

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

TUESDAY

MARCH 13, 2018

8:30 A.M.

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

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

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

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

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

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

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

Public Transit Access to the County Administration Center:

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

Santa Rosa CityBus: Rt. 14

Golden Gate Transit: Rt. 80

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.

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

I. APPROVAL OF THE AGENDA

(Items may be added or withdrawn from the agenda consistent with State law)

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

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

III. CONSENT CALENDAR

**SONOMA COUNTY WATER AGENCY/
OCCIDENTAL COUNTY SANITATION DISTRICT/
RUSSIAN RIVER SANITATION DISTRICT/
SOUTH PARK COUNTY SANITATION DISTRICT/**

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

AND

SONOMA VALLEY SANITATION DISTRICT

(Directors: Gorin, Gore, Mayor Agrimonti)

1. Arc Flash Hazard Assessments:

Authorize Water Agency's General Manager or designee to execute an agreement with GHD Inc. for arc flash hazard assessment services to ensure appropriate protective equipment is in place to prevent staff injuries and potential electrical fires. Agreement with a term ending December 30, 2020, in the amount of \$440,000.

(2/3rd SVSD Vote Required)

SONOMA COUNTY WATER AGENCY

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

AND

SONOMA VALLEY SANITATION DISTRICT

(Directors: Gorin, Gore, Mayor Agrimonti)

2. Chase Street Bridge Sanitary Sewer Siphon:
- A) Authorize Sonoma County Water Agency's General Manager or designee, acting on behalf of Sonoma Valley County Sanitation District, to execute an agreement with City of Sonoma for funding of sanitary sewer line and siphon relocation during construction of Chase Street Bridge in the amount of \$113,245.
 - B) Authorize the Sonoma County Water Agency's General Manager or designee to amend the agreement provided amendments do not cumulatively increase the total amount of the agreement beyond \$141,556 (or 25% over the original amount) and do not substantially change the scope of work, and authorize the General Manager or designee to terminate the agreement if necessary.
 - C) Adopt a resolution authorizing adjustments to the Board Adopted Budget for Fiscal Year 2017-2018 for the Sonoma Valley County Sanitation District Construction Fund in the amount of \$99,885 for the Chase Street Bridge Sanitary Sewer Siphon.
- (First District)(2/3rd SVSD Vote Required)

SONOMA COUNTY WATER AGENCY

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

3. Mark West Creek Fish Antenna Power Supply:
Authorize Water Agency's General Manager to execute a revocable license agreement with Town of Windsor for license and use of power supply through March 31, 2028, in the amount not to exceed \$3,000 over the term of the agreement, consistent with other agreements, authorize the General Manager to amend this agreement to extend the term, and authorize the General Manager to terminate the agreement.
(Fourth District)
4. Westlands Aquamarine Solar Project:
Authorize the Water Agency's General Manager to execute a Rate Agreement with the Power and Water Resources Pooling Authority for the Westlands Solar Project located in Kings County for up to 1 MW of solar power for a term of 20 years, in a form substantially similar to that provided, following review and approval by County Counsel.

GENERAL SERVICES/ FIRE AND EMERGENCY SERVICES

5. Lease Renewal for the Fire & Emergency Services Department at 365 Tesconi Circle, Santa Rosa:
Authorize the General Services Director to:
- A) Execute a lease amendment with Alan Gould (the Landlord), for warehouse storage space at 365 Tesconi Circle, Santa Rosa, in order to extend the lease term through February 28, 2019, at a rental rate of \$3,315 per month (\$1.02 per sq. ft.), and to provide one option to extend the lease for an additional year through February 28, 2020; and
 - B) Exercise the option to extend the lease for an additional year through February 28, 2020, upon lease expiration in February, 2019 (2nd action).

GENERAL SERVICES

6. New Lease for the Sonoma County Local Agency Formation Commission at 111 Santa Rosa Avenue, Santa Rosa:
Authorize the General Services Director to execute a lease with 851 Irwin Street, LLC as Landlord, for Premises at 111 Santa Rosa Avenue, Santa Rosa, California for 1,593 square feet for a term of 5 years commencing May 1, 2018, and continuing through April 30, 2023, with 3 five-year options to extend the lease term to 2038, at a monthly rent of \$3,345, equaling \$2.10 per square foot per month, with annual rent escalations \$.05 per square foot per month (2nd action).

HUMAN SERVICES

7. Emergency Additional Assistance Grant and Goodwill Industries of the Redwood Empire Contract Amendment:
Authorize the Director of the Human Services Department to:
- A) Accept \$3,258,473.41 in Emergency Additional Assistance grant funding from the California Employment Development Department to assist Dislocated Workers affected by the October wildfires; and
 - B) Execute the first amendment to increase the contract with Goodwill Industries of the Redwood Empire by \$168,000 of Workforce Innovation and Opportunity Act (WIOA) funding for a new contract amount not to exceed \$1,725,000, to provide bilingual navigation support and job development services at the Job Link One-Stop Career Center in support of workforce needs as a result of the October wildfires, with no change to the term of the agreement of July 1, 2017 to June 30, 2018.

REGIONAL PARKS

8. Stewarts Point Ranch Cultural and Subsistence Access Easement Conveyance:
Adopt a resolution of the Board of Supervisors of the County of Sonoma directing the Chair and Regional Parks Director to take the actions necessary to execute a Grant of Cultural and Subsistence Access Easement between Save the Redwoods League, the Kashia Band of Pomo Indians of the Stewarts Point Rancheria (the "Tribe") and Sonoma County and make related determinations. (Fifth District)

SHERIFF'S OFFICE

9. 2018 Domestic Cannabis Eradication/Suppression Program Letter of Agreement:
Authorize the Sheriff to execute the 2018 Domestic Cannabis Eradication/Suppression Program Letter of Agreement and any Amendments that do not substantially alter the scope of the Agreement with the Drug Enforcement Administration, in the amount of \$56,000, to support efforts related to eradicating illegal cannabis activity in Sonoma County.

10. Agreement for Inmate Vocational Education Services:
Authorize the Sheriff to execute an agreement with the Sonoma County Office of Education to provide vocational education at the Sonoma County adult detention facilities from March 13, 2018 to June 30, 2020, in an amount not to exceed \$345,746. Inmate rehabilitative programming provides education, training, and work experience necessary to reduce the potential for reoffending, and lays the foundation for the continued success in the community.

TRANSPORTATION AND PUBLIC WORKS

11. FY 2017 California Transit Security Grant Program:
Adopt a resolution authorizing the Director of Transportation and Public Works to execute for and on behalf of the County any actions necessary for the purpose of obtaining financial assistance provided by the California Governor's Office of Emergency Services for Sonoma County Transit's Video Security System project, and authorizing the Chair to execute the Authorized Agent Form required under the program.
12. SB1 State of Good Repair Grant Program:
Adopt a resolution authorizing the Director of Transportation and Public Works to execute for and on behalf of the County any actions necessary for the purpose of obtaining SB1 State Transit Assistance State of Good Repair funds provided by the California Department of Transportation, Division of Rail and Mass Transportation, for transit infrastructure repair and service improvements, continually until the end of the State of Good Repair program, and authorizing the Chair to execute the Authorized Agent Form required under the program.
13. Airport Real Property Acquisition - 3725 Laughlin Road, Windsor, CA:
 - A) Authorize the Chair to execute the purchase agreement and deed for 3725 Laughlin Road, Windsor, CA; authorize the Director of Transportation and Public Works to execute any other documents reasonably required to effect said purchase; and give direction to staff.
 - B) Approve a resolution authorizing the issuance and sale of a County Treasury note in the principal amount of \$1,500,000 to purchase real property commonly known as 3725 Laughlin Road, Windsor, CA.
14. Little Wohler Road Bridge Replacement Project:
Adopt a Resolution authorizing the Chair to execute a Right of Way Contract for a portion of land (fee simple interest) and a temporary construction easement, authorizing a payment of \$18,800.00, which includes \$0 for severance damages; authorizing transfer of taxes on said land; and authorizing refunds, if applicable, pursuant to §5096 of the Revenue and Taxation Code; lands of Dermot F. Bourke and Darice Bourke, Husband and Wife as Community Property (APN: 083-020-060, & -061); Project C01135 (Fourth District)
15. Right of Way Consultant Services for Five (5) Federal-Aid Bridge Projects No-Cost Amendment No. 1:
Authorize the chair to execute Amendment No. 1 to the agreement for right-of-way services with Associated Right of Way Services, Inc. to extend the contract term to December 15, 2018, and at no additional cost. (First, Fourth and Fifth Districts)

APPOINTMENTS/REAPPOINTMENTS

16. Approve the Appointments of the Sonoma County Local Task Force on Integrated Waste Management (AB 939 Local Task Force) for a term beginning March 13, 2018 and ending March 31, 2021. (Transportation and Public Works)

IV. 9:00 A.M. - PRESENTATIONS/GOLD RESOLUTIONS

PRESENTATIONS AT THE BOARD MEETING

17. Adopt Gold Resolution Proclaiming the week of March 18 through March 24, 2018 as National Surveyor's Week in Sonoma County. (Fourth District)

PRESENTATIONS ON A DIFFERENT DATE

18. Adopt a Gold Resolution declaring the Month of March 2018 as National Professional Social Worker Month in Sonoma County. (Human Services and Health Services)

V. REGULAR CALENDAR

**GENERAL SERVICES/
AUDITOR-CONTROLLER TREASURER-TAX COLLECTOR
AND
SONOMA COUNTY WATER AGENCY
(Directors: Gorin, Rabbitt, Zane, Gore, Hopkins)
AND
SONOMA COUNTY PUBLIC FINANCING AUTHORITY**

19. Sonoma County Energy Independence Program Bonding Authorization and Combination of Recorded Documents:
- A) Acting as the Board of Directors of the Sonoma County Public Finance Authority: Adopt resolutions and approve agreements with the County authorizing continued issuance and sale of revenue bonds, to fund the Sonoma County Energy Independence Program; and
 - B) Acting as the County Board of Supervisors: Adopt resolutions authorizing the Treasurer to invest in bonds issued by the Public Finance Authority and authorizing execution of various related agreements with the Public Finance Authority, including a bond purchase agreement and a loan agreement; and
 - C) Acting as the Directors of the Sonoma County Water Agency: Adopt resolutions withdrawing funds from the County Treasury Pool, and authorizing the withdrawn funds to be invested in Sonoma County Energy Independence Program bonds as a long-term Water Agency investment.
 - D) Acting as the County Board of Supervisors: Adopt resolution authorized by its Resolution No. 09-0271 to combine recorded documents for Sonoma County Energy Independence Program Property Assessed Clean Energy assessments by Sonoma County.

BOARD OF SUPERVISORS

20. Board Sponsorship:
Approve a board sponsorship in the amount of \$2,740.00 for Redwood Empire Food Bank for rental of the Sebastopol Center of the Arts facility for distribution of food items and information to low-income families, children and seniors. (Fifth District)
21. Fee Waiver:
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 2 & 3, 2018. (Fifth District)
22. Fee Waiver:
Approve fee waiver for the Occidental Center for the Arts annual Fool's Day Parade on April 1, 2018 in the amount of \$847. (Fifth District)
23. Fee Waiver:
Approve a fee waiver in the amount of \$2,400.00 for Redwood Empire Food Bank for rental of Guerneville Veteran's Building for distribution of food items and information to low-income families, children and seniors. (Fifth District)

24. Fee Waiver:
Approve a fee waiver in the amount of \$2,310 by Redwood Empire Food Bank for use of the Santa Rosa Veterans Memorial Building. (Third District)

TRANSPORTATION AND PUBLIC WORKS

25. **10:00 A.M.** - Amendment of a previously adopted Board Resolution Establishing an Underground Utility District for Those Parcels Within the Unincorporated County Abutting Fulton Road between Guerneville Road and Piner Road:
Hold a Public Hearing and adopt a resolution to add APN 034-121-030 (1600 Fulton Road) and APN 034-121-052 (2403 Jenes Lane) to the previously established Underground Utility District on Fulton Road between Guerneville Road and Piner Road. (Fourth District)

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

26. 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>)

27. ADJOURNMENT

NOTE: The next Regular meeting will be held on, March 20, 2018, at 8:30 a.m.

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

March 20, 2018 –Permit and Resource Management – 1:40 P.M. Zone Change to add the Vacation Rental Exclusion (X) Combining Zone to 17 parcels; File ZCE16-0013.

March 20, 2018 –Permit and Resource Management – 2:20 P.M. Minor Subdivision of lands under a Land Conservation (Williamson) Act Contract creating one parcel and a designated remainder; owned by Ernest Deniz et al; MNS15-0006.



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: Boards of Directors, Sonoma County Water Agency, Occidental, Russian River, Sonoma Valley, and South Park County Sanitation Districts

Board Agenda Date: March 13, 2018

Vote Requirement: Majority

Department or Agency Name(s): Sonoma County Water Agency, Occidental, Russian River, Sonoma Valley, and South Park County Sanitation Districts

Staff Name and Phone Number:

Anjenette Hayre / 521-1830

Supervisorial District(s):

Title: Arc Flash Hazard Assessments

Recommended Actions:

Authorize Water Agency's General Manager or designee to execute an agreement with GHD Inc. for arc flash hazard assessment services to ensure appropriate protective equipment is in place to prevent staff injuries and potential electrical fires. Agreement with a term ending December 30, 2020, in the amount of \$440,000.

Executive Summary:

Sonoma County Water Agency (Water Agency) operates Occidental County Sanitation District, Russian River County Sanitation District, Sonoma Valley County Sanitation District, and South Park County Sanitation District ("Districts") under contract with Districts. Water Agency and Districts have electrical equipment at their various water or wastewater facilities. Electrical equipment protective device settings for the facilities require review of the arc flash hazard assessments every 5 years per the National Fire Protection Association NFPA-70E Safety Code. This item would authorize the Water Agency's General Manager to execute an agreement with GHD Inc. for arc flash hazard assessment services through December 30, 2020, in the amount of \$440,000.

Discussion:

Water Agency operates Districts under contract with Districts. Water Agency and Districts have electrical equipment at their various water or wastewater facilities. Arc flash is one of the most dangerous workplace hazards that could cause serious injuries and fatalities. Electrical equipment protective device settings for the facilities require review of the arc flash hazard assessment every five years per the NFPA-70E Safety Code. An arc flash hazard assessment entails site visits to gather information required to conduct three calculations: short-circuit analysis, overcurrent device coordination analysis, and an arc

flash hazard analysis. The three studies are used to determine the appropriate personal protective equipment required for the equipment protective settings and mitigate hazards.

SELECTION PROCESS

On December 12, 2016, Water Agency issued a Request for Statements of Qualifications to 32 firms. The following nine firms submitted Statements of Qualifications:

1. Alisto Engineering Group, Walnut Creek, California
2. Corrpro Companies, Hayward, California
3. DTN Engineers, Inc., Oakland, California
4. EETS Inc., Citrus Heights, California
5. Encorp, Fort Collins, Colorado
6. GHD Inc., Santa Rosa, California
7. HDR Engineering, Inc., Folsom, California
8. JDH Corrosion Consultants, Inc., Concord, California
9. LEE & RO, Inc., Walnut Creek, California

The Statements of Qualifications were evaluated based on thoroughness, professional qualifications and demonstrated ability to perform the work, and exceptions to standard terms in the sample agreement. Based on the evaluations, the following respondents were selected for the list of qualified consultants:

1. Alisto Engineering Group
2. DTN Engineers, Inc.
3. EETS Inc.
4. GHD, Inc.
5. HDR Engineering, Inc.
6. JDH Corrosion Consultants, Inc.
7. LEE & RO, Inc.

GHD Inc. (Consultant) was selected to perform the work under the proposed agreement because Consultant is a qualified and licensed firm, experienced in electrical engineering and is familiar with Water Agency's facilities and has conducted assessments for the Wohler, Mirabel, Ely Booster Station, and Sonoma Valley Treatment Plant facilities within the last three years.

SERVICES TO BE PERFORMED

Under the proposed agreement, Consultant will perform site investigations at approximately six water facilities, two Water Agency-owned wastewater facilities, six Russian River County Sanitation District facilities, one Sonoma Valley County Sanitation District facility, and at the Water Agency campuses at 404 Aviation Boulevard and 204 Concourse Boulevard in Santa Rosa.

Subsequent to the site investigations, Consultant will prepare five separate reports (water, wastewater, Russian River County Sanitation District, Sonoma Valley County Sanitation District, and campuses) detailing the onsite assessments.

In addition, Consultant will provide warning labels for each piece of equipment analyzed as well as single-line diagrams and SKM software models for each facility.

The cost of services will not exceed \$140,000 in fiscal year 2017/2018, \$175,000 in fiscal year 2018/2019, and \$125,000 in fiscal year 2019/2020. The total agreement amount is \$440,000. The term end date is December 30, 2020.

RECOMMENDATION

Water Agency staff recommends that the Board authorize Water Agency's General Manager or designee to execute an agreement with GHD Inc. for arc flash hazard assessment services through December 30, 2020, in the amount of \$440,000, to remain compliant with the NFPA-70E Safety Code.

Prior Board Actions:

03/11/2008: Approved agreement between Water Agency and Emerson Process Management for Arc Flash Hazard Protection Analysis. Cost \$150,000; term end June 30, 2010.

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

The work meets this goal by ensuring community members have access to clean water and safe, reliable solid and liquid waste management systems.

Water Agency Strategic Plan Alignment

Water Supply and Transmission System, Goal 2: Maintain and improve the reliability of the Water Transmission System and Waste Water Treatment and Water Reuse, Goal 1: Improve operational reliability of wastewater treatment and water reuse systems.

The work meets these goals by ensuring compliance and proper operation of water and wastewater facilities.

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses	\$140,000	\$175,000	\$125,000
Additional Appropriation Requested			
Total Expenditures	\$140,000	\$175,000	\$125,000
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other	\$140,000	\$175,000	\$125,000
Use of Fund Balance			
Contingencies			
Total Sources	\$140,000	\$175,000	\$125,000
Narrative Explanation of Fiscal Impacts:			
Budgeted amount of \$140,000 is available from FY 2017/2018 appropriations for the water transmission and various Districts' funds. FY 2018/2019 and 2019/2020 appropriations will be budgeted in those fiscal years.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
N/A			
Narrative Explanation of Staffing Impacts (If Required):			
N/A			
Attachments:			
Agreement			
Related Items "On File" with the Clerk of the Board:			
None			

Agreement for Arc Flash Hazard Assessment

This agreement (“Agreement”) is by and between **Sonoma County Water Agency, Occidental County Sanitation District, Russian River County Sanitation District, Sonoma Valley County Sanitation District, and South Park County Sanitation District** (collectively referred to as “Water Agency”) and **GHD Inc.**, a California corporation (“Consultant”). The Effective Date of this Agreement is the date the Agreement is last signed by the parties to the Agreement, unless otherwise specified in Paragraph 6.1.

RECITALS

- A. Consultant represents that it is a duly qualified and licensed design firm, experienced in electrical engineering and related services
- B. Electrical equipment protective device settings for the facilities require review of the Arc Flash Hazard Assessment every five years per the NFPA-70E Safety Code.
- C. The Arc Flash Hazard Assessment includes a Short-circuit Study, Protective Device Coordination, and Arc Flash calculations and determines the personal protective equipment required for staff when working on energized equipment.
- D. Consultant will provide review of electrical specifications and subsequent reports to assist Water Agency compliance with 2017 National Electrical Code requirements and as outlined in the NFPA 70E, Standard for Electrical Safety in the Workplace, 2015 Edition, and IEEE 1584.
- E. Sonoma County Water Agency operates Occidental County Sanitation District, Russian River County Sanitation District, Sonoma Valley County Sanitation District, and South Park County Sanitation District (“Districts”) under contract with Districts. References to District employees are understood to be Sonoma County Water Agency employees acting on behalf of Districts.

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
- e. Exhibit E: Site List

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 10 (Prosecution of Work). In the event of a conflict between the body of this Agreement and Exhibit A, the provisions in the body of this Agreement shall control.
- 3.2. *Cooperation with Water Agency:* Consultant shall cooperate with Water Agency in the performance of all work hereunder. Consultant shall coordinate the work with Water Agency’s Project Manager. Contact information and mailing addresses:

Water Agency	Consultant
Project Manager: Anjenette Hayre 404 Aviation Boulevard Santa Rosa, CA 95403-9019 Phone: (707) 521-1830 Email: Anjenette.Hayre@scwa.ca.gov	Contact: Steve Girard 2235 Mercury Way, Suite 150 Santa Rosa, CA 95407 Phone: (707) 303-4853 Email: Steve.Girard@ghd.com
Remit invoices to:	Remit payments to:
Susan Bookmyer Same address as above or Email: susan.bookmyer@scwa.ca.gov	Remit EFT Payments to: Account #: 220889651 ABA #: 022000020 Remit Checks to: DEPT LA 23922 Pasadena, CA 91185-3922

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

the provisions of Article 7 (Termination); or (d) pursue any and all other remedies at law or in equity.

3.4. *Assigned Personnel:*

- a. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time Water Agency, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from Water Agency.
- b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by Water Agency to be key personnel whose services were a material inducement to Water Agency to enter into this Agreement, and without whose services Water Agency would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of Water Agency.
- c. With respect to performance under this Agreement, Consultant shall employ the following key personnel:

<i>Title</i>	<i>Name</i>
Project Manager	Steve Girard

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

4. PAYMENT

- 4.1. *Total Costs:* Total costs under this Agreement shall not exceed \$440,000.
 - a. Total costs for Tasks 1 - 3 shall not exceed \$399,700.
 - b. Total costs for Optional Task 4, if requested in writing by Water Agency, shall not exceed \$40,300.
 - c. No more than \$373,500 will be paid until the draft FY 2019/2020 reports are submitted.
- 4.2. *Method of Payment:* Consultant shall be paid in accordance with the following terms: 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. 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 Water Agency. The bills shall show or include:

- a. Consultant name
 - b. Name of Agreement
 - c. Water Agency's Project-Activity Code T0072D025
 - 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. *Cost Tracking:* Consultant has provided an estimated breakdown of costs, included in Exhibit C (Estimated Budget for Scope of Work). Exhibit C will only be used as a tool to monitor progress of work and budget. Actual payment will be made as specified in Paragraph 5.2 above.
- 4.5. *Timing of Payments:* Unless otherwise noted in this Agreement, payments shall be made within the normal course of Water Agency business after presentation of an invoice in a form approved by Water Agency for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by Water Agency.
- 4.6. *Taxes Withheld by Water Agency:*
- a. Pursuant to California Revenue and Taxation Code (R&TC) section 18662, the Water Agency shall withhold seven percent of the income paid to Consultant for services performed within the State of California under this Agreement, for payment and reporting to the California Franchise Tax Board, if Consultant does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.
 - b. If Consultant does not qualify, as described in Paragraph 5.6.a, Water Agency requires that a completed and signed Form 587 be provided by Consultant in order for payments to be made. If Consultant is qualified, as described in Paragraph 5.6.a, then Water Agency requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, Consultant agrees to promptly notify Water Agency of any changes in the facts. Forms should be sent to Water Agency pursuant to Article 16 (Method and Place of Giving Notice, Submitting Bills, and Making Payments) of this Agreement. To reduce the amount withheld, Consultant has the option to provide Water Agency with either a full or partial waiver from the State of California.

4.7. *Funding:*

a. Funding for this Agreement is as follows:

<i>Current Fiscal Year</i>	<i>Budgeted Appropriation</i>
2017/2018	\$140,000
<i>Subsequent Fiscal Years</i>	<i>Planned Appropriation</i>
2018/2019	\$175,000
2019/2020	\$125,000

b. Availability of Funding in Subsequent Fiscal Years:

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

5. TERM OF AGREEMENT AND COMMENCEMENT OF WORK

- 5.1. *Term of Agreement:* This Agreement shall expire on December 31, 2020, unless terminated earlier in accordance with the provisions of Article 7 (Termination).
- 5.2. *Commencement of Work:* Consultant is authorized to proceed immediately with the performance of this Agreement upon the Effective Date of this Agreement.

6. TERMINATION

- 6.1. *Authority to Terminate:* Water Agency’s right to terminate may be exercised by Water Agency's General Manager.
- 6.2. *Termination Without Cause:* Notwithstanding any other provision of this Agreement, at any time and without cause, Water Agency shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Consultant.
- 6.3. *Termination for Cause:* Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, Water Agency may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.

- 6.4. *Delivery of Work Product and Final Payment Upon Termination:* In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to Water Agency all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement subject to Paragraph 13.9 and shall submit to Water Agency an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.
- 6.5. *Payment Upon Termination:* Upon termination of this Agreement by Water Agency, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services are to be paid on a per-hour or per-day basis, then Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to termination multiplied by the applicable hourly or daily rate; and further provided, however, that if Water Agency terminates the Agreement for cause pursuant to Paragraph 7.3, Water Agency shall deduct from such amounts the amount of damage, if any, sustained by Water Agency by virtue of the breach of the Agreement by Consultant.

7. INDEMNIFICATION

- 7.1. Consultant agrees to accept responsibility for loss or damage to any person or entity, including Sonoma County Water Agency, Occidental County Sanitation District, Russian River County Sanitation District, Sonoma Valley County Sanitation District, and South Park County Sanitation District, and to defend, indemnify, hold harmless, and release Sonoma County Water Agency, Occidental County Sanitation District, Russian River County Sanitation District, Sonoma Valley County Sanitation District, and South Park County Sanitation District, their officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including 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, Occidental County Sanitation District, Russian River County Sanitation District, Sonoma Valley County Sanitation District, or South Park County Sanitation District's part, but, to the extent required by law, excluding liability due to Sonoma County Water Agency, Occidental County Sanitation District, Russian River County Sanitation District, Sonoma Valley County Sanitation District, or South Park County Sanitation District'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 the Water Agency's General Manager in a form approved by County Counsel. The parties expressly recognize that Water Agency personnel are without authorization to order all other extra or changed work or waive Agreement requirements. Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of Water Agency.

11. CONTENT ONLINE ACCESSIBILITY

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

11.2. *Standards:* All consultants responsible for preparing content intended for use or publication on a Water Agency managed or Water Agency funded web site must comply with applicable federal accessibility standards established by 36 C.F.R. section 1194, pursuant to section 508 of the Rehabilitation Act of 1973, as

amended (29 U.S.C. section 794(d)), and Water Agency's Web Site Accessibility Policy located at <http://webstandards.sonoma-county.org>.

- 11.3. *Certification:* With each final receivable intended for public distribution (report, presentations posted to the Internet, public outreach materials), Consultant shall include a descriptive summary describing how all deliverable documents were assessed for accessibility (e.g., Microsoft Word accessibility check; Adobe Acrobat accessibility check, or other commonly accepted compliance check).
- 11.4. *Alternate Format:* When it is strictly impossible due to the unavailability of technologies required to produce an accessible document, Consultant shall identify the anticipated accessibility deficiency prior to commencement of any work to produce such deliverables. Consultant agrees to cooperate with Water Agency staff in the development of alternate document formats to maximize the facilitative features of the impacted document(s); e.g., embedding the document with alt-tags that describe complex data/tables.
- 11.5. *Noncompliant Materials; Obligation to Cure:* Remediation of any materials that do not comply with Water Agency's Web Site Accessibility Policy shall be the responsibility of Consultant. If Water Agency, in its sole and absolute discretion, determines that any deliverable intended for use or publication on any Water Agency managed or Water Agency funded Web site does not comply with Water Agency Accessibility Standards, Water Agency will promptly inform Consultant in writing. Upon such notice, Consultant shall, without charge to Water Agency, repair or replace the non-compliant materials within such period of time as specified by Water Agency in writing. If the required repair or replacement is not completed within the time specified, Water Agency shall have the right to do any or all of the following, without prejudice to Water Agency's right to pursue any and all other remedies at law or in equity:
 - a. Cancel any delivery or task order
 - b. Terminate this Agreement pursuant to the provisions of Article 7 (Termination); and/or
 - c. In the case of custom Electronic and Information Technology (EIT) developed by Consultant for Water Agency, Water Agency may have any necessary changes or repairs performed by itself or by another contractor. In such event, Consultant shall be liable for all expenses incurred by Water Agency in connection with such changes or repairs.
- 11.6. *Water Agency's Rights Reserved:* Notwithstanding the foregoing, Water Agency may accept deliverables that are not strictly compliant with Water Agency Accessibility Standards if Water Agency, in its sole and absolute discretion, determines that acceptance of such products or services is in Water Agency's best interest.

12. **REPRESENTATIONS OF CONSULTANT**

- 12.1. *Status of Consultant:* The parties intend that Consultant, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of Water Agency and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits Water Agency provides its employees. In the event Water Agency exercises its right to terminate this Agreement pursuant to Article 7 (Termination), Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.
- 12.2. *No Suspension or Debarment:* Consultant warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration.
- 12.3. *Taxes:* Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold Water Agency harmless from any liability which it may incur to the United States or to the State of California or to any other public entity as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case Water Agency is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish Water Agency with proof of payment of taxes on these earnings.
- 12.4. *Records Maintenance:* Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to Water Agency for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.
- 12.5. *Conflict of Interest:* Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if required by law or requested to do so by Water Agency, Consultant shall submit a completed Fair Political Practices Commission Statement of Economic Interests (Form 700) with Water Agency within 30 calendar days after the Effective Date of this Agreement

and each year thereafter during the term of this Agreement, or as required by state law.

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

Water Agency deems appropriate. Such documents shall be and will remain the property of Water Agency without restriction or limitation. Consultant may retain copies of the above described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of Water Agency. Consultant will have no liability for Water Agency's use or re-use of Consultant's work for anything other than the Project.

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

13. 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 14 limits Water Agency's right to terminate this Agreement pursuant to Article 7 (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 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 Water Agency approval of subconsultant.
 - b. All agreements with subconsultants shall (a) contain indemnity requirements in favor of Water Agency in substantially the same form as that contained in Article 8 (Indemnification), (b) contain language that the subconsultant may be terminated with or without cause upon reasonable written notice, and (c) prohibit the assignment or delegation of work under the agreement to any third party.
- 14.4. *Summary of Subconsultants' Work:* Consultant shall provide Water Agency with a summary of work performed by subconsultants with each invoice submitted under Paragraph 5.3. 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 16.

16. MISCELLANEOUS PROVISIONS

- 16.1. *No Bottled Water:* In accordance with Water Agency Board of Directors Resolution No. 09-0920, dated September 29, 2009, no Water Agency funding

shall be used to purchase single-serving, disposable water bottles for use in Water Agency facilities or at Water Agency-sponsored events. This restriction shall not apply when potable water is not available.

- 16.2. *No Waiver of Breach:* The waiver by Water Agency of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.
- 16.3. *Construction:* To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and Water Agency acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Consultant and Water Agency acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.
- 16.4. *Consent:* Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.
- 16.5. *No Third-Party Beneficiaries:* Except as provided in Article 8 (Indemnification), nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.
- 16.6. *Applicable Law and Forum:* This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or in the forum nearest to the city of Santa Rosa, in the County of Sonoma.
- 16.7. *Captions:* The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.
- 16.8. *Merger:* This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure section 1856. Each Party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this

Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

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

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

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

Reviewed as to funds:

TW 17/18-033

By: _____
Water Agency Division Manager -
Administrative Services

Approved as to form:

By: _____
Cory O'Donnell, Deputy County Counsel

Insurance Documentation is on file with
Water Agency

Date/TW Initials: 1/31/18 crt

**Sonoma County Water Agency, Occidental
County Sanitation District, Russian River
County Sanitation District, Sonoma Valley
County Sanitation District, and South Park
County Sanitation District**

GHD Inc., a California corporation

By: _____
Grant Davis, General Manager
Authorized per Water Agency's Board of
Directors Action on March 13, 2018

By: _____

(Please print name here)

Title: _____

Date: _____

Date: _____

Exhibit A

Scope of Work

1. TASKS

1.1. Task 1: Site Investigations and Report

a. Site Investigations:

- i. Gather settings and nameplate data on electrical equipment including, not limited to, utility fault data, relays, transformers, fuses, switches, circuit breakers, motors, and generators at the facility sites listed in Exhibit E (Site List).
- ii. Verify conductor sizes and lengths at the facility sites listed in Exhibit E (Site List).

b. Reports:

- i. Prepare separate reports for Water, Wastewater, Russian River County Sanitation District, Sonoma Valley County Sanitation District, and Facilities as shown in Exhibit E (Site List) that include, but are not limited to, the following:
 - a) Table of Contents
 - b) Summary
 - c) Short-circuit Analysis that includes:
 - (i) Verification that equipment considered in the analysis is adequately rated to withstand or interrupt the calculated maximum available short-circuit current at its location.
 - (ii) Tabulation of field data used using Water Agency equipment asset tags/naming convention
 - (iii) Single line diagram of the system
 - (iv) Results of Short-circuit Analysis of field data including impedance diagrams and summary tables
 - (v) Equipment setting recommendations
 - d) Overcurrent Device Coordination Analysis that includes:
 - (i) Optimal setting levels for protective relays, disconnect switches, fuses, and circuit breakers to achieve maximum coordination in critical areas of the system
 - (ii) Tabulation of field data used using Water Agency equipment asset tags/naming convention
 - (iii) Single line diagram of the system
 - (iv) Time-current coordination graphs (TCC plot) based on the calculated maximum short-circuit current of the device
 - (v) Results of Overcurrent Device Coordination Analysis of field data including summary table
 - (vi) Equipment setting recommendations

- e) Arc Flash Hazard Analysis that includes:
 - (i) Calculation of arc flash incident energy (AFIE) and arc flash protection boundary distance at each bus under analysis
 - (ii) Tabulation of field data used using Water Agency equipment asset tags/naming convention
 - (iii) Single-line diagram of electrical system for each bus at a site
 - (iv) Results of Arc Flash Hazard Analysis of field data stating arc flash boundaries, proper labels, and appropriate personal protective equipment (PPE) to be worn when working within the flash protection boundary summarized in a table
 - (v) Recommendations for remedial work to help decrease arc flash boundaries, if required
- f) A detailed description of the work performed, including methodology, assumptions, and software used for each analysis
- g) Other information to support the reports or as requested by Water Agency
- h) Appendices:
 - (i) Reference data, diagrams, and standards used to complete studies
 - (ii) Abbreviations
 - (iii) Computer Input Tabulations
- ii. Review. Submit to Water Agency for review.
 - a) First Draft: Prepare the reports in draft form and submit to Water Agency for review and approval in accordance with the date listed for this deliverable. Water Agency will return one copy of the draft reports to Consultant with comments or approval in writing.
 - b) Subsequent Draft(s): If Water Agency requests revisions, revise the draft reports and resubmit one electronic copy of the reports for Water Agency approval.
- iii. Final: Following Water Agency approval and prior to Water Agency's acceptance of work under this Agreement, submit the final approved reports to Water Agency in accordance with the date listed for this deliverable.

Deliverable	Due Date
FY 2017/2018 Draft Report	Within 120 calendar days of Effective Date
FY 2017/2018 Final Report	Within 7 calendar days of Water Agency's approval of draft FY 2017/2018 reports
FY 2018/2019 Draft Report	Within 120 calendar days of start of fiscal year (July 1) if FY 2017/2018 reports are completed and approved
FY 2018/2019 Final Report	Within 7 calendar days of Water Agency's approval of draft 2018/2019 reports

Deliverable	Due Date
FY 2019/2020 Draft Report	Within 120 calendar days of start of fiscal year (July 1) if FY 2018/2019 reports are completed and approved
FY 2019/2020 Final Report	Within 7 calendar days of Water Agency's approval of draft FY 2019/2020 reports

1.2. Task 2: Warning Labels

- a. Provide arc flash and hazard warning labels for each piece of equipment analyzed including, but not limited to, switchboards, panelboards, motor control centers, medium voltage switchgear, fused switches, non-fused switches, and transfer switches.
- b. Labels shall be made of durable, industrial grade material and be compliant with current state and local regulations, NFPA 70E standards, and ANSI Z535 standards.

Deliverable	Due Date
Warning Labels	Same day as each approved Final Report

1.3. Task 3: Single-line Diagrams and SKM Models

- a. Provide a single line diagram of each facility system in latest version of AutoCAD
- b. Provide native SKM model files format for each facility analysis

Deliverable	Due Date
Single-line Diagrams	Same day as each approved Final Report
SKM Models	Same day as each approved Final Report

1.4. Optional Task 4: Additional Services

- a. Do not proceed with this task unless requested in writing by Water Agency.
- b. Perform additional services as requested by Water Agency to support the assessment effort. The additional services will be agreed to by Consultant and Water Agency and described in writing by Water Agency.

Deliverable	Due Date
To be determined	To be determined

2. DELIVERABLES

- 2.1. Submit one electronic copy in PDF format (emailed, on CD, or via internet) and three hard copies of the final report to Water Agency.
- 2.2. Comply with requirements of Article 12 (Content Online Accessibility).

Exhibit B

Schedule of Costs

PERSONNEL	
Title	Hourly Rate
Iver Skavdal, Principal in Charge	\$260
Bert Braden, Quality Assurance & Quality Control	\$210
Steve Girard, Project Manager	\$175
Rick Guggiana, Electrical Engineer	\$210
Eric Penn, Electrical Engineer	\$185
Chris Richards, Electrical Engineer	\$190
Travis Robinson, Electrical Engineer EIT	\$130
King Nguyen, Electrical Engineer EIT	\$125
Dan Reiter, Mechanical Engineer	\$260
Steve Burns, Structural Engineer	\$185
Matt Kennedy, Civil Engineer	\$200
Richard Maddock, Surveying	\$150
Scott Harris, Hazardous Materials	\$140
Jeff Knauer, Corrosion	\$225
Jun Liberato, Drafting	\$150
EXPENSES	
Item	Cost
Copies	\$0.10 per page
Postage	at cost + 15%
Overnight mail	at cost + 15%

Exhibit C

Estimated Budget for Scope of Work

WATER

Facility	Site Priority	Estimated Cost	FY 2017/18 Budget	FY 2018/19 Budget	FY 2019/20 Budget
Kawana Booster Station	12	\$ 8,750	--	\$ 8,750	--
Occidental Lift Station	9	\$ 8,750	--	\$ 8,750	--
Occidental Road Production Well	8	\$ 8,750	--	\$ 8,750	--
Occidental WWTP	9	\$27,650	--	\$27,650	--
Sebastopol Road Production Well	10	\$ 8,750	--	\$ 8,750	--
Todd Road Production Well	11	\$ 8,750	--	\$ 8,750	--
Ely Booster Station	TBD	\$ 8,750	--	--	\$ 8,750
Forestville Booster Station	TBD	\$ 8,750	--	--	\$ 8,750
River Road Chlorination and Corrosion Control Facility	TBD	\$27,650	--	--	\$27,650
Wilfred Booster Station	TBD	\$ 8,750	--	--	\$ 8,750
		TOTAL(S)	--	\$71,400	\$53,900

Airport/Larkfield/Wikiup /Sanitation Zone

Facility	Site Priority	Estimated Cost	FY 2017/18 Budget	FY 2018/19 Budget	FY 2019/20 Budget
Airport Treatment Plant and 800 Aviation Boulevard	1	\$27,650	\$27,650	--	--
Oceanview Reservoir Booster Station	7	\$ 8,750	\$ 8,750	--	--
Wikiup Lift Station	TBD	\$ 8,750	--	--	\$8,750
		TOTAL(S)	\$36,400	--	\$8,750

Russian River County Sanitation District

Facility	Site Priority	Estimated Cost	FY 2017/18 Budget	FY 2018/19 Budget	FY 2019/20 Budget
Beanwood Lift Station	2	\$ 8,750	--	\$ 8,750	--
Guerneville Lift Station	2	\$ 8,750	--	\$ 8,750	--
Guerneville Park Lift Station	2	\$ 8,750	--	\$ 8,750	--
Main Lift Station	2	\$ 8,750	--	\$ 8,750	--
Russian River Wastewater Treatment Plant	3	\$27,650	\$27,650	--	--
Vacation Beach Lift Station	3	\$ 8,750	\$ 8,750	--	--
Drakes Road Lift Station	TBD	\$ 8,750	--	--	\$ 8,750
Laughlin Road Lift Station	TBD	\$ 8,750	--	--	\$ 8,750
Rio Nido Lift Station	TBD	\$ 8,750	--	--	\$ 8,750
Watson Road Lift Station	TBD	\$ 8,750	--	--	\$ 8,750
TOTAL(S)			\$36,400	\$35,000	\$35,000

Sonoma Valley County Sanitation District

Facility	Site Priority	Estimated Cost	FY 2017/18 Budget	FY 2018/19 Budget	FY 2019/20 Budget
R4 Pump Station - SVCSD	4	\$ 8,750	--	\$ 8,750	--
District Irrigation Pump DPJ1 - SVCSD	TBD	\$ 8,750	--	\$ 8,750	--
Mulas BP-B1 Booster Station - SVCSD	TBD	\$ 8,750	--	\$ 8,750	--
Mulas BP-P2 Booster Station - SVCSD	TBD	\$ 8,750	--	\$ 8,750	--
R1, R2 DP-G1 Pump Sta - SVCSD	TBD	\$ 8,750	--	\$ 8,750	--
Sonoma Valley Hill Road Pump Station	TBD	\$ 8,750	--	--	\$ 8,750
Sonoma Valley Warm Springs Road Pump Station	TBD	\$ 8,750	--	--	\$ 8,750
TOTAL(S)			--	\$43,750	\$17,500

Geyserville Sanitation Zone

Facility	Site Priority	Estimated Cost	FY 2017/18 Budget	FY 2018/19 Budget	FY 2019/20 Budget
Geyserville Treatment Plant	TBD	\$8,750	--	--	\$8,750
		TOTAL	--	--	\$8,750

Penngrove Sanitation Zone

Facility	Site Priority	Estimated Cost	FY 2017/18 Budget	FY 2018/19 Budget	FY 2019/20 Budget
Penngrove Lift Station	TBD	\$8,750	--	\$8,750	--
		TOTAL	--	\$8,750	--

Facilities

Facility	Site Priority	Estimated Cost	FY 2017/18 Budget	FY 2018/19 Budget	FY 2019/20 Budget
204 Concourse Blvd.	6	\$14,700	\$14,700	--	--
404 Aviation Blvd.	5	\$14,700	\$14,700	--	--
Westside Facility	TBD	\$14,700	--	\$14,700	--
		TOTAL	\$29,400	\$14,700	--

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.

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

1. **INSURANCE**

1.1. Workers Compensation and Employers Liability Insurance

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

1.2. General Liability Insurance

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

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

1.3. Automobile Liability Insurance

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

1.4. 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 Water Agency.
- 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.

1.5. Standards for Insurance Companies

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

1.6. Documentation

a. The Certificate of Insurance must include the following reference: TW 17/18-033.

b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with Water Agency for the entire term of this Agreement and any additional periods if specified in Sections 1.1, 1.2, 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, Occidental County Sanitation District, Russian River County Sanitation District, Sonoma Valley County Sanitation District, and South Park County Sanitation District, 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. Water Agency, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, Water Agency may purchase the required insurance, and without further notice to Consultant, Water Agency may deduct from sums due to Consultant any premium costs advanced by Water Agency for such insurance. These remedies shall be in addition to any other remedies available to Water Agency.

Exhibit E

Site List

Water

- Kawana Booster Station
- Occidental Lift Station
- Occidental Road Production Well
- Occidental WWTP
- Sebastopol Road Production Well
- Todd Road Production Well

Wastewater

- Airport Treatment Plant & 800 Aviation
- Oceanview Reservoir Booster Station

Russian River County Sanitation District

- Beanwood Lift Station
- Guerneville Lift Station
- Guerneville Park Lift Station
- Russian River Main Lift Station
- Russian River Wastewater Treatment Plant
- Vacation Beach Lift Station

Sonoma Valley County Sanitation District

- R4 Pump Station

Facilities

- 204 Concourse Blvd, Santa Rosa
- 404 Aviation Blvd, Santa Rosa



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/10/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UNDER 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 Willis of Massachusetts, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: PHONE (A/C No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Allied World Assurance Company (U.S.) Inc.</td> <td>19489</td> </tr> <tr> <td>INSURER B: Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER C: Lexington Insurance Company</td> <td>19437</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Allied World Assurance Company (U.S.) Inc.	19489	INSURER B: Zurich American Insurance Company	16535	INSURER C: Lexington Insurance Company	19437	INSURER D:		INSURER E:		INSURER F:
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INSURER D:														
INSURER E:														
INSURER F:														
INSURED GHD Inc. 2235 Mercury Way, Suite 150 Santa Rosa, CA 95407 USA														

COVERAGES **CERTIFICATE NUMBER:** W4354756 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	0310-4497	12/01/2017	12/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY Coll Ded: 500 <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY Comp Ded: 250			BAP 3757423-02	07/01/2017	07/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired Physical Damag \$ 100000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 0380936-02	07/01/2017	07/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab.			031710989	12/01/2017	12/01/2018	Each Claim/Aggregate 1,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 GHD Project no.: 11136675, SCWA SVTP Electrical System Upgrades. Sonoma County Water Agency, Sonoma Valley County Sanitation District, their officers, agents, and employees are included as Additional Insureds as respects to General Liability including Ongoing and Completed operations where required by contract or agreement. General Liability policy shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insureds where required by contract or agreement. Waiver of Subrogation applies in favor of Additional Insureds with respects to General Liability where required by contract or agreement.

CERTIFICATE HOLDER Sonoma County Water Agency 204 Concourse Blvd. Santa Rosa, CA 95403	CANCELLATION 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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SR ID: 15294805

BATCH: 510937

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Name of Person or Organization:</p> <p>Where required by written contract</p>
--

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

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

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Name of Person or Organization: Where required by written contract</p>
<p>Location And Description of Completed Operations: Where required by written contract</p>
<p>Additional Premium: N/A</p>

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
Where required by written contract
Where required by written contract Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

POLICY NUMBER: 0310-4497

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Notwithstanding any other provision of this policy to the contrary, the insurance afforded to an additional insured under this policy will be primary to, and non-contributory with, any other insurance available to that person or organization in the event a contract or agreement you enter into requires you to furnish insurance to that person or organization of the type provided by this policy.

GL 00021 00 (07/09)



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Directors, Sonoma County Water Agency

Board Agenda Date: March 13, 2018

Vote Requirement: 2/3 - SVCSD

Department or Agency Name(s): Sonoma Valley County Sanitation District

Staff Name and Phone Number:

Greg Guensch 547-1972

Supervisorial District(s):

First

Title: Chase Street Bridge Sanitary Sewer Siphon

Recommended Actions:

- A. Authorize Sonoma County Water Agency's General Manager or designee, acting on behalf of Sonoma Valley County Sanitation District, to execute an agreement with City of Sonoma for funding of sanitary sewer line and siphon relocation during construction of Chase Street Bridge in the amount of \$113,245.
- B. Authorize the Sonoma County Water Agency's General Manager or designee to amend the agreement provided amendments do not cumulatively increase the total amount of the agreement beyond \$141,556 (or 25% over the original amount) and do not substantially change the scope of work, and authorize the General Manager or designee to terminate the agreement if necessary.
- C. Adopt a resolution authorizing adjustments to the Board Adopted Budget for Fiscal Year 2017-2018 for the Sonoma Valley County Sanitation District Construction Fund in the amount of \$99,885 for the Chase Street Bridge Sanitary Sewer Siphon.

Executive Summary:

The Sonoma Valley County Sanitation District (District) is responsible for maintaining the sanitary sewer system in Sonoma Valley. One of the District's sewer pipes runs under the Chase Street bridge across Nathanson Creek in the City of Sonoma (City). Through the process of creek bed erosion, this pipe has become exposed. Although it is encased in concrete, the casing itself is now eroded and the pipe is vulnerable to damage or breakage during high creek flows. The pipe and casing also create a fish barrier and contribute to further creek bed erosion. The preferred solution is to install a new pipe below the creek bed as a siphon. No cost-effective approach exists for retrofitting the pipe crossing and resolving the above issues as a stand-alone project. The City is preparing to replace the Chase Street Bridge, and the siphon can be installed at a significant cost savings to the District during the City's construction. The purpose of this Agreement is to establish the terms associated with the District paying the City for the cost of installing the new sewer pipe during its replacement of Chase Street Bridge.

Discussion:**HISTORY OF ITEM/BACKGROUND**

In 2010, following the break of an exposed sanitary sewer pipe under the City's Madrone Road Bridge, the District conducted a field assessment of the sanitary sewer-line stream crossings in Sonoma Valley to identify those that were exposed or potentially vulnerable to damage due to debris or erosion during high creek flows. The sanitary sewer pipe under Chase Street, where it crosses Nathanson Creek, is exposed above the bed of the creek and was identified as a high priority site. Although the pipe is encased in a 6-inch thick concrete casing, the casing is eroded in places, exposing the pipe. This exposure leaves the pipe vulnerable to further casing erosion and impacts from rocks moving along the creek bed during high flow events, and contributes to further undermining of the pipe due to bed scour and captures debris that could put significant loads on the pipe. Breakage of the pipe would release untreated sewage into the creek resulting in potential environmental damage and regulatory actions and fines. Additionally, the exposed pipe casing restricts the flow area under the bridge which contributes to further erosion of the creek, and creates a potential fish barrier during lower flows.

The Sonoma County Water Agency (Water Agency) operates the District under contract with the District. References to District employees are understood to be Water Agency employees acting on behalf of the District. Water Agency staff considered options for protecting the pipe and providing for fish passage, but was unable to identify a satisfactory retrofit that resolved the above issues. The preferred option is to replace the in-line pipe with a siphon located below the creek bed, thus eliminating danger to the pipe and allowing unimpaired fish passage. However, without replacing the entire bridge, a siphon would have to be installed using micro-tunneling techniques, which is prohibitively expensive.

The Chase Street Bridge is old and due for replacement. The City of Sonoma has received Federal Highway Administration funding, administered by Caltrans, to replace the bridge. This provides an ideal opportunity for the District to remove the potentially problematic sanitary sewer crossing and replace it with a siphon at a fraction of the cost of installing a siphon with the bridge in place using micro-tunneling techniques. In 2016, the District partnered with the City and contributed funding for the design of a siphon to be incorporated in the new bridge design. The City is planning to construct the new bridge in 2018.

The District has an encroachment permit for the sanitary sewer pipe that runs under Chase Street. This means that the District is responsible for paying for any necessary relocation. This Agreement establishes the terms associated with the District paying the City for the cost of replacing the sanitary sewer pipe with a new siphon system during their construction of the new bridge. Because the City is working with Caltrans administered funding, they are required to adhere to the Caltrans Utility Agreement template when entering into construction related agreements affecting utilities. In that template, there is language requiring the District to pay the City up to 125% of the original amount of the agreement if costs exceed the City's original estimate. The District is preparing to meet that, if required to do so, by requesting General Manager amendment authority to increase the amount of the agreement from \$113,245 up to a new total of \$141,556.

SERVICES TO BE PERFORMED

Under the proposed agreement, the City will be responsible for construction of a replacement sanitary sewer line and siphon to cross Nathanson Creek as part of their Chase Street Bridge replacement project.

REQUEST FOR WATER AGENCY GENERAL MANAGER OR DESIGNEE AMENDMENT AUTHORITY

The District’s standard template used for professional services agreements includes the following language, “Changes to lengthen time schedules or make minor modifications to the scope of work, which do not increase the amount paid under the Agreement, may be executed by the Water Agency’s General Manager in a form approved by County Counsel.” Since the subject agreement was prepared using a Caltrans form, this language is not included. Therefore, staff recommends that the Water Agency’s General Manager be authorized to amend the agreement, if appropriate, in keeping with standard protocol.

REQUEST FOR WATER AGENCY GENERAL MANAGER OR DESIGNEE TERMINATION AUTHORITY

The District’s standard template used for professional services agreements includes the following language, “District’s right to terminate may be exercised by Sonoma County Water Agency’s General Manager.” Since the subject agreements were prepared by using a Caltrans form, this language is not included. Therefore, staff requests that the Water Agency’s General Manager or designee be authorized to terminate the agreement, if appropriate, in keeping with standard protocol.

RECOMMENDATION

District staff recommends that the Board authorize Water Agency’s General Manager to execute an agreement with the City for funding of sanitary sewer line and siphon construction during their Chase Street Bridge replacement project for a cost of \$113,245. Also authorize the Water Agency’s General Manager to amend the agreement as needed to accomplish the project, provided amendments do not cumulatively increase the total amount of the agreement beyond \$141,556 and do not substantially change the scope of work. This item also requests General Manager authority to terminate the agreement if necessary. To provide funding, Water Agency staff also recommend adoption of a resolution authorizing adjustments to the Board Adopted Budget for Fiscal Year 2017-2018 for the Sonoma Valley County Sanitation District Construction Fund in the amount of \$99,885.

Prior Board Actions:

None

Strategic Plan Alignment Goal 3: Invest in the Future

This item improves operational reliability of wastewater treatment system in Sonoma Valley by reducing the risk of damage or breakage to the sanitary sewer pipe under Chase Street where it crosses Nathanson Creek.

Wastewater Treatment and Water Reuse, Goal 1: Improve operational reliability of wastewater treatment and water reuse systems.

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses	\$41,671		
Additional Appropriation Requested	\$99,885		
Total Expenditures	\$141,556		
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other	\$141,556		
Use of Fund Balance			
Contingencies			
Total Sources	\$141,556		
Narrative Explanation of Fiscal Impacts:			
<p>\$41,671 is available from the Sonoma Valley County Sanitation District Construction Fund. Costs of the project were not known at the time of budget preparation, and additional appropriations of \$99,885 are required from the Sonoma Valley County Sanitation District Construction Fund in FY 2017/2018. With Board approval, appropriations will be made pursuant to the attached budgetary resolution (attachment R1).</p>			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Agreement Resolution			
Related Items “On File” with the Clerk of the Board:			
None			

Date: March 13, 2018

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Directors Of The Sonoma Valley County Sanitation District Authorizing Adjustments to the Board Adopted Budget for Fiscal Year 2017-2018 for the Sonoma Valley County Sanitation District Construction Fund in the Amount of \$99,885.

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

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

Whereas, the District desires to adjust the Fiscal Year 2017-2018 Adopted Budget for Sonoma Valley County Sanitation District Construction Fund in the amount of \$99,885 for the Chase Street Sanitary Sewer Siphon Project; and

Whereas, a resolution from the District'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 Valley County Sanitation District Construction Fund Fiscal Year 2017-2018 budget as follows:

Resolution #

Date:

Page 2

Fiscal Year 2017-2018 Expenditures		Amount
V0093C001	Sonoma Valley County Sanitation District Chase Street Sanitary Sewer Siphon Project	
43302- 33080200	Sonoma Valley County Sanitation District Construction Fund	
19832	CIP – Infrastructure	99,885.00
Total Expenditures		99,885.00
Fiscal Year 2017-2018 Funding Sources		
43302- 33080200	Sonoma Valley County Sanitation District Construction Fund	
	Fund Balance	99,885.00
Total Funding Sources		99,885.00

Be It Further Resolved

Directors:

Gorin:

Gore:

Agrimonti:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

County	Route	P.M.	Project #
SON			0811
Fed. Aid. No. BRLS-5114(016)			
Owner's File: Chase Street Bridge Sanitary Sewer Facility Relocation (OWNER Project-Activity Code V0003C007, TW# 17/18-011)			
FEDERAL PARTICIPATION: On the Project <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No On the Utilities <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

UTILITY AGREEMENT NO. 0811-2

DATE _____

The City of Sonoma hereinafter called "CITY" proposes to construct the Chase Street Bridge on Chase Street in the City of Sonoma, Sonoma County, California.

And: The Sonoma Valley County Sanitation District

Hereinafter called "OWNER" owns and maintains sanitary sewer facilities within the limits of CITY's Chase Street Bridge project that require relocation of said facilities to accommodate CITY's project.

It is hereby mutually agreed that:

I. WORK TO BE DONE

In accordance with Notice to Owner No. #0811-2, dated November, 2017, CITY, shall relocate approximately 160 linear feet of the six-inch (6") sewer main piping, requiring installation of an inverted siphon, casing, and appurtenances as shown on CITY's contract plans for the construction of the Chase Street Bridge which by this reference are made a part hereof. OWNER hereby acknowledges review of CITY's plans for work and agrees to the construction in the manner proposed. CITY has completed the design phase under a previous agreement with the OWNER. Deviations from the plan described above initiated by either the CITY or the OWNER, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Such Revised Notices to Owner, approved by the CITY and agreed to/acknowledged by the OWNER, will constitute an approved revision of the plan described above and are hereby made a part hereof. No work under said deviation shall commence prior to written execution by the OWNER of the Revised Notice to Owner. Changes in the scope of the work will require an amendment to this Agreement in addition to the revised Notice to Owner. OWNER shall have the right to inspect the work during construction. Upon completion of the work by CITY, and OWNER's approval of the work after inspection, OWNER agrees to accept ownership and maintenance of the constructed facilities and relinquishes to CITY ownership of the replaced facilities.

Upon completion of the work by CITY, the CITY agrees to provide the OWNER with a final complete set of all PROJECT construction documents. Such documents shall be prepared by and signed and stamped by, or under the responsible charge of, appropriately registered professionals. The 10-year hydraulic grade line shall be drawn on the final PROJECT profile drawing.

UTILITY AGREEMENT NO. 0811-2

II. LIABILITY FOR WORK

The existing facilities are located within the CITY’s right of way under permit and will be relocated at OWNER’s expense under the provisions of the CITY’s permit.

Relocation Cost Estimate:	\$ 113,245
Total Estimated OWNER Liability (100%).....	\$ 113,245
Total Estimated CITY Liability (0%).....	\$ 0.00

III. PERFORMANCE OF WORK

OWNER shall have access to all phases of the relocation work to be performed by CITY, as described in Section I above, for the purpose of inspection to ensure that the work is in accordance with the specifications contained in the Highway Construction Contract; however, all questions regarding the work being performed will be directed to CITY’s Resident Engineer for their evaluation and final disposition.

CITY shall coordinate the work with OWNER’s Project Manager. Contact information and mailing addresses:

CITY:
Katherine Wall
City of Sonoma
No.1 The Plaza
Sonoma, CA 95476

OWNER:
Greg Guensch
Sonoma Valley County Sanitation District
c/o Sonoma County Water Agency
404 Aviation Boulevard
Santa Rosa, CA 95405
707-547-1972
Gregory.Guensch@scwa.ca.gov

UTILITY AGREEMENT NO. 0811-2

IV. PAYMENT FOR WORK

The estimated cost to OWNER for the work being performed by the CITY's contractor is \$113,245. Upon execution of this Agreement and receipt of an invoice therefore, OWNER shall deposit with CITY \$11,324.50, which is to finance 10 percent of OWNER's share of relocation costs. Upon award of the construction contract, and receipt of an invoice therefore, and receipt of evidence of insurance and indemnification required in (Exhibit A), OWNER will deposit with CITY \$101,920.50, which is to finance 90 percent of OWNER's share of relocation costs.

In the event actual final relocation costs as established herein are less than the sum of money advanced by OWNER to CITY, CITY hereby agrees to refund to OWNER the difference between said actual cost and the sum of money so advanced. In the event that the actual cost of relocation exceeds the amount of money advanced to CITY, in accordance with the provisions of this Agreement, OWNER hereby agrees to reimburse CITY said deficient costs upon receipt of an itemized bill as set forth herein.

It is understood and agreed that the CITY will not pay for any betterment or increase in capacity of OWNER's facilities in the new location.

Not more frequently than once a month, but at least quarterly, CITY will prepare and submit progress bills for costs incurred not to exceed CITY's recorded costs as of the billing date less estimated credits applicable to completed work. Payment of progress bills not to exceed the amount of this Agreement may be made under the terms of this Agreement. Payment of progress bills which exceed the amount of this Agreement may be made after receipt and approval by OWNER of documentation supporting the cost increase and after an Amendment to this Agreement has been executed by parties to this Agreement.

The CITY shall submit a final bill to the OWNER within 360 days after the completion of the work described in Section I above. If the OWNER has not received a final bill within 360 days after notification of completion of CITY's work described in Section I of this Agreement, OWNER will provide written notification to CITY of its intent to close its file within 30 days and CITY hereby acknowledges, to the extent allowed by law, that all remaining costs will be deemed to have been abandoned.

The final billing shall be in the form of an itemized statement of the total costs charged to the project, less the credits provided for in this Agreement, and less any amounts covered by progress billings. However, the OWNER shall not pay final bills which exceed the estimated cost of this Agreement without documentation of the reason for the increase of said cost from the CITY. If the final bill exceeds the CITY's estimated costs solely as the result of a revised Notice to Owner as provided for in Section I, a copy of said revised Notice to Owner shall suffice as documentation.

In any event if the final bill exceeds 125% of the estimated cost of this Agreement, an Amended Agreement shall be executed by the parties to this Agreement prior to the payment of the CITY'S final bill. Any and all increases in costs that are the direct result of deviations from the work described in Section I of this Agreement shall have the prior concurrence of OWNER.

Detailed records from which the billing is compiled shall be retained by the CITY for a period of three years from the date of the final payment and will be available for audit by OWNER, State and/or Federal auditors. In performing work under this Agreement, CITY agrees to comply with the Uniform System of Accounts for Public Utilities found at 18 CFR, Parts 101, 201, et al., to the extent they are applicable to CITY doing work on the project that is the subject of this agreement, the contract cost principles and procedures as set forth in 48 CFR, Chapter 1,

UTILITY AGREEMENT NO. 0811-2

Part 31, et seq., 23 CFR, Chapter 1, Part 645 and 2 CFR, Part 200, et al. If a subsequent OWNER, State and/or Federal audit determines payments to be unallowable, CITY agrees to reimburse OWNER upon receipt of OWNER billing.

V. GENERAL CONDITIONS

If CITY's project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work by OWNER, CITY will notify OWNER in writing and CITY reserves the right to terminate this Agreement by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement. If OWNER is informed by CITY of the cancellation or modification of CITY's project, and this Agreement is terminated, costs incurred by OWNER up to the time of said notification and/or termination shall be considered wasted work. CITY shall be responsible for compensating OWNER for wasted work. OWNER shall submit a written statement of actual wasted work costs to the CITY. A separate Utility Agreement obligating the CITY to compensate OWNER for wasted work shall be executed by both parties.

CITY shall submit a Notice of Completion to the OWNER within 30 days of the completion of the work described herein.

It is understood that said highway is a Federal aid highway and accordingly, 23 CFR, Chapter 1, Part 645 is hereby incorporated into this Agreement.

In addition, the provisions of 23 CFR 635.410, Buy America, are also incorporated into this agreement. The Buy America requirements are further specified in Moving Ahead for Progress in the 21st Century (MAP-21), section 1518; 23 CFR 635.410 requires that all manufacturing processes have occurred in the United States for steel and iron products (including the application of coatings) installed on a project receiving funding from the FHWA.

CITY and OWNER understands and acknowledges that this project is subject to the requirements of the Buy America law (23 U.S.C., Section 313) and applicable regulations, including 23 CFR 635.410 and FHWA guidance. CITY and OWNER hereby certifies that in the performance of this Agreement, for products where Buy America requirements apply, it shall use only such products for which it has received a certification from its supplier, or provider of construction services that procures the product certifying Buy America compliance. This does not include products for which waivers have been granted under 23 CFR 635.410 or other applicable provisions or excluded material cited in the California Department of Transportation's guidelines for the implementation of Buy America requirements for utility relocations issued on December 3, 2013.

If, in connection with performance of the Work hereunder, CITY provides any materials that are subject to the Buy America Rule, CITY acknowledges and agrees that CITY shall be solely responsible for satisfying any and all requirements relative to the Buy America Rule concerning the materials thus provided (including, but not limited to, ensuring and certifying that said materials comply with the requirements of the Buy America Rule).

CITY and OWNER further acknowledges that each, in complying with the Buy America Rule, is expressly relying upon the instructions and guidance (collectively, "Guidance") issued by the California Department of Transportation and its representatives concerning the Buy America Rule requirements for utility relocations within the State of California. Notwithstanding any provision herein to the contrary, CITY and OWNER shall not be deemed in breach of this Agreement for any violations of the Buy America Rule if CITY's and OWNER's actions are in compliance with the Guidance.

UTILITY AGREEMENT NO. 0811-2

IN WITNESS WHEREOF, the above parties have executed this Agreement the day and year above written.

CITY OF SONOMA

By: _____
City Manager

By _____
NAME Date

APPROVAL RECOMMENDED:

By: _____
Public Works Director/
City Engineer

By _____
NAME Date

OWNER:
SONOMA VALLEY COUNTY SANITATION DISTRICT

REVIEWED AS TO FORM:

REVIEWED AS TO SUBSTANCE:

By: _____
County Counsel Date

By: _____
Chair of the Board Date

REVIEWED AS TO FUNDS:

ATTEST:

By: _____
Division Manager Date
Administrative Services

By: _____
Clerk of the Board of Directors Date

EXHIBIT A
INSURANCE AND INDEMNIFICATION REQUIREMENTS

UTILITY AGREEMENT NO. 0811.2

CITY shall maintain insurance and/or self-insurance as specified below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. CITY shall not commence Work, nor allow its employees, subcontractors or anyone to commence Work until the required insurance has been submitted and approved by OWNER and a Notice to Proceed has been issued. Any requirement for insurance to be maintained after completion of the Work shall survive this Agreement.

CITY shall require all of its contractors and other agents to maintain the insurance specified in Section II of this Exhibit unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*.

OWNER 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 CITY 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.

I. CITY - Required Insurance

1. Workers Compensation Insurance & Employers Liability Insurance

- a. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- b. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- c. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against OWNER.
- d. Required Evidence of Insurance:
 - i. Subrogation waiver endorsement, and
 - ii. Certificate of Insurance.
- e. If injury occurs to any employee of CITY, Subcontractor or sub-subcontractor for which the employee, or the employee's dependents in the event of employee's death, is entitled to compensation from OWNER under provisions of the Workers' Compensation Insurance and Safety Act, as amended, or for which compensation is claimed from OWNER, OWNER may retain out of sums due, the amount sufficient to cover such compensation, as fixed by the Act, as amended, until such compensation is paid, or until it is determined that no compensation is due. If OWNER is compelled to pay compensation, OWNER may, in its discretion, either deduct and retain from the sums due the amount so paid, or require to reimburse OWNER.

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than ISO form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each Project. If CITY maintains higher limits than the specified minimum limits, OWNER requires and shall be entitled to coverage for the higher limits maintained by CITY.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. CITY is responsible for any deductible or self-insured retention and shall fund it upon OWNER's written request, regardless of whether CITY has a claim against the insurance or is named as a party in any action involving the OWNER.

- d. Insurance shall be maintained for the entire period of the Work including any warranty period. Completed operations insurance shall be maintained after the end of the warranty period for one (1) year after the end of the warranty period.
- e. Owner, its Board of Directors, and its employees, representatives, consultants, and agents and Sonoma County Water Agency, its employees, representatives, consultants, and agents shall be endorsed as additional insureds for liability arising out of ongoing and completed operations by or on behalf of the CITY in the performance of the Work under this Agreement. Additional insured status shall continue for the period specified in Section 2.d. above.
- f. The policy definition of “insured contract” shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard.
- g. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- h. The policy shall not exclude injury or damage caused by, or resulting from, explosion, collapse and/or underground hazards.
- i. The policy shall not contain a Contractors' Warranty or other similar language which eliminates or restricts insurance because of a subcontractor's failure to carry specific insurance or to supply evidence of such insurance.
- j. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against all persons or entities that are, or are required to be, additional insureds.
- k. The policy shall cover inter-insured suits between CITY and the additional insureds and shall include a “separation of insureds” or “severability” clause which treats each insured separately.
- l. Required Evidence of Insurance:
 - i. Additional insured endorsements or policy language granting additional insured status;
 - ii. Endorsement or policy language indicating that insurance is primary and non-contributory; and
 - iii. Certificate of Insurance.

3. Automobile Liability Insurance

- a. Minimum Limits: \$1,000,000: \$1,000,000 combined single limit per accident.
- b. Insurance shall apply to all owned, hired and non-owned vehicles.
- c. OWNER, its Board of Directors, and their employees, representatives, consultants, and agents shall qualify as insureds.
- d. Insurance shall be maintained for the entire term of this Agreement, including any warranty period.
- e. Required Evidence of Insurance:
 - i. Endorsement or policy language indicating that OWNER, its Board of Directors, and their employees, representatives, consultants, and agents are insureds; and
 - ii. Certificate of Insurance.

4. Pollution Liability Insurance

- a. Minimum Limits: \$1,000,000 per pollution Incident; \$1,000,000 Aggregate.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. CITY is responsible for any deductible or self-insured retention and shall fund it upon OWNER's written request, regardless of whether CITY has a claim against the insurance or is named as a party in any action involving the OWNER.
- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of Work.
- d. Insurance shall be maintained for the entire period of the Work including any warranty period, plus one (1) year after the end of the warranty period.
- e. If the insurance is on a Claims-Made basis, the continuation coverage may be provided by: (a) renewal of the existing policy; (b) an extended reporting period endorsement; or (c) replacement insurance with a retroactive date no later than the commencement of the Work.
- f. Owner, its Board of Directors, and Sonoma County Water Agency, its employees, representatives, consultants, and agents; shall be endorsed as additional insureds for liability arising out of ongoing and completed operations by or on behalf of the Contractor in the performance of the Contract Documents.

- g. The insurance provided to the additional insureds shall apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by them.
- h. Required Evidence of Insurance:
 - i. Additional insured endorsement or policy language granting additional insured status;
 - ii. Endorsement or policy language indicating that coverage is primary and non-contributory; and
 - iii. Certificate of Insurance.

5. Increase of Minimum Limits

- a. Required minimum amounts of insurance may be increased should conditions of Work, in opinion of OWNER, warrant such increase. CITY shall increase required insurance amounts upon direction by OWNER.

6. Documentation

- a. The Certificate of Insurance shall include the following reference: insert contract number 0811-21839.3.
- b. CITY agrees to maintain current Evidence of Insurance on file with OWNER for the periods of insurance specified above in Sections 1-4. Any requirement to maintain insurance after Final Completion of the Work, including providing Certificates evidencing required Insurance, shall survive the Agreement.
- c. Required Evidence of Insurance shall be submitted to Sonoma Valley County Sanitation District c/o 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. CITY 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.

7. Policy Obligations

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

8. Material Breach

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

II. CITY's CONTRACTORS - Required Insurance

- 1. With respect to their portion of the work, CITY's contractors of all tiers shall maintain the same insurance required to be maintained by CITY.

III. CITY – Indemnification Obligation

- 1. CITY agrees to accept all responsibility for loss or damage to any person or entity, including Sonoma County Water Agency, and OWNER, and to indemnify, hold harmless, and release Sonoma County Water Agency, and OWNER, their officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including CITY, that arise out of, pertain to, or relate to CITY'S or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. CITY agrees to provide a complete defense for any claim or action brought against Sonoma County Water Agency, and OWNER based upon a claim relating to CITY'S or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. CITY'S obligations under this Paragraph III apply whether or not there is concurrent or contributory negligence on the part of Sonoma County Water Agency, or OWNER, but, to the extent required by law, excluding liability

due to conduct of Water Agency or OWNER. Sonoma County Water Agency and OWNER shall have the right to select their legal counsel at CITY'S expense, subject to CITY'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 CITY or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Directors, Sonoma County Water Agency

Board Agenda Date: March 13, 2018

Vote Requirement: Majority

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

Staff Name and Phone Number:

Andrea Pecharich 707-547-1942

Supervisorial District(s):

Fourth

Title: Mark West Creek Fish Antenna Power Supply

Recommended Actions:

Authorize Water Agency's General Manager to execute a revocable license agreement with Town of Windsor for license and use of power supply through March 31, 2028, in the amount not to exceed \$3,000 over the term of the agreement, consistent with other agreements, authorize the General Manager to amend this agreement to extend the term, and authorize the General Manager to terminate the agreement.

Executive Summary:

The Sonoma County Water Agency (Water Agency) is requesting authorization for the General Manager to enter into an agreement with the Town of Windsor (Town). The agreement would allow the Water Agency to draw power from a Town meter on an existing power pole in order to operate a fish Passive Integrated Transponder (PIT) tag antenna located in Mark West Creek. The antenna will allow the Water Agency to monitor threatened and endangered fish populations in the Russian River. Information gathered from the antenna will be used to estimate stream-specific salmonid survival and abundance at multiple life stages, as well as movement patterns throughout the watershed.

Discussion:

HISTORY OF ITEM/BACKGROUND

Water Agency is requesting a Revocable License and Use Agreement (Agreement) with the Town to help facilitate ongoing monitoring efforts for threatened and endangered fish populations in the Russian River, specifically within the Mark West Creek watershed. The Agreement would allow the Water Agency to use power from an existing PG&E power pole owned by the Town to operate a fish (PIT tag) antenna on Mark West Creek. The electrical work to connect power and install a sub-meter will be completed by Water Agency staff. The Town will bill the Water Agency on an annual basis for actual power used by the PIT tag antenna reader, not to exceed \$3,000 total over the term of the Agreement.

As part of an effort to meet multiple salmonid monitoring objectives in the Russian River, the Russian River Coho Salmon Captive Broodstock Program, California Coastal Salmonid Monitoring Program, California Sea Grant and the Water Agency operate an extensive network of PIT tag antenna arrays throughout the Russian River watershed. Each year, thousands of juvenile coho salmon, steelhead and Chinook salmon are tagged through these programs. PIT tag antennas located on the mainstem of the Russian River and on five tributaries have been used to generate data to estimate stream-specific salmonid survival and abundance at multiple life stages, as well as movement patterns throughout the watershed. Earlier this year California Sea Grant and the Water Agency were awarded grant funds through the National Oceanic and Atmospheric Administration Habitat Blueprint to install similar PIT antenna arrays on Mark West Creek, a significant network of salmonid stream habitat within the lower Russian River watershed where only limited monitoring currently occurs. Mark West Creek has recently become one of four Russian River tributaries that are the focus of state and federal emergency flow-related recovery actions, including the National Marine Fisheries Services' and California's Department of Fish and Wildlife's Voluntary Drought Initiative and the State Water Resources Control Board emergency regulations, and it is one of the highest priority streams for restoration under the California Water Action Plan. Given these designations, an increasing amount of resources will be allocated towards improving habitat within this stream system, and a solid monitoring infrastructure will be critical in helping to identify projects and evaluate enhancement work.

Water Agency requires Board of Directors' authority for General Manager to execute this Agreement because the General Manager's standard delegated authority does not include revocable license and use agreements.

REQUEST FOR WATER AGENCY GENERAL MANAGER AMENDMENT AUTHORITY

The Water Agency's standard template used for agreements includes the following language, "Changes to lengthen time schedules or make minor modifications to the scope of work, which does not increase the amount paid under the Agreement, may be executed by the Water Agency's General Manager in a form approved by County Counsel." Since the subject agreement was prepared by the Town using its form, this language is not included. Therefore, staff recommends that the Water Agency's General Manager be authorized to amend the agreement, if appropriate, in keeping with standard protocol.

REQUEST FOR WATER AGENCY GENERAL MANAGER TERMINATION AUTHORITY

The Water Agency's standard template used for agreements includes the following language, "Water Agency's right to terminate may be exercised by Sonoma County Water Agency's General Manager." Since the subject agreements were prepared by the Town using its form, this language is not included. Therefore, staff requests that the Water Agency's General Manager be authorized to terminate the agreement, if appropriate, in keeping with standard protocol.

RECOMMENDATIONS

Water Agency staff recommends that the Board of Directors authorize Water Agency's General Manager to execute a revocable license agreement with the Town, to amend this agreement to extend the term, and to terminate the agreement.

Prior Board Actions:

None

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

County Strategic Plan Alignment:
 Economic & Environmental Stewardship: This project enables the Water Agency to monitor sensitive fish populations and to promote the preservation of their natural habitat.

Water Agency Strategic Plan Alignment:
 Water Supply and Transmission System, Goal 2: Maintain and improve the reliability of the Water Transmission System.

Fiscal Summary

Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses	3,000		
Additional Appropriation Requested			
Total Expenditures	3,000		

Funding Sources

General Fund/WA GF			
State/Federal			
Fees/Other	3,000		
Use of Fund Balance			
Contingencies			
Total Sources	3,000		

Narrative Explanation of Fiscal Impacts:

Budgeted amount of \$3,000 is available from FY 2017/2018 appropriations for the Russian River Fish Enhancement Environmental Restoration fund. No additional appropriation is required.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

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

nw\\S:\Agenda\agrees\03-13-2018 WA Mark West Creek Fish Antenna Power Supply_summ.docm

CF/45-1.1-21 Windsor, Town of (Revocable License and Use Agree for Mark West Crk Fish Antenna Power Supply Proj) 17/18-034 (ID 6883)

DRAFT REVOCABLE LICENSE AND USE AGREEMENT

This Revocable License and Use Agreement (the “Agreement”) is entered into on _____, 2018 (“Effective Date”), between the Town of Windsor, a California municipal corporation, hereinafter referred to as "Licensor," and the Sonoma County Water Agency, a body corporate and politic of the State of California, hereinafter referred to as "Licensee," and is made with reference to the following facts:

RECITALS

A. Licensor is the owner of the real property located at Trenton-Healdsburg Road at APN 066-280-041 (the “Property”).

B. Adjacent to the westerly property line of the Property, there exists a public right-of-way (the “ROW”) that is owned by County of Sonoma for roadway and utility purposes. Located within the ROW there exists a utility pole and meter owned by the Licensor. The Property, the utility pole, and meter are collectively referred to herein as the “Licensed Premises”.

C. Licensee desires to connect to the existing meter (Licensed Premises) to provide power for a fish antenna reader control box (the “Project”).

D. The Project will be located as depicted in Exhibit “A” attached hereto and incorporated herein by reference.

E. Licensee has obtained an encroachment permit from the County of Sonoma to access the Licensed Premises.

F. Licensor is agreeable to permitting said Project in the Licensed Premises upon the terms and conditions expressed herein below.

NOW, THEREFORE, in consideration of the foregoing promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions set forth herein below, the parties hereto (the “Parties”) agree as follows:

AGREEMENT

1. License: Licensor hereby grants to Licensee and its successors and assigns, subject to the terms and conditions contained herein, a revocable right (the “License”) to use of the Licensed Premises for the sole purpose to install the Project and provide continued access to the Project:

a. The Project permitted to be installed, and required to be maintained, by Licensee consists of: electrical connection to the power supply box owned by the Licensor and a metered electrical connection between the Licensor's utility pole and the antenna reader.

b. The Licensed Premises upon which the Project may occur, is described as follows: Utility pole and meter on the shoulder of the roadway westerly to the Licensor Property at Trenton-Healdsburg Road.

c. This Agreement does not constitute a lease, but rather a mere revocable license. Licensee is limited to use of the Licensed Premises expressly and specifically as provided herein.

2. Construction: Any construction, installation or maintenance requiring work within the Licensed Premises shall only be performed under the terms of this Agreement.

3. Construction and Maintenance Expenses: Licensee shall bear the entire cost and expense of installing, reinstalling, and maintaining the Project. Licensee further agrees that work upon or in connection with said Project shall be done at such times and in such manner as is approved in advance by Licensor, and in accordance with plans and specifications approved by Licensor. Licensee and/or Licensee's contractor performing the works shall obtain an encroachment permit from the appropriate agencies including the Town of Windsor and the County of Sonoma.

a. Licensee shall not modify or in any fashion change the Project, once installed, without the written permission of Licensor.

b. Licensee agrees to install the Project, in compliance with all applicable state, federal and local laws, rules and regulations, and to maintain said Project in a good, sound, and aesthetic condition that is satisfactory to Licensor in the exercise of Licensor's sole discretion. If Licensee fails to maintain the Project in satisfactory condition, Licensee hereby grants to Licensor the right to either remove the Project or assume maintenance of the Project, at Licensor's sole option. If Licensor is required to remove and/or maintain the Project for any reason, including without limitation Licensee's failure to maintain the Project in satisfactory condition, Licensee agrees to reimburse Licensor for the cost thereof, within thirty (30) days of receipt of an invoice from Licensor. If an invoice is not timely paid, the remaining balance shall accrue interest at the maximum legal rate of interest per year until paid in full.

4. Removal and/or Replacement of Project: Licensee expressly acknowledges that the Project is being allowed to be installed on Licensor's Licensed Premises and that, from time to time, said Licensed Premises may require the Project's relocation, destruction and/or removal. In that event, Licensee hereby expressly consents to the removal and/or replacement of the Project, in Licensor's discretion, upon notice as provided herein.

Licensee hereby waives any/or all claims against Licensor for any and all damage or injury done to the Property and/or the structures located thereon caused as a result of Licensor's removal and/or replacement of the Project.

5. Use and Payment of Electrical Power

a. Method of Payment.

1. Total costs to Licensee under this Agreement shall be the actual cost of power used, not to exceed Three Thousand Dollars (\$3,000).
2. Licensor shall be paid actual costs per kwhr used by Licensee and charged to Licensor by PG&E. Usage will be determined by the Licensee's meter installed on the antenna reader box. Licensee will submit a photograph of the meter showing usage to Licensor no later than December 31 each year. Licensor will use photograph to calculate cost of Licensee's usage and submit an invoice to the Licensee.
3. Licensee will provide an initial dated photograph of the meter upon installation. The start date for billing will be the date of this photograph.

b. Invoices. Licensor shall submit bills annually that show or include:

1. Licensor name and remittance address
2. Meter site address
3. Name of agreement
4. Licensee's Project-Activity Code W0006B006
5. Itemized calculation of usage based on meter photograph provided by Licensee.

6. Indemnification and Hold Harmless:

a. Licensee shall assume all risks of damage to the Project and any appurtenances thereto and to any other property of or under the control of Licensee on the Licensed Premises.

b. To the maximum extent permitted by law, Licensee agrees to and shall indemnify, defend and save harmless Licensor, its elected officials, directors, officers, employees, and agents from and against any and all loss, claims, liabilities, expenses, costs, suits and damages, including without limitation attorneys' fees and costs of litigation, arising out of any property damage, personal injury or death of any person arising out of the construction, maintenance, removal, replacement, rehabilitation, repair, or the location of the Project, or transit upon the Licensed Premises by Licensee or its agents, or from the negligence or other wrongful conduct of Licensee, its contractors, agents or invitees on the Licensed Premises, except as caused by the sole negligence or willful misconduct of Licensor. The indemnification and defense provisions under this Section shall survive the expiration or earlier termination of this Agreement.

7. Termination and Term: The term of this revocable Agreement and the License granted hereunder shall be ten (10) years from the Effective Date, but in no event later than March 31, 2028, unless earlier terminated in accordance with the provisions hereof. This Agreement and the License granted hereunder are terminable by either Licensor or Licensee upon giving written notice pursuant to Section 8 to the other party, at least thirty (30) days prior to the effective date of termination.

a. Should Licensee at any time abandon the use of the Licensed Premises or any part thereof, or fail at any time to use the Licensed Premises for the purpose for which this License has been granted for a continuous period of six (6) months, the rights and obligations hereby created shall cease to the extent of the use so abandoned and/or discontinued, and Licensor shall have the right to declare the License and this Agreement terminated.

b. Upon termination of the rights and privileges hereby granted, Licensee, at its own cost and expense, agrees to abandon the Project per Licensor's standards and return the Licensed Premises to the condition prior to the execution of this Agreement. Should Licensor fail, neglect, or refuse to abandon the Project or return the Licensed Premises to such condition, such abandonment may be performed by Licensor at the expense of Licensee, which expense, including any attorneys' fees, Licensee agrees to pay upon demand and in accordance with Section 3(b) herein.

c. This Agreement shall expire on March 31, 2028, unless terminated earlier in accordance with the provisions herein.

8. Notices: Any and all notices and demands required or permitted to be given hereunder, shall be in writing and shall be served either personally or by certified mail, return receipt requested, to the following addresses:

If to Licensor, to: Town of Windsor
 Attn: Public Works Director/Town Engineer
 9291 Old Redwood Highway
 P.O. Box 100
 Windsor, CA 95492

If to Licensee, to: Sonoma County Water Agency
 Attn: Dr. Gregg Horton, W.A. Principal Environmental Specialist,
 Environmental Resources
 404 Aviation Blvd.
 Santa Rosa, Ca 95403

9. Non-Waiver: The waiver by Licensor of any breach or any term, covenant, or condition herein shall not be deemed to be a waiver of such term, covenant, condition or any subsequent breach of the same, or any other term, covenant or condition herein contained.

10. Amendment: This Agreement may only be amended by a written instrument signed by both Parties.

11. Attorneys' Fees: In the event that either party is required to bring an action to enforce or interpret terms and conditions of this Agreement, the prevailing party shall be entitled to payment of its reasonable attorneys' fees, expert witness fees and costs of litigation.

12. Assignment; Assigns and Successors: This Agreement and any right hereunder shall not be assigned or otherwise transferred in whole or in part without the prior written consent of Licensor, and any attempt to assign or transfer shall be of no force or effect absent such consent. Notwithstanding the foregoing, this Agreement shall inure to the benefit and be binding upon each Party's assigns and successors, and it is the intent of the Parties that this Agreement and its terms and conditions shall run with the land and be binding upon all successors in interest to the Property and the Licensed Premises.

13. Tax Liability: This Agreement may create a possessory interest subject to taxation. Pursuant to California Revenue & Taxation Code section 107.6, the Licensee is hereby notified that it may be subject to the payment of property taxes levied on such interest.

14. Governing Law; Venue: This Agreement shall be enforced and interpreted under the laws of the State of California and the Town of Windsor. Any action arising from or brought in connection with this Agreement shall be venued in a court of competent jurisdiction in the County of Sonoma, State of California.

15. Severability: If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining terms and provisions of this Agreement shall continue to be in full force and effect.

16. No Third Party Beneficiaries: The Parties do not intend to create, and nothing in this Agreement shall be construed to create, any benefit or right in any third party.

17. Entire Agreement: This Agreement, together with any exhibits attached hereto and incorporated herein, constitutes the entire agreement between the Parties with respect to the subject hereof, and supersedes any and all prior agreements or understandings, oral or written, between the Parties in this regard.

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IN WITNESS WHEREOF, the undersigned have executed this Agreement the day and year first written above.

Reviewed as to funds:

TW 17/18-034

By: _____
Water Agency Division Manager -
Administrative Services

Approved as to form:

Approved as to form:

By: _____
Cory O'Donnell, Deputy County Counsel

By: _____
Robin Donoghue
Town Attorney

Recommend for Approval:

By: _____
Toni Bertolero
Public Works Director, Town Engineer

Sonoma County Water Agency

Town of Windsor

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

By: _____
John Jansons
Town Manager

Date: _____

Date: _____

EXHIBIT A
Sonoma County Water Agency Mark West Creek Fish Antenna Project Area



* Areas shown in blue represent vehicle parking and staging. Work under this Agreement will be completed behind the guard rail in the area shown in red.



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Directors, Sonoma County Water Agency

Board Agenda Date: March 13, 2018

Vote Requirement: Majority

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

Staff Name and Phone Number:

Dale Roberts / 547-1979

Supervisorial District(s):

Title: Westlands Aquamarine Solar Project

Recommended Actions:

Authorize the Water Agency's General Manager to execute a Rate Agreement with the Power and Water Resources Pooling Authority for the Westlands Solar Project located in Kings County for up to 1 MW of solar power for a term of 20 years, in a form substantially similar to that provided, following review and approval by County Counsel.

Executive Summary:

The Sonoma County Water Agency (Water Agency) is a project participant of the Power and Water Resources Pooling Authority (Authority), which provides most of the electrical power for the Water Agency's facilities. The Authority was formed in 2004 by a number of irrigation districts and water districts to collectively manage power assets and loads. The Authority as an entity contracts power from different sources and gives each Authority participant the option to create a customized blend of power from multiple sources.

This past year, Westlands Solar Park approached Authority and presented the opportunity for Authority to participate in the development of the Westlands Aquamarine Solar Project. The Westlands Solar Project is a 250-MW solar farm that is being developed in Kings County, California by Westlands Solar Park. The Aquamarine portion is 25 (Megawatt) MW.

Westlands Solar Park initially presented the project to the Authority Board at the April 5, 2017 regular meeting. Discussions took place between Authority and Westland's Solar Park to determine if the two parties could agree to favorable rates, terms, and conditions. The discussions focused on the offer for Authority to contract up to 25 MW of solar capacity at a price fixed over a twenty year term of a Power Purchase Agreement at a rate not to exceed \$41 per Megawatt hours (MWh). No capital expenditure is required of Authority or its participants to enter into the agreement.

During the October and November Authority Board Meetings, Authority members were requested to indicate if they had interest in participating in the Westlands Solar Project. The Authority Board directed its staff to pursue contracting up to 25 MW of power from the Westlands Solar project. Water Agency staff recommend the Board authorize the General Manager to execute a Rate Agreement with the Power and Water Resources Pooling Authority for the Westlands Solar Project for up to 1 MW of solar power for a term of 20 years.

The Commercial Operation date for the Westlands Solar Project is expected to be in late 2020.

Discussion:

In 2011, the Water Agency's Board of Directors (Board) adopted its Energy Policy that directed the Water Agency to pursue the goal of achieving a net carbon neutral power supply for its operations. All of the power the Water Agency receives through Authority is from renewable or carbon-free sources. This power currently consists of (1) hydroelectric power from Water Agency's Warm Springs Dam, (2) power generated at Astoria and Whitney Point Solar Facilities, and (3) hydroelectric power from the Western Area Power Administration.

The Sonoma County Water Agency has developed a goal of net carbon neutral water by developing renewable energy sources, conserving water, and increasing system efficiency. Although the Water Agency achieved Carbon Free Water in 2015, we constantly strive to be good stewards of our system by continuing to develop renewable energy resources and by allocating clean, renewable power for the future.

Participating in the Westlands Solar project allows us to ensure we have renewable energy allocated for the future, while simultaneously allowing us to be a part of renewable energy development.

In March 2014, the Board approved the Water Agency's participation in the Astoria II Solar Project at a cost of \$64 per MWh. In December 2014 the Board approved the Water Agency's participation in the Whitney Point Solar Project at a cost of \$59 per MWh. Participation in the Westlands Aquamarine Solar project would be at a rate not to exceed \$41 per MWh with no escalation. Within the contract is the most favored Nation provision which guarantees that the Water Agency will get the best price negotiated by any other Aquamarine project.

An analysis was performed of anticipated future market prices for power by Authority's General Manager. Based on this analysis, it is anticipated that the price of power from Westlands Solar Project would be less than nonrenewable power at some point between 5 and 10 years after the facility becomes operational. Aside from power from small hydropower facilities, Authority's General Manager believes that the price of renewable power from this project is among the lowest cost renewable power on the market today.

The Water Agency currently has the opportunity to purchase 1 megawatt (MW) share of solar power from the Westlands Solar project through an agreement with Authority. Energy produced would account for approximately 6% of the Water Agency's current electricity usage. The Authority expects to purchase up to 25 MW of power from the project.

The Water Agency's Board of Directors needs to authorize execution of the Rate Agreement with Authority for the Westlands Solar Project in order for (1) the Water Agency to participate in this project, and (2) the Authority Board to approve the Power Purchase Agreement between Westlands Solar Park and Authority.

Should the Water Agency, at some time, secure energy in excess of its needs, the excess energy would be sold to other Authority members at market rate. Since energy procured under the Westlands Solar Project agreement would have marketable renewable attributes and in time could cost less than non-renewable energy, it is anticipated that excess energy could be sold at rates above the Water Agency's cost for this energy.

Prior Board Actions:

03-22-2011 Water Agency Energy Policy and Energy Initiatives

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Executing a Rate Agreement with the Power and Water Resources Pooling Authority for the Westlands Solar Project would allow us to achieve two of the Counties Strategic Plan Goals—Economic and Environmental Stewardship and Investment in the future. Sourcing power from carbon free sources allows us to reduce our emissions and helps us keep our watershed clean by promoting energy sources that do not pollute the environment. By increasing our use of renewable energy, we combat climate change by reducing emissions and promoting clean, renewable energy.

Water Agency Water Supply and Transmission System, Goal 1: Protect drinking water supply and promote water-use efficiency and Climate Change, Goal 1: Continuing improving our ability to respond and adapt to climate change.

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
<p>The project would produce about 2,200 MWh of renewable energy, or about six percent of the Water Agency’s annual energy load. At a rate of \$41/MWh, this would result in the Water Agency committing to purchase \$90,000 of power per year for 20 years. The Water Agency would already budget a comparable amount for purchasing energy, so the net fiscal impact is zero and even hedges against escalation of rates of electrical energy over the life of the agreement.</p>			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
N/A			
Narrative Explanation of Staffing Impacts (If Required):			
N/A			
Attachments:			
Westlands Solar Project – Rate Agreement			
Related Items “On File” with the Clerk of the Board:			
None			

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Project_summ.docm

CF/46-0-21 Power and Water Resources Pooling Authority (Rate Agree for
the Westlands Aquamarine Solar Project) TW No (ID 6877)

**RATE AGREEMENT
– WESTLANDS SOLAR PROJECT –**

This **Rate Agreement - Westlands Solar Project** (“WSP Rate Agreement”), effective as of date described in Section 2.1, is made and entered into by and among the **Power and Water Resources Pooling Authority** (“PWRPA”) and those Project Participants that have executed this WSP Rate Agreement (“Participating Customers”) and thereby have affirmatively elected to pay rates reflecting costs, energy, and environmental attributes associated with PWRPA’s generation entitlement share in the WSP Solar Project.

RECITALS

1. PWRPA operates as a publicly owned electric utility and provides retail electric service to the Participating Customers pursuant to the Aggregation Services Agreement (“ASA”) and rates, terms and conditions adopted by PWRPA’s Board of Directors, which administers the ASA and serves as the Local Regulatory Authority (“LRA”) for PWRPA.
2. As generally described in Section 4.6 and Article 7 of the PWRPA Joint Powers Agreement (“JPA”), and Section 4.6 of the ASA, Project Participants may elect to pay rates reflecting energy and costs associated with specific electric resource projects developed by PWRPA.
3. PWRPA is participating in the development of the WSP Solar Project (“WSP”) together with at least one other party to purchase a share of the project. The WSP will be owned and operated by the Seller. PWRPA will execute a separate power purchase agreement, (“WSP PPA”) with Seller relating to the sale and purchase of electrical output and associated Environmental Attributes from the WSP.
4. Under the WSP PPA, PWRPA, will, among other things, receive: (i) a WSP generation entitlement share, which shall be expressed in megawatts and shall reflect PWRPA’s right to a corresponding amount of the electrical output of the WSP (“PWRPA’s Generation Entitlement Share”), and (2) all right, title, and interest in and to all Environmental Attributes associated with PWRPA’s Generation Entitlement Share.
5. Appendix 1 to Exhibit E of the ASA (“PWRPA Allocation Policy”) describes, among other things, how costs and energy from specific resources will be allocated among those Project Participants that have elected to pay rates reflecting such costs and energy.
6. PWRPA and the Participating Customers desire to enter into this WSP Rate Agreement in order (i) to specify which Project Participants have elected to become Participating Customers, (2) to specify each Participating Customer’s share associated with PWRPA’s Generation Entitlement Share, and (2i) to specify the rates, terms and conditions for costs and energy and Environmental Attributes Value associated with PWRPA’s Generation Entitlement Share.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions hereinafter set forth, PWRPA and the Participating Customers agree as follows:

ARTICLE 1 CONTRACT DOCUMENTS

- 1.1 Definitions:** Capitalized terms used in this WSP Rate Agreement without other definition herein shall have the meanings given to such terms in the ASA and the WSP PPA.
- 1.2 ASA Incorporated:** This WSP Rate Agreement consists of this document, as it may be amended from time to time pursuant to Section 1.4, and the ASA, as it may be amended from time to time pursuant to Section 2.5 of the ASA, which is hereby incorporated into and made a part of this WSP Rate Agreement.
- 1.3 WSP PPA:** As described further in Section 3.3, the WSP PPA shall not be incorporated into and made a part of this WSP Rate Agreement. However, in light of the importance of the WSP PPA in regard to the administration of this WSP Rate Agreement, the WSP PPA is attached hereto as Attachment 1 for reference purposes. PWRPA has provided the Participating Customers a copy of the final, effective WSP PPA.
- 1.4 Amendments:** This WSP Rate Agreement may be amended only by written instrument executed by PWRPA and a Supermajority of Participating Customers. “Supermajority” shall mean the number of Participating Customers that both: (1) comprise at least 65% of all Participating Customers; and (2) represent at least 75% of WSP Rate Percentages (as defined in Section 2.2). PWRPA shall provide notice to the Participating Customers of the amendment of this WSP Rate Agreement.
- 1.5 Conflicting Provisions:** As described further in Section 3.1, this WSP Rate Agreement is intended to implement various provisions in the ASA, including specifically Section 4.5 of the ASA and the PWRPA Allocation Policy, relating to so-called “Specific Projects.” As such, notwithstanding Section 2.4 of the ASA, in the event of any conflict between this document and the ASA, this document shall control.

ARTICLE 2 EFFECTIVE DATE AND PARTICIPATION

- 2.1 Effective Date:** This WSP Rate Agreement shall be effective on the first day when all of the following shall have occurred: (a) this WSP Rate Agreement shall have been executed and delivered by Participating Customers agreeing to WSP allocations equaling, in the aggregate, at least 15 megawatts for the full PPA term, (b) PWRPA shall have executed the WSP PPA and delivered the WSP PPA to Seller, and (c) Seller shall have executed the WSP PPA and provided notice to PWRPA of the establishment of the effective date under the WSP PPA (“Effective Date”). PWRPA shall provide written notice to the Participating Customers of the establishment of the

Effective Date; provided, however, the failure to provide such notice shall not affect the establishment of the Effective Date.

2.2 WSP Rate Percentages:

2.2.1 General: The Participating Customers' respective allocation of energy, Environmental Attributes Value and costs under this WSP Rate Agreement shall be determined with reference to two quantities: the WSP Rate Percentages (as defined and further described in Section 2.2.2) and PWRPA's Generation Entitlement Share (as further described in Section 2.2.3). The WSP Rate Percentage is a percentage (or set of Monthly percentages) that represents each Participating Customer's allocation of energy, Environmental Attributes Value, and costs from PWRPA's Generation Entitlement Share.

2.2.2 Specified WSP Rate Percentages: In accordance with the procedures previously adopted by PWRPA's Board, each Participating Customer has expressed its intent to participate in this WSP Rate Agreement and specified its participation level (expressed as a percentage(s), "WSP Rate Percentages"). Set forth in Exhibit A hereto are the WSP Rate Percentages for the Participating Customers.

2.2.3 PWRPA's Generation Entitlement Share: PWRPA's current Generation Entitlement Share is [15-25] megawatts ("MW").

2.2.4 Notification and Applicability: PWRPA's Generation Entitlement Share shall be specified in the final, effective WSP PPA (as described in recital paragraph 8, above). The final WSP Rate Percentages are set forth in Exhibit A.

2.3 Notice of WSP Status and Major Activity: PWRPA shall provide notice of the occurrence of major activity relating to permitting, financing, construction and operation of the WSP, including notification of PWRPA's Generation Entitlement Share under the final, effective WSP PPA.

ARTICLE 3 SCOPE AND RELATIONSHIP

3.1 General: PWRPA operates as a publicly owned electric utility and provides full requirements retail electric service to the Project Participants. The ASA and the various rates, policies and programs adopted by the Board define the process by which PWRPA obtains power resources and allocates costs through rates to the Project Participants. Under the JPA and ASA, PWRPA has the authority to offer and implement a flexible power procurement program in which, among other things, PWRPA acquires or generates energy from specific power resources upon confirmation from specified Project Participants of their agreement to pay electric rates based, in part, on the costs associated with such resources. This WSP Rate Agreement is intended to implement provisions in the ASA relating to PWRPA's flexible power procurement program, including specifically Section 4.5 of the ASA and the PWRPA Allocation Policy, relating to the costs and benefits of so-called "Specific Projects."

- 3.2 Local Regulatory Authority:** As described in Section 5.1 of the ASA, the Board is the LRA for PWRPA and, among other things, establishes rates and adopts policies for retail electric service provided by PWRPA to the Project Participants consistent with the ASA and subject to the following:
- 3.2.1 Rates:** The Board shall establish rates to ensure recovery of the WSP Costs (as defined below) from the Participating Customers pursuant to or not otherwise in conflict with the terms of this WSP Rate Agreement.
 - 3.2.2 Policy Changes:** The Board may adopt policies relating to or affecting PWRPA's Generation Entitlement Share of the WSP as may be reasonably necessary in the exercise of the Board's role as LRA for PWRPA; provided, however, such policies shall not conflict with the terms of this WSP Rate Agreement unless a Supermajority of Participating Customers consent to such change in writing.
- 3.3 WSP Agreements:** Consistent with its administration of other power resources, only PWRPA, and not the Participating Customers, shall have privity of contract with respect to the WSP PPA and other agreements relating to PWRPA's Generation Entitlement Share.
- 3.4 Reimbursement of Development Costs:** PWRPA does not anticipate that any development costs consisting mostly of Attorney costs to review and implement the WSP PPA will be reimbursed to PWRPA from the Seller. However, pursuant to Section 4.4 of the JPA, all development costs that PWRPA determines are not General and Administrative Costs shall be reimbursed by PWRPA to all Project Participants that are not Participating Customers.

ARTICLE 4 RATE PROVISIONS

- 4.1 Participating Customer Liability for WSP Costs:** By executing this WSP Rate Agreement, the Participating Customers agree to pay rates established by the Board that reflect, among other things, all costs reasonably associated with PWRPA's Generation Entitlement Share, as further described below.
- 4.1.1 General:** Each Participating Customer shall pay through rates its share (as determined by its respective WSP Rate Percentage) of PWRPA's costs associated with PWRPA's Generation Entitlement Share, which shall include (a) all costs paid by PWRPA under the WSP PPA and (b) such other costs determined by the Board from time to time to be reasonably related to PWRPA's administration and operation of the WSP PPA and this WSP Rate Agreement ("WSP Costs").
 - 4.1.2 Take-or-Pay Obligation for the Term of the WSP PPA:** The Participating Customers acknowledge and agree as follows:
 - (a.) the term of the WSP PPA is expected to continue for the duration of the PPA, which is 20 years;

- (b.) under the WSP PPA, PWRPA's Generation Entitlement Share of the WSP may not be increased without the written consent of PWRPA;
- (c.) The Contract Price, in dollars per MWh, applicable to PWRPA under the WSP PPA is a Fixed Rate without escalation;
- (d.) CAISO market settlement revenues and charges for PWRPA's share of WSP energy delivered to the CAISO markets accrue to PWRPA.
- (e.) PWRPA is not obligated under the WSP PPA to provide ongoing contribution to various WSP costs, those costs are the sole responsibility of the Seller;
- (f.) the WSP PPA requires PWRPA to pay for all energy generated by the project up to and including the PWRPA Generation Entitlement share;
- (g.) the Participating Customers' respective payment obligation under this WSP Rate Agreement shall not be affected by the temporary or extended failure of the WSP to generate and/or deliver energy; and
- (h.) subject to the implementation of the PWRPA Allocation Policy (as described in Section 4.2), the Participating Customers' respective rate obligation under this WSP Rate Agreement shall not be affected by the fact that during certain conditions and seasons a Participating Customer may not have any load to be served by the Participating Customer's respective allocation of PWRPA's Generation Entitlement Share; and
- (i.) the Participating Customers' respective rate obligation under this WSP Rate Agreement shall continue for the term of the WSP PPA and such additional time, if any, as determined by the Board to be necessary for the recovery of all WSP Costs.

4.1.3 Cost Allocation: Section VI. of Exhibit E to the ASA describes various formulas used to implement cost allocation principles in the ASA. The WSP Costs shall be allocated among Participating Customers in direct proportion to their respective WSP Rate Percentages, subject to adjustments under the PWRPA Allocation Policy described in Section 4.2.

4.1.4 Recovery of All Fees and Costs: Without limiting the generality of the various cost recovery provisions in the ASA and under California law, and notwithstanding Section 11.1 of the ASA (as implemented pursuant to Section 8.1 of the Joint Powers Agreement), PWRPA shall be entitled to recover from a defaulting Participating Customer, in addition to the cost responsibility charge described in Section 4.3, attorneys' fees, expenses and costs reasonably necessary to obtain such determination and to recover amounts due as a result of the Participating Customer's default.

4.1.5 Should a Participating Customer be determined to be in Continuing Default, PWRPA shall have the right at any time or from time to time without notice to the Participating Customer, any such notice being hereby expressly waived, to pay the unpaid amount in the following manner and order of sequence ("Financial Remedial Actions"):

- (a.) Withdraw any and all funds available in the Participating Customer's P3-RCA account that was established by the PWRPA RPS Cost of Compliance Rule.
- (b.) Withdraw any and all funds available in the Participating Customer's P3 Account, regardless of their categorization.
- (c.) Withdraw any and all funds available in the Participating Customer's ARB Allowance Value account established by the PWRPA Cap-and-Trade Cost of Compliance Rule.
- (d.) Withdraw any and all funds available in the Participating Customer's Environmental Attribute Value account.
- (e.) Increase the rate for all retail electricity sales to the Participating Customer using an RPS Compliance Adder of \$25/MWh.

4.1.6 Necessary Rate Adjustments to Affect All Project Participants: This Section shall only apply in the event of a Continuing Default by a Participating Customer that remains uncured after the application of all Financial Remedial Actions. Under Section 8.3 of the ASA and Section IV.B. of Exhibit E to the ASA, the Board may adjust rates for all Participating Customers as may be reasonably required to address shortfalls to PWRPA's reserve fund that may occur due to, among other things, an event of default relating to a Project Participant's failure to make any payment required under the ASA. In consideration for certain WSP-related benefits that accrue to all Participating Customers, PWRPA and the Participating Customers agree that, in instances involving a payment default by a Participating Customer under this WSP Rate Agreement, the Board may temporarily adjust rates for all Participating Customers until the shortfall is addressed.

4.2 Implementation of the PWRPA Allocation Policy: The PWRPA Allocation Policy shall be implemented with respect to this WSP Rate Agreement as follows:

- (a) PWRPA's Generation Entitlement Share shall be defined as a "Specific Project – Renewable."
- (b) The allocation percentage defined as "project %" in Table 1 of the PWRPA Allocation Policy shall correspond to the WSP Rate Percentage, as shown in Exhibit A.
- (c) The access rule and transfer price formula for PWRPA's Generation Entitlement Share shall be as follows. Each Participating Customer's allocation of energy costs from PWRPA's Generation Entitlement Share shall, after allocation of the Participating Customer's BRC Allocation of costs and any other power cost allocation specified in the PWRPA Allocation Policy as preceding the allocation of Supplemental Power costs, be used to hedge the Participating Customer's residual load. Notwithstanding other provisions in the PWRPA Allocation Policy, if excess energy from PWRPA's Generation Entitlement Share is available after this initial cost allocation, the excess energy costs shall, at the discretion of PWRPA, either (i) be used within the PWRPA Allocation Policy to hedge the aggregated residual load of other

Project Participants or (2) the energy be sold in the market; provided, however, in all instances the Participating Customer contributing excess energy costs shall be credited the hourly market price against the excess energy costs it provided plus any Environmental Attribute Value so secured in the market or imposed by PWRPA Policy.

- (d) For purposes of determining each Participating Customer's "supplemental power allocation percentage" under the PWRPA Allocation Policy, the net short average load shall, among other things, be exclusive of the Participating Customer's expected allocation of energy from PWRPA's Generation Entitlement Share.

4.3 Withdrawal or Termination; WSP Cost Responsibility Charge: As generally described in Sections 10.2 and 10.3 of the ASA, a Project Participant that withdraws from the ASA or has its participation under the ASA terminated shall, among other things, continue to be responsible for its relative share of the net unavoidable costs of PWRPA's generation resources. In addition to other terms and conditions in the ASA, the Participating Customers agree that a Participating Customer that withdraws from the ASA or has its participation under the ASA terminated ("Departing WSP Participant") (i) shall no longer have a right to the allocation of energy from PWRPA's Generation Entitlement Share and (2) shall, notwithstanding its loss of rights to the energy from PWRPA's Generation Entitlement Share, continue to be responsible for its relative share of the net unavoidable costs associated with its allocation of costs from PWRPA's Generation Entitlement Share ("WSP Cost Responsibility Charge"). The Board, in its role as LRA, shall determine the amount of the WSP Cost Responsibility Charge, it being understood as follows:

- (a) The Departing WSP Customer's allocation of energy from PWRPA's Generation Entitlement Share shall be valued, for purposes of the WSP Cost Responsibility Charge, at a reasonable approximation of the prevailing market price (as described in Section 4.3(d)).
- (b) The Departing WSP Customer's allocation of Environmental Attribute Value from PWRPA's Generation Entitlement Share shall be valued, for purposes of the WSP Cost Responsibility Charge, as set forth in the WSP PPA.
- (c) The WSP Cost Responsibility Charge is intended to reflect a reasonable approximation of the difference between (i) the Departing WSP Customer's allocation of costs from PWRPA's Generation Entitlement Share and (2) the market valuation of the Departing WSP Customer's allocation of energy from PWRPA's Generation Entitlement Share (as described in Section 4.3(a)), over the expected remaining term of this WSP Rate Agreement.
- (d) The WSP Cost Responsibility Charge shall normally be a one-time, lump sum payment that reflects an acceleration of all the Departing WSP Customer's future payment obligations under this WSP Rate Agreement; provided, however, at the Board's discretion, and for the benefit of PWRPA in order to mitigate market price uncertainty, the Board may determine the WSP Cost Responsibility Charge on an annual basis for up to ten years, the last year of which shall reflect a final lump sum payment that reflects an acceleration of all remaining future payment obligations under this WSP Rate Agreement.

- (e) In determining the above-market cost, the Board shall establish a market price proxy (or proxies) for the purpose of reasonably reflecting the expected price at which PWRPA is reasonably likely to resell or reallocate the Departing WSP Customer's allocation of energy and costs from PWRPA's Generation Entitlement Share.
- (f) If the determination of the above-market cost, described in Section 4.3(d), reveals that there is no above-market cost over the applicable period (*i.e.*, the net cost associated with the Departing WSP Customer's allocation of energy from PWRPA's Generation Entitlement Share is expected to be equal to or less than the market price proxy or proxies over the applicable period(s) ("WSP Below-Market Credit"), no payment shall be made by PWRPA to the Departing WSP Customer for the WSP Below-Market Credit, however, if the Departing WSP Customer otherwise owes PWRPA for costs incurred under the ASA, PWRPA shall offset such cost obligations by an amount up to the WSP Below-Market Credit.

ARTICLE 5

TERM, TERMINATION AND ASSIGNMENT

5.1 Term: The term of this WSP Rate Agreement shall begin on the Effective Date and, unless earlier terminated, shall continue concurrent with the term of the WSP PPA as it relates to PWRPA, and such additional time as determined by the Board to be necessary for the recovery of all WSP Costs.

5.2 Termination:

5.2.1 Board Action and Consent by the Participating Customers: This WSP Rate Agreement may be terminated by PWRPA at any time upon reasonable advance notice to the Participating Customers upon adoption of a resolution by the Board directing PWRPA to terminate this WSP Rate Agreement; provided, however, (a) such resolution shall not be effective unless a Supermajority of Participating Customers consent to the termination in writing and (b) prior to such termination, and if requested by the Participating Customers, PWRPA shall cooperate with the Participating Customers as may be reasonably necessary to modify or assign the WSP PPA or otherwise provide a means by which the Participating Customers may receive economic benefits from the operation of the WSP comparable to the economic benefits the Participating Customers receive under this WSP Rate Agreement.

5.2.2 Default: In addition to all other remedies provided in this WSP Rate Agreement and under law, PWRPA may terminate this WSP Rate Agreement for any Participating Customer that is in material default of this WSP Rate Agreement and fails to timely cure such material default following notice and reasonable opportunity to cure.

5.2.3 Withdrawal and Payment of WSP Cost Responsibility Charge: This WSP Rate Agreement shall be terminated with respect to any Participating Customer that has withdrawn from the ASA and fully paid the WSP Cost Responsibility Charge.

5.3 Project Participant Assignment: A Participating Customer may assign its rights under this WSP Rate Agreement to another Project Participant with the written consent of PWRPA, which consent shall not be unreasonably withheld or conditioned.

**ARTICLE 6
MISCELLANEOUS**

- 6.1 Severability:** If one or more clauses, sentences, paragraphs or provisions of this WSP Rate Agreement shall be held to be unlawful, invalid or unenforceable, the remainder of this WSP Rate Agreement shall not be affected thereby and shall be treated as lawful and valid, and shall be enforced to the maximum extent possible.
- 6.2 Further Assurances:** The Participating Customers agree to execute and deliver all further instruments and documents and take all further actions that may be reasonably necessary to effectuate the purposes and intent of this WSP Rate Agreement.
- 6.3 Counterparts:** This WSP Rate Agreement may be executed in any number of counterparts, including through facsimile signatures, and upon execution by PWRPA and the Participating Customers, each executed counterpart shall have the same force and effect as an original document and as if PWRPA and the Participating Customers had signed the same document. Any signature page of this WSP Rate Agreement may be detached from any counterpart of this WSP Rate Agreement without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this WSP Rate Agreement identical in form but having attached to it one or more signature pages.

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**ARTICLE 7
SIGNATURE**

IN WITNESS WHEREOF, PWRPA and the Participating Customers have executed this WSP Rate Agreement as of date written below.

POWER AND WATER RESOURCES POOLING AUTHORITY

By: _____

Title: _____

Date: _____

PARTICIPATING CUSTOMER

By: _____

Name: _____

Title: _____

Customer: _____

Date: _____

Exhibit A
To the
Rate and Specific Project Agreement
WSP Solar Project

- Final WSP Rate Percentages -

Participant	Participation %	Participation MW
Arvin-Edison WSD		
Banta-Carbona ID		
Cawelo WD		
Glenn-Colusa ID		
James ID		
Lower Tule River ID		
Provident/Princeton		
Reclamation District 108		
Santa Clara Valley WD		
Sonoma County WA		
The West Side ID		
West Stanislaus ID		
Westlands WD		
Zone 7 WA		
Totals	100.000%	10.000

Attachment 1
To the
Rate and Specific Project Agreement
WSP Solar Project

***- Copy of the WSP Power Purchase Agreement – Executable Version
(For Reference Purposes)***



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: Sonoma County Board of Supervisors

Board Agenda Date: March 13, 2018

Vote Requirement: Majority

Department or Agency Name(s): General Services / Fire & Emergency Services

Staff Name and Phone Number:

Marc McDonald, General Services: 565-3468
James Williams, Fire & Emergency Services:
565-1152

Supervisorial District(s):

Title: Lease Renewal for the Fire & Emergency Services Department at 365 Tesconi Circle, Santa Rosa

Recommended Actions:

Authorize the General Services Director to:

- A. execute a lease amendment with Alan Gould (the Landlord), for warehouse storage space at 365 Tesconi Circle, Santa Rosa, in order to extend the lease term through February 28, 2019, at a rental rate of \$3,315 per month (\$1.02 per sq. ft.), and to provide one option to extend the lease for an additional year through February 28, 2020; and
- B. exercise the option to extend the lease for an additional year through February 28, 2020, upon lease expiration in February, 2019 (2nd action).

Executive Summary:

This item seeks Board approval to authorize the General Services Director to: execute a lease amendment for 3,250 square feet of warehouse storage space at 365 Tesconi Circle, Santa Rosa (Premises), and to exercise the option to extend the lease term upon lease expiration in February, 2019. The lease extension through February 28, 2019, at a rental rate of \$3,315 per month will allow the County Fire & Emergency Services Department to continue to store fire equipment and personal protective clothing for the 13 volunteer fire companies under the Department's jurisdiction at its present location. The Department anticipates that they will continue to need storage space throughout the one-year extension period through February 28, 2019, and likely through February 29, 2020.

Discussion:

General: The Fire and Emergency Services Department (Department) has leased warehouse space at 365 Tesconi Circle, Santa Rosa (Premises) since March, 2012 (Lease).

The Lease expired on February 28, 2018, and beginning March 1, 2018, the Lease will be in holdover status, pending anticipated Board approval of the proposed amendment on March 13, 2018. On

September 27, 2017, negotiations for terms to continue the Department's use of the Premises were completed and staff forwarded the proposed amendment for Landlord's review and approval. The Landlord did not provide a formal response to the staff proposal until December 30, 2017. An outcome of the Landlord's delayed response was the expiration of the lease term between the date of the Board's initial and second reading of the staff request for Board approval of the lease amendment. The Landlord has agreed to extend the Lease for one year through February 28, 2019, and to provide the Department one, 1-year option to extend the lease through February 29, 2020.

The Premises provide a consolidated, regional storage facility which is used to store fire equipment and personal protective clothing to support the 13 volunteer fire companies under the Department's jurisdiction and the Department's logistical staff is based in the Premises. Continued support and funding for the consolidated facility is under review. Pending the outcome of that review, the decision was made to limit risk by entering into a short-term extension for the current Premises. The Department anticipates that they will continue to need storage space throughout the one-year extension period of February 28, 2019, and likely through February 29, 2020.

Staff recommends that the Lease be extended, based on the continued need for the Department's equipment storage space.

Proposed Amendment: Staff has negotiated an amendment to the Lease as follows:

Lease term: One-year extension through February 28, 2019. The Department will be provided with one option to extend the lease for an additional year through February 29, 2020.

Rent: Effective March 1, 2018, rent will be increased to \$3,315 per month (\$1.02 per sq. ft.), from \$3,250 per month (\$1.00 per sq. ft.), representing a 2% increase in rent. Lease rates within a two-mile radius of the Premises range from \$0.95 per square foot per month to \$2.25 per square foot per month. The proposed rent approximates fair market value for the Premises. Tenant pays for its prorata share of utilities and is responsible for janitorial service for the Premises.

Termination: The Lease may be terminated upon 90 days' written notice for non-appropriation of funds or discontinuance of the program; and with 30 days' written notice for discretionary termination upon payment of a termination penalty of \$5,000.

Funding: The Department's County Service Area #40 budget is the source of funding for this Lease. No General Fund funds are utilized for this Lease.

Procedural Authority: Government Code Section 25350 requires publication of notice of the Board's intent to enter into a lease for three successive weeks prior to consummation of the proposed lease agreement where it is valued at more than \$50,000. The notice of intent for this transaction has been published for the required period pursuant to the Board's action on February 13, 2018.

Prior Board Actions:

02-13-18 Declared intent to enter into subject amendment

10-25-16	Authorized General Services Director to execute amendment
09-27-16	Declared intent to enter into amendment

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

The Premises are used to store Fire & Emergency Services fire equipment and personal protective clothing inventories that are used in support of the 13 volunteer fire companies under County Fire’s jurisdiction, for use in emergencies.

Fiscal Summary

Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses	39,260	40,045	27,050
Additional Appropriation Requested			
Total Expenditures	39,260	40,045	27,050

Funding Sources

General Fund/WA GF			
State/Federal			
Fees/Other	39,260	40,045	27,050
Use of Fund Balance			
Contingencies			
Total Sources	39,260	40,045	27,050

Narrative Explanation of Fiscal Impacts:

Lease rents will be paid out of the Fire & Emergency Services County Service Area #40 budget as follows:

FY17-18:
\$ 26,000 8 months X \$3,315 (July 2017 through February 2018)
13,260 4 months X \$3,315 (March 2018 through June 2018)
\$ 39,260 Total FY17-18 lease rent

FY18-19:
\$ 26,520 8 months X \$3,315 (July 2018 through February 2019)
13,525 4 months X \$3,381.30 (March 2019 through June 2019)
\$ 40,045 Total FY18-19 lease rent

FY19-20:
\$ 27,050 8 months X \$3,381.30 (July 2019 through February 2020, end of Option Term).
\$ 27,050 Total FY19-20 lease rent

Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
None			
Attachments:			
Attachment 1: Proposed Amendment			
Related Items “On File” with the Clerk of the Board:			
None			

THIRD AMENDMENT TO LEASE

365 Tesconi Circle, Suite A, Santa Rosa, CA

This Third Amendment ("Third Amendment"), dated as of _____, ("Effective Date") is by and between **ALAN GOULD**, a sole proprietor ("Landlord") and the **COUNTY OF SONOMA**, a political subdivision of the State of California ("Tenant"). All capitalized terms used herein shall, unless otherwise defined, have the meaning ascribed to those terms in the Lease (as defined below).

RECITALS

WHEREAS, Landlord and Tenant entered into that certain Lease dated March 8, 2012 ("Original Lease"), for certain premises located at 365 Tesconi Circle, Suite A, Santa Rosa, CA ("Premises"); and

WHEREAS, Landlord and Tenant entered into that certain First Amendment to Lease dated March 6, 2015 ("First Amendment"); and

WHEREAS, Landlord and Tenant entered into that certain Second Amendment to Lease dated November 4, 2016 ("Second Amendment"); and

WHEREAS, the Original Lease as modified by the First Amendment and Second Amendment is hereafter referred to as the "Lease"; and

WHEREAS, the term of the Lease expires on February 28, 2018, and Landlord and Tenant desire to modify and amend the Lease in order to: (i) extend the term; (ii) specify rental payments; and (iii) provide for certain other terms and conditions as hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. The foregoing Recitals are true and correct.
2. Effective as of the Effective Date of this Third Amendment, the Lease is modified as follows:
 - A. Section 2.1 of the Lease is hereby deleted in its entirety and replaced with the following:

"2.1 Term. The term of this Lease ("Lease Term") shall commence on February 12, 2012 ("Commencement Date") and shall expire on February 28, 2019 ("Lease Expiration Date"), subject to any option, renewal, or extension rights of Tenant as provided for in this Lease."

B. The following section is hereby added to the Lease as Section 2.5:

“2.5 Option to Extend Term. Landlord grants to Tenant one (1) option to extend the Lease Term (“Extension Option”) for a period of one (1) year (“Option Term”). If Tenant wishes to exercise its Extension Option, Tenant shall deliver written notice to Landlord no less than ninety (90) days before the Lease Expiration Date.”

B. Section 4.1 of the Lease is hereby deleted in its entirety and replaced with the following:

“4.1 Definition of “Rent”—Limited Setoff. Tenant shall pay to Landlord in lawful money of the United States, equal monthly payments of the following Basic Rental amounts:

(a) From the Commencement Date through February 29, 2016, the sum of Two Thousand Four Hundred Ninety-Nine and 25/100 Dollars (\$2,499.25) (\$0.769 per sq. ft. of Rentable Area);

(b) For the period of March 1, 2016 through February 28, 2017, the sum of Two Thousand Seven Hundred Sixty-Two and 50/100 Dollars (\$2,762.50) (\$0.85 per sq. ft. of Rentable Area);

(c) For the period of March 1, 2017 through February 28, 2018, the sum of Three Thousand Two Hundred Fifty and 00/100 Dollars (\$3,250.00) (\$1.00 per sq. ft. of Rentable Area);

(d) For the period of March 1, 2018 through February 28, 2019, the sum of Three Thousand Three Hundred Fifteen and 00/100 Dollars (\$3,315.00) (\$1.02 per sq. ft. of Rentable Area); and

(e) For the period of March 1, 2019 through February 29, 2020, the sum of Three Thousand Three Hundred Eighty-One and 30/100 Dollars (\$3,381.30)(\$1.04 per sq. ft. of Rentable Area).”

3. Except to the extent the Lease is specifically amended or supplemented hereby, the Lease, together with exhibits is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall, or shall be constructed to modify, invalidate or otherwise affect any provision of the Lease or any right of Tenant arising thereunder.

4. This Third Amendment shall be governed by and construed under the internal laws of the State of California, and any action to enforce the terms of this Third Amendment or for the breach thereof shall be brought and tried in the County of Sonoma.

LANDLORD AND TENANT HAVE CAREFULLY READ AND REVIEWED THIS THIRD AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS THIRD AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.

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

“LANDLORD”: **ALAN GOULD**, a sole proprietor

“TENANT”: **COUNTY OF SONOMA**, a political
subdivision of the State of California

By: _____
Caroline Judy, Director
General Services Department

The General Services Director is authorized to sign
this Second Amendment pursuant to Board of
Supervisors' Summary action dated _____
_____.

APPROVED AS TO FORM FOR
TENANT:

Elizabeth Coleman With
Deputy County Counsel

APPROVED AS TO SUBSTANCE
FOR TENANT:

Marc McDonald
Real Estate Manager
General Services Department

CERTIFICATE OF INSURANCE ON FILE WITH DEPARTMENT:

Reviewed by: _____ Date: _____



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: Sonoma County Board of Supervisors

Board Agenda Date: March 13, 2018

Vote Requirement: Majority

Department or Agency Name(s): General Services

Staff Name and Phone Number:

Marc McDonald, General Services: 707-565-3468
Mark Bramfitt, Sonoma Local Agency Formation
Commission: 707-565-3765

Supervisorial District(s):

Title: New Lease for the Sonoma County Local Agency Formation Commission at 111 Santa Rosa Avenue, Santa Rosa

Recommended Actions:

Authorize the General Services Director to execute a lease with 851 Irwin Street, LLC as Landlord, for Premises at 111 Santa Rosa Avenue, Santa Rosa, California for 1,593 square feet for a term of 5 years commencing May 1, 2018, and continuing through April 30, 2023, with 3 five-year options to extend the lease term to 2038, at a monthly rent of \$3,345, equaling \$2.10 per square foot per month, with annual rent escalations \$.05 per square foot per month (2nd action).

Executive Summary:

Purpose. The Director of General Services, in consultation with the Sonoma County Local Agency Formation Commission ("Commission"), requests Board approval to authorize the General Services Director to execute a Lease at 111 Santa Rosa Avenue for one thousand five hundred ninety-three (1,593) rentable square feet of office space to be occupied by the Commission. The proposed Lease will increase operational stability for the Commission by providing them Premises for up to twenty (20) years, providing the Commission room to grow, and making available to the Office of the County Counsel approximately 660 square feet of office space at 575 Administration Drive which is currently occupied by the Local Agency Formation Commission. Board approval of the Lease will enable both the Commission and the Office of the County Counsel sufficient space to deliver effective and efficient services to the public.

Discussion:

The Sonoma County Local Agency Formation Commission has a memorandum of understanding with the County. This memorandum calls for the County to provide the Commission a variety of services including office space. Commission staff currently occupy offices at 575 Administration Drive. The Sonoma Local Agency Formation Commission provides the following services:

- Administration of annexations to cities and special districts.
- Administration of “out of area service agreements” by cities and special districts.
- Preparation of materials to support Commission adjudication of reorganizations of special districts, i.e. formations, detachments, consolidations, and dissolutions.
- Preparation of Municipal Service Reviews for cities and special districts, identifying opportunities for improved municipal services delivery and reorganizations.

Commission activities are supported by financial contributions from the County, cities, and special districts, and from fee-for-service revenue.

In May of 2017, the Commission, supported by the Department of General Services, initiated a search for office space with the goal of identifying suitable space to meet Commission current and anticipated demand for services. The space needed to have exterior windows, contain at least one private office, and be located between the County Center Campus and downtown Santa Rosa.

In September of 2017 General Services initiated negotiations on behalf of the Commission for Office Premises at 111 Santa Rosa Avenue in downtown Santa Rosa. The negotiated lease will commence on May 1, 2018. The initial term will be five (5) years and expire on April 30, 2023. The Commission will have three (3) five (5) year options to further extend the lease term to 2038. The Premises will consist of one thousand five hundred ninety-three (1,593) square feet of office space. The monthly rent will be three thousand three hundred forty-five dollars (\$3,345), which equals \$2.10 per square foot per month. All tenant improvements will be provided at the Landlord’s sole expense.

A significant reason for the Commission to relocate is to partially address the need by County Counsel to provide adequate space to accommodate recently hired staff. If this Lease is not approved the Commission will recommence its search for suitable space. While this search is underway the Commission will retain occupancy of its current premises at 575 Administration Drive, putting County Counsel expansion plans on hold.

The Board of Supervisors authorized the publication of notice of its intent to enter into the Lease by its February 13, 2018 action. The Board’s final approval of the proposed Lease will allow the Local Agency Formation Commission uninterrupted operations for up to twenty (20) years at its new site, allow for Commission future growth, and make available for County Counsel office space to address current demand for space.

Lease Agreement. The proposed Lease Agreement between 851 Irwin Street, LLC as Landlord and the County of Sonoma, as Tenant contains the following key provisions:

1. Five (5) year initial lease term running from May 1, 2018 to April 30, 2023.
2. Three (3) options that each extend the term an additional five (5) years, enabling the County to maintain control of the Premises through April 30, 2038. Each extension option is subject to written notice from the County at least 180 days prior to the end of the then current term.
3. Premises total one thousand five hundred ninety-three (1,593) rentable square feet.
4. Rent is three thousand three hundred forty-five (\$3,345) per month, equaling \$2.10 per rentable square foot. On-site parking spaces are provided free of charge.

5. Landlord will provide tenant improvements at the Landlord's sole cost. Tenant improvements will include a new entrance, a new break area with sink and new carpet and paint.
6. Lease maintains the County's right to terminate the Lease Agreement at any time with one hundred and eighty (180) days' written notice for any reason.

County staff, with input from real estate brokerages, determined that the negotiated rent, lease terms and Landlord's Tenant Improvements contribution represent an acceptable fair market rental rate for the location and is consistent with rates and lease terms of other office tenants in the area.

The proposed Local Agency Formation Commission Premises will be located in 111 Santa Rosa Avenue, a three story, Class A office building with secure on-site parking. The Premises will be renovated by the landlord at the landlord's sole cost. The resulting 1,593 square foot premises will consist of two private offices, a conference room, and a break room.

The closest office lease comparable to the Commission Premises is the lease of 5,619 square foot office space located one floor above the proposed Premises. The comparable lease transaction occurred in August 2017 at a rental rate of \$2.05 per square foot per month. In the commercial real estate market spaces of comparable quality and location can decrease in rental rate per square foot as Premise size increases. The size of the comparable lease premises is over three times the size of the proposed Commission Premises. Due to this size differential the proposed rental rate of \$2.10 per square foot for the Commission premises is fair and reasonable in the current market.

Project Costs and Construction Schedule. The total relocation cost to the Commission is estimated to be Twenty Five Thousand Two Hundred Dollars (\$25,200), consisting of Sixteen Thousand Dollars (\$16,000) to relocate most of the existing furniture and Nine Thousand Two Hundred Dollars (\$9,200) for ISD and cabling. Landlord is to complete all tenant improvements at the landlord's sole expense, with estimated completion in April 2018.

Regulatory Conformance. The project conforms with all regulatory requirements.

Procedural Authority. Government Code Section 25350 requires publication of notice of the Board's intent to enter into a lease for three successive weeks prior to execution of the lease agreement where it is valued at more than \$50,000. The notice of intent to consummate this lease was published for the statutorily required period pursuant to the Board's February 13, 2018 action authorizing publication.

Prior Board Actions:

Feb. 13, 2018: Board of Supervisors authorized issuance of Notice of Intent

Strategic Plan Alignment Goal 3: Invest in the Future

This Lease will allow the Local Agency Formation Commission uninterrupted operations for up to twenty (20) years at its new site, allow for future growth of the Local Agency Formation Commission, and make available to County Counsel approximately 660 square feet of office space currently occupied by the Local Agency Formation Commission at 575 Administration Drive.

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses	\$31,890	\$40,940	\$41,896
Additional Appropriation Requested			
Total Expenditures	\$31,890	\$40,940	\$41,896
Funding Sources			
General Fund/WA GF			
State/Federal	\$31,890	\$40,940	\$41,896
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	\$31,890	\$40,940	\$41,896
Narrative Explanation of Fiscal Impacts: Rent and moving expenses for FY 17-18 is included in the Local Agency Formation Commission budget, and rent for FY 18-19 and FY 19-20 will be included in the Local Agency Formation Commission budget.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
None			
Attachments:			
Attachment 1: Lease Agreement between 851 Irwin Street, LLC as Landlord and the County of Sonoma as Tenant			
Related Items "On File" with the Clerk of the Board:			
None			

LEASE

This Lease ("Lease") is made this day of _____, 2018 ("Effective Date"), by and between 851 Irwin Street, LLC, a California Limited Liability Company (hereinafter called "Landlord"), and the COUNTY OF SONOMA, a political subdivision of the State of California (hereinafter called "Tenant"). Landlord and Tenant are sometimes collectively referred to herein as the "parties" and singularly, as "party."

ARTICLE 1

REAL PROPERTY, BUILDING, AND PREMISES

1.1 Lease of Premises. Landlord hereby leases to Tenant and Tenant leases from Landlord those certain premises described in **Exhibit A** attached hereto ("Premises"), which are situated in that certain building commonly known as 111 Santa Rosa Avenue ("Building"), which Building is situated on that certain real property commonly known as Sonoma County Assessor's Parcel Number , 010-068-020, 010-068-021, located in the City of Santa Rosa, County of Sonoma, State of California ("Real Property"). Subject to verification as provided in Subsection 1.4.2, the Rentable Area (as defined in Section 1.4) and Usable Area (as defined in Section 1.4) of the Premises are: Usable Area of One thousand three hundred eighty-five (1,385) square feet, while the Rentable Area of the Building is One thousand five hundred ninety-three (1,593) square feet. The Building, the areas servicing the Building, and the land on which the Building and those areas are located (as shown on the site plan attached to this Lease as **Exhibit B**) are sometimes collectively referred to as the "Real Property".

1.2 Appurtenant Rights. Tenant shall have the right to the non-exclusive use, in common with others, throughout the term of this Lease, of all common stairways, elevators, sidewalks, plazas and walkways, easements and service alleys surrounding the Building, delivery and loading areas and facilities of the Building, elevator lobbies, telephone equipment rooms and all other common facilities in or about the Building, and the appurtenances thereto, as the same may exist from time to time. Such use shall be for Tenant and its customers, agents, employees, assignees, subtenants, licensees and invitees, and shall be in common with the use of same by Landlord, its tenants, customers, agents, employees, licensees and invitees. Landlord covenants that all light and air now enjoyed by the Premises shall not be interrupted or disturbed by any act of Landlord during the term of this Lease.

1.3 Preparation of Premises; Acceptance. Landlord hereby represents and warrants to Tenant that Landlord shall at Landlord's sole expense deliver the Premises in a turnkey condition in accordance with the terms and conditions listed in Exhibit C, even in the event that Landlord fails to obtain financing for some or all of the improvements. Tenant may enter the Premises upon substantial completion of the tenant improvements to install its furniture, fixtures and equipment, at no charge.

1.4 Rentable Area and Usable Area.

1.4.1 Standard of Calculation. For purposes of this Lease, "Rentable Area," "Rentable Square Feet," "Rentable Square Footage," "Usable Area," "Usable Square Feet," and

"Usable Square Footage" shall be calculated under the American National Standard Method for Measuring Floor Area in Office Buildings, ANSI Z65.1-2010 or successor standard(s), adopted by the Building Owners and Managers Association International ("BOMA").

1.4.2 Verification of Rentable Area and Usable Area. Within thirty (30) days after execution of this Lease Landlord's architect shall calculate and certify in writing to Landlord and Tenant the Rentable Area and Usable Area of the Premises and the Rentable Area of the Building. If Tenant disagrees with the determination of the Rentable Area or Usable Area of the Premises or the Rentable Area of the Building as calculated by Landlord's architect, Tenant shall provide Landlord with written notice of Tenant's disagreement ("Tenant's Notice of Disapproval") within thirty (30) days after the date on which Tenant receives the calculation by Landlord's architect. The parties shall diligently attempt in good faith to resolve the disagreement over the Rentable Area or Usable Area of the Premises or the Rentable Area of the Building within thirty (30) days after the date on which Landlord receives Tenant's Notice of Disapproval. If the parties are unable to resolve the disagreement within that period of time, the dispute shall be resolved by arbitration under Article 23, except that the arbitrator must be a licensed architect with a minimum of five (5) years' experience in designing office buildings similar to the Building, and the arbitrator must render a final decision within forty-five (45) days after the date on which the arbitrator is selected. Landlord shall provide written certification of the Rentable and Usable Area of the Premises and the Rentable Area of the Building at Landlord's sole cost and expense.

1.4.3 Adjustment of Rent. On the final determination of the Rentable Area of the Premises and the Building, if the Rentable Area of either is different from that stated in Section 1.1, Rent that is based on the Rentable Area shall be recalculated in accordance with that final determination. On the recalculation of Rent as provided in this Subsection 1.4.3, the parties shall execute an amendment to this Lease, stating the recalculated Rentable Area and the recalculated Rent. Execution of that amendment shall not be a condition precedent to the effectiveness of the recalculated Rent. If there is a dispute over the Rentable Area of the Premises or the Building that has not been settled as provided in Subsection 1.4.2 by the date on which Tenant is required to begin paying Rent under this Lease, Tenant shall pay to Landlord the Rent stated in Section 4.1 until final determination of the Rentable Area of the Premises. If the Rent after final determination of the Rentable Area of the Premises is more than the Rent specified in Section 4.1, the deficiency must be paid by Tenant to Landlord, without interest, within thirty (30) days after that final determination. If the Rent after final determination of the Rentable Area of the Premises is less than the Rent in Section 4.1, Landlord shall credit the overpayment made by Tenant to the next Rent due, without interest.

ARTICLE 2

TERM

2.1 Term. The term of this Lease ("Lease Term") shall commence on the Commencement Date provided for in Section 2.2 below and shall end upon the expiration of Five (5) years following said Commencement Date plus the number of days between the Commencement Date and the first day of the next successive calendar month if the Commencement Date occurs on a day other than the first day of a calendar month ("Lease Expiration Date"), subject to any option, renewal or extension rights of Tenant as provided for in this Lease.

2.2 Commencement Date. The Lease Term shall commence the day that is the first Monday following the elapse of thirty (30) days from actual receipt by Tenant of written notice from Landlord that the work to be done in the Premises by Landlord pursuant to the provisions of Exhibit C is substantially completed. Notwithstanding the foregoing, if Tenant receives actual written notice from Landlord more than thirty (30) days prior to the date stated in subclause (a) of the preceding sentence that the work to be done in the Premises by Landlord is substantially completed and if Tenant commences operation of its business in the Premises prior to the date stated in said subclause (a), then this Lease shall commence on the date that Tenant commences operation of its business in the Premises. Upon the determination of the Commencement Date, Landlord and Tenant shall execute a written acknowledgment of the Commencement Date and shall attach it to this Lease as Exhibit D.

2.3 Substantial Completion of Landlord's Work. The work to be done in the Premises by Landlord pursuant to the provisions of Exhibit C shall be "substantially completed" when Landlord has delivered to Tenant a temporary or final certificate of occupancy for the Premises and Landlord's work has been substantially performed, although minor details or adjustments that do not interfere with Tenant's use of such space may have not been completed. Landlord shall diligently pursue completion of any minor details or adjustments that have not been performed at the time Landlord gives the aforesaid notice of substantial completion to Tenant. Notwithstanding anything contained herein to the contrary, if, after receiving the aforesaid notice from Landlord that the Landlord's work is substantially completed, Tenant shall be delayed in installing and completing or having installed and completed any finishing work necessary for the operation of Tenant's business in the Premises (including, without limitation, files, reproduction and other office equipment, and telephone communications facilities) or in completing the move or installation of substantially all of its furniture and other equipment into the Premises so as to be able to commence its business there, by reason of fire, casualty, acts of God, strikes, lockouts, or other labor troubles, inability to secure materials, governmental laws or regulations, or other causes of whatever kind beyond the reasonable control of Tenant, then the Commencement Date shall be deferred for a period of time equivalent to the period of such delay. Evidence of when the Landlord's work has been substantially performed shall be a certificate to that effect signed by Landlord's architect and Tenant's architect. Substantial (Completion of Landlord's Work or "substantially completed" is defined in Section 5.1 of Exhibit C.) Landlord agrees to use its best efforts to provide Tenant with at least thirty (30) days' advance notice of the date on which the Premises are expected to be substantially completed. Tenant shall have the right of early access to the Premises for a fixturing period of fifteen (15) business days prior to the Commencement Date for installation of Tenant's furniture, fixtures and equipment.

2.4 Delay in Commencement. If Landlord, for any reason whatsoever, fails to give Tenant notice by March 30, 2018 that the Landlord's work in the Premises is substantially completed, as provided for above, then the Tenant may: (a) terminate this Lease by giving Landlord five (5) days prior written notice of its intention to do so; or (b) extend Landlord's time for completion thereof and delivery of possession to Tenant, and withhold from the first rental payment and subsequent rental payments as may be necessary, as liquidated damages, an amount equal to one and one-half times the Rent otherwise due for each day after said date during which Landlord has failed to give Tenant such notice of substantial completion. Notwithstanding the foregoing, if Landlord, for any reason whatsoever, fails to give Tenant notice that the Landlord's work in the Premises is substantially completed April 30, 2018, Tenant at its option shall have the right, by giving Landlord five (5) days' prior written notice of its intention to do so, to immediately cancel this Lease, and recover the additional sum of six (6) months' rent from Landlord, as

liquidated damages. This agreement for liquidated damages is entered into because the amount is manifestly reasonable under the circumstances at the time of this Lease, and it would be extremely difficult or impossible to determine, with any degree of accuracy, the actual damages caused by such delay. Landlord's obligation to complete the Premises within the time specified in this Section 2.4 shall not be extended for any reason except delays caused by Tenant, strikes, lockouts, fires, floods, war, civil disorder or government regulations.

2.5 Option To Extend Term. Landlord grants to Tenant three (3) options to extend the Lease Term ("Extension Option") for a period of five (5) years each ("Option Term"), subject to the conditions described in this Section 2.5. The General Services Director shall be authorized to exercise the Extension Option on behalf of the County.

2.5.1 Conditions of Option. The Extension Options may be exercised only by written notice delivered by Tenant to Landlord as provided in Subsection 2.5.3 and only if, as of the date of delivery of the notice, Tenant is not in material default under this Lease after the expiration of any applicable cure periods. If Tenant properly exercises the Extension Option, the Lease Term, as it applies to the entire Premises then leased by Tenant, shall be extended for the respective Option Term. If Tenant properly exercises an Extension Option, Landlord shall, prior to the commencement of the Option Term, shall repaint the Premises and install new carpeting throughout the Premises (including lifting and moving of Tenant's furniture and equipment and relocation) during non-business hours in a manner acceptable to Tenant at Landlord's sole cost and expense.

2.5.2 Option Rent.

First Option Term. The Rent payable by Tenant at commencement of the First Option Term and each successive Option Terms shall be equal to the Prevailing Market Rental Rate, as determined by both parties.

2.5.2.4 Rental Rate of Comparable Space. In determining the rental rate of comparable space, the parties shall include all escalations and take into consideration the following concessions: (a) typical rental abatement and other concessions, if any, being granted to tenants in connection with the comparable space excluding extraordinary or unusual concessions; (b) tenant improvements or allowances provided or to be provided for the comparable space, taking into account the existing improvements in the Premises, as compared to the improvements in the comparable space, based on the age, condition, design, quality of finishes, and layout of the improvements, (c) the extent to which the precise tenant improvements existing in the Premises are specifically suitable to the Tenant; and (d) all other monetary and nonmonetary concessions, if any, being granted to tenants in connection with the comparable space.

2.5.3 Exercise of Option. The Extension Options must be exercised by Tenant, if at all, only at the time and in the manner provided in this Subsection 2.5.3.

2.5.3.1 Exercise of First Option. If Tenant wishes to exercise its Extension Option with respect to the first Option Term, Tenant shall deliver written notice to Landlord no less than one hundred eighty (180) days before the expiration of the initial Lease Term.

2.5.3.2 Exercise of Subsequent Options. If Tenant wishes to exercise its

Extension Option with respect to the second Option Term, Tenant shall deliver written notice to Landlord no less than one hundred eighty (180) days before the expiration of the first Option Term. The parties shall have thirty (30) days after Landlord receives the option notice in which to agree on the rent for the second Option Term. If the parties agree on the rent for the second Option Term during that period, they shall execute an amendment in accordance with Section 2.5.4. If the parties are unable to agree on the rent in accordance with Subsection 2.5.2.2 within that period, then within ten (10) days after the expiration of that period each party, at its cost and by giving notice to the other party, shall appoint a real estate appraiser with a California Certified General Real Estate Appraiser license and an M.A.I. designation (or equivalent) and at least five (5) years' full-time commercial appraisal experience in the area and market segment in which the Premises are located to appraise and set the rent in accordance with Subsection 2.5.2.2 for the second Option Term. If a party does not appoint an appraiser within ten (10) days after the other party has given notice of the name of its appraiser, the single appraiser appointed shall be the sole appraiser and shall set the rent for the second Option Term. If the two appraisers are appointed by the parties as stated in this Section, they shall meet promptly and attempt to set the rent. If they are unable to agree within thirty (30) days after the second appraiser has been appointed, they shall attempt to elect a third appraiser meeting the qualifications stated in this Section within ten (10) days after the last day the two appraisers are given to set the rent. If they are unable to agree on the third appraiser, either of the parties to this Lease by giving ten (10) days' notice to the other party may file a petition with the American Arbitration Association solely for the purpose of selecting a third appraiser who meets the qualifications stated in this Section. Each party shall bear half the cost of the American Arbitration Association appointing the third appraiser and of paying the third appraiser's fee.

The third appraiser, however selected, shall be a person who has not previously acted in any capacity for either party. Within thirty (30) days after the selection of the third appraiser, a majority of the appraisers shall set the rent for the second Option Term. If a majority of the appraisers are unable to set the rent within the stipulated period of time, the Fair Market Rental Value in each of the three appraisals shall be added together and the total divided by three; the resulting quotient shall be the rent for the Premises during the second Option Term. In setting the minimum monthly rent for the second Option Term, the appraiser or appraisers shall consider the use to which the Premises are restricted under this Lease and shall not consider the highest and best use for the Premises without regard to the restriction on use of the Premises contained in this Lease. If, however, the high appraisal is more than ten percent (10%) higher than the middle appraisal, the high appraisal shall be disregarded. If the high appraisal is disregarded, the remaining two appraisals shall be added together and their total divided by two; the resulting quotient shall be the rent for the Premises during the second Option Term. After the rent for the second Option Term has been set, the appraisers shall immediately notify the parties. If Tenant objects to the rent that has been set, Tenant shall have the right to have the Lease expire at the end of the first Option Term. Tenant's election to allow the Lease to expire at the end of the first Option Term must be exercised within thirty (30) days after receipt of notice from the appraisers of the rent. The Base Rent determinations shall include annual increases based on Tenant's requirement of not paying any operating expense pass-through above a Base Year.

2.5.4 Amendment to Lease. If Tenant timely exercises its Extension Options, Landlord and Tenant shall execute an amendment to this Lease, extending the Lease Term for the respective Option Term on the terms and conditions set forth in this Section 2.5. Execution of that amendment shall not be a condition precedent to the effectiveness of the respective Option Term.

2.6 Termination by Tenant

2.6.1 Non-appropriation of Funds. Tenant may terminate this Lease for any reason, or for no reason, in accordance with Section 2.6.3 below, with respect to all or part of the Premises upon one hundred eighty (180) days' prior written notice to Landlord ("Termination Notice").

2.6.2 Termination Procedures.

2.6.2.1 Exercise of Termination Right. The Premises subject to any Termination Notice shall be referred to as the "Canceled Premises." The termination shall be effective as of one hundred eighty (180) days after Tenant delivers the Termination Notice to Landlord ("Lease Termination Date"). If Tenant terminates the Lease pursuant to this Section 2.6, Tenant's delivery of the Termination Notice to Landlord shall be accompanied by an amount equal to the Lease Termination Fee, as defined in this Subsection 2.6.3.

2.6.2.2 Lease Termination Fee. Before giving the Termination Notice, Tenant shall give Landlord a preliminary notice stating Tenant's intention to exercise the right to terminate and the proposed Lease Termination Date. Within thirty (30) days after receiving the preliminary notice from Tenant, Landlord shall notify Tenant of the amount of the Lease Termination Fee based on the appropriate Lease Termination Date set forth in Tenant's notice. The Lease Termination Fee shall be equal to the "Unamortized Value as of the Lease Termination Date" of the "Lease Concessions," as defined in this Subsection 2.6.3.2.

2.6.2.3 Lease Concessions. For purposes of this Subsection 2.6.2.3, "Lease Concessions" shall be equal to the sum of (a) the amount of the real estate commissions paid by Landlord to the brokers in connection with the consummation of this Lease; and (b) the amount of attorney's fees paid to Landlord's attorney to initially review and negotiate this Lease.

2.6.2.3a Unamortized Value as of Lease Termination Date. The "Unamortized Value as of the Lease Termination Date" of the Lease Concessions shall be equal to the product of:

The items set forth in Section 2.6.3.2.a shall be amortized on a straight-line basis over the sixty (60) month initial Lease Term beginning on the Commencement Date, together with interest thereon at the prime rate per annum (as said prime rate is published in the Wall Street Journal), and the Unamortized Value of the Lease Concessions shall be determined based upon the unexpired portion of the Initial Lease Term as of the Termination Date set forth in Tenant's Termination Notice.

2.7 Holding Over. Any holding over by Tenant shall not be nor be construed to be a renewal of the term of this Lease but shall constitute a month to month tenancy which may be terminated by either party upon ninety (90) days' prior written notice to the other party, and shall otherwise be on the same terms and conditions herein set forth.

ARTICLE 3

USE OF PREMISES

3.1 Tenant's Use. Tenant shall use and occupy the Premises for any lawful business use so long as such use continues to be for standard professional office space.

3.2 Landlord's Obligations. Landlord shall lease space in the Building only for purposes consistent with the maintenance of a first class office/commercial building of the kind and character of the Building as of the date hereof.

ARTICLE 4

RENT

4.1 Definition of "Rent"--Limited Setoff. Commencing on the Commencement Date, Tenant shall pay to Landlord rent ("Rent") in equal monthly installments of Three thousand three hundred forty-five (\$3,345.00), (\$2.10 per square foot of the Rentable Area per month) on or before the last day of every calendar month during the Lease Term, without any setoff or deduction except as provided in Section 5.1 and Section 20.2. Payment shall be made at the address set forth in Section 19.2 or at any other place that Landlord may from time to time designate in writing. Tenant shall not be obligated to recognize any agent for the collection of Rent until written notice of the appointment and the extent of the authority of such agent shall be provided to Tenant by Landlord. Tenant shall not be responsible for any operating expenses or operating expense pass-throughs during the Lease Term.

4.2 Initial Payment; Proration. The Rent for the first full calendar month of the Lease Term shall be paid on the Commencement Date. If any payment date (including the Commencement Date) for Rent, falls on a day other than the first day of that calendar month, or if any Rent payment is for a period shorter than one calendar month, the Rent for that fractional calendar month shall accrue on a daily basis for each day of that fractional month at a daily rate equal to 1/365 of the total annual Rent. All other payments or adjustments that are required to be made under the terms of this Lease and that require proration on a time basis shall be prorated on the same basis.

4.3 Rental Adjustments. Rent shall be adjusted as follows: The monthly rental rate at the commencement of years 2-5 of the Initial Term and during each option period shall be increased by an amount of 5 cents per square foot annually.

ARTICLE 5

MAINTENANCE

5.1 Maintenance of Building and Premises. Except as otherwise provided in this Lease, during the Lease Term, Landlord, at its expense, agrees to maintain the Building and the Premises, in first class condition appropriate for a building of this type and in this location. This obligation shall include, but not by way of limitation, the maintenance and repair of any air conditioning, heating, ventilating, elevator, sprinkler, sewage, electrical, gas, life safety, water supply or steam system,

foundation, superstructure, structural roof, roofing membrane, exterior walls, and other structural members and parts of the Building, all ordinary maintenance of the exterior portions of the Building such as painting and/or washing the exterior walls and windows, maintaining the exterior portions of the Building, polishing or waxing any exterior components, cleaning and maintaining sidewalks adjacent to the Building, rubbish removal and all interior maintenance, repair and replacement, including, without limitation, the replacement of fluorescent and other lighting (e.g., light bulbs, ballasts) and furnishing of all restroom supplies. In addition, Landlord shall provide, for the use by Tenant and its customers, agents, employees, assignees, subtenants, licensees and invitees during Tenant's normal business hours (7:00 a.m. - 8:00 p.m.) Monday through Saturday, excluding County holidays), building utility services and elevators and building maintenance personnel who shall, at the option of Landlord, be either on duty in the Building or reasonably available to the Tenant and capable of promptly performing the services or work required. If any service or maintenance requested by Tenant cannot reasonably be completed by Landlord's on duty building maintenance personnel, Landlord shall have thirty (30) days after notice from Tenant to perform its obligations under this Section 5.1, except that Landlord shall perform its obligations immediately if the nature of the problem presents a hazard or emergency or substantially interferes with Tenant's use of the Premises. If Landlord does not perform its obligations within the time limitations in this Section 5.1, Tenant may perform the obligations and shall have the right to be reimbursed for the sum Tenant actually expends in the performance of Landlord's obligations. If Landlord does not reimburse Tenant within fifteen (15) days after demand from Tenant, Tenant shall have the right to withhold from future Rent due the sum Tenant has expended until Tenant is reimbursed in full.

5.2 Maintenance by Tenant. Tenant shall be responsible for the maintenance, including repair and/or replacement desired by Tenant, of its interior signs, furnishings, trade fixtures installed by or on behalf of Tenant, and other personal property used in connection with the Premises. Tenant shall not be responsible for any of the items that are Landlord's responsibilities under this Lease.

ARTICLE 6

UTILITIES AND SERVICES

6.1 Landlord to Provide Utilities. Landlord shall provide and pay for electricity service for ordinary lighting and business machines (such as typewriters, adding machines, faxes, printers, and computer terminals), gas, water, sewer, and heat and air conditioning (in the customary periods of the year and during the customary hours (i.e., 7:00 a.m. to 8:00 p.m., Monday through Saturday, excluding County holidays)) all in reasonable amounts not to exceed the capacities of the utility systems serving the Premises making delivery to Tenant, such amounts not to be less than the amounts being used upon the commencement of this Lease plus Tenant's anticipated growth.

6.2 Failure to Furnish Utilities. Except as hereinafter provided, Landlord shall not be liable for any failure to furnish any of such services or utilities when such failure is caused by strikes, lockouts, other labor troubles or other conditions beyond Landlord's reasonable control (financial inability excepted), and Tenant shall not be entitled to any damages nor shall any such failure relieve Tenant of the obligation to pay Rent, or constitute or be construed as a constructive or other eviction of Tenant. Notwithstanding the foregoing, Rent of any kind provided in this Lease shall be equitably abated in the event Landlord, for whatever reason, is unable to supply any of the

Building's sanitary, electrical, heating, air conditioning, water or other systems serving the Premises for a period of twenty-four (24) hours or more, unless the damage or defective condition relating to failure of such systems is caused by: (a) Tenant, its employees, licensees or invitees; or (b) strike, lockout or other labor troubles; or (c) other conditions beyond Landlord's reasonable control (financial inability excepted). If the damage or defective condition is caused by one of the above three listed reasons, then the amount of such abatement shall be agreed upon by Landlord and Tenant or, in the event Landlord and Tenant are unable to agree on such abatement, the amount shall be determined in an arbitration proceeding (pursuant to the terms of Article 23) according to the extent to which such unavailability interferes with Tenant's normal business operations on the Premises. If Landlord's failure to furnish any such services or utilities to the Premises or to supply any of the Building's sanitary, electrical, heating, air conditioning, water or other systems serving the Premises for any period of time is caused by any negligence or willful act of Landlord, or Landlord's agents or contractors, there shall be an immediate abatement of Rent for the period of such failure or lack of supply. In the event of any stoppage or interruption of services, Landlord shall use commercially reasonable and diligent efforts to restore said services as soon as possible. Tenant, however, shall have the right, at its option, to terminate this Lease if any such stoppage or interruption of said services continues for any reason for more than fourteen (14) consecutive days.

6.3 Janitorial Services. Landlord agrees to provide reasonable bonded cleaning service consistent with first class buildings for the Premises and for all of the public and common areas in the Building and appurtenances thereto, including the elevators and stairways. Such services shall include those set forth in Exhibit E attached hereto and incorporated herein by this reference. Tenant shall have the right for any reason whatsoever or for no reason, upon thirty (30) days' notice to Landlord, to assume responsibility for providing janitorial service and supplies to the Premises, and in said event, the Rent due under this Lease shall be reduced by the estimated amount of savings in costs for such janitorial services and supplies incurred by Landlord as a result of such performance by Tenant, as determined based on the actual costs incurred by Landlord for such janitorial service and supplies during the 12-month period ending on the last day of the last full calendar month ending before the commencement of such performance by Tenant. Landlord covenants and agrees, at its sole cost and expense: (a) to comply with all present and future laws, orders and regulations of the Federal, State, County, municipal or other governing authorities, departments, commissions, agencies and boards regulating the collection, sorting, separation, and recycling of garbage, trash, rubbish and other effuse (collectively "trash"); (b) to comply with Tenant's recycling policy where it may be more stringent than applicable law; (c) to sort and separate trash and recycling into such categories as are provided by law or Tenant's sustainability practices; (d) that each separately sorted category of trash and recycling shall be placed in separate receptacles as directed by Tenant; and (e) that Landlord shall pay all costs, expenses, fines, penalties or damages that may be imposed on Landlord or Tenant by reason of Landlord's failure to comply with the provisions of this Section 6.3.

6.4 Operating Expense Increases: Tenant shall not be required to pay any operating expense or pass-through of any kind.

ARTICLE 7

ALTERATIONS AND IMPROVEMENTS

During the term of this Lease, Tenant shall make no alterations, installations, additions, or

improvements to the Premises costing more than ten thousand Dollars (\$10,000.00) without submitting to Landlord plans and specifications therefor and obtaining Landlord's written consent, which consent will not be unreasonably withheld or delayed. Landlord, without any cost to itself, shall cooperate with Tenant in securing building and other permits and authority necessary from time to time for any work permitted under this Lease. Tenant may at any time remove any equipment and trade fixtures installed by or on behalf of Tenant in the Premises. Improvements made by Tenant at any time to the Premises during the term of this Lease shall be and remain the property of Tenant.

ARTICLE 8

PARKING

Included in Tenant's rental herein is the right of Tenant's employees, contractors, agents, customers and invitees to have the right to use on a non-exclusive basis and free of charge at least three (3) parking spaces in the parking area associated with the Building. In the event Landlord installs a system of charging for parking in the parking area, Landlord shall establish and make available to Tenant no-charge validations issued to Tenant's employees, contractors, agents, customers and invitees for the use of such parking to the extent of said parking spaces in the parking area. Landlord reserves the right to grant similar nonexclusive rights to other tenants; to promulgate reasonable rules and regulations relating to the use of the parking area; and to make changes in the parking layout from time to time, provided such changes comply with all Laws and Orders and do not adversely affect Tenant's ability to utilize said three (3) parking spaces.

ARTICLE 9

INSURANCE AND INDEMNITY

9.1 Fire and Extended Coverage Insurance. Landlord and Tenant shall maintain insurance as described in Exhibit F, which is attached hereto and incorporated herein by this reference.

9.2 Indemnity.

9.2.1 Indemnification of Landlord. Tenant agrees to indemnify Landlord against and save Landlord harmless from any and all loss, cost, liability, damage and expense, including, without limitation, reasonable attorneys' fees and costs that may be asserted by any party and incurred in connection with or arising from: (a) any default by Tenant in the observance or performance of any of the terms, covenants or conditions of this Lease on Tenant's part to be observed or performed; (b) the use or occupancy or manner of use or occupancy of Tenant; (c) the condition of the Premises related to Tenant's duties under this Lease, or any occurrence on the Premises from any cause whatsoever, except to the extent caused by the negligence or willful misconduct of Landlord or related to the duties of Landlord under this Lease; or (d) any acts, omissions or negligence of Tenant or of the contractors, agents, employees, visitors or licensees of Tenant in, on or about the Premises or the Building. Tenant's obligations under this Section 9.2.1 shall survive the termination of the Lease.

9.2.2 Indemnification of Tenant. Landlord agrees to indemnify Tenant against and save Tenant harmless from any and all loss, cost, liability, damage and expense, including, without limitation, reasonable attorneys' fees and costs that may be asserted by any party and incurred in connection with or arising from: (a) any default by Landlord in the observance or performance of any of the terms, covenants or conditions of this Lease on Landlord's part to be observed or performed; (b) the use or occupancy or manner of use or occupancy of the Building by Landlord or any person or entity claiming through or under Landlord, except Tenant; (c) the condition of the Building or any occurrence in the Building from any cause whatsoever except to the extent caused by the negligence or willful misconduct of Tenant; or (d) any acts, omissions or negligence of Landlord or of the contractors, agents, employees, visitors or licensees of Landlord in, on or about the Building including, without limitation, the design and construction of the Building or the Premises. Landlord's obligations under this Section 9.2.2 shall survive the termination of the Lease.

ARTICLE 10

DESTRUCTION AND UNTENANTABILITY OF PREMISES

10.1 Loss -- Insured or Uninsured. Subject to the options to terminate hereinafter provided in this Article 10, if during the Lease Term, the Building or any portion thereof is damaged by fire, earthquake or other casualty or peril, Landlord shall with all due diligence (upon receipt of insurance proceeds) repair or rebuild the Building and the Premises to the condition at least equal to that existing immediately prior to said damage. In connection therewith, Landlord shall use any such insurance proceeds for such purpose, together with any insurance proceeds received by Tenant by reason of insurance on improvements made by it in excess of the actual amount needed to replace or restore Tenant's improvements, fixtures and equipment, provided that any such proceeds received by Tenant shall be used only for the replacement or restoration of Tenant's improvements, fixtures and equipment. If, by reason of the provisions of any mortgage or deed of trust executed by Landlord encumbering the Building, insurance proceeds are required to be made payable to the lienholder and/or the policies of insurance placed in its custody, Tenant hereby consents thereto, provided that the lienholder in question shall first agree in writing with Landlord to make the proceeds of said insurance available for the repair and restoration of the Building.

10.2 Major Damage. For purposes of this Article 10, "major damage" to the Building resulting from fire, earthquake or any other casualty or peril is defined as damage to such extent that the estimated cost of full repair of such damage is greater than fifty percent (50%) of the then full replacement value of the Building as required for purposes of the then existing insurance policies provided for in Article 9. Any other damage to the Building from any such casualty or risks shall be deemed to be "non-major."

10.3 Tenant's Option to Terminate in Certain Events. If during the Lease Term the Building or any portion thereof receives damage to such an extent that the cost to repair the damage exceeds twenty percent (20%) of the then full replacement value of the Building and the effect of which is to render the Premises untenable, in Tenant's opinion, for continued occupancy for a period of two hundred forty (240) days or more, then Tenant shall have the option to terminate this Lease upon thirty (30) days' notice to Landlord.

10.4 Landlord's Option to Terminate in Event of Major Damage to Building. If during the Lease Term the Building or any portion thereof receives major damage, Landlord shall have the

option to terminate this Lease on sixty (60) days' written notice to Tenant, provided that Landlord also terminates the leases of all other tenants of the Building, in which event proration of Rent shall be made to be effective upon the date of such major damage, and Landlord shall have no further obligations to Tenant. Notwithstanding the foregoing, Landlord shall have the absolute obligation to rebuild the Building after major damage in the manner set forth in Section 10.1 if either (a) the insurance proceeds are sufficient to pay for such rebuilding and Tenant does not elect to terminate this Lease pursuant to Section 10.3 above, or (b) Tenant gives notice, in writing, prior to the expiration of the 60-day period set forth above, that it desires to have the Building, or so much thereof as may be necessary to constitute a complete architectural unit, restored to a condition that will provide Tenant with suitable facilities, satisfactory in Tenant's sole opinion for its continued use of the Premises, and that Tenant will supply any additional funds, if any, that may be necessary, in addition to any insurance proceeds, to pay for such partial rebuilding. If Tenant gives such notice to Landlord, Tenant and Landlord shall each agree upon the plans and specifications for such rebuilding, the cost thereof, and the method by which Tenant shall supply to Landlord the additional funds necessary for such rebuilding, and the Rent necessary for such rebuilding, and the Rent paid by Tenant shall be equitably reduced in accordance with its contribution of additional funds toward such rebuilding by amortizing such contribution over the then remaining Lease Term. If Landlord and Tenant are unable to agree on any aspect of such rebuilding, the matter shall be submitted to arbitration in accordance with the provisions of Article 23.

10.5 Proration. In the event of termination pursuant to the provisions of this Article 10, Tenant shall surrender to Landlord possession of the Premises and shall pay to Landlord any Rent hereunder accruing to the date of such damage.

10.6 Abatement of Rent. In the event that after any damage or destruction this Lease is not terminated in accordance with its provisions, Rent shall be equitably prorated and abated during the period commencing with the date of the casualty and continuing until such repairs are completed in the proportion that the Rent of the part usable by Tenant for the normal operation of Tenant's business on the Premises bears to the rental of the total space then leased by Tenant, taking into consideration the rental rate per Rentable Square Foot for the space for which the proration is made and any adverse effects and disruptions to Tenant's business caused during the period of such repairs.

ARTICLE 11

EMINENT DOMAIN

11.1 Appropriation. In the event of any taking of or damage to all or any part of the Building or Premises, including any interest therein or appurtenant thereto, by reason of any exercise of the power of eminent domain, whether by a condemnation proceeding, inverse condemnation or otherwise, or in the event of any transfer, conveyance, or sale of all or any part of the Building or Premises, including any interest therein, or appurtenant thereto made in lieu of an exercise of the power of eminent domain (all of the foregoing being hereinafter referred to as "appropriation") prior to or during the Lease Term, the rights and obligations of Landlord and Tenant with respect to such appropriation, each time there is an instance of such appropriation, shall be governed by the provisions of this Article 11.

11.2 Date of Appropriation. For the purposes of this Article 11, the date of appropriation shall be the date upon which the condemning authority takes possession of all or any part of the

Building or any interest therein or appurtenant thereto, or the date upon which Tenant is required by the condemning authority to commence vacating the Premises or any portion thereof, or any interest therein or appurtenant thereto, as a result of such appropriation, whichever date shall first occur.

11.3 Appropriation of All of the Building. In the event of appropriation of all of the Building, this Lease, subject to all provisions of this Article 11 pertaining to payments to be made, shall terminate as of the date of such appropriation.

11.4 Appropriation of Less Than All of the Building or Premises.

11.4.1 General Provisions. Except as provided in this Section 11.4, in the event of appropriation of less than all of the Building or of the Premises, this Lease shall continue in full force and effect, except that, as to the portion of the Premises so appropriated, this Lease shall terminate as of the date of appropriation.

11.4.2 Right to Terminate.

(i) If the appropriation shall render the Premises unavailable or unsuitable, in Tenant's sole opinion, to continue Tenant's normal use of the Premises, Tenant shall have the right to terminate this Lease. Exercise of such right by Tenant shall be made by written notice to Landlord on or before thirty (30) days after the date of Tenant's receipt of written notice of appropriation. Any such termination shall be effective as of the date of the appropriation.

(ii) Subject to the provisions of Section 11.4.5, in the event that fifty percent (50%) or more of the rentable area of the Building (as it existed on the date of the appropriation) should become untenanted or unoccupied because the appropriation renders such space unavailable or untenanted, Landlord shall have the right to terminate this Lease, provided that Landlord also terminates the leases of all other tenants of the Building. Exercise of such right shall be made by notice to Tenant on or before thirty (30) days after the date of receipt of notice of appropriation.

11.4.3 Abatement of Rent. The Rent for the remainder of the Lease Term shall be prorated in the same proportion that part of the Premises usable by Tenant for the normal operation of its business bears to the total Premises immediately prior to the appropriation, taking into consideration the Lease rental rate per Rentable Square Foot for the space for which the proration is made. Rent shall also be abated for any portion of the Premises that is not appropriated but is rendered temporarily unusable by virtue of repairs or restoration necessitated by the appropriation of other space.

11.4.4 Restoration of Premises by Landlord. If this Lease is not terminated pursuant to Section 11.4.2 and subject to Section 11.4.5, Landlord will make any restoration of the remainder of the Building and the Premises necessitated by reason of the appropriation of less than all of the Building as promptly as reasonably practicable to as close to the same condition (as circumstances permit) as existed immediately prior to such appropriation.

11.4.5 Restoration of Premises with Tenant Funds. If Landlord would otherwise have the right to terminate this Lease pursuant to Section 11.4.2(ii), Landlord shall not have the right to terminate this Lease if Tenant, within thirty (30) days after receipt of notice from Landlord that Landlord has elected to terminate this Lease pursuant to Section 11.4.2(ii), notifies Landlord

that Tenant desires to have the Building, or so much thereof as may be necessary to constitute a complete architectural unit, restored to a condition which will provide Tenant with suitable facilities in Tenant's sole opinion for its continued use of the Premises and that Tenant will supply any additional funds, if any, that may be necessary, in addition to the net amount of the award paid to Landlord under the provisions of Section 11.6, including severance damages (without offset for special benefits) after first deducting any and all amounts which constitute Tenant's share of the award pursuant to Section 11.6. In such event, Tenant and Landlord shall each agree upon the plans and specifications for such rebuilding, the cost thereof, and the method by which Tenant shall supply to Landlord the additional funds necessary for such rebuilding, and the Rent payable by Tenant shall be equitably reduced in accordance with its contribution of additional funds toward such rebuilding by amortizing such contribution over the then remaining Lease Term. If Landlord and Tenant are unable to agree on any aspect of such rebuilding, the matter shall be submitted to arbitration in accordance with the provisions of Article 23.

11.5 Amounts Payable by Reason of Termination. If this Lease is terminated pursuant to Section 11.4.2, the entire award (less any amounts separately awarded to Tenant under subsections (1) through (6) below, and less the reasonable expenses of Landlord and Tenant incurred in such appropriation proceedings which shall be paid to Landlord or Tenant, as applicable) made with respect to the appropriation shall be paid to Landlord; provided, however, Tenant and its representative shall have the right to participate in any negotiations with respect to the amount or allocation of such award. Payment from the award shall be made first to the senior mortgage holder on the Building in an amount necessary to repay its security interest and then Tenant shall have the right to make a separate claim in the condemnation proceedings and to share in the aggregate award which is paid by the condemnor or awarded by the court specifically for: (1) the fair market value of the unexpired portion of the Lease Term (including the option to lease additional space pursuant to Section 1.5 and the options to extend the Lease Term pursuant to Section 2.5, as if all such options were fully exercised by Tenant and including Tenant's right to terminate as set forth in Section 2.6) in excess of the Rent provided for herein, exclusive of any immovable trade fixtures or improvements; plus (2) any severance damages attributable to the unexpired Lease Term; plus (3) the taking of the unamortized or undepreciated value of any leasehold improvements owned by Tenant that Tenant has the right to remove at the end of the Lease Term and that Tenant elects not to remove; plus (4) reasonable removal and relocation costs for any leasehold improvements that Tenant has the right to remove and elects to remove (if condemnor approves the removal); plus (5) relocation costs under Government Code section 7262, the claim for which Tenant may pursue by separate action independent of this Lease; plus (6) any other amount in addition to the foregoing that does not reduce the amount of the award payable to the Landlord.

11.6 Damages if Lease Not Terminated. In the event of any appropriation of less than all of the Building or the Premises, if this Lease is not terminated pursuant to provisions of Section 11.4.2, the entire award made with respect to the appropriation shall be paid to Landlord; provided, however, Tenant and its representatives shall have the right to participate in any negotiations with respect to the amount or allocation of such award. All of such award shall be used first to reimburse Landlord and Tenant for costs incurred in such appropriation proceedings, then shall be used to repair or restore the Building as provided in this Article 11, and any remaining balance shall be allocated between Landlord and Tenant pro rata in accordance with Section 11.5.

11.7 Interest. Tenant shall be entitled to the share of any interest paid on any award to the extent the same is allocable to the amounts to which Tenant is entitled.

11.8 Abatement of Monetary Obligations of Tenant. In addition to any other abatement provided for in this Lease, all monetary obligations of Tenant hereunder shall be abated in an equitable amount based upon the interference with Tenant's normal business operations at the Premises commencing with the date of the appropriation and continuing during the period of any restoration and, in addition, for the remainder of the Lease Term to the extent that the Premises are not fully restored.

11.9 Proration and Refund of Payments. If this Lease is terminated pursuant to this Article 11, the Rent shall be prorated to the date of termination. Landlord shall repay to Tenant any Rent paid by Tenant for any period beyond the date of termination to the extent same is in excess of amounts then owed by Tenant to Landlord.

11.10 Date of Payments. All payments due Tenant from Landlord by reason of an appropriation shall be paid to Tenant without prior notice or demand and on or before the expiration of a period of ten (10) days from the date on which the amount of the award is finally determined and Landlord obtains, or has the right to obtain, whichever shall first occur, such award. If Landlord shall fail to make any such payments to Tenant on or before the expiration of such ten (10) day period, in addition to any and all other remedies available to Tenant under this Lease or otherwise, Landlord shall be obligated to pay interest to Tenant on the unpaid amount of such payments at the maximum rate permitted by law.

ARTICLE 12

COMPLIANCE WITH LAWS

12.1 Definition of "Laws and Orders." For purposes of this Article 12, the term "Laws and Orders" includes all Federal, State, county, city, or government agency laws, statutes, ordinances, standards, rules, requirements, or orders now in force or hereafter enacted, promulgated, or issued which are applicable to the Premises, the Building and the Real Property. The term also includes government measures regulating or enforcing public access or occupational or health or safety standards for employers, employees, landlords, or tenants (including, without limitation, tenants that are public entities).

12.2 Compliance with Laws and Orders. Throughout the term of this Lease, Landlord, at Landlord's sole expense, shall comply with all Laws and Orders with respect to the Building. Landlord shall promptly make all repairs, replacements, alterations, or improvements needed to comply with all Laws and Orders.

12.3 Rent Abatement. Subject to Subsection 20.2, Tenant's Rent shall be abated while Tenant's use and enjoyment of the Premises is disrupted by any work required by Section 12.2, provided Tenant is not actually using the space.

12.4 Certified Access Specialist Disclosure. Pursuant to California Civil Code Section 1938, the subject property **has not** been inspected by a "Certified Access Specialist".

A Certified Access Specialist (CASp) can inspect the subject Premises and determine whether the subject Premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject Premises,

the commercial property owner or Landlord may not prohibit the Tenant from obtaining a CASp inspection of the subject Premises for the occupancy or potential occupancy of the Tenant, if requested by the Tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the Premises.

ARTICLE 13

SURRENDER

Tenant covenants that on the last day of the term or on the last day of a renewal or extension of this Lease, it will peaceably and quietly leave and surrender the Premises in as good condition as they now are, ordinary wear and tear, repairs and replacements required to be made by Landlord, loss by fire, casualty and causes beyond Tenant's control, and alterations, additions and improvements herein permitted, excepted.

ARTICLE 14

SUBORDINATION

This Lease may, at the option of Landlord, be made subordinate to any first mortgage or first deed of trust now or hereafter placed upon or affecting the real property of which the Premises form a part, and to all renewals, modifications, replacements and extensions thereof; provided that as a condition of such subordination, and only if: (a) such mortgage or deed of trust shall contain a covenant which shall permit the proceeds of all insurance policies covering the Building, improvements, equipment and/or appurtenances thereto, whether such proceeds are to be held by Landlord or the first mortgagee or beneficiary, to be paid and/or made available for repair, replacement and rebuilding as provided in this Lease; and (b) a separate written agreement is entered into by the mortgagee named in any such mortgage, or by the trustee and the beneficiary named in any such deed of trust, and is recorded simultaneously with said mortgage or deed of trust, providing that notwithstanding any default in the mortgage or deed of trust and any foreclosure thereof, or the enforcement by the holder thereof of any rights or remedies, including sale thereunder, or otherwise, this Lease shall be recognized, remain in full force and effect, and the Tenant shall be permitted to remain in quiet and peaceful possession of the Premises throughout the term thereof, and any extension or renewal thereof, as long as Tenant shall not be in default under this Lease, or, if Tenant is in such default, as long as Tenant's time to cure such default shall not have expired. Such agreements shall be materially in the forms of **Exhibit G** and **Exhibit H** attached hereto. If Tenant has received the nondisturbance agreement in the form attached hereto as **Exhibit G** and estoppel certificate in the form attached hereto as **Exhibit H**, Tenant shall, within thirty (30) days after Landlord's request, execute any further instruments or assurances in recordable form that Landlord reasonably considers necessary to evidence or confirm the subordination or superiority of this Lease to any such encumbrances or underlying leases. Such subordination instrument(s) shall be strictly limited to matters contained in the nondisturbance agreement and estoppel certificate, and no such instruments may increase any of Tenant's obligations or decrease any of Tenant's rights under this Lease. Tenant's failure to execute and deliver such instrument(s) shall constitute a default under this Lease only if Landlord

has first delivered the nondisturbance agreement and estoppel certificate required hereunder to Tenant.

ARTICLE 15

TRANSFER OF TENANT'S INTEREST

Tenant shall have the right at any time and from time to time to assign or otherwise transfer all or any part of Tenant's interest in this Lease and to sublet the Premises, or any part thereof, provided that: (a) any assignment or subletting shall provide that the assignee or sublessee assumes and agrees to carry out and perform all of the terms and conditions of this Lease on the part of Tenant to be carried out and performed; (b) an executed copy of the assignment or subletting shall be delivered to Landlord; (c) the proposed use is consistent with the Permitted Use provisions of this Lease governing such matters; and (d) Landlord has provided its written consent, which consent shall not be unreasonably withheld in the reasonable opinion of Landlord, and the proposed new tenant has the financial strength to support the obligations imposed by the Lease. Upon any assignment of Tenant's entire interest in this Lease, Tenant shall be released from any further liability with respect thereto upon the written consent of Landlord, which consent shall not be unreasonably withheld. Landlord's consent shall be deemed to have been given if within thirty (30) days of notice of assignment to Landlord, Landlord fails to object to the new tenant by written notice to Tenant, stating in detail the reasons for such objection. Notwithstanding the foregoing, Tenant shall have the right at any time and from time to time without notice to Landlord to assign or otherwise transfer all or any part of Tenant's interest in this Lease to sublet the Premises, or any part thereof, to any entity that is affiliated with Tenant.

ARTICLE 16

QUIET ENJOYMENT AND TITLE

Landlord covenants and represents that it has full right and power to execute and perform this Lease and to grant the estate demised herein, and covenants that Tenant on paying the Rent herein reserved and performing the covenants hereof shall peaceably and quietly have, hold and enjoy the Premises and all appurtenances during the full term of this Lease or any extension or renewal thereof, and further covenants and represents that Landlord has a fee simple interest in the Premises. Landlord further covenants and represents that it will stand so seized on the first day of the Lease Term and will then place Tenant in actual possession of the Premises with the improvements thereon and the appurtenances thereto all in conformity with law and in a safe, clean and tenantable condition and in good order and repair.

ARTICLE 17

ENVIRONMENTAL REPRESENTATIONS

17.1 Definition of "Hazardous Material." As used in this Article 17, the term "Hazardous Material" shall mean any hazardous or toxic substance, material, or waste that is or becomes regulated by the United States, the State of California, or any local government authority having jurisdiction over the Building. Hazardous Material includes:

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(a) Any "hazardous substance," as that term is defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) (42 United States Code sections 9601-9675);

(b) "Hazardous waste," as that term is defined in the Resource Conservation and Recovery Act of 1976 (RCRA) (42 United States Code sections 6901-6992k);

(c) Any pollutant, contaminant, or hazardous, dangerous, or toxic chemical, material, or substance, within the meaning of any other applicable Federal, State or local law, regulation, ordinance, or requirement (including consent decrees and administrative orders imposing liability or standards of conduct concerning any hazardous, dangerous, or toxic waste, substance, or material, now or hereafter in effect);

(d) Petroleum products;

(e) Radioactive material, including any source, special nuclear, or byproduct material as defined in 42 United States Code sections 2011-2297g-4;

(f) Asbestos in any form or condition; and

(g) Polychlorinated biphenyls (PCBs) and substances or compounds containing PCBs.

Notwithstanding the foregoing, Hazardous Materials shall not include limited quantities of standard office, building and janitorial supplies reasonably necessary in connection with Tenant's use and operation of the Premises, provided that such materials are used, stored or disposed of in accordance with applicable Hazardous Substance Laws.

17.2 Compliance with Laws. With respect to Landlord's use of the Premises, the Building and the Real Property prior to this Lease, Landlord represents and warrants to Tenant that to the best of Landlord's actual knowledge, at the commencement of the Lease, the Premises, the Building and the Real Property are in compliance with all Federal, State and local laws, regulations and standards relating to the use, occupancy, production, storage, sale, disposal, or transportation of any Hazardous Materials ("Hazardous Substance Laws").

17.3 Right of Offset. With respect to Tenant's obligations to pay Rent under the Lease, Tenant may, upon fifteen (15) days' written notice to Landlord, offset payment of Rent to Landlord for costs and expenses incurred by Tenant for any breach of Landlord's representations and warranties set forth in this Article 17.

17.4 Termination of Lease. In the event that Hazardous Materials are found to be present on the Premises, the Building or the Real Property through no fault of Tenant and such that the Premises, the Building and/or the Real Property are not in compliance with Hazardous Substance Laws, Tenant may, upon thirty (30) days' written notice to Landlord, terminate this Lease.

17.5 Indemnification. Landlord shall indemnify, defend with counsel reasonable and acceptable to Tenant, and hold Tenant fully harmless from any and all liabilities, damages, claims,

penalties, fines, settlements, causes of action, cost or expense, including reasonable attorneys' fees, environmental consultant fees and laboratory fees and costs and expenses of investigating and defending any claims or proceedings resulting from or attributable to: (a) the presence, disposal, release or threatened release of any Hazardous Materials that are on, from or affecting the Premises, the Building or the Real Property, including, without limitation, the soil, water, vegetation, buildings, personal property, persons, animals, or otherwise; (b) any personal injury (including wrongful death), or property damage (real or personal) arising out of or relating to any Hazardous Materials; (c) any lawsuits or administrative action brought or threatened, settlement reached or governmental order relating to any Hazardous Materials; or (d) any violation of any laws applicable to any Hazardous Materials.

17.6 Survival. Landlord's indemnification obligations under Section 17.5 above shall survive the expiration or sooner termination of this Lease.

17.7 Notices. The parties shall give each other written notice within three (3) calendar days after the date on which either party learns or first has reason to believe that: (a) there has or will come to be located on or about the Premises, the Building or the Real Property any Hazardous Materials; (b) any release, discharge or emission of any Hazardous Materials that has occurred on or about the Premises, the Building or the Real Property; (c) any (i) enforcement, cleanup, removal or other governmental or regulatory action has been threatened or commenced against Landlord or with respect to the Premises, the Building or the Real Property pursuant to any Hazardous Substances Laws; or (ii) any claim has been made or threatened by any person or entity against Landlord, Tenant, or the Premises, the Building or the Real Property on account of any alleged loss or injury claimed to result from the alleged presence or release on the Premises, the Building or the Real Property of any Hazardous Materials; or (iii) any report, notice, or complaint has been made to or filed with any governmental agency concerning the presence, use or disposal of any Hazardous Materials on the Premises, the Building or the Real Property. Any such notice shall be accompanied by copies of any such claim, report, complaint, notice, warning or other communications that is in the possession of or is reasonably available to such party.

17.8 Audits. Landlord shall, upon completion of any environmental sampling and testing of the Premises, the Building or the Real Property, the surrounding soil in any adjacent areas, any groundwater located under or adjacent to the Premises, the Building or the Real Property, and/or adjoining property, provide Tenant with copies of all reports of the results of such environmental audit.

17.9 Clean-Up. If Landlord is responsible for the clean-up of any contamination of the Premises, the Building or the Real Property, Landlord shall carry out and complete, at its own cost and expense, any repair, closure, detoxification, decontamination, or other cleanup of the Premises, the Building or the Real Property required by Hazardous Substance Laws. Should Landlord fail to implement and diligently pursue any such clean-up promptly upon receipt of notice thereof, then Tenant shall have the right, but not the obligation, to carry out such clean-up, and to recover all of the costs and expenses thereof from Landlord as a set-off against rental payments under the Lease if Tenant elects to cure.

ARTICLE 18

INSPECTION AND ENTRY BY OWNER

Landlord and its agents shall have the right at any reasonable time and upon at least twenty-four (24) hours' notice to Tenant, to enter upon the Premises so long as it does not interfere with the business activities of Tenant on the Premises, for the purpose of inspection, serving or posting notices, maintaining the Premises, making any necessary repairs, alterations or additions to any portion of the Premises to the extent required or permitted to Landlord under this Lease.

ARTICLE 19

NOTICE

19.1 Notices. All notices (including requests, demands, approvals, or other communications) unless otherwise set forth in this Lease, under this Lease shall be in writing.

19.1.1 Method of Delivery. Notice shall be sufficiently given for all purposes as follows:

- (a) When personally delivered to the recipient, notice is effective on delivery.
- (b) When mailed first class to the last address of the recipient known to the party giving notice, notice is effective on delivery.
- (c) When mailed by certified mail with return receipt requested, notice is effective two (2) days following mailing.
- (d) When delivered by overnight delivery with charges prepaid or charged to the sender's account, notice is effective on delivery.
- (e) When sent by telex or fax to the last telex or fax number of the recipient known to the party giving notice, notice is effective on transmission as long as (1) a duplicate copy of the notice is promptly given by certified mail, return receipt requested, or by overnight delivery or (2) the receiving party delivers a written confirmation of receipt. Subject to the foregoing requirements, any notice given by telex or fax shall be considered to have been received on the next business day if it is transmitted after 5 p.m. (recipient's time) or on a non-business day.

19.2 Refused, Unclaimed, or Undeliverable Notices. Any correctly addressed notice that is delivered pursuant to Section 19.1.1(b) or (d) is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be considered to be effective as of the first date that the notice was refused, unclaimed, or considered undeliverable by the postal authorities, messenger, or overnight delivery service.

19.3 Addresses. Addresses for purposes of giving notice are set forth below:

"Tenant" COUNTY OF SONOMA
Facilities Development & Management
Attn: Real Estate Manager
2300 County Center Drive, Suite A220
Santa Rosa, California 95403
Fax No. 707-565-3476

With a copy to:

COUNTY OF SONOMA
Local Agency Formation Commission (Sonoma LAFCO)
Attn: Administration
111 Santa Rosa Avenue
Santa Rosa, California 95403

"Landlord" 851 Irwin Street, LLC
P.O. Box 633
Ross, CA 94957-0633
Richard M. Hall, Managing Partner

"Fed Ex/UPS"

9 Norwood Avenue
Ross, CA 94957-0633

ARTICLE 20

DEFAULTS; REMEDIES

20.1 Landlord's Default. Landlord shall be in default of this Lease if Landlord fails or refuses to perform any provisions of this Lease that Landlord is obligated to perform if the failure to perform is not cured within thirty (30) days after notice of default has been given by Tenant to Landlord, or such shorter period if specified in this Lease. If the default cannot reasonably be cured within thirty (30) days, Landlord shall not be in default of this Lease if Landlord commences to cure the default within the thirty (30) day period and diligently and in good faith prosecutes such cure to completion.

20.2 Tenant's Remedies on Landlord's Default. Tenant, at any time after Landlord commits a material default, may terminate this Lease or may cure the default at Landlord's cost. If Tenant at any time, by reason of Landlord's default, pays any sum or does any act that requires the payment of any sum, the sum paid by Tenant shall be due from Landlord to Tenant within thirty (30) days of written notice that the sum was paid, and if paid at a later date shall bear interest at the maximum rate the Tenant is permitted by law to charge from the date the sum is paid by Tenant until Tenant is reimbursed by Landlord. If Landlord fails to reimburse Tenant as required by this paragraph, Tenant shall have the right to withhold from future Rent due the sum Tenant has paid until Tenant is reimbursed in full for the sum and interest on it. The remedies set forth in this Section 20.2 are in addition to and do not in any manner limit other remedies set forth in particular paragraphs of this Lease. In the event Landlord disputes that it is in default, Landlord shall have the right to initiate an arbitration proceeding in accordance with Article 23 except that the arbitrator shall be appointed by the presiding judge of the Sonoma County Superior Court and once appointed each side shall have five (5) business days to submit written statements and supporting documents to the arbitrator.

20.3 Tenant's Default. The occurrence of any one or more of the following events shall

constitute a default and breach of this Lease by Tenant:

(a) The vacating for more than thirty (30) consecutive days or abandonment of the Premises by Tenant;

(b) The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant, including the payment of Rent, where such failure shall continue for a period of thirty(30) days after written notice is given by Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within said thirty(30) day period and thereafter diligently prosecutes such cure to completion. The purpose of this notice requirement is to extend the notice requirements of the unlawful detainer statutes of California.

20.4 Landlord's Remedies on Tenant's Default. In the event of any default by Tenant which is not cured by Tenant, Landlord may terminate this Lease by giving Tenant thirty (30) days notice of termination. The purpose of this notice requirement is to extend the notice requirement of the unlawful detainer statutes of California. On termination of the Lease for default pursuant to this Section 20.4, Landlord shall have the right to recover from Tenant only the following amounts for any and all damages which may be the direct or indirect result of such default:

(a) The worth, at the time of the award, of the unpaid Rent that has been earned at the time of termination of this Lease;

(b) The worth, at the time of the award, of the amount by which the unpaid Rent that would have been earned after the date of termination of this Lease until the time of award exceeds the amount of the loss of Rent that Landlord proves could not have been reasonably avoided;

(c) The worth, at the time of the award, of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of the loss of Rent that Landlord proves could not have been reasonably avoided; and

(d) Any other amount, and court costs, necessary to compensate Landlord for all detriment proximately caused by Tenant's default which Landlord proves could not have been reasonably avoided;

(e) Landlord shall have the option provided in Civil Code section 1951.4, which provides that, when a tenant has the right to sublet or assign (subject to reasonable limitations), the landlord may continue the lease in effect after the tenant's breach and/or abandonment and recover rent as it becomes due. Accordingly, if Landlord does not elect to terminate the Lease on account of any default by Tenant, Landlord may enforce all of Landlord's rights and remedies under this Lease, including the right to recover all Rent as it becomes due.

"The worth, at the time of the award," as used in "(a)" and "(b)" of this Section 20.4 , is to be computed by allowing interest at the maximum rate an individual is permitted by law to charge. "The worth, at the time of the award," as referred to in "(c)" of this Section 20.4, is to be computed by discounting the amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus one percent (1%).

ARTICLE 21

SIGNAGE

Upon the commencement of this Lease, Landlord shall provide: (a) signage consistent with the existing signage program for the Building reasonably acceptable to Tenant (in conformance with all Laws and Orders (as defined in Article 12) that will include (b) signage in the lobby directory, (c) signage at the entrance to the corridor leading to the Premises, and (d) main entry door signage. The cost of the signage and lettering shall be Landlord's responsibility. The cost of the signage and lettering shall be chargeable to the tenant improvement allowance described in Exhibit C.

ARTICLE 22

BROKERAGE

Neither party has had any contact or dealings regarding the Premises or any communication in connection with the subject matter of this transaction, through any licensed real estate broker or other person who can claim a right to a commission or finder's fee as a procuring cause of the Lease contemplated herein, except for Landlord's Broker Terra Firma Global Partners and Tenant's broker, Keegan & Coppin Company, Inc. , whose commission, if any is due, shall be the responsibility of Landlord. In the event that any other broker or finder perfects a claim for a commission or finder's fee based upon any such contract, dealing or communication, the party through whom the broker or finder makes his or her claim shall be responsible for said commission or fee and all costs and expenses (including reasonable attorneys' fees) incurred by the other party in defending against the same.

ARTICLE 23

DISPUTE RESOLUTION

23.1 Arbitration of Disputes. Any dispute that is required by the express terms of this Lease to be resolved by arbitration shall be resolved by neutral binding arbitration before a panel of three (3) arbitrators unless otherwise agreed, to be held in accordance with the commercial/real estate arbitration rules of the American Arbitration Association. Judgment on the award rendered by the arbitrator(s) may be entered in any Court having jurisdiction over the dispute.

23.1.1 Qualifications of Arbitrators. The arbitrators shall be real estate appraisers, licensed in the State of California, familiar with handling commercial lease matters.

23.2 Venue. Hearings shall be held in Santa Rosa, California, or another venue determined by mutual agreement of the parties.

23.3 Demand and Limitation on Claims. Any demand for arbitration must be made in writing to the other party and to the American Arbitration Association. No demand for arbitration may be made after the date on which the institution of legal proceedings based on the claim, dispute, or other matter is barred by the applicable statute of limitations.

23.4 Provisional Remedies. The parties shall each have the right to file with a court of competent jurisdiction an application for temporary or preliminary injunctive relief, writ of attachment, writ of possession, temporary protective order, or appointment of a receiver if the arbitration award to which the applicant may be entitled may be rendered ineffectual in the absence of such relief or if there is no other adequate remedy. This application shall not waive a party's arbitration rights under this Lease.

23.5 Powers and Duties of Arbitrators. The arbitrators shall have the power to grant legal and equitable remedies, and award damages, that may be granted or awarded by a judge of the Superior Court of the State of California. The arbitrators shall prepare and provide to the parties a written decision on all matters subject to the arbitration, including factual findings and the reasons that form the basis of the arbitrators' decision. The award of the arbitrators shall be mailed to the parties no later than thirty (30) days after the close of the arbitration hearing. The arbitration proceedings shall be reported by a certified shorthand court reporter. Written transcripts of the proceedings shall be prepared and made available to the parties.

23.6 Discovery. The parties shall have the right to discovery in accordance with Code of Civil Procedure Sections 1283.05 and 1283.1 as long as the arbitrators' permission shall not be required to take a discovery deposition and neither party may take more than three depositions nor more than one set of interrogatories or requests for admissions without the approval of the other party or the arbitrators. All discovery disputes shall be resolved by the arbitrators.

23.7 Application of California Evidence Code. The provisions of the California Evidence Code shall apply to the arbitration hearing.

23.8 Costs and Fees of Arbitrators. Costs and fees of the arbitrators shall be borne by the non-prevailing party unless the arbitrators for good cause determine otherwise.

23.9 Attorney Fees. The prevailing party shall be awarded reasonable attorney fees, expert and non-expert witness expenses, and other costs and expenses incurred in connection with the arbitration, in accordance with Article 24.

ARTICLE 24

ATTORNEY FEES AND COSTS

If either party undertakes litigation or arbitration against the other party arising out of or in connection with this Lease, the prevailing party shall be entitled to recover from the other party reasonable attorney fees, arbitration costs, and court costs incurred. The prevailing party shall be determined under Civil Code Section 1717(b)(1) or any successor statute.

ARTICLE 25

MISCELLANEOUS

25.1 Word Usage. Unless the context clearly requires otherwise: (a) the plural and singular numbers shall each be considered to include the other; (b) the masculine, feminine, and

neuter genders shall each be considered to include the others; (c) "shall," "will," "must," "agrees," and "covenants" are each mandatory; (d) "may" is permissive; (e) "or" is not exclusive; and (f) "includes" and "including" are not limiting.

25.2 Counting Days. Days shall be counted by excluding the first day and including the last day. If the last day is a Saturday, Sunday, or a legal holiday as described in Government Code Sections 6700-6701, it shall be excluded. Any act required by this Lease to be performed by a certain day shall be timely performed if completed before 5 p.m. local time on that date. If the day for performance of any obligation under this Lease is a Saturday, Sunday, or a legal holiday, the time for performance of that obligation shall be extended to 5 p.m. local time on the first following date that is not a Saturday, Sunday, or a legal holiday.

25.3 Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained.

25.4 Force Majeure-Specific Exceptions. Unless otherwise specified (including, without limitation Section 2.4), the time for performance of an obligation other than the payment of money under this Lease shall be extended for the period during which a party is prevented from performing by acts of God, government, or other force or event beyond the reasonable control of that party.

25.5 Binding on Successors. This Lease and all of the covenants, agreements, conditions and undertakings contained herein, shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns of the parties hereto.

25.6 Headings. The headings of the Articles and Sections hereof are for convenience only and shall not affect or be deemed to affect the meaning of any provisions hereof.

25.7 Entire Agreement. This Lease, including all exhibits, contains all of the terms, covenants, conditions and agreements between Landlord and Tenant relating in any manner to the rental, use and occupancy of the Premises. No prior agreement or understanding pertaining to the same shall be valid or of any force or effect, and the terms, covenants, conditions and provisions of this Lease cannot be altered, changed, modified or added to, except in writing and signed by Landlord and Tenant. All references herein, directly or indirectly, to the term of this Lease shall also be deemed to include any extensions or renewals thereof provided Tenant herein, unless expressly provided to the contrary.

25.8 Governing Law. This Lease shall be governed exclusively by its express provisions and by the laws of the State of California, and any action to enforce the terms of the Lease or breach thereof shall be brought in Santa Rosa, California.

25.9 No Joint Venture. Nothing herein contained shall be deemed in any way or have any purpose whatsoever to constitute Landlord or Tenant a partner of the other in its business or otherwise, or a joint venturer or a member of a joint enterprise with the other.

25.10 Invalidity. If any term or provision of this Lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and

provision of this Lease shall be valid and shall be enforced to the fullest extent permitted by law.

25.11 Construction of Lease. This Lease shall be strictly construed neither against Landlord nor Tenant, but shall be construed according to the fair meaning of its terms. No remedy or election given by any provision in this Lease shall be deemed exclusive unless so indicated, but each shall, wherever possible, be cumulative with all other remedies in law or equity as otherwise specifically provided. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the words "he", "his" or "him" if used with reference to Landlord shall be deemed to include the neuter or feminine gender of such pronoun. "Landlord" whenever used includes all grantors of the term, who shall be held bound jointly and severally hereby.

25.12 Signatures. This Lease may be executed in counterparts. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby agree and acknowledge and agree that facsimile signatures or signatures transmitted by electronic mail in so-called "pdf" format shall be legal and binding and shall have the same full force and effect as if an original of this Lease had been delivered.

ARTICLE 26

TELECOMMUNICATIONS EQUIPMENT

Installation of Telecommunications Equipment. Tenant shall have the right to install, at Tenant's cost, a satellite dish or similar antennae on the roof of the Building as set forth in this Article 26. Tenant shall have the right to install, operate and maintain telecommunications equipment on or about the Premises, the Building and the roof of the Building. In installing the telecommunications equipment, Tenant shall adhere to industry standards for installation and workmanship, all work to be completed to Landlord's reasonable satisfaction. Landlord reserves the right to have its roofing inspector supervise and review installation(s) to ensure the integrity of the roof structure is maintained. In addition, the installation of such equipment shall not cause damage to the Building and the use shall not result in excessive electrical use or diminish the rentable square footage of the Building. Tenant shall be responsible for procuring whatever consents, approvals, licenses or permits that may be required for the installation, use, operation and removal of Tenant's system. Tenant shall at all times and at Tenant's sole cost and expense be responsible for proper maintenance of the Telecommunications Equipment and all governmental permits and approvals required in connection therewith.

[SIGNATURE PAGE FOLLOWS]

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

"LANDLORD": 851 Irwin Street, LLC, a California Limited Liability Company

By: 
Print Name: Richard M. Hall
Title: Managing Partner

"TENANT": COUNTY OF SONOMA, a political subdivision of the State of California

By: _____
Director
General Services Department

The General Services Director is authorized to execute this Lease, pursuant to the Board of Supervisors' Summary Action dated _____, 2018.

APPROVED AS TO FORM FOR TENANT:

Deputy County Counsel

APPROVED AS TO CONTENT FOR TENANT:

Mark Bramfitt, Executive Officer
Sonoma LAFCO

Marc McDonald, Real Estate Manager
General Services Department

CERTIFICATE OF INSURANCE ON FILE WITH DEPARTMENT:

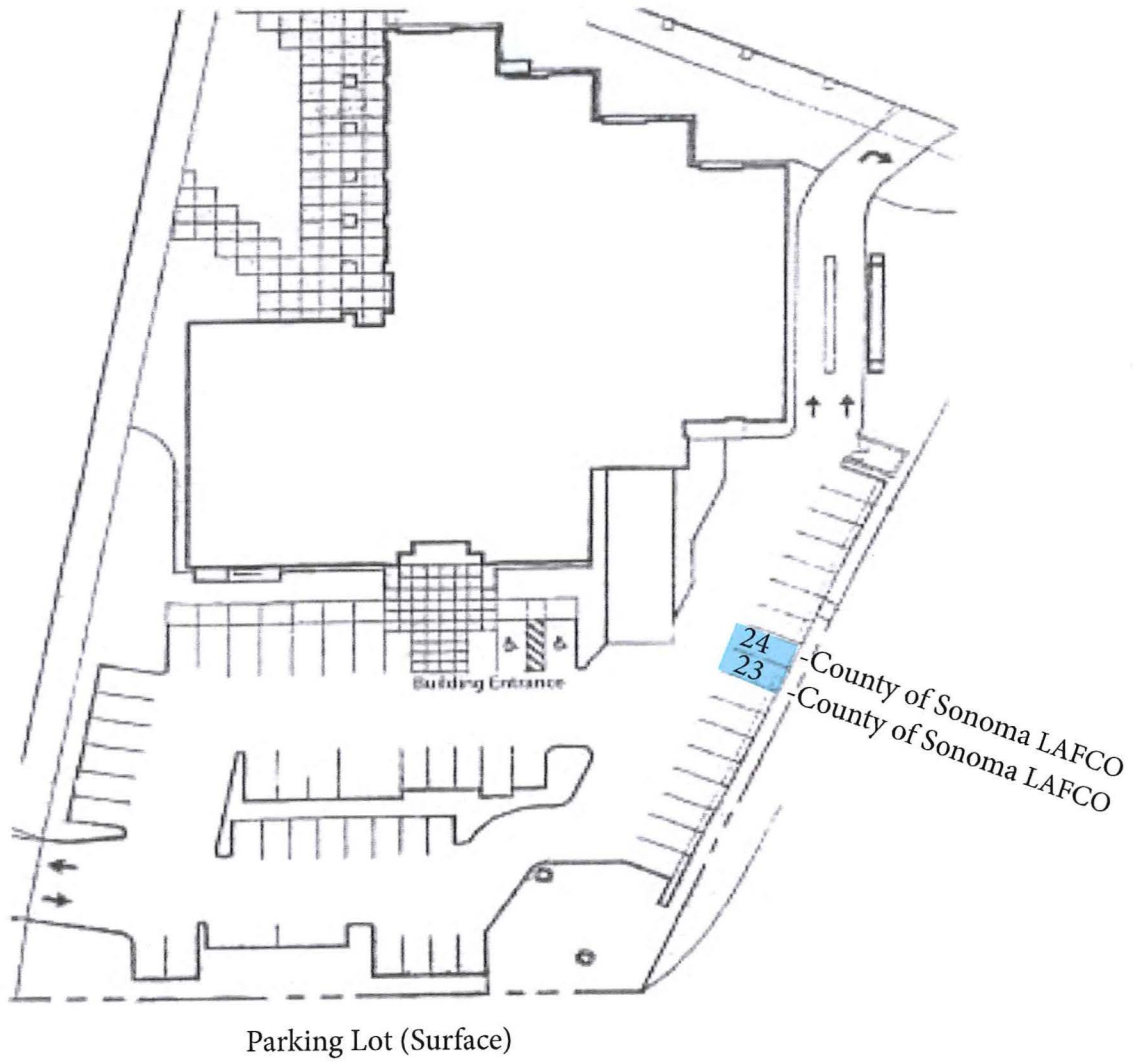
Reviewed by: _____ Date: _____

EXHIBIT A

Premises



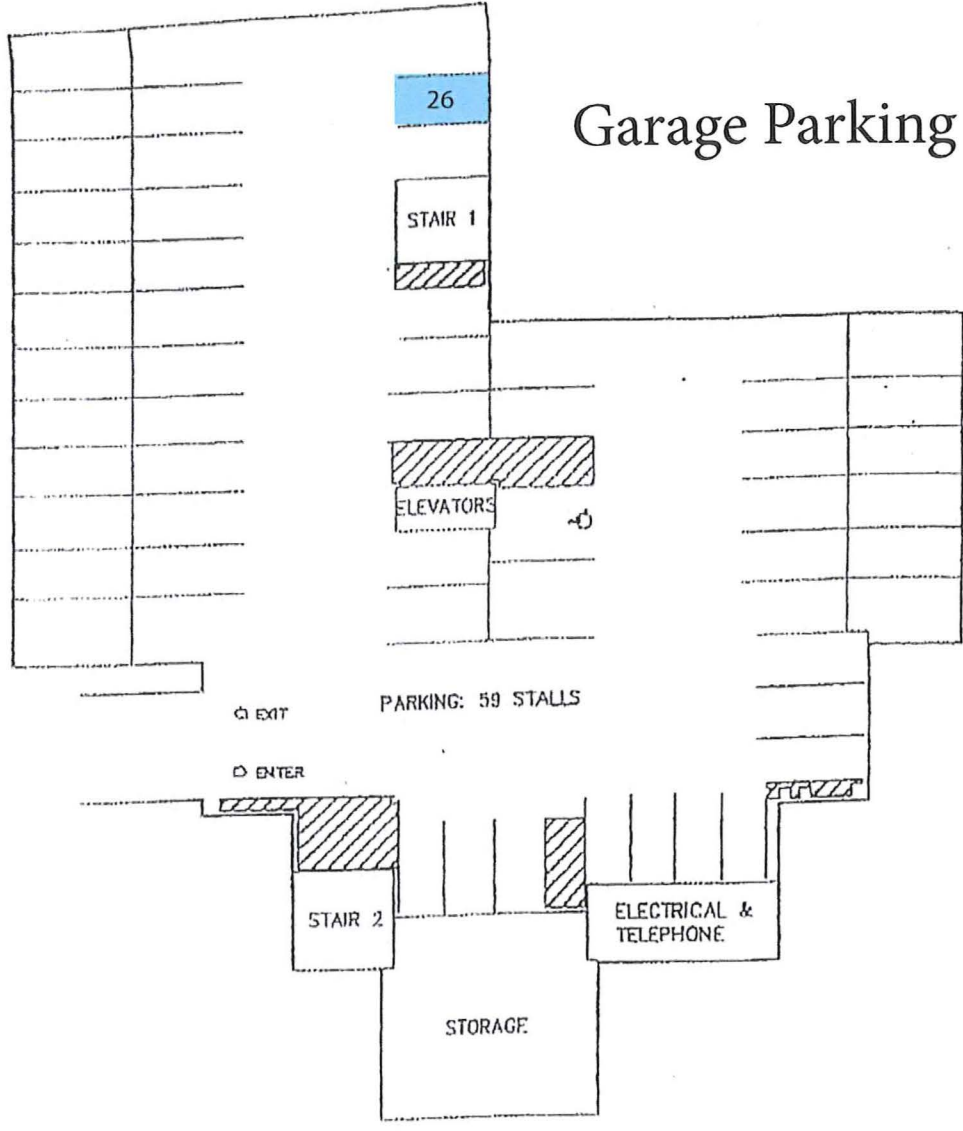
Exhibit B



= Reserved Parking

Exhibit B-1

Garage Parking



 = Reserved Parking

EXHIBIT C

LEASEHOLD IMPROVEMENT AGREEMENT

This Leasehold Improvement Agreement ("LIA") is dated for reference purposes only as _____, 2018 ("Effective Date"), and is made by and between **851 Irwin Street, LLC**, a California Limited Liability Company ("Landlord"), and the **COUNTY OF SONOMA**, a political subdivision of the State of California ("Tenant"), as part of that certain Lease dated as of the same date as this LIA between them, affecting the real property commonly known as 111 Santa Rosa Avenue, Suite 240, located in the City of Santa Rosa, State of California. Capitalized terms used, but not otherwise defined, in this LIA shall have meanings ascribed to those terms in the Lease. The following provisions are added to the Lease and, in the event of conflict between this LIA and the Lease, this LIA shall prevail.

ARTICLE I

DEFINITIONS

1.1 Definitions. Wherever used in this LIA, the following terms are defined as follows:

Architect means Richard M. Hall or designee.

Contractors means the General Contractor (if Landlord elects to engage one) and all other general contractors, design-build contractors, subcontractors, and material suppliers who provide labor and materials for construction of the Leasehold Improvements. Each Contractor shall be duly licensed by the State of California and in good professional standing.

Construction Costs means all costs incurred to complete the Leasehold Improvements, including, without limitation, the following:

- a. Payments to Contractors for labor, material, equipment, and fixture supplied pursuant to any construction contract entered into in accordance with this LIA;
- b. Fees paid to Designers for services required by this LIA;
- c. Taxes, fees, charges, and levies by governmental and quasi-governmental agencies for Permits or for inspections of the work;
- d. Utilities incurred in the course of the construction;
- e. Costs incurred for the management and administration of the construction, including without limitation, wages, labor burden, and expediting, procurement, and administrative expenses; and

f. Any and all other costs incurred to complete the Leasehold Improvements.

Construction Documents means this LIA and the Final Plans.

Design and Construction Schedule means the schedule for preparation, approval, disapproval, modification, and completion of the Final Plans and for obtaining Permits required for the Leasehold Improvements and for the commencement, prosecution, and Substantial Completion of all Leasehold Improvements, which schedule is attached to this LIA as **Attachment A**, and incorporated into the LIA by this reference.

Design Process means the process for creation of the Final Plans as set forth in **Attachment B**.

Designers means the Architect and all other architects, structural engineers, mechanical engineers, and the other design professionals that are needed to design the Leasehold Improvements, each of whom shall be duly licensed by the State of California and in good professional standing.

Engineered Plans means the heating, ventilating and air conditioning system engineering plans, specifications and calculations prepared by an independent, licensed mechanical engineer reasonably acceptable to both parties and engaged by Landlord or the Architect (and not any mechanical or other subcontractor). Such engineer is hereinafter referred to as the "HVAC Engineer". It is the specific intention of the parties that the heating, ventilating and air conditioning system will not be designed under a so-called 'design-build' arrangement.

Final Plans are those working drawings, plans, specifications, elevations, finishes and other documents, including, without limitation, the HVAC Plans, the Engineered Plans, prepared by the Designers and approved by the parties in accordance with this LIA.

General Contractor means the general contractor selected by Landlord, if Landlord elects to engage one.

Landlord Delay means any actual delay in the Substantial Completion of the Leasehold Improvements as a consequence of:

a. Landlord's failure to fulfill its obligation as set forth in the Design and Construction Schedule, or this LIA which is not cured within twenty-four (24) hours following written notice to addressee, as set forth in Section 19.3 of the Lease, to Landlord of the default;

b. A willful or negligent act or omission of Landlord or Landlord's Representative, Landlord's agents, or employees that interferes with the progress of the work and which is not remedied within twenty-four (24) hours after delivery of written notice from Tenant's Representative to Landlord's Representative of the interference.

Landlord's Representative means Richard M. Hall, or such other person as Landlord shall designate in writing to Tenant as its authorized representative for the

purposes of administering this LIA. Landlord's Representative shall have no right to modify any term or conditions of this LIA or the Lease.

Laws and Orders shall have the meaning set forth in Section 12.1 of the Lease.

Leasehold Improvements means the improvements, modifications, and alterations to be constructed in or about the Premises in accordance with this LIA.

Permits means the permits, approvals, and consents of governmental authorities and third parties having jurisdiction over the Leasehold Improvements that are required for commencement and completion of the Leasehold Improvements, including without limitation, building permits, sign permits (other than eyebrow sign permits) and other permits.

Punchlist is defined in Section 5.2 of this LIA.

Substantial Completion or Substantially Completed or Substantially Complete is defined in Section 5.1 below.

Scheduled Completion Date means the scheduled date for Substantial Completion of the Leasehold Improvements as specified in Section 2.3 of the Lease.

Tenant Delay means any actual delay in the Substantial Completion of the Leasehold Improvements as a consequence of:

a. Tenant's failure to fulfill its obligation as set forth in the Design and Construction Schedule, or this LIA which is not cured within twenty-four (24) hours following written notice to addressee, as set forth in Section 19.3 of the Lease, to Tenant of the default;

b. Change Orders requested by Tenant, provided the delay will not exceed the amount of delay specified in the Change Order;

c. A willful or negligent act or omission of Tenant or Tenant's Representative, Tenant's agents, or employees that interferes with the progress of the work and which is not remedied within twenty-four (24) hours after delivery of written notice from Landlord's Representative to Tenant's Representative of the interference.

Tenant's Design Requirements means the documents included in Attachment C to this LIA.

Tenant's Representative means County's representative or such other person as Tenant shall designate in writing to Landlord as its authorized representative for the purposes of administering this LIA.

Tenant's Work means furniture, fixtures and equipment not shown or described in Tenant's Design Requirements or the Final Plans, telephone cable from the Building's point-of-demarkation to and within the Premises, computer and network cable within the Premises, interior signs not shown or described in Tenant's Design Requirements, Tenant's security system if one is to be installed, and Tenant's personal and business property.

ARTICLE II

DESIGNATION OF REPRESENTATIVES

2.1 Designation of Representatives. Landlord and Tenant respectively appoint Landlord's Representative and Tenant's Representative as their sole representatives for the purposes of administering this LIA. Until replaced upon written notice, Landlord's Representative and Tenant's Representative will have the full authority and responsibility to act on behalf of Landlord and Tenant, respectively, as required in this LIA, but shall have no right to modify this LIA or the Lease or to waive any materials right of his or her principal under this LIA.

ARTICLE III

CONTRACT DOCUMENTS AND PERMITS

3.1 Retention of Architect, Design Process and Delivery of Tenant's Design Requirements. Landlord shall retain the Architect to prepare the plans and specifications for the Leasehold Improvements in accordance with the Design Process and Tenant's Design Requirements.

3.2 Preparation and Approval of Final Plans. Landlord shall cause the Architect to prepare proposed Final Plans (which Final Plans shall include, but not by way of limitation, the Lighting Plans, HVAC Plans and the Engineered Plans), which shall conform to Tenant's Design Requirements, on or before the last date specified in the Design Schedule for completion of such items. Tenant shall review the Final Plans and deliver to Landlord Tenant's written approval or disapproval of the Final Plans within the time limits stated in the Design Schedule. If Tenant disapproves in any respect the Final Plans, the parties shall confer and negotiate in good faith to reach written agreement on such item(s), using all reasonable efforts to achieve final agreement on such item(s) by the last date for agreement specified in the Design Schedule. Tenant agrees to work closely with the Architect to value engineer the proposed Final Plans, provided, however, that, such value engineering shall not compromise Tenant's Design Requirements.

3.3 Standards for Consent. Tenant shall not unreasonably withhold its approval of the Final Plans, unless the Final Plans do not substantially conform to the Tenant's Design Requirements or the Leasehold Improvements are unsuitable for the conduct of Tenant's business. Any disapproval by Tenant shall be accompanied by a written statement of the disapproved item, the reasons for disapproval, and the specific changes required to make the Final Plans acceptable. If Tenant's written notice of disapproval is not delivered in accordance with the time limits and standards set forth in this section, approval shall be deemed given.

3.4 Application for Approvals. When Tenant approves the Final Plans, Landlord shall submit them to all appropriate governmental agencies and third parties for issuance of the Permits required for the construction of the Leasehold Improvements

and occupancy by Tenant of the Premises for its intended use. Landlord shall use all reasonable efforts to obtain the Permits within the time permitted by the Design Schedule.

3.5 Changes to Construction Documents. After being approved by Tenant in accordance with the foregoing, the Final Plans established in accordance with Article III, may be modified only by a written "Change Order" executed by Landlord and Tenant, which clearly describes: (a) the change; (b) the party required to perform the change; (c) any modification of the Final Plans necessitated by the Change Order; (d) the cost or credit to Tenant, if any, of the Change Order; and (e) the delay, if any, in completion of Landlord's Work and Substantial Completion. Neither Landlord nor Tenant shall unreasonably withhold or delay its approval of any Change Order (whether requested by a party or required by Law and Orders).

ARTICLE IV

PERFORMANCE OF THE WORK

4.1 Selection of Contractors. When Tenant has approved the Final Plans and Landlord has obtained the Permits required for construction of the Leasehold Improvements, Landlord, or the General Contractor (if Landlord elects to engage one), shall prepare, and circulate an appropriate (as determined by Landlord) bid package for bidding by the various subcontractors (the "Contractors"). When the bids are received and approved by Landlord and Tenant, Landlord shall enter into a construction contract with the General Contractor based on the lowest qualified subcontract bids selected by Landlord, and reasonably approved by Tenant. No Contractor shall have any direct right or remedy against Tenant for payment of any sum or performance of any obligation with respect to the Leasehold Improvements.

4.2 Commencement and Completion of Leasehold Improvements. When all Permits for construction of the Leasehold Improvements have been obtained and Landlord and the General Contractor (if Landlord elects to engage one) have entered into a construction contract in accordance with Section 4.1 above, Landlord shall cause the General Contractor or Contractors (as the case may be) to commence and to thereafter diligently prosecute the construction of the Leasehold Improvements in accordance with the Permits and the Final Plans, so that the Leasehold Improvements will be Substantially Completed on or before the Scheduled Completion Date. Landlord shall comply with the applicable provisions of California Labor Code Sections 1720.2 and 1770 et seq., regarding general prevailing wages.

4.3 Tenant's Entry. Landlord shall notify Tenant when the Leasehold Improvements are Substantially Completed and shall permit Tenant's contractors to enter into the Premises for the purpose of conducting Tenant's Work. Tenant and Landlord shall cooperate in good faith to schedule, coordinate, and perform their respective construction activities in an orderly manner and Tenant shall comply, and shall cause its contractors to comply, with all reasonable rules and regulations promulgated in writing by Landlord and provided to Tenant for the performance of Tenant's Work in the Premises.

4.4 Standards for Performance of the Work. Landlord shall cause the Leasehold Improvements to be constructed by well-trained, adequately supervised workers, in a good and workmanlike manner, free from design, material and workmanship defects in accordance with all Construction Documents and all Laws and Orders. Notwithstanding anything stated to the contrary in the Lease or this LIA, Tenant's acceptance of possession of the Leasehold Improvements shall not waive Landlord's duties under this Section 4.4, and Landlord shall promptly remedy any defective work at its sole cost and expense. Landlord shall enforce any and all warranties provided by the General Contractor and any Contractors regarding construction of the Premises.

ARTICLE V

COMPLETION OF THE WORK

5.1 Substantial Completion. Landlord's Work shall be deemed "Substantially Complete" when: (a) construction of the Leasehold Improvements has been substantially completed in accordance with the Final Plans, the Permits, and Laws and Orders; (b) the Architect has certified that the Leasehold Improvements have been constructed in accordance with the Final Plans; (c) Landlord's Representative and Tenant's Representative agree that all work has been substantially performed, such agreement not to be unreasonably withheld; (d) there is no incomplete or defective work that unreasonably interferes with Tenant's use of the Premises; (e) the Leasehold Improvements are ready for occupancy by Tenant (including a temporary or final Certificate of Occupancy) except for the completion of Tenant's Work; and (f) all utilities are hooked up and available for use by Tenant in the Premises. The Substantial Completion Date shall not occur until the Leasehold Improvements are Substantially Completed and Tenant has had at least thirty (30) calendar days to complete Tenant's Work. As used in this LIA, the terms Substantial Completion, Substantially Completed, Substantially Complete have the same meaning.

5.2 Inspection and Punchlist. Tenant's Representative and Designers shall have the right to enter the Premises at all reasonable times for the purpose of inspecting the progress of construction of the Leasehold Improvements. Landlord shall notify Tenant's Representative when the Leasehold Improvements are Substantially Completed. On receipt of such notice, Tenant's Representative, Landlord's Representative, and the Architect shall inspect the Leasehold Improvements and prepare a written list of any items that are defective, incomplete, or do not conform to the Final Plans or the Permits and Laws and Orders (the "Punchlist"). Tenant may augment the Punchlist at any time on or before forty-five (45) days following the Substantial Completion Date. Tenant's failure to specify any item on the Punchlist, however, shall not waive Landlord's obligation to construct the Leasehold Improvements in accordance with this LIA. Landlord shall cause all Punchlist items to be remedied within sixty (60) days after the Substantial Completion Date.

5.3 Delay in Substantial Completion. If the Substantial Completion of the Leasehold Improvements is delayed due to a Landlord Delay, the provisions of Sections 2.3 and 2.4 of the Lease shall govern. If the Substantial Completion of the Leasehold Improvements is delayed due to a Tenant Delay, Rent due under the Lease shall be accelerated by one (1) day for each day of Tenant Delay.

ARTICLE VI

PAYMENT OF CONSTRUCTION COSTS

6.1 Duty to Pay Construction Costs. The Leasehold Improvements shall be completed at the sole expense of Landlord, without reimbursement by Tenant, except as Tenant and Landlord may otherwise agree in writing after the date of this LIA. Tenant shall bear all costs of performing Tenant's Work.

6.2 Notice of Non-responsibility. Landlord shall provide Tenant with at least ten (10) days' prior written notice of the date of commencement of construction of the Leasehold Improvements, in order to permit Tenant to post, file, and record such Notices of Non-Responsibility and other instruments as may be necessary to protect Tenant and its property from claims by Contractors for Construction Costs that are to be paid by Landlord pursuant to this LIA.

ARTICLE VII

RISK OF LOSS


If the Premises or any portion of the Leasehold Improvements are damaged or destroyed prior to the Substantial Completion Date, the parties shall have the following rights to terminate the Lease:

a. Tenant may terminate the Lease, if (in the reasonable opinion of the Architect) the building cannot be restored and the Leasehold Improvements Substantially Completed prior to one hundred twenty (120) days after the Scheduled Completion Date.

b. If the Premises or the Leasehold Improvements are damaged or destroyed prior to the Substantial Completion Date and the Lease is not terminated pursuant to this section, Landlord shall promptly and diligently cause the General Contractor to restore the Premises and complete the construction of the Leasehold Improvements.

IN WITNESS WHEREOF, Landlord and Tenant have executed this LIA, intending to be bound by it as of the Effective Date.

LANDLORD: **851 IRWIN STREET, LLC**
a California Limited Liability Company

By: 

TENANT: **COUNTY OF SONOMA**, a political subdivision of the State of California

By: _____
Caroline Judy, Director
General Services Department

APPROVED AS TO FORM FOR TENANT:

Elizabeth Coleman With
Deputy County Counsel

APPROVED AS TO CONTENT FOR TENANT:

Mark Bramfitt, Executive Officer
Sonoma LAFCO

Marc McDonald, Real Estate Manager
General Services Department

Attachment A

Design and Construction Schedule

MILESTONE	DATE or DAYS TO COMPLETE
1. Landlord submits Design Development Documents for approval by Tenant	January 16, 2018
2. Tenant approves Design Development Documents	January 22, 2018
3. Architect completes Final Plans based on approved Design Development Documents	January 29, 2018
4. Tenant will approve, conditionally approve or disapprove the Final Plans	February 5, 2018
5. Tenant's Board of Supervisors Meets to Declare Intention to Enter into Lease	February 13, 2018
6. Tenant's Board of Supervisors Meets to Conduct Public Hearing and Execute Lease	March 13, 2018
7. Last day for Landlord to obtain all Permits	March 14, 2017
8. Tenant orders furniture, fixtures and equipment	March 22, 2018
9. Scheduled Completion Date of Leasehold Improvements and start of Tenant fixturation period	March 30, 2018
10. Completion of punch list and final walkthrough	April 16, 2018
11. Tenant fixturation period completed	April 30, 2018
12. Last day that LL can give Tenant notice that the work is Substantially Completed, or Tenant may terminate	April 30, 2018

Attachment B

Design Process

Landlord's Architect is the architect of record for the Leasehold Improvements. The parties agree to use all reasonable efforts to complete the design documents for the Premises. Tenant has provided Landlord with a preliminary architectural program and outline specifications for the Leasehold Improvements (the "Program"). Based on said Program, Landlord has completed the schematic design, as more particularly described below.

Schematic Design. The schematic design phase has been completed by Landlord's Representative, and is reflected by Tenant's Design Requirements attached hereto as **Attachment C.**

Design Development. Based on Tenant's Design Requirements attached hereto as **Attachment C,** the Landlord's Architect shall prepare, for approval by the Tenant, design development documents ("Design Development Documents") to fix and ascribe the size and character of the Leasehold Improvements as to architectural, lighting (Including daylighting), structural, mechanical, electrical, and other elements. In addition, the Design Development Documents shall include the following details: (a) specific electrical, mechanical and fire sprinkler distribution plans, including, without limitation, the Engineered Plans (as defined above); (b) a reflected ceiling plan; (c) millwork and cabinet elevation drawings and door details; (d) three (3) color finish boards (including specifications, swatches and samples); (e) other details as reasonably required including, without limitation, building security and safety system/building evacuation plans or other plans in the event of an emergency. If requested by Tenant prior to the end of the Schematic Design phase, the Design Development Documents shall include a separate telecommunications and computer systems cabling plan, to be prepared by the Designers, at Tenant's sole cost and expense (via Change Order). Architect shall advise Tenant and Landlord of any adjustments to the schedule.

Final Plans. Based on the schematic design attached hereto as **Attachment C,** Landlord's Architect shall prepare, for approval by the Tenant, the Final Plans and Specifications for approval by Tenant and Landlord.

Attachment C

Tenant's Design Requirements/Outline Specifications

I GENERAL REQUIREMENTS

II CONSTRUCTION AND CODE CRITERIA

III DESIGN REQUIREMENTS

Division 2	Sitework	
	A	Parking
Division 6	Wood and Plastics	
	A	Cabinets
Division 7	Thermal and Moisture Protection	
	A	Exterior Walls
	B	Roofs
Division 8	Windows and Doors	
	A	Windows
	B	Doors
	C	Hardware
Division 9	Finishes	
	A	Carpet
	B	Painting
Division 10	Specialties	
	A	Toilet Room Accessories
	B	Signs
	C	Modular Systems Furniture (MSF)
Division 15	Mechanical	
	A	HVAC
Division 16	Electrical	
Division 17	Security System	

I - GENERAL REQUIREMENTS

A The Premises shall consist of the Useable and Rentable Square Footage described in Section 1.1 of the Lease and appurtenant facilities complete and ready for occupancy and in accordance with attached sketch plans and these outline specifications.

B The Tenant's intent is to achieve adequate standards of quality and yet to avoid unnecessary alterations so that in all cases where Tenant agrees an existing feature meets requirements specified herein, the Landlord's obligation is only to maintain that feature, as it exists.

C These specifications and design criteria describe minimum standards of quality and construction for Premises. Construction methods or materials other than those mentioned herein may be acceptable if in the opinion of the Tenant they provide equal appearance and utility. Prior approval in writing (which may be in the form of electronic mail) must be secured before substitution. Any deviations from the Exhibits of the Lease shall require approval from the Tenant.

D Any reference in these documents to "plans", "sketch plans", or "as shown on plans" should be construed to mean as shown or described in **Attachment C-1** (below).

E In case of conflict between the sketch plans and these "Outline Specifications" the sketch plans shall supersede these specifications. When such conflict is discovered, contact the Tenant for clarification and/or interpretation.

F Submit copies of design documents (drawings, calculations, electrical needs, lighting system, and proposed heating, ventilating, and cooling system) to Tenant for review and conceptual approval. Documents shall be retained by Tenant and shall be provided at no cost to Tenant. Submittals shall be made at two stages:

Submittal Stage 1: Submit documents at end of Final Plans. Tenant's conceptual approval will be required prior to moving on to the Permits phase.

Submittal 2: Prior to commencing construction, provide Tenant with copy of permit set of documents as approved by local building authority.

G Should the Tenant make comments with regard to working drawings and specifications, they shall be construed as advisory only and shall not relieve Landlord from sole responsibility for conformity of the Premises to all lease exhibits or attachments, or compliance with all applicable codes and regulations.

II - CONSTRUCTION AND CODE CRITERIA

A Premises, when completed, shall conform to applicable codes, ordinances, and zoning laws and shall be constructed in accordance with sound engineering practices. Landlord shall obtain a building permit for required construction and tenant improvements from the local authority and, upon completion of construction, a Certificate of Occupancy. Landlord shall furnish the Tenant with copies thereof.

B Prior to beginning construction, submit proposed construction schedule for Tenant's review and approval.

C Landlord shall furnish certification from the local Fire Marshal (which shall be in the form of permit card sign-off) that Premises comply with local fire regulations, as appropriate. If Tenant detects either before or after occupancy fire, safety or health hazards, Landlord shall correct them at the Landlord's sole cost and expense. Premises shall include installation and

annual servicing of fire hoses and extinguishers in cabinets located as required by codes as applied by officials responsible.

D Landlord hereby guarantees that Premises, when completed and ready for occupancy, are tenantable and that mechanical, electrical, plumbing, and all other facilities and features (including architectural finishes, paint, hardware, doors, floor covering, etc.) are of quality capable of giving satisfactory service in accordance with these specifications and for the full term of the Lease. All labor shall be skilled for each kind of work and all workmanship must be thorough and first-class in all respects.

E Where the Tenant occupies any portion, or all of a multi-story building, the Landlord shall provide an emergency evacuation plan for the tenants. The plan shall be coordinated with the tenant agency Emergency Coordinator. In addition to any code required exit signage, Landlord shall provide sufficient "key" floor plans to clearly delineate emergency exit routes, corridor located fire extinguishers and fire alarm pull stations. Key plans shall be located in central traffic areas, wall mounted and framed under glass, minimum size 8" x 10".

F The requirements of CCR Title 24, State Building Code relative to Access Law Compliance, and Americans with Disabilities Act (ADA), and Uniform Federal Access Standards (UFAS), must be included in the planning of these Premises. All new construction work shall be planned to comply with the above-mentioned standards. Modifications of existing conditions to reach compliance are also required unless the alterations and cost meet the qualifications for unreasonable hardship.

G Hazard Communication Program (for work in and adjacent to areas already occupied by Tenant): Always use the least hazardous material available that will achieve required results. Prior to beginning any construction in or adjacent to spaces already occupied by Tenant, Landlord shall provide the following information:

1. MSDS (Material Safety Data Sheets) or other appropriate literature on any hazardous materials (paint thinners, solvents, mastics, etc.) that will be used during construction.
2. Identify any procedures likely to produce vapors, odors, fumes, dust, etc. Such procedures shall only be undertaken during times when adjacent areas are not occupied (i.e. evenings, weekends). Provide adequate ventilation to ensure that all vapors, etc. are expelled from building prior to next business day.
3. Any safety precautions Tenant should take regarding proposed construction.

III - DESIGN REQUIREMENTS

2 – Sitework

A Parking: If parking is shown or indicated on plans or in lease documents, it shall have pre-cast concrete bumpers or curbs to protect property and pedestrians and shall be paved, including paved access from street and be properly graded for effective disposal of surface water away from building, and off site. Each stall shall have unobstructed individual access. Mark parking stalls with painted 4" wide stripes of white traffic paint or indicate by marker buttons. Provide appropriate designation of space for Tenant and ADA requirements.

B Provide accessible route between handicap-designated parking space/s and main building entry serving each tenant space.

6 - Wood and Plastics

A Cabinets:

1. Work surfaces and counters shall be adjustable in height wherever possible for accessibility and flexibility.

7 - Thermal and Moisture Protection

A Exterior walls, including door and window assemblies, shall be constructed or processed so that they are weatherproof. Seal all visible cracks that allow outside air to penetrate the building's envelope.

B Roof shall be weather tight and provided with suitable drainage system that will effectively dispose of roof water without interfering with use of Premises.

8 – Windows and Doors

A Doors:

1. New entrance door to Premises. Door shall be located at the center of the Premises per the attached **Exhibit A** and shall be full ceiling height and glass. Existing entry door to Premises can remain as a secondary entrance to Premises at Landlord's option. New entrance door shall conform to current Building standard.

2. Replace existing door to entrance of the corridor leading to the Premises from the second floor lobby with solid fire doors which shall remain open during normal business hours and shall be connected to the building alarm system.

3. Fire-rated door and frame assemblies shall be installed where noted or as required by code. Doors and frames shall bear Underwriters Laboratory (UL) label for required fire resistive rating. Modification of labeled assemblies will be subject to inspection and approval by the Office of the Fire Marshal who may require re-testing and/or re-certification.

4. Doors separating conditioned and unconditioned space shall be weather stripped or have a door gasket to effectively and reliably limit air infiltration. Adhesive foam-type or felt weather-stripping is not acceptable.

B Hardware:

1. Furnish and install hardware required for complete installation, including but not limited to, hardware for locks, latches, door butts with non-removable pins on out swinging exterior doors, door stops, and, where indicated on plan, metal thresholds, metal kick plates, metal push plates, single or double acting self-closing gravity operated gate hinges.

2. Provide lever type hardware to comply with Title 24 Access and ADA requirements. Locksets and latch sets shall be "Schlage," or approved equal. Interior office doors may have Schlage

"AL" series latch sets or equal. Doors providing access to Premises, isolated storage rooms and other doors shall have a lock, shall have Schlage "D" Series or equal. **Confirm interior and exterior key system and requirements with Tenant prior to installation. (Provide 6-pin cylinder capable of being keyed to Tenant's master key system.)**

3. Provide adjustable door closers on entrance doors, doors to toilet room and their vestibules, doors between leased spaces and public areas, and on other doors where noted on the plan. Spring-loaded hinges will not be allowed in lieu of door closers.

9 - Finishes

A Carpet:

All areas shall receive new carpeting. Carpeting may be either broadloom or carpet tiles. Approved products: Lees Commercial Grade - Lineage, Interface Carpet Mills - Quantum Plus Series, Moiré Plus Series with Protekt 2 or equal. Broadloom carpet shall be of level loop or multi-level loop broad loom, nylon face yarn, Antron or BASF with inherent static control, minimum 28 oz./sq. yd. face yarn weight. No pads will be used. Pattern and color as per drawings, or approved equal. Landlord shall purchase at least ten percent (10%) additional carpet tile stock (if tiles are used) and retain same to allow prompt replacement of stained or damaged carpet tiles.

B Painting: Unless otherwise note, all walls to be painted.

1. Colors shall be as selected or approved by Tenant. Provide 12" x 12" brush-out samples off all proposed colors prior to painting.
2. Interior walls and ceilings and painted sash, doors, and trim shall be in clean, newly painted condition.
3. Walls and plaster or gypsum board ceilings shall be finished in latex semi-gloss stipple enamel.
4. Painted doors and trim shall be finished in latex semi-gloss enamel.
5. Where existing acoustic tile is painted, it shall be finished with non-bridging paint "Off-White".
6. Stained or natural finished wood shall be finished with sealer and lacquer.
7. New partitions without factory finish shall be painted with one coat of primer/sealer and two finish coats of best quality latex semi-gloss stipple enamel.
8. Painted doors and trim shall be latex semi-gloss enamel.
9. Stained or natural finish wood shall be finished with sealer and two coats lacquer.
10. Where non-matching contiguous painted surfaces result from preparation of the Tenant's Premises, matching paint shall be applied extending to natural break points of the surfaces in question.

11. Landlord's architect to provide three (3) color boards of distinctly different finishes for approval by tenant. An individual qualified to select finishes shall prepare the boards. The selected board is to be retained by the tenant for verification purposes.

10 – Specialties

A Toile Room Accessories: Each toilet room shall include paper towel holder(s), waste receptacle(s), soap dispensers, and mirror with shelf below for each lavatory. Provide a Diaper Changing Station in each restroom. Station shall be Bobrick or equal. Each woman's toilet room shall include a coin-operated sanitary napkin dispenser. Each toilet stall shall include a toilet paper holder (single roll with continuous paper flow), toilet seat cover dispensers, inside locking device and a coat hook. In addition, each women's and unisex toilet stall shall include a folding purse shelf and a sanitary napkin receptacle. All dispensers to have stainless steel finish. Accessories must comply with California Accessibility Code 3105.A (6).

B Signs: It is the intent of this paragraph to provide the Tenant with proper identification for the public's information. Signage shall be placed to suit the building configuration and the entrance to the Tenant's Premises.

1. Interior: All signs to comply with California Accessibility Code. On or near entrance door, install the words "COUNTY OF SONOMA" and name of County agency and address numbers as directed. Signage shall be per building standard subject to approval by the Tenant. Painted or pressure sensitive vinyl letters are not acceptable, unless approved in writing by tenant. Provide similar agency identification signage in the building directory, if any. Each toilet room shall have required identification signs.

2. Exterior: Letters shall be of cast aluminum alloy, bronze, black anodized finish, dimensional plastic, or as approved by the Tenant. Submit catalog or sample for approval by the Tenant. The words "COUNTY OF SONOMA" shall be 6" high and the name of the department shall be 10" high. Sign shall include street address numbers 4" high.

C Modular Systems Furniture Projects (MSF) -- The Tenant may elect to provide and install MSF in lieu of traditional office furniture. MSF may be comprised of any combination of freestanding partition panels, panel supported worktops, files, components, and integrated circuitry and access raceways for provision of electrical power and voice and data cabling. The system is typically provided with a hardwired connection for phone, data, and electric service.

If the Tenant elects to use MSF as described above, it will complete all procurement procedures for purchase of MSF and will coordinate the installation of the MSF (excluding hardwiring of Landlord supplied utilities and connections). Landlord shall provide access to building and facilities to Tenant and its MSF installer as required during MSF installation period. Tenant will provide Landlord with MSF layout drawings showing panel and workstation configurations, panel sizes, point of connection (POC) for Landlord-supplied utilities (electric), and utility requirements.

Landlord shall ensure that building electrical/mechanical systems and capacities are compatible with MSF design requirements. Landlord shall ensure MSF lay out drawings are used to coordinate location of wall-mounted equipment such as access panels, thermostats, fire extinguishers, etc., and will relocate existing equipment as required to accommodate MSF layout.

Landlord shall be responsible for coordination and delivery of electrical, service and phone/data outlet boxes and conduits to MSF "Point of Connection" (POC) - generally a junction box at wall or above ceiling) as indicated on MSF installation and wiring cable plans to be provided by Tenant. Tenant will provide Landlord with required MSF utility "whip" and Landlord shall also be responsible for hardwiring "whip" at POC. This work shall be coordinated to occur concurrently with MSF installation. Landlord shall obtain any required permits from the local jurisdiction.

Coordination of delivery and installation of MSF is critical to timely occupancy by the tenant agency, as business cannot be conducted until power, voice, and data components are fully operational. Tenant shall provide installation schedule to Landlord, and once agreed upon, both parties may not change this schedule without agreement. If Landlord fails to meet the installation date, Landlord shall be responsible for storage (in Landlord controlled space at Landlord's option) and associated delivery costs of MSF if delivery schedules cannot be adjusted to conform to new schedules.

Installation of modular systems furniture may not take place until construction of tenant improvements is substantially complete. Conditions required for said completion are:

- a. Building official approval of electrical and cabling systems to the point of connection.
- b. Installation of floor covering.
- c. Substantial completion of project punch list.

15 - Mechanical

A Heating, Ventilating, and Air Conditioning (HVAC): A comfort conditioning system shall consist of a fully automatic heating, cooling, and ventilating system providing air continuously during occupied hours to areas designed for occupancy, including storage-work rooms, lounge, etc. Provide adequate ventilation and cooling to maintain proper operating temperature for equipment in telephone/communications room and other support spaces.

Systems shall be zoned for each exposure and for interior zones, each zone of size and shape to ensure even distribution and temperature control throughout occupied space. Each zone shall be able to be independently controlled without affecting airflows or air temperature supplied to other zones. Each zone shall require a separate air-handling unit unless Tenant specifically agrees to an alternative design.

The heating and cooling system shall maintain the following temperatures in all occupied areas: Winter 70°F; Summer 75°F.

Pursuant to Section 6.1 of the Lease, Landlord shall provide Tenant with After-Hour Utilities as requested, including HVAC. In the event that these utilities are not available to Tenant after Normal Business Hours, Landlord shall provide Tenant with contact information (e.g., phone number, email, etc.) so that Tenant may notify Landlord of any issues or concerns during After-Hours HVAC.

Filtration shall be provided for all ventilated (outside air) and re-circulated air. Low static pressure filters shall be used, with 0.15" maximum pressure drop when clean, except in areas requiring a cleaner atmosphere.

All equipment shall be inspected for proper operation at least every quarter. An inspection and maintenance log for time clocks and all major equipment, including the economizer, shall be maintained in the property management office and be available upon request for Tenant inspection.

16 – Electrical

Replace/Enhance lighting in corridor leading to Premises from second floor lobby.

17 - Security System

Provide outlet boxes and conduit to support tenant-supplied security system, if required in the plans. Locate outlet boxes in wall adjacent to each location and extend 1/2" conduit with pull cord from outlet to space in ceiling above.

END OF SPECIFICATIONS

ATTACHMENT C-1

Tenant-approved sketch plan:

(To be attached)

Furniture, Fixtures, Trade Fixtures and Equipment (including, without limitation, data, telephone and similar equipment, including cabling) Are Tenant's Work and Are Not Part of Leasehold Improvements or Landlord's Work

ATTACHMENT D

Itemized Statement
(to be attached)

Exhibit D

[Acknowledgement of Commencement Date]

LANDLORD and TENANT hereby acknowledge that the Commencement Date of that certain Lease dated _____, 2018, for premises located at 111 Santa Rosa Avenue, Suite __, Santa Rosa, California, occurred on _____, 2018.

ACKNOWLEDGED BY LANDLORD: **851 Irwin Street, LLC**, a California Company,

By: _____

ACKNOWLEDGED BY TENANT: **COUNTY OF SONOMA**, a political subdivision of the State of California

By: _____
Marc McDonald
Real Estate Manager

EXHIBIT E

Janitorial Services

Daily Service:

Empty trash and replace liners as needed
Dust and wipe clean desks and tables
Dust chairs
Dust file cabinets, partitions, window sills and baseboards
Dust ceiling vents as needed
Vacuum carpet, behind doors, edges, corners and under desks
Spot clean carpet
Spot clean door frames
Wipe down lunchroom tables, chairs and counters
Sweep and mop floors
Dust light fixtures
Sweep and mop stairs and wipe clean handrails twice a month
Remove cobwebs as needed
Clean elevators and polish chrome
Clean entry glass doors inside and out of all offices

Restrooms:

Clean restrooms and restock supplies
Clean chrome fixtures and paper towel dispensers
Sweep and mop floors
Spot clean walls and partitions
Once a week disinfect floor drains

2nd, 3rd, and 4th Floors:

Wipe down banisters twice a month
Remove cobwebs from skylights once a month

Parking Garage:

Pick trash up daily
Sweep and clean cobwebs twice a month

Lights:

Replace lights in the building

Exhibit F

Section I: Insurance Required to be Maintained by Landlord

At all times during the term of this Lease, Landlord shall purchase and maintain, at its own expense, but subject to Section 4.5.2 of the Lease, insurance as described below, unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*.

Tenant 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 Lease or failure to identify any insurance deficiency shall not relieve Landlord from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during this Lease.

1. Workers Compensation and Employers Liability Insurance

- a. Required if Landlord has employees.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against Tenant.
- e. Required Evidence of Insurance:
 - i. Subrogation waiver endorsement; and
 - ii. Certificate of Insurance

If Landlord currently has no employees, Landlord agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should any employees be engaged during the term of this Lease 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 Form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; the General Aggregate shall apply separately to each location. The required limits may be provided by a combination of General Liability Insurance and Commercial Umbrella Liability Insurance. If Landlord maintains higher limits than the specified minimum limits, Tenant requires and shall be entitled to coverage for the higher limits maintained by Landlord.
- 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 Tenant. Landlord is responsible for any deductible or self-insured retention and shall fund it upon Tenant's written request, regardless of whether Landlord has a claim against the insurance or is named as a party in any action involving the Tenant.
- d. **County of Sonoma, its Officers, Agents and Employees** shall be additional insureds for liability arising out of premises owned by or rented to Landlord, (Insurance Services Office endorsement CG 20 26 or equivalent).
- 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 shall cover inter-insured suits between Landlord and Tenant and include a "separation of insureds" or "severability" clause which treats each insured separately.
- g. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against Tenant.
- 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. Property Insurance for Building

- a. The insurance shall cover the Building (excluding land) and all improvements (except property required to be insured by Tenant pursuant to Section 11(4)(a) below) and structures on the land.
- b. Insured perils shall be "special form" or "all risks".
- c. The minimum amount of insurance shall be the full current replacement cost of the building and all improvements and structures on the land, including the cost of debris removal. This amount shall be re-determined annually by Landlord, subject to approval by Tenant.
- d. The insurance shall apply on a replacement cost basis, without deduction for depreciation.
- e. If the policy has a deductible, Landlord shall be responsible for the full amount of the deductible without contribution from Tenant.
- f. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against Tenant.
- g. Required Evidence of Insurance:
 - i. Certificate of Property Insurance or Evidence of Commercial Property Insurance.

4. Rental Value Insurance

- a. The insurance shall cover loss of rents resulting from an insured cause of loss under a "special form" or "all risks" policy.
- b. The period of insurance shall be for a minimum of 24 months.
- c. The limit shall be one hundred fifty percent (150%) of the annual rents payable by all tenants occupying the building.
- d. Required Evidence of Insurance: Certificate of Property Insurance or Evidence of Commercial Property Insurance

5. Reserved

6. Standards for Insurance Companies

Insurers shall have an A.M. Best's rating of at least A:VII.

7. Documentation

- a. The Certificate of Insurance must include the following reference: **County of Sonoma leased premises located at 111 Santa Rosa Avenue, Suite __, Santa Rosa, California.**
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Lease. Landlord agrees to maintain current Evidence of Insurance on file with Tenant for the required period of insurance.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: **County of Sonoma, its Officers, Agents and Employees, in care of the General Services Department, Attention: Real Estate Manager, 2300 County Center Drive, Suite A220, Santa Rosa, California 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. Landlord shall provide immediate written notice if: (1) any of the required insurance policies is terminated; or (2) the limits of any of the required policies are reduced.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

8. Policy Obligations

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

9. Material Breach

If Landlord fails to maintain insurance which is required pursuant to this Lease, it shall be deemed a material breach of this Lease. Tenant may give notice to Landlord to reinstate or acquire the affected insurance. Should Landlord fail to reinstate or acquire the affected insurance within ten (10) days of Tenant's notice to reinstate or acquire such insurance, Tenant may either terminate this Lease, reinstate or acquire the affected insurance, and Landlord shall reimburse Tenant for the necessary cost at Tenant's option.

Section II: Insurance Required to be Maintained by Tenant

At all times during the term of this Lease, Tenant shall purchase and maintain, at its own expense, insurance or self-insurance as described below.

1. General Liability Insurance

- a. Commercial general liability insurance (occurrence form) having a combined single limit of not less than \$2,000,000 per occurrence and \$2,000,000 aggregate per location, if Tenant has multiple locations, providing coverage for, among other things, blanket contractual liability, premises, product/completed operations and personal injury coverage (in a form, with a deductible amount, and with carriers reasonably acceptable to Landlord).
- b. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against Landlord.
- c. Required Evidence of Insurance: Certificate of Insurance or Letter of Self-Insurance.

2. Automobile Insurance

- a. Comprehensive automobile liability insurance having a combined single limit of not less than Two Million Dollars (\$2,000,000) per occurrence, and insuring Tenant against liability for claims arising out of ownership, maintenance or use of any owned, hired, borrowed or non-owned automobiles.
- b. Required Evidence of Insurance: Certificate of Insurance or Letter of Self-Insurance.

3. Workers Compensation Insurance

- a. Workers' compensation insurance having limits not less than those required by state statute and federal statute, if applicable, and covering all persons employed by Tenant in the conduct of its operations on the Premises (including the all states endorsement and, if applicable, the volunteers endorsement), together with employer's liability insurance coverage in the amount of at least Two Million Dollars (\$2,000,000).
- b. Required Evidence of Insurance: Certificate of Insurance or Letter of Self-Insurance.

4. Property Insurance

- a. "Special Form" property insurance (or its equivalent if "Special Form" property insurance is not available), including vandalism and malicious mischief, boiler and machinery comprehensive form, if applicable, and endorsement for earthquake sprinkler damage, each covering damage to or loss of (i) all office furniture, trade fixtures, office equipment, free-standing cabinet work, movable partitions, merchandise and all other items of Tenant's property in the Premises installed by, for, or at the expense of Tenant, including electronic data processing equipment, and (ii) any leasehold improvements in the Premises, whenever and by whomever installed or paid for, including any Leasehold Improvements installed pursuant to the Leasehold Improvement Agreement and any Alteration (defined in Section 7.1), whether pursuant to this Lease or pursuant to any prior lease or other agreement to which Tenant was a party (the "Tenant-Insured Improvements"). Electronic data Processing Equipment, media and extra expense shall be covered for perils insured against in the so-called "Electronic Data Processing Equipment Form". If the property of Tenant's invitees is to be kept in the Premises, warehouse's legal liability or bailee customers insurance for the full replacement cost of such property.
- b. The foregoing insurance shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by Landlord with respect to the Tenant-Insured Improvements.
- c. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against

Landlord.

d. Required Evidence of Insurance: Certificate of Insurance or Letter of Self-Insurance.

5. General

Tenant's commercial general liability insurance policy shall be endorsed to provide that (i) it may not be canceled or altered in such a manner as to adversely affect the coverage afforded thereby without thirty (30) days' prior written notice to Landlord, (ii) Landlord is designated as an additional insured, and (iii) such insurance is primary with respect to Landlord and that any other insurance maintained by Landlord is excess and noncontributing with such insurance. If, in the opinion of Landlord's lender or in the commercially reasonable opinion of Landlord's insurance adviser, the specified amounts of coverage are no longer adequate, such coverage shall, within thirty (30) days' written notice to Tenant, be appropriately adjusted. Prior to the commencement of the Term, Tenant shall deliver to Landlord a certificate thereof to Landlord for retention by it with endorsements. If Tenant fails to obtain such insurance or to furnish Landlord any such duplicate policy or certificate as herein required, Landlord may, at its election, without notice to Tenant and without any obligation to do so, procure and maintain such coverage and Tenant shall reimburse Landlord on demand as additional rent for any premium so paid by Landlord.

6. Documentation

- a. All required Evidence of Insurance shall be submitted prior to the execution of this Lease. Tenant agrees to maintain current Evidence of Insurance on file with Landlord at all times during the term of this Lease.
- b. 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 insurance or self-insurance.

Exhibit G

Recorded at the request of:

Marc McDonald, Real Estate Manager
Facilities Development & Management
County of Sonoma
2300 County Center Drive, Suite A220
Santa Rosa, California 95403

When recorded return to:

Marc McDonald, Real Estate Manager
Facilities Development & Management
County of Sonoma
2300 County Center Drive, Suite A220
Santa Rosa, California 95403

(space above this line for recorder's use)

NONDISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT made this _ day of _____, 20__ ("Effective Date") by and between _____ ("Mortgagee"), _____ ("Mortgagor"), and the County of Sonoma, a political subdivision of the State of California ("County").

WITNESSETH:

WHEREAS, Mortgagee is the beneficiary of a Deed of Trust ("Mortgage") on certain real property ("Property") described in said Mortgage located at _____, City of Santa Rosa, County of Sonoma, State of California.

WHEREAS, County has a leasehold interest in a portion of the Property held in fee by Mortgagor by Lease dated _____, 20__, as amended on _____, 20__ ("County Lease"), covering:

SEE EXHIBIT "A" ATTACHED FOR LEGAL DESCRIPTION.

"County Lease" as used herein includes any extension or renewal thereof.

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

1. Provided County is not in default under the terms of the County Lease, then:

(a) The right of possession of County to the leased premises and County's rights arising out of the County Lease shall not be affected or disturbed by Mortgagee in the exercise of any of its rights under the Mortgage or the note secured thereby;

(b) Any sale of any portion of the premises described in the County Lease pursuant to the exercise of any rights and remedies under the Mortgage or otherwise, shall be

made subject to the Lease and the rights of County thereunder; County will attorn to the Mortgagee or any purchaser at such sale and the County Lease shall continue in accordance with its terms between County and Mortgagee or such purchaser.

2. Mortgagee or such purchaser shall not be bound by any payment of rent or additional rent made by County to Lessor for more than one month in advance. In addition, Mortgagee, or such purchaser, shall not be; (i) liable for any act or omission of Lessor or any other prior lessor which occurred prior to the time the Mortgagee or such purchaser purchased or otherwise acquired the property or acquired its interest under the lease subject to any off-sets or defenses that County may have against any prior landlord under the Lease; or (ii) bound by any amendment or modification of the Lease which would; (a) reduce the initial term; (b) reduce the aggregate rent; or (c) provide for any termination rights within the initial term not already provided for in the Lease made without the written consent of Mortgagee or such other purchaser who has first notified County in writing of its interest, which consent shall not be unreasonably withheld.

3. The County Lease shall be subject and subordinate to the lien of the Mortgage and to all the terms, conditions, and provisions thereof, to all advances made or to be made thereunder, and to any renewals, extensions, modifications or replacements thereof, including any increases therein or supplements thereto.

4. The foregoing provisions shall be self-operative.

5. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns.

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

Mortgagee:

By: _____

Name: _____

Title: _____

Mortgagor:

By: _____

Name: _____

Title: _____

County:

By: _____

Marc McDonald, Real Estate Manager
Facilities Development & Management

Approved as to Form for Tenant:

Deputy County Counsel

Exhibit H

TENANT ESTOPPEL CERTIFICATE

Date: _____, 20____.

Attention: _____
and

Attention: _____

RE: Lease dated _____ ("Lease") between _____, a _____
("Tenant") and _____, a _____ ("Landlord");
Leased Premises: _____, comprised of _____ rentable
square feet ("Leased Premises")

Ladies and Gentlemen:

The undersigned, as Tenant under the above-referenced Lease, hereby represents, warrants and certifies to _____, a _____ ("Buyer") the truth and accuracy of the foregoing descriptions and the following statements:

1. Attached hereto as Schedule 1 is a complete, true and correct copy of the Lease and, except as identified to Buyer in writing and attached hereto together with the Lease, there are no modifications, amendments, supplements or understandings, oral or written, amending, supplementing or changing the terms of the Lease.

2. Tenant has accepted and is in possession of the Leased Premises, and the Lease is in full force and effect, having been duly executed and delivered by Tenant. The Premises consists of approximately _____ rentable square feet.

3. The term of the Lease commenced on _____ and, including any presently exercised option or renewal term, will terminate on _____.

4. Current base monthly rent under the Lease is \$_____, which has been paid through and including _____. Tenant is currently making estimated payments of additional rent in the amount of \$_____. There is no prepaid rent, except \$_____. Tenant has no right to any future rent abatement under the Lease.

5. To Tenant's actual knowledge, there is no default under the Lease on the part of Landlord or any existing conditions which upon giving notice or lapse of time or both would constitute a default under the Lease on the part of Landlord, and Landlord has satisfactorily complied with all requirements to the commencement of the term of the Lease.

6. Tenant has no claim against Landlord for any security, rental, cleaning or other deposits, except for a security deposit under the Lease in the amount of \$_____. [If none, state "none".]

7. There is no outstanding tenant improvement allowance or any other payments from the Landlord due under the Lease. [The amount of the tenant improvement allowance outstanding under the Lease is \$_____.]

8. Tenant has not entered into any sublease, assignment or other agreement transferring any of its interest in the Lease or the Leased Premises, except _____. [If none, state "none".]

9. Except as set forth in the Lease, Tenant has no options to extend the term of the Lease, no right of first offer or right of first refusal to lease or occupy any other space within the Leased Premises, no right to renew or extend the Lease and no right or option to purchase the Leased Premises and/or the property related thereto.

This Tenant Estoppel Certificate is made to Buyer in connection with the prospective purchase by Buyer of the property containing the Leased Premises. This Tenant Estoppel Certificate may be relied on by _____ and Buyer's successors and assigns in connection with such purchase.

Very truly yours,

"Tenant"

a _____

By: _____
Name: _____
Title: _____

EXHIBIT I
Rules & Regulations
(To be attached)



**RULES AND REGULATIONS FOR
STANDARD OFFICE LEASE**

Date: Jan. 9, 2018

By and Between

Lessor: 851 Irwin Street, LLC

Lessee: County of Sonoma

Property Address: 111 Santa Rosa Ave. Suite 240, Santa Rosa, CA
(street address, city, state, zip)

GENERAL RULES

1. Lessee shall not suffer or permit the obstruction of any Common Areas, including driveways, walkways and stairways.
2. Lessor reserves the right to refuse access to any persons Lessor in good faith judges to be a threat to the safety and reputation of the Project and its occupants.
3. Lessee shall not make or permit any noise or odors that annoy or interfere with other lessees or persons having business within the Project.
4. Lessee shall not keep animals or birds within the Project, and shall not bring bicycles, motorcycles or other vehicles into areas not designated as authorized for same.
5. Lessee shall not make, suffer or permit litter except in appropriate receptacles for that purpose.
6. Lessee shall not alter any lock or install new or additional locks or bolts.
7. Lessee shall be responsible for the inappropriate use of any toilet rooms, plumbing or other utilities. No foreign substances of any kind are to be inserted therein.
8. Lessee shall not deface the walls, partitions or other surfaces of the Premises or Project.
9. Lessee shall not suffer or permit anything in or around the Premises or Building that causes excessive vibration or floor loading in any part of the Project.
10. Furniture, significant freight and equipment shall be moved into or out of the building only with the Lessor's knowledge and consent, and subject to such reasonable limitations, techniques and timing, as may be designated by Lessor. Lessee shall be responsible for any damage to the Office Building Project arising from any such activity.
11. Lessee shall not employ any service or contractor for services or work to be performed in the Building, except as approved by Lessor.
12. Lessor reserves the right to close and lock the Building on Saturdays, Sundays and Building Holidays, and on other days between the hours of 6:00 P.M. and 6:00 A.M. of the following day. If Lessee uses the Premises during such periods, Lessee shall be responsible for securely locking any doors it may have opened for entry.
13. Lessee shall return all keys at the termination of its tenancy and shall be responsible for the cost of replacing any keys that are lost.
14. No window coverings, shades or awnings shall be installed or used by Lessee.
15. No Lessee, employee or invitee shall go upon the roof of the Building.
16. Lessee shall not suffer or permit smoking or carrying of lighted cigars or cigarettes in areas reasonably designated by Lessor or by applicable governmental agencies as non-smoking areas.
17. Lessee shall not use any method of heating or air conditioning other than as provided by Lessor.
18. Lessee shall not install, maintain or operate any vending machines upon the Premises without Lessor's written consent.
19. The Premises shall not be used for lodging or manufacturing, cooking or food preparation.
20. Lessee shall comply with all safety, fire protection and evacuation regulations established by Lessor or any applicable governmental agency.
21. Lessor reserves the right to waive any one of these rules or regulations, and/or as to any particular Lessee, and any such waiver shall not constitute a waiver of any other rule or regulation or any subsequent application thereof to such Lessee.
22. Lessee assumes all risks from theft or vandalism and agrees to keep its Premises locked as may be required.
23. Lessor reserves the right to make such other reasonable rules and regulations as it may from time to time deem necessary for the appropriate operation and safety of the Project and its occupants. Lessee agrees to abide by these and such rules and regulations.

PARKING RULES

1. Parking areas shall be used only for parking by vehicles no longer than full size, passenger automobiles herein called "Permitted Size Vehicles." Vehicles other than Permitted Size Vehicles are herein referred to as "Oversized Vehicles."
2. Lessee shall not permit or allow any vehicles that belong to or are controlled by Lessee or Lessee's employees, suppliers, shippers, customers, or invitees to be loaded, unloaded, or parked in areas other than those designated by Lessor for such activities.
3. Parking stickers or identification devices shall be the property of Lessor and be returned to Lessor by the holder thereof upon termination of the holder's parking privileges. Lessee will pay such replacement charge as is reasonably established by Lessor for the loss of such devices.
4. Lessor reserves the right to refuse the sale of monthly identification devices to any person or entity that willfully refuses to comply with the applicable rules, regulations, laws and/or agreements.
5. Lessor reserves the right to relocate all or a part of parking spaces from floor to floor, within one floor, and/or to reasonably adjacent offsite location(s), and to reasonably allocate them between compact and standard size spaces, as long as the same complies with applicable laws, ordinances and regulations.
6. Users of the parking area will obey all posted signs and park only in the areas designated for vehicle parking.
7. Unless otherwise instructed, every person using the parking area is required to park and lock his own vehicle. Lessor will not be responsible for any damage to vehicles, injury to persons or loss of property, all of which risks are assumed by the party using the parking area.
8. Validation, if established, will be permissible only by such method or methods as Lessor and/or its licensee may establish at rates generally applicable to visitor parking.
9. The maintenance, washing, waxing or cleaning of vehicles in the parking structure or Common Areas is prohibited.

INITIALS

INITIALS

10. Lessee shall be responsible for seeing that all of its employees, agents and invitees comply with the applicable parking rules, regulations, laws and agreements.
11. Lessor reserves the right to modify these rules and/or adopt such other reasonable and non-discriminatory rules and regulations as it may deem necessary for the proper operation of the parking area.
12. Such parking use as is herein provided is intended merely as a license only and no bailment is intended or shall be created hereby.

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INITIALS

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Last Edited: 1/9/2018 2:17 PM

INITIALS

OFGRR-2.00, Revised 01-03-2017



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: Sonoma County Board of Supervisors

Board Agenda Date: March 13, 2018

Vote Requirement: Majority

Department or Agency Name(s): Human Services Department

Staff Name and Phone Number:

Karen Fies, 565-6990
Katie Greaves, 565-8501

Supervisorial District(s):

County-wide

Title: Emergency Additional Assistance Grant and Goodwill Industries of the Redwood Empire Contract Amendment

Recommended Actions:

Authorize the Director of the Human Services Department to:

1. Accept \$3,258,473.41 in Emergency Additional Assistance grant funding from the California Employment Development Department to assist Dislocated Workers affected by the October wildfires; and
2. Execute the first amendment to increase the contract with Goodwill Industries of the Redwood Empire by \$168,000 of Workforce Innovation and Opportunity Act (WIOA) funding for a new contract amount not to exceed \$1,725,000, to provide bilingual navigation support and job development services at the Job Link One-Stop Career Center in support of workforce needs as a result of the October wildfires, with no change to the term of the agreement of July 1, 2017 to June 30, 2018.

Executive Summary:

The Sonoma County Workforce Investment Board (WIB) applied for and has been awarded an Emergency Dislocated Worker Additional Assistance Grant from the California Employment Development Department to assist dislocated workers affected by the October wildfires. The grant award is \$3,258,473.41 for eighteen months beginning March 1, 2018. The grant funding will allow the WIB and Job Link to provide 1) Quick, business-focused assistance in response to layoffs and/or businesses closing, including layoff prevention; and 2) To provide re-employment assistance for workers who have lost their jobs because their employers' businesses have been destroyed and/or otherwise impacted by the fires. This funding will support staffing for the anticipated increase in the needs of local business as well as providing basic and individualized career services for approximately 700 of the 4,751 disaster-related unemployment claimants. In addition, the grant will provide staffing, training, and supportive services needed to provide 200 Dislocated Workers with reemployment assistance, including a concerted effort to train and employ at least 30 of these Dislocated Workers in the Building and Trades

Industry.

The current contract with Goodwill Industries of the Redwood Empire will be amended by \$168,000 in order to provide bilingual navigation support and job development services at the Job Link One-Stop Career Center in support of the workforce needs listed above.

Discussion:

The federal Workforce Innovation and Opportunity Act (WIOA) authorizes the Governor to set aside up to 25 percent of the state's WIOA Dislocated Worker funds for California's Additional Assistance (AA) projects. These AA funds are available to Local Workforce Investment Boards that experience sudden and large increases of unemployment due to natural disasters, mass layoffs, or other events. The AA funds are to provide direct services to dislocated workers when local resources are inadequate.

The October fires created vast losses of business and residential properties and have and will continue to adversely affect jobs connected to these. The Sonoma County Workforce Investment Board (WIB) has collected data showing that there were 1,184 Sonoma County businesses within the multiple fire impact zones, with 8,247 workers. The number of disaster-related Unemployment Claims as of early November was 4,721 for Sonoma County. These losses, together with the long recovery period that will be needed, will require an investment of services to retrain affected workers and simultaneously help affected businesses avert layoffs and downsizing.

The eighteen month grant award in the amount of \$3,258,473.41 will allow the WIB and Job Link to provide support to assist workers and businesses at risk of layoff or affected by layoff as a result of the wildfires. In addition, the grant will provide reemployment assistance for workers who have lost their jobs because their employers' businesses have been destroyed, and/or have been otherwise impacted by the fires. The WIB anticipates serving approximately 700 of the 4,751 disaster-related unemployment claimants with career and training services. Of these, 200 workers will be placed into training and/or jobs as a result of this grant. It is anticipated that some of these participants will receive assistance to get them re-hired in their current or similar industry, and some will receive training, including subsidized on-the-job training, and education assistance in one of Sonoma County's priority sectors.

The WIB recognizes that the Building and Trades have become the top priority sector in Sonoma County as a result of the wildfires. As such, the WIB has targeted its efforts specifically to education and training assistance, including subsidized on-the-job training, in the Construction Industry. By setting participants on this career path, they will be ensured employment that will lead to a sustainable wage.

The WIB is working closely with La Cooperativa, recipient of a National Dislocated Worker Grant, and California Human Development to provide a pipeline to the Building and Trades training opportunities. This pipeline will set participants on the Career Pathway towards sustainable careers in Construction. The WIB is also working closely with North Coast Builders Exchange, Sonoma County Office of Education, Santa Rosa Junior College, Career Technical Education Foundation, and our WIB Labor Members in designing program elements, including short-term classroom based training as well as subsidized on-the-job training, and pre-apprenticeship and apprenticeship opportunities, including the Trades Introduction Program. Targeted marketing and outreach will be developed in collaboratively with stakeholders including local Contractors.

In addition to employment services, the WIB acknowledges that the need for supportive services for dislocated workers will be great as Sonoma County recovers. The primary focus of this additional assistance grant is workers who have been negatively impacted by the disaster and the goal is to aid

them in obtaining work that supports them in staying in Sonoma County. Many Sonoma County residents have suffered greatly due to the loss of 5,100 homes, which housed not only local residents, but in-home child care providers, autos, and personal items including work equipment such as uniforms, tools, and professional attire. For this reason, the provision of enhanced supportive services, including assistance with paying for child care and purchasing work clothes and equipment, was included in the grant application.

In order to meet the need of both dislocated workers and businesses affected by the wildfires, funding from the grant will be used to amend an existing contract with Goodwill Industries, which currently provides job search, training, and other workforce assistance to individuals participating in SonomaWORKS and Job Link services, to provide bilingual navigation support for customers of Job Link and increased job development services to work with both participants and local business. Goodwill's current contract will be amended by \$168,000, for a new total of \$1,725,000 for the period July 1, 2017 to June 30, 2018. HSD intends to enter into contract negotiations with Goodwill to extend these grant activities into Fiscal Year 2018-19.

Prior Board Actions:

June 13, 2017: Board approved the contract with Goodwill Industries of the Redwood Empire to provide job search, training, and workforce services to SonomaWORKS and Workforce Innovation and Opportunity Act (WIOA) participants.

Strategic Plan Alignment Goal 3: Invest in the Future

This grant funding and the contract amendment are strategic investments in Sonoma County's workforce and local economy as we take on the daunting undertaking of rebuilding after the wildfires. These will increase equal opportunity for quality training and employment, develop our future local workforce, and provide support to local business.

Fiscal Summary

Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses		\$3,258,473.41	
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal		\$3,258,473.41	
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources		\$3,258,473.41	

Narrative Explanation of Fiscal Impacts:

Revenue from this grant will be included in the department’s FY 2018-2019 budget, with plans to spend down by June 30, 2019. Due to the late notice of award, the Human Services Department will use existing budget appropriation to cover costs incurred in FY 2017-2018.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

None

Attachments:

1. EDD Grant News Release
2. Goodwill Industries of the Redwood Empire Contract amendment

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

None

N E W S R E L E A S E

Contact: Loree Levy
Patti Roberts
(916) 654-9029

Date: February 22, 2018

News Release No.: 18-55

EDD awards \$3.25 million in job funds for 700 workers affected by Sonoma County wildfires

SACRAMENTO – The California Employment Development Department (EDD) announced it has awarded the Sonoma County Workforce Development Board \$3.25 million in emergency job funds to help 700 people get back to work following the October wildfires.

“Last fall’s wildfires severely impacted Sonoma’s workforce and economy,” said EDD Director Patrick W. Henning. “These funds will help those who were affected by the fires secure good jobs and help in the community’s recovery.”

The \$3.25 million in emergency funds will support the Sonoma County Job Link, the local America’s Job Center of California, in addressing the workforce needs of impacted businesses and workers who lost their jobs. Representatives will assist job seekers with initial job-search preparation, career counseling, skills assessments, resume and interview workshops, mentoring, recruitment assistance, training and other support services.

The funding supports training that leads to jobs with sustainable wages and addresses the fires’ destruction of thousands of structures and businesses, including hotels, retail establishments, restaurants, wineries, and homes and offices of self-employed business owners. The employment services will focus on education and training in construction, healthcare, administrative support, retail and sales.

Funding for this grant is made available through the federal Workforce Innovation and Opportunity Act Governor’s discretionary funds and is under the administrative authority of EDD and the California Labor and Workforce Development Agency.

More information on Sonoma County Job Link and its programs is available at (707) 565-5550.

###

Goodwill Industries of the Redwood Empire

Amendment Number 1

to the Agreement to Provide

SONOMAWORKS SERVICES

Agreement Number: ET-GIRE-SWKS-1718

Funding Amount: \$1,725,000.00

Term: 07/01/2017 to 06/30/2018

On July 1, 2017, the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Goodwill Industries of the Redwood Empire, a California non-profit corporation (hereinafter "Contractor") executed an Agreement for the provision of SonomaWORKS Services.

As provided by Article 13.7, Merger, the parties hereby evidence their intent and desire to amend the Agreement, specifically as follows:

1. Revise Article 2, Payment, to add One Hundred Sixty-Eight Thousand Dollars (\$168,000.00), for the Additional Assistance Program, for a new total amount not to exceed One Million Seven Hundred Twenty-Five Thousand Dollars (\$1,725,000.00);
2. Revise Exhibit A, Scopes of Work, to change the title for Exhibit A-7: Scope of Work to "America's Job Center of CaliforniaSM (AJCC) Specialized Services";
3. Replace Exhibit A-7 in order to add the Additional Assistance Program services and reflect the new title of "AJCC Specialized Services";
4. Revise Section 7.7 in Exhibit B, Fiscal Provisions/Budgets, to change the title of Exhibit B-7 to "America's Job Center of CaliforniaSM (AJCC) Specialized Services"; and
5. Replace Exhibit B-7 in order to change the title and add the budget for the Additional Assistance 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

Specific Provisions of the Agreement are amended as follows:

2. Payment.

For all services and incidental costs required hereunder, 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 One Million Seven Hundred Twenty-Five Thousand Dollars (\$1,725,000.00), 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.

Exhibit A: Scopes of Work

This Exhibit A (Scopes of Work) includes the following, which are attached hereto and incorporated herein by this reference:

1. Exhibit A-1: Scope of Work – Job Search Services (JSS)
2. Exhibit A-2: Scope of Work – Community Service (CS)
3. Exhibit A-3: Scope of Work – Learning Enhancement & Achievement Program (LEAP)
4. Exhibit A-4: Scope of Work – Temporary Employment Program (TEP)
5. Exhibit A-5: Scope of Work – Enhanced Subsidized Employment Program (ESE)
6. Exhibit A-6: Scope of Work – Transitional Work Program (TWP)
7. Exhibit A-7 Scope of Work – “America’s Job Center of CaliforniaSM (AJCC) Specialized Services”

Exhibit A-7: Scope of Work
America's Job Center of CaliforniaSM (AJCC) Specialized Services

1. Service Description

The Moving Forward Program (MFP) provides customized support services for individuals who were released under AB109, as well as other former offenders of the criminal justice system. Services are delivered on site at the Day Reporting Center and on site at Job Link. The Additional Assistance Program (AAP) provides customized support services for individuals with barriers to employment.

- 1.1. Contractor will employ one (1) job developer for the Moving Forward Program (MFP) and two (2) job developers for the Additional Assistance Program (AAP) to provide services to WIOA eligible clients, including ex-offenders under the AB109 program, with job search assistance including job development, and the promotion of the WIOA on-the-job training program.
- 1.2. Contractor will work collaboratively with Job Link and Day Reporting Center staff to meet the goals of the position. This person will work closely with county staff at Job Link, and the Coordinator of the AB109 Program.
- 1.3. Contractor will have an understanding of local labor market trends, employer workforce needs, and Job Link services.
- 1.4. While onsite at Job Link, Contractor will assume the responsibility of any onsite partner, including the provision of two (2) bilingual Navigator staff.
- 1.5. Contractor will have an understanding of the goals of and services provided by the Day Reporting Center.
- 1.6. Contractor will lead or assist with the development and delivery of bilingual job search assistance workshops at Job Link and the Day Reporting Center.
- 1.7. Contractor will provide personalized job search assistance and/or job development for referred clients by managing a caseload of job search or on-the-job training referrals from Job Link or the Day Reporting Center. The Contractor will perform all tasks associated with job development including:
 - 1.7.1. Meeting regularly with clients to:
 - 1.7.1.1. Identify possible employment opportunities.
 - 1.7.1.2. Maintain the standard of only placing work ready clients into on-the-job training.
 - 1.7.1.3. Provide support to the client before and during any on-the-job placements.
 - 1.7.1.4. Discuss any work performance issues relayed by the on-the-job training employer with the client.
 - 1.7.1.5. Documenting progress with customers and employers in the CalJOBS case management system.
 - 1.7.2. Meeting regularly with employers to:
 - 1.7.2.1. Promote the value of the on-the-job training program, on behalf of a specific eligible client.
 - 1.7.2.2. Promote the value of directly hiring individuals with criminal backgrounds, generally or on behalf of a specific client.

- 1.7.2.3. Identify possible opportunities for customized job creation, on behalf of a specific client.
 - 1.7.2.4. Monitor the progress of an individual in an on-the-job placement.
 - 1.7.2.5. Provide support to the employer by addressing any concerns about performance with the on-the-job training participant.
 - 1.8. Contractor will work in coordination with the Economic Development Board (EDB) Business Services Manager's outreach efforts, which may include specific marketing or outreach efforts for this program.
 - 1.9. Contractor will market to the employer community the advantages of hiring MFP participants and assist employers in recruiting MFP participants.
 - 1.10. Contractor will lead or assist with the design and creation of outreach materials for ex-offenders, including a bulletin board at the Day Reporting Center.
 - 1.11. Contractor will lead or assist with special projects related to job search, on-the-job training, employer outreach and material creation for the AB 109 and ex-offender population.
 - 1.12. Contractor will receive incoming calls on the Job Link Business Services line and refer appropriately.
 - 1.13. Contractor will attend the monthly Job Link All Partner meetings, the bi-weekly Team Workforce meetings, the Partners and Communities Together (PACT) meeting, as well as any other relevant trainings or meetings as determined by County.
 - 1.14. Contractor will communicate illness or other scheduled time off to the Job Link AB109 Supervisor and notifying participants as necessary.
 - 1.15. Contractor will ensure that any workshops or specialized outreach is done in a professional manner, and that any responsibilities bearing time or date requirements are followed up on accordingly.
2. Administrative
 - 2.1. Job Developer will report on total number of new clients referred and the current status of each client referral on a monthly basis to the Job Link Manager and the Job Link AB109 Supervisor.
3. Performance Management
 - 3.1. MFP performance standards are as follows:
 - 3.1.1. 100% of customers referred should be contacted within 48 hours, and should have access to bi-weekly check-ins with the Job Developer by phone or in person.
4. County Responsibilities
 - 4.1. County shall identify and refer participants to the MFP program.
 - 4.2. County staff will partner with Contractor's Job Developer in support of program participants.
 - 4.3. County will provide training on Job Link procedures and partner expectations.

EXHIBIT B: Fiscal Provisions / Budget

7. Budgets.

This Exhibit B (Fiscal Provisions / Budgets) includes the following SonomaWORKS Services program budget summaries that correspond to the programs detailed in Exhibit A, which are attached hereto and incorporated herein by this reference:

- 7.1. Exhibit B-1: Job Search Services (JSS)
- 7.2. Exhibit B-2: Community Service (CS)
- 7.3. Exhibit B-3: Learning Enhancement & Achievement Program (LEAP)
- 7.4. Exhibit B-4: Temporary Employment Program (TEP)
- 7.5. Exhibit B-5: Enhanced Subsidized Employment Program (ESE)
- 7.6. Exhibit B-6: Transitional Work Program (TWP)
- 7.7. Exhibit B-7: "America's Job Center of CaliforniaSM (AJCC) Specialized Services"

**Exhibit B-7: America's Job Center of CaliforniaSM (AJCC) Specialized Services
 (Moving Forward Program and Additional Assistance Program)**

1. Moving Forward Program

Program Name:		Fiscal Year:
Moving Forward Program (MFP)		2017 / 2018
Item No.	Line Item Description	Amount
1	Staff Salaries	38,480
2	Staff Benefits	8,158
3	Rental / Lease of Facility	
4	Utilities / Building Maintenance	
5	Telephone / Communications	
6	Insurance Expense	
7	Equipment Rental / Lease / Maintenance	
8	Office Supplies / Expenses	100
9	Books / Educational Materials	
10	Staff Mileage / Travel	321
11	Staff Training / Conferences	
12	Other: Payroll/Case Management & Support Srv.	465
13	Other:	
14	Indirect Costs @ 22.043%	10,476
Subtotal		58,000
15	Subcontractors and Services	
PROGRAM BUDGET TOTAL:		\$ 58,000

2. Additional Assistance Program

Program Name:		Fiscal Year:
Additional Assistance Program		2017 / 2018
Item No.	Line Item Description	Amount
1	Staff Salaries	110,490
2	Staff Benefits	21,280
3	Rental / Lease of Facility	
4	Utilities / Building Maintenance	
5	Telephone / Communications	2,500
6	Insurance Expense	
7	Equipment Rental / Lease / Maintenance	895
8	Office Supplies / Expenses	414
9	Books / Educational Materials	500
10	Staff Mileage / Travel	1,090
11	Staff Training / Conferences	
12	Other:	1,060
13	Other:	720
14	Indirect Costs @ 22.043% _____%	29,050
	Subtotal	168,000
15	Subcontractors	
	PROGRAM BUDGET TOTAL:	\$ 168,000

Except as expressly modified in this Amendment, the terms and conditions of Agreement Number ET-GIRE-SWKS-1718 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:

COUNTY OF SONOMA:

Goodwill Industries of the Redwood Empire

By: 
Name: Brandy Evans
Title: President/CEO

By: _____
Name: Karen Fies
Title: Director, Human Services
Department

Date: 2/20/2018

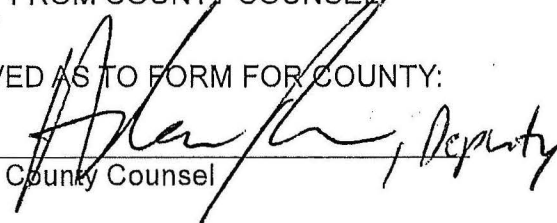
Date: _____

APPROVED AS TO SUBSTANCE FOR
COUNTY

By: 
Name: Katherine Greaves
Title: Director, Employment & Training
Division

EXEMPT FROM COUNTY COUNSEL
REVIEW

APPROVED AS TO FORM FOR COUNTY:

By: 
County Counsel

CERTIFICATES OF INSURANCE ON FILE
WITH COUNTY

INSURANCE REQUIREMENT CHANGES
APPROVED BY RISK MANAGEMENT

By: _____



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors of Sonoma County

Board Agenda Date: March 13, 2018

Vote Requirement: Majority

Department or Agency Name(s): Regional Parks

Staff Name and Phone Number:

Steve Ehret, 565-1107

Supervisorial District(s):

Fifth

Title: Stewarts Point Ranch Cultural and Subsistence Access Easement Conveyance

Recommended Actions:

Adopt a resolution of the Board of Supervisors of the County of Sonoma directing the Chair and Regional Parks Director to take the actions necessary to execute a Grant of Cultural and Subsistence Access Easement between Save the Redwoods League, the Kashia Band of Pomo Indians of the Stewarts Point Rancheria (the "Tribe") and Sonoma County and make related determinations.

Executive Summary:

The Stewarts Point Ranch property, owned by Save the Redwoods League (the "League"), consists of approximately 868 acres at the crossroads of Highway One and Skaggs Springs - Stewarts Point Road in northern Sonoma County (the "Property"). On January 13, 2017, the League conveyed a conservation easement (the "Conservation Easement") over the entire Property to the Sonoma County Agricultural Preservation and Open Space District (the "District") and conveyed to the County a "Grant of Public Trail Easement" (the "Public Trail Easement") over a portion of the Property.

When the Conservation Easement, Public Trail Easement, and related documents were approved, a Cultural and Subsistence Access Easement ("Cultural Access Easement") was still in negotiation. As such, both the executed Conservation Easement and the Public Trail Easement acknowledge that a Cultural Access Easement to allow for cultural events and subsistence gathering along the coastline would be subsequently conveyed to the Tribe by the League. While the Cultural Access Easement is being conveyed from the League to the Tribe, the County is a party to the agreement because it allows the Tribe to request that the County close the Public Trail Easement on limited occasions for the Tribe's cultural ceremonies and it coordinates the interrelationship between the Cultural Access Easement and the Public Trail Easement. The Cultural Access Easement negotiations were recently finalized and the Cultural Access Easement is now ready for execution.

Discussion:

The Kashia Band of Pomo Indians of the Stewarts Point Rancheria (“Tribe”) is a federally-recognized Indian Tribe whose ancestral lands include the Stewarts Point Property. The Property is a sacred place and the center of spiritual life for the Tribe, being used for cultural, traditional, spiritual, subsistence, and ceremonial activities over time. For decades, the Tribe has been holding ceremonies at Stewarts Point throughout the year with the landowner’s approval, which includes gathering, prayer, and other spiritual and cultural activities according to their traditions. In addition, the Tribe has traditionally used the Property for subsistence fishing and gathering.

The Property’s landowner, Save the Redwoods League, desires to grant, and the Tribe desires to accept, a cultural and subsistence access easement (“Cultural Access Easement”). The Cultural Access Easement provides the Tribe with permanent limited access and use of the Property in accordance with their spiritual traditions and obligations and in accordance with the terms and conditions set forth in the Cultural Access Easement.

The Cultural Access Easement clarifies the physical relationship and operations of the Cultural Access Easement relative to the County’s rights and obligations under the Public Trail Easement. The Cultural Access Easement has been clarified to not physically overlap with the Public Trail Easement; to provide a process of notification and coordination to temporarily close the Public Trail up to four times a year to accommodate large tribal events; and to clarify the use of the public parking area during tribal events that do not result in closure. The Cultural Access Easement would also bestow certain third party beneficiary and enforcement rights on the County as holder of the public trail easement.

County Counsel, Regional Parks, and District staff have determined that the Cultural Access Easement is consistent with the terms and conditions of the Conservation Easement, Recreation Covenant, and the Public Trail Easement. All parties are in agreement and support the Board adopting a resolution to take the necessary actions to execute the Grant of Cultural Access Easement between Save the Redwoods League, the Tribe and Sonoma County.

Prior Board Actions:

August 16, 2016: District Board of Directors approves a Conservation and Recreation Covenant on the Property (Reso 16-0306)

August 16, 2016: District Board of Directors approves grant funds from the State Coastal Conservancy for the Public Trail Easement (Reso 16-0307)

August 16, 2016: Board of Supervisors accepts the Public Trail Easement from Save the Redwoods League and conveys a Recreation Covenant to the Sonoma County Agricultural Preservation and Open Space District over a portion of the Stewarts Point Ranch. (Reso 16-0309)

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

This Cultural Access Easement completes a transaction that protects scenic resources and working landscapes, provides public access along a new segment of the California Coastal Trail and provides the Tribe with additional rights to their sacred land.

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
None.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
<ol style="list-style-type: none"> Board Resolution Grant of Cultural and Subsistence Access Easement Map of Easement Premises 			
Related Items "On File" with the Clerk of the Board:			
<ol style="list-style-type: none"> Public Trail Easement Recreation Covenant Conservation Easement 			

Date: March 13, 2018

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors of the County Of Sonoma, State Of California,
Directing the Chair to execute a Grant of Cultural and Subsistence Access Easement over a
portion of the Stewarts Point Property; Directing the Recordation and Filing of a Notice of
Exemption Under the California Environmental Quality Act; and Authorizing and Directing the
Chair and Director to Take All Other Actions Necessary to Complete the Transaction.**

Whereas, Save the Redwoods League owns property located at 30955, 32025, and 34400 Highway One and 31010 Skaggs Springs – Stewarts Point Road, Stewarts Point, CA 95450, totaling approximately 868 acres ("the Property"); and

Whereas, Save the Redwoods League conveyed to the County of Sonoma a "Grant of Public Trail Easement" (recorded on January 13, 2017, as Document No. 2017003225) ("public trail easement") over a portion of the Property; and

Whereas, the Kashia band of Pomo Indians of the Stewarts Point Rancheria ("the Tribe") is a federally-recognized Indian Tribe whose ancestral lands include the Property; and

Whereas, Save the Redwoods League desires to grant, and the Tribe desires to accept, a cultural and subsistence access easement that would enable permanent access to and use of a portion of the Property in accordance with their spiritual traditions; and

Whereas, Regional Parks staff have determined that the cultural access easement is consistent with the terms and conditions of the public trail easement; and

Whereas, the proposed cultural access easement would bestow upon the County certain third-party beneficiary and enforcement rights,

Now, Therefore, Be It Resolved that the Board of Supervisors hereby finds, determines, declares and orders as follows:

1. *Truth of Recitals.* That the foregoing recitations are true and correct.
2. *Authority to Sign Contracts.* That the Chair is authorized and directed to

Resolution #

Date:

Page 2

execute on behalf of the County that certain agreement entitled "Grant of Cultural and Subsistence Access Easement".

3. *California Environmental Quality Act.* That the project authorized by this resolution is exempt from the requirements of the California Environmental Quality Act (Public Resources Code Sections 21000 and following) pursuant to Sections 15325 (a) and (e) of Title 14 of the California Administrative Code because the purpose of the conveyance is to protect existing natural conditions and historical resources, respectively.

4. *Notice of Exemption.* That, immediately upon the adoption of this resolution, the General Manager is directed to post and to maintain the posting of a notice of exemption pursuant to Public Resources Code 21152.

5. *Validation.* The agreement authorized by this resolution is a contract within the definition of Government Code Section 53511 and as such, any action challenging the validity of any or all of the contract must be commenced within sixty (60) days of the adoption of this resolution pursuant to Section 863 of the Code of Civil Procedure.

Directors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Kashia Band of Pomo Indians of the
Stewarts Point Rancheria
P.O. Box 6525
1420 Guerneville Road, Suite 1
Santa Rosa, CA 95403

APN: Sonoma County APN 122-250-006

THIS SPACE FOR RECORDERS USE ONLY

Grant of Cultural and Subsistence Access Easement

This Grant of Cultural and Subsistence Access Easement (this "Tribe Access Easement") is made this _____ day of _____, 2018, by and between Save the Redwoods League ("Grantor"), the Kashia Band of Pomo Indians of the Stewarts Point Rancheria ("Tribe"), and only with regard to certain provisions specifically designated, the County of Sonoma, California ("County").

RECITALS

A. Grantor owns in fee simple certain real property located in Sonoma County extending west of Highway 1 to the Pacific Coast and bound by private property to the north and south, more particularly described in Exhibit A, attached and incorporated by this reference (the "Property").

B. Grantor acquired the Property for the purpose of preserving the Property as, among other things, open space, a working ranch, including raising sheep and other livestock, using a small barn on the Property for limited commercial purposes, and public access, all in accordance with the Deed and Agreement by and between Save the Redwoods League and the Sonoma County Agricultural Preservation and Open Space District (the "District") Conveying a Conservation Easement and Assigning Development Rights, recorded in the Official Records of Sonoma County on January 13, 2017, as Document No. 2017-3223 (the "Conservation Easement"), the Grant of Public Trail Easement between Grantor and the County and recorded in the Official Records of Sonoma County on January 13, 2017, as Document No. 2017-3225 (the "Public Access Easement"), and the Stewarts Point Recreation Conservation Covenant, recorded in the Official Records of Sonoma County on January 13, 2017, as Document No. 2017-3226 (the "Recreation Covenant"). Grantor and the Tribe agree that the rights and obligations created pursuant to this Tribe Access Easement are subject to and shall be interpreted and carried out consistent with the terms of the Conservation Easement, the Public Access Easement, and the Recreation Covenant. The Conservation Easement is attached as Exhibit B.

C. The Tribe is a federally recognized Indian Tribe whose ancestral lands include both those within the exterior boundaries of the Tribe's Reservation as well as the Property. The Tribe has used and occupied portions of the Property since time immemorial for cultural, traditional, spiritual, subsistence, and ceremonial activities.

D. The Tribe has previously disclosed in public proceedings that *Danága*, now called Stewarts Point, located within the Property, is the creation place of the Kashia people. *Danága* (referred to here as “Stewarts Point”) is a sacred place and the center of spiritual life for the Tribe. The Tribe holds ceremonies at Stewarts Point throughout the year, which include gathering, fishing, prayer, and other spiritual and cultural activities according to their traditions. Stewarts Point, in addition, is a place of cultural significance that is traditionally used for subsistence fishing and gathering. Stewarts Point cultural areas are located within the “Easement Area” located within the Property and depicted on Exhibit C.

E. Grantor has conveyed to District the Conservation Easement and has conveyed to County the Public Access Easement prior to the granting of this Tribe Access Easement. Because Grantee’s exercise of this Tribe Access Easement may impact the conservation values protected by the Conservation Easement and because Grantee’s exercise of this Tribe Access Easement may impact the use of the public trail that is the subject of the Public Access Easement, the County and the District are granted certain third-party beneficiary and enforcement rights as specified below.

F. Grantor desires to grant and the Tribe desires to accept this Tribe Access Easement over the Easement Area to the Tribe to enable permanent access to and use of this sacred place by Kashia people in accordance with their spiritual traditions and obligations and in accordance with the terms and conditions set forth below.

THEREFORE, in consideration of the foregoing recitations and of the mutual covenants, terms, conditions, and restrictions herein set forth and other valuable consideration receipt of which is hereby acknowledged, Grantor and the Tribe, and the County where designated, agree as follows:

AGREEMENT

1. **Grant of Easement.** Pursuant to the common and statutory law of the State of California and Tribal law of the Kashia Band of Pomo Indians of the Stewarts Point Rancheria, Grantor grants, transfers and conveys to the Tribe, and Tribe accepts, a nonexclusive easement and right of way (a) over and across the Easement Area and (b) over the portion of the ranch road designated for vehicular use to the “Barn Building Envelope,” all for the specific purposes and subject to the terms and conditions set for below.
2. **Purpose of Easement.** The purpose of this Tribe Access Easement is to allow verified members of the Tribe and invited guests accompanying verified members (and no others) to access the Easement Area to practice their cultural and ceremonial traditions around Stewarts Point, subject to the terms of this Tribe Access Easement.
3. **Rights of the Tribe.**
 - a. **Ceremonial Activities.** This Tribe Access Easement grants the Tribe the right to access and enter the Easement Area a maximum of four (4) days per calendar year (each, a “Ceremonial Use Period”), without interruption, to engage in traditional cultural, ceremonial, and spiritual practices ceremonies and traditions as defined by the Tribal Council by resolution 02152018-01. The foregoing access and use rights are referred to

herein collectively as the “Ceremonial Activities”. The Tribe expressly acknowledges and agrees that the Ceremonial Activities are subject to and must be conducted in a manner that is consistent with the Conservation Easement. The Tribe further acknowledges and agrees that the right to engage in the Ceremonial Activities is subject to the terms and conditions set forth in this Tribe Access Easement, including but not limited to the following:

- i. As soon as practicable and no less than thirty (30) days in advance of any Ceremonial Use Period, the Tribe shall provide written notice to Grantor to County describing the proposed date of the entry, the duration and nature of the event, the estimated number of people, the general location of the activities that will take place, and information regarding whether the Tribe will seek closure or limited access to the public access trail. Such written notice shall be referred to herein as the “Ceremonial Use Notice.” If, at least thirty (30) days before Grantor’s receipt of a Ceremonial Use Notice, Grantor provides written notice to the Tribe of any scheduled events on the Property that may conflict with the Ceremonial Activities, then the Tribe will propose a Ceremonial Use Period that will take place at a different time from Grantor’s event. The Tribe and Grantor will cooperate in good faith with one another with respect to scheduling.
- ii. As soon as practicable, consistent with the notice provisions to Grantor set forth in 3.a.i., above, the Tribe shall give no less than calendar 30 days’ advance notice to the County and Grantor of its proposal to close or limit access to the public access trail in connection with a Ceremonial Use Period. The Tribe acknowledges that Sonoma County Regional Parks schedules public access programming affecting the public access trail three to four months in advance. Accordingly, the Tribe agrees to use its best efforts to provide the County with sufficient advance notice to avoid inconvenience to the County and the public, consistent with the Tribe’s obligations to protect the privacy of its ceremonies.
- iii. No notice to the County is required if Ceremonial Activities have 50 or fewer participants and if no trail closure is requested.
- iv. The Ceremonial Activities may include non-commercial gathering of cultural resources including, but not limited to, sea plants, shellfish, and fish as part of Tribal cultural tradition, and ceremonies and prayer in accordance with Kashia tribal law and tradition and applicable Federal and State Endangered Species Acts.
- v. The Ceremonial Activities may include non-commercial opportunities for the public to learn about the original people, ancestors of the Kashia, who used and occupied the Property, and the traditions of the Kashia people consistent with the Tribe’s and the State of California’s interest in promoting education about the region’s first people.
- vi. The Grantor and the Tribe will meet and confer and in good faith consider any proposal by the Tribe that the Tribe be granted access for an additional ceremony (more than four (4) in one year) the Tribe is obligated, by its traditions, to conduct. If an additional ceremony may affect the public’s use of the Public Access Easement, the Tribe will meet and confer with the County and both will, in good faith, consider restrictions on public access during the ceremony.
- vii. The Grantor and Tribe expect that the Ceremonial Activities shall be limited to fifty (50) people per Ceremonial Use Period, except that up to one hundred (100)

people shall be permitted for one Ceremonial Use Period per year. Such limitations shall be inclusive of members and invitees of the Tribe. Grantor and Tribe shall meet and confer and in good faith cooperate to accommodate Ceremonial Use Periods that may be attended by more than the expected numbers of people set forth here, so long as such numbers are reasonable under the circumstances and will not unreasonably interfere with Grantor's operations and use of the Property.

- b. **Subsistence Activities.** This Tribe Access Easement also grants the Tribe the additional right to access and enter the Easement Area a maximum of five (5) days per calendar month during daylight hours only (each, a "Subsistence Use Period") for traditional subsistence fishing and gathering of natural marine resources, such as sea plants, shell fish, and fish, in accordance with the Tribe's traditions. The foregoing access and use rights are referred to herein collectively the "Subsistence Activities". The Tribe expressly acknowledges and agrees that the Subsistence Activities are subject to and must be conducted in a manner that is consistent with the Conservation Easement and applicable Federal and State Endangered Species Acts. The Tribe further acknowledges and agrees that the right to engage in the Subsistence Activities is subject to the terms and conditions set forth in this Tribe Access Easement, including but not limited to the following:
- i. Any fishing and gathering must (I) be non-commercial, (II) be for purposes of personal consumption by verified members of the Tribe and their invited guests, and (III) not include any taking of Grantor's personal property within the Easement Area or agricultural products or resources cultivated or maintained by Grantor.
 - ii. Tribe will cooperate in good faith with Grantor and will refrain from Subsistence Activities when Subsistence Activities would constitute an unreasonable interference with Grantor's activities at that time.
 - iii. The Tribe is the grantee under this Tribe Access Easement and will be responsible for (I) coordinating the Subsistence Activities undertaken by the Tribe's members pursuant to this Tribe Access Easement and (II) communicating and scheduling access with Grantor.
 - iv. As soon as practicable and no less than seventy-two (72) hours in advance of any Subsistence Use Period, the Tribe shall provide written, email, or telephonic notice to Grantor describing the proposed date of the entry, the duration of the entry, the names of the individuals that will access the Easement Area, and the general location of the activities that will take place. Such written notice shall be referred to herein as the "Subsistence Use Notice." To be effective, the Subsistence Use Notice must be calculated to provide efficient, effective and timely advance notice. If, at least thirty (30) days before Grantor's receipt of a Subsistence Use Notice, Grantor provides written notice to the Tribe of any scheduled events on the Property that may conflict with the Subsistence Activities, then the Tribe will propose a Subsistence Use Period that will take place at a different time from Grantor's event. The Tribe and Grantor will cooperate in good faith with one another with respect to scheduling.
 - v. Once Grantor and Grantee agree on a Subsistence Use Period, Grantee will issue a written permit for the Subsistence Use Period to any individual(s) that will engage in Subsistence Use Activities during the Subsistence Use Period pursuant to this Tribe Access Agreement (an "Authorized Individual"). Grantee will provide a copy of such permit(s) to Grantor before the Subsistence Use Period to which

such permit(s) apply. The permit will be displayed prominently by each Authorized Individual in any vehicle parked on or near the Property by an Authorized Individual, and will be in possession of each Authorized Individual on the Property during the Subsistence Use Period.

- vi. A maximum of five (5) individuals may be identified as an Authorized Individual permitted to engage in Subsistence Activities during a Subsistence Use Period and the Authorized Individuals must be verified members of the Tribe and invited guests accompanying verified members.
- vii. To the extent feasible, during any Subsistence Use Period, the Tribe agrees that Authorized Individuals will (I) use the trails that exist at the time of such Subsistence Use Period, and (II) utilize those routes least disruptive of Grantor's activities on the Property to gain access to the Easement Area.

4. **Location of Cultural Sites.** Any sign, map, or other intentional public disclosure by Grantor identifying the location of specific cultural and sacred places is prohibited.

5. **Use Restrictions.** Use of the Easement Area by the Tribe, and the Tribe's members, employees, contractors, invitees, licensees, Authorized Individuals, or any individual accessing the Property pursuant to this Tribe Access Easement (collectively, "Tribe Parties") is subject to the following restrictions:

- a. Use of the Easement Area by the Tribe and Tribe Parties shall occur during daylight hours and is strictly limited to the portions of the Easement Area necessary for the uses provided for in this Tribe Access Easement and as identified in the Ceremonial Use Notice or the Subsistence Use Notice, as applicable (either, as applicable, a "Use Notice").
- b. The Easement Area may be used only for the Ceremonial Activities and the Subsistence Activities in compliance with all applicable federal, state, and local statutes, ordinances, rules, and regulations ("Applicable Law"). If any Ceremonial Activity or Subsistence Activity requires authorization, permission or the obtaining of a permit from any Government or quasi-Government agency, the Tribe shall be responsible for obtaining such authorization, permission or permit at its sole expense prior to conducting any such activity.
- c. Motorized vehicles shall not be used on any portion of the Easement Area, except (i) for small, non-automobile personal motorized devices for people with disabilities and (ii) over the portion of the ranch road designated for vehicular use to the "Barn Building Envelope (BE)" shown on Exhibit C. No parking in conjunction with the Ceremonial Use or the Subsistence Use shall be permitted within the Easement Area or on the Property, except for two parking spaces in the designated "Trail Staging Area" (as shown on Exhibit C) and with Grantor's prior consent, which will be provided to the extent such parking will not conflict with Grantor's use of the available parking at the Property for ranch operations or other events.
- d. Notwithstanding anything to the contrary in this Tribe Access Easement, use of the Easement Area must comply with the Conservation Easement.
- e. Notwithstanding anything to the contrary in this Tribe Access Easement, use of the Easement Area shall not interfere with public access as provided under the Public Access Easement, except as provided in Section 6 below.
- f. All garbage, refuse, and any other materials brought onto the Easement Area by the Tribe or Tribe Parties must be removed immediately following any Ceremonial Use Period or Subsistence Use Period.

- g. The following activities are expressly prohibited:
 - i. Loitering;
 - ii. Trespassing to areas outside of the Easement Area, including onto adjacent private property;
 - iii. Loud or disruptive noise, including any amplified sound, including speakers, megaphones, radios, CD players, and similar devices;
 - iv. Commercial activity;
 - v. Smoking;
 - vi. Lighting of fires;
 - vii. Dogs and other domesticated animals, except for service animals for people with disabilities;
 - viii. Consumption of alcoholic beverages;
 - ix. Dumping or littering;
 - x. Injuring or harassing livestock or wildlife (except for Subsistence Activities, which may include legally permitted take of wildlife in accordance with Tribal law and tradition); and
 - xi. Possession or use of firearms.

- 6. **Public Closures.** The Tribe acknowledges that the Property is subject to the Public Access Easement entered into by the Grantor and the County. Grantor has no ability to regulate or prohibit public access under the Public Access Easement other than as provided under the Public Access Easement. The Tribe and the County have agreed, as set forth here and in the Public Access Easement, that the public trail may be closed under terms and conditions set for the Public Access Easement during periods of Ceremonial Activities. The Tribe shall provide Grantor with information regarding any such arrangements between the Tribe and the County for trail closure in its Use Notice provided under Section 3.a.i. Grantee Subsistence Activities may not interfere with public access under the Public Access Easement.

- 7. **Consultation.** Grantor shall use commercially reasonable efforts to meaningfully consult with the Tribe before the Grantor engages in any activity within the Easement Area that may, in Grantor's reasonable determination, materially impair the rights to engage in Ceremonial Activities as provided under this Tribe Access Easement. Meaningful consultation may include notification to the Tribe in writing not less than sixty (60) days prior to the date Grantor seeks to undertake the activity in question, describing the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit the Tribe to respond, provide feedback and to discuss and agree upon a more appropriate way to conduct the requested activity, if necessary, taking into consideration the rights and desires of all parties.
 - a) In addition, the Tribe Access Easement is not to overlap with the Public Access Easement. Should coastal erosion affect the configuration of the Tribe Access Easement area such that it could overlap with the Public Access Easement, the Tribe, County, and the Grantor shall consult on potential realignment to the Tribal Access Easement area.

- 8. **Nonexclusive Easement.** The easement granted by this Tribe Access Easement is nonexclusive, and Grantor retains the right to make any use of the Easement Area, including the right to grant concurrent easements that do not unreasonably interfere with the Tribe's use of the Easement Area for Ceremonial Activities and the right to maintain, pave, or reasonably relocate the access road

and driveway. Without limiting the generality of the foregoing, Grantor reserves the right to restrict or prohibit use of all or any part of the Easement Area temporarily as necessary to (i) assure public safety; (ii) for maintenance purposes; or (iii) to preserve the conservation values of the Conservation Easement. Any such restriction or prohibition shall be subject to reasonable advance notice to the Tribe, shall be the minimum necessary for its purpose, and shall be lifted as soon as practicable.

9. Non-Liability of Grantor; Indemnity.

- a. **Non-Liability of Grantor.** Grantor shall not be liable to the Tribe, Tribe Parties, or any third party for any injury, loss, or damage arising out of or in connection with the use and access of the Property pursuant to this Tribe Access Easement, except to the extent that such injury, loss, or damage is caused by Grantor's willful misconduct. Grantor shall have no responsibility or liability for the operation, repair, or maintenance of the Easement Area. Use of any portion of the Easement Area by Tribe or Tribe Parties shall be at such party's own risk. Except as otherwise required by law, Grantor does not assume any duty to or for the benefit of Tribe or Tribe Parties for defects in the location, design, installation, maintenance or repair of any improvement, structure, or trail within the Easement Area; for any unsafe conditions within the Easement Area; or for the failure to inspect for or warn against possibly unsafe conditions or to close the Easement Area to access when unsafe conditions may be present.
- b. **Indemnity.** The Tribe agrees to defend, protect, indemnify, and hold harmless Grantor and County and District from and against any and all actions, claims, damages, liabilities, or expenses (including attorneys' fees and court costs) that may be asserted by Grantor or any third party arising out of or relating to the use of the Property by the Tribe or Tribe Parties (including but not limited to liability arising out of any claim that this Tribe Access Easement or the use of this Tribe Access Easement is inconsistent with or in violation of the Conservation Easement and remediation costs related to hazardous materials contamination to the extent caused by the Tribe or Tribe Parties), except to the extent such injury, loss or damage is caused by Grantor's willful misconduct. The indemnity provided for herein is deemed to be in addition to any statutory rights of indemnity to which Grantor may now or in the future be entitled.

10. Tribe's Waiver of Sovereign Immunity. The Parties acknowledge that Tribe is a federally recognized Indian tribe and, as such, possesses sovereign immunity from suit. Nothing in this Tribe Access Easement is or shall be deemed to be a waiver of Tribe's sovereign immunity from suit, which immunity is expressly asserted, except for the limited waiver set forth in this Section 10.

- a. **Limited Waiver of Sovereign Immunity and Consent to Suit.** The Tribe expressly and irrevocably agrees to waive its immunity (and any related defenses) as against the Grantor, any successor owner of the Property, District, and the County only for the limited and sole purpose of enforcing the provisions of this Tribe Access Easement—including, without limitation, seeking to effectuate the Tribe's indemnification obligations as described in Section 9, seeking immediate

injunctive relief as described in Section 12, compelling arbitration, conducting arbitration, and enforcing an arbitration decision rendered pursuant to the terms of this Tribe Access Easement. The waiver shall be evidenced, in part, by a resolution of the Tribal Council which shall be attached to this Tribe Access Easement as Exhibit D. Grantor further agrees that exhaustion of administrative remedies, including before any Tribal Court, shall not be required prior to proceeding to arbitration or court action as described in Section 13.

- b. **Covered Claims.** The waiver of sovereign immunity set forth in this Section 10 shall extend to all claims: (i) that the Tribe or Tribe Parties have violated any provision of this Tribe Access Easement; (ii) that the activities conducted by the Tribe pursuant to this Tribe Access Easement are inconsistent with or impair the Conservation Values protected by the Conservation Easement; (iii) that the activities of the Tribe pursuant to this Tribe Access Easement are inconsistent with or interfere with the County's rights granted by the Public Access Easement; (iv) brought by the Grantor for injury or death to any person or physical damage to any property arising from the negligence or willful misconduct of the Tribe or any Tribe Party, and (v) for indemnification pursuant to Section 9.
11. **Insurance.** Prior to any entry upon the Property and throughout the term of the Easement, the Tribe shall maintain in effect (I) a commercially reasonable policy of liability insurance with a contractual liability endorsement to provide insurance coverage for its indemnity under Section 9 and (II) commercial general liability insurance insuring against any claims or personal injury, death, or property damage caused by any activities conducted by the Tribe or Tribe Parties while on the Property, with coverage not less than Three Million Dollars (\$3,000,000) combined single limit per occurrence, which insurance shall name Grantor as an additional insured. The foregoing coverage limits shall be subject to commercially reasonable increases, as requested in writing by Grantor from time to time. A certificate of liability insurance shall be provided to Grantor upon request annually.

12. Remedies for Breach.

- a. **Generally.** In the event of a violation or threatened violation by either party of any term, condition or restriction contained in this Tribe Access Easement, the aggrieved party may, following notice to other party pursuant to the procedures outlined in this Section 12, pursue arbitration in accordance with the procedures set forth in Section 13 to enjoin and/or recover damages for such violation and/or to require the restoration of the Property to the condition that existed prior to such violation. All notices required by this section shall be in writing and shall contain a general description of the condition claimed by aggrieved party to be a violation and shall contain a reasonable and specific cure period by which the violation is to cease and the Property is to be restored to the condition that existed prior to the violation and/or the offending action is to cease. The notice shall be provided in accordance with Section 14. Within ten (10) days of the issuance of such notice, unless the violation has been resolved, the Parties shall meet and confer in good faith to determine what remedial action is necessary. Notwithstanding the foregoing, if a party reasonably determines that circumstances require immediate

action to prevent or mitigate significant damage to the Property, the party (a) may seek immediate injunction relief in the Superior Court of Sonoma County without complying with the notice provisions set forth above, (b) may pursue any and all remedies available under law without waiting for the cure period to expire. The Parties' rights under this Section 12 shall apply equally in the event of either actual or threatened violations of the terms of this Tribe Access Easement. The Parties agree that their respective remedies at law for any violation of the terms of this Tribe Access Easement are inadequate and that the aggrieved shall be entitled to injunctive relief, both prohibitive and mandatory and including specific performance, in addition to such other relief, including damages, to which the aggrieved party may be entitled, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies.

- b. **No Waiver.** Enforcement of the terms of this Tribe Access Easement shall be at the sole discretion of the aggrieved party, and any forbearance by either party to exercise its rights under this Tribe Access Easement in the event of any violation or threatened violation of any term of this Tribe Access Easement shall not be deemed or construed to be a waiver by that party of such term or of any subsequent violation or threatened violation of the same or any other term of this Tribe Access Easement. Any failure by either party to act shall not be deemed a waiver or forfeiture of that party's right to enforce any terms or conditions of this Tribe Access Easement in the future.
- c. **Remedies Nonexclusive.** Subject to the limitation requiring arbitration, the remedies set forth in this Section 12 are in addition to, and are not intended to displace, any other remedy available to either party as provided by this Tribe Access Easement or any other Applicable Law or Tribal law. Judicial remedies are specifically limited to the enforcement of a determination by an arbitrator pursuant as provided for in Section 13 below or as otherwise specified for seeking injunctive relief as provided for in Section 12.a. above.
- d. **Acts Beyond Grantor's Control.** Nothing contained in this Tribe Access Easement shall be construed to entitle the Tribe to bring any action against Grantor for any injury to or change in the Easement Area resulting from causes beyond Grantor's control, including, but not limited to, fire, flood, storm, and earth movement, or an unauthorized tortious or criminal act of a third party, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

13. Arbitration and Enforcement.

- a. **Generally.** If, after meeting and conferring in person, the Parties are unable to resolve a dispute, the aggrieved party may pursue arbitration. If the Parties are unable to agree upon an arbitrator, then Grantor and the Tribe shall each name one arbitrator, and the two arbitrators shall select a third arbitrator who shall be a retired United States District Court or California Superior Court judge; provided, however, if either party fails to select an arbitrator within fourteen (14) days of delivery of the request for arbitration, or if the two arbitrators fail to select a third

1420 Guerneville Road, Suite 1
Santa Rosa, CA 95403

GRANTOR: Save the Redwoods League
Attn: Chief Program Officer
111 Sutter Street, 11th Floor
San Francisco, CA 94104

COUNTY: Director
County of Sonoma County Department of Regional Parks
2300 County Center Dr. 120A
Santa Rosa, CA 95403

and when so addressed, shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the persons to whom notices, demands, requests, approvals, or other communications are to be given by giving notice pursuant to this section.

15. **Condemnation.** If Grantor receives written notice regarding an eminent domain action or potential acquisition by purchase in lieu of condemnation of all or part of the Property; whether by public, corporate, or other authority, so as to terminate this Tribe Access Easement in whole or in part, Grantor shall timely provide a copy of such notice to the Tribe to allow the Tribe to pursue any appropriate remedies against the condemning party.
16. **Compliance with Governmental Regulations.** All activities and uses on the Property by the Tribe and Tribe Parties shall be undertaken in a manner consistent with Applicable Law.
17. **Specified Third Party Beneficiary and Enforcement Rights; No Public Dedication or Public Access.**
 - a. Because Grantee's exercise of this Tribe Access Easement may impact the conservation values protected by the Conservation Easement, the District is a third-party beneficiary of Section 5.d affecting the Conservation Easement and Section 5.e affecting the Public Access Easement and is granted enforcement rights pursuant to Section 10, 12, and 13 herein with regard to any breach or enforcement of Sections 5.d and 5.e. Because Grantee's exercise of this Tribe Access Easement may impact the use of the public trail that is the subject of the Public Access Easement, the County is a third-party beneficiary of Sections 5.e and 6 affecting public access and is granted enforcement rights under the Public Access Easement, and Sections 10, 12, and 13 herein with regard to any breach or enforcement of Sections 5.e and 6. Unless the County or the District is explicitly identified as a party to a specific provision of this Tribe Access Easement, the terms of this agreement are applicable only to the Grantor and the Tribe.
 - b. Except as provided in this Section 17, nothing contained in this Tribe Access Easement shall be construed to create and the parties do not intend to create any rights in third parties. Nothing contained in this Tribe Access Easement shall be construed as granting, permitting, or affording the public access to any portion of the Property. Nothing contained

in this Tribe Access Easement shall be deemed to be a gift or dedication of any portion of the Property for use by the general public.

18. **Binding Effect; Successors and Assigns.** This Tribe Access Easement shall run with the land and shall be binding on and shall inure to the benefit of the heirs, administrators, successors, and assigns of Grantor and the Tribe. Notwithstanding the foregoing, the Tribe shall not have the right to assign this Tribe Access Easement to any other party. The Parties understand and agree that this Tribe Access Easement encumbers the Property. The Parties intend that this Tribe Access Easement shall run with the land and remain enforceable, as both an easement and a contract between the Parties, notwithstanding any future transfer of title, including but not limited to a transfer to the local, state, or federal government for the benefit of the Grantor. Notwithstanding the foregoing, the named Grantor's rights and obligations under this Tribe Access Easement shall terminate upon transfer of that Grantor's interest in the Easement Area and shall inure to the benefit of Grantor's successor, except that liability for acts or omissions occurring prior to transfer shall survive transfer.
19. **Subsequent Deeds and Leases.** Grantor agrees to give written notice to the Tribe of the conveyance of any interest in the Easement Area, or any application to convey any interest in the Easement Area, at least ten (10) days prior to any such conveyance or application. For purposes of this Section 19, short-term leases and mortgages (i.e., for terms of no greater than ten (10) years) shall not be considered a conveyance of an interest. These obligations of Grantor shall not be construed as a waiver or relinquishment by the Tribe of rights created in favor of the Tribe by this Tribe Access Easement, and the failure of Grantor to perform any act required by this Section 19 shall not be considered a breach of this Tribe Access Easement nor impair the validity of this Tribe Access Easement or limit its enforceability in any way.
20. **Applicable Law and Forum.** This Tribe Access Easement shall be construed and interpreted according to the substantive law of California and tribal law, excluding the law of conflicts.
21. **Entire Agreement.** This instrument sets forth the entire agreement of the parties with respect to this Tribe Access Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to this Tribe Access Easement, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in a written amendment executed by both parties and recorded in the Office of the Sonoma County Recorder. The consent of or execution by County to any amendment shall not be necessary unless the amendment (a) modifies Sections 5.f or 6 or affects closure of the public trail under the Public Access Easement or (b) will reduce Tribe's indemnity obligation or negatively affect Tribe's waiver of sovereign immunity in favor of County. The consent of or execution by District to any amendment shall not be necessary unless the amendment (a) modifies Section 5.d or 5.e or (b) will reduce Tribe's indemnity obligation or negatively affect Tribe's waiver of sovereign immunity in favor of District.
22. **Severability.** In the event any provision of this Tribe Access Easement is determined by the appropriate court to be void and unenforceable, all remaining terms and conditions

shall remain valid and binding. If the application of any provision of this Tribe Access Easement is found to be invalid or unenforceable as to any particular person or circumstance, the application of such provisions to persons or circumstances, other than those as to which it is found to be invalid, shall not be affected thereby.

23. **Effective Date.** This Tribe Access Easement shall be effective as of the date of its recording in the public records of Sonoma County.
24. **No Forfeiture.** Nothing contained in this Tribe Access Easement shall result in a forfeiture or reversion of Grantor's title in any respect.
25. **Recitals and Exhibits.** The Recitals to this Tribe Access Easement are integral and operative provisions of this Tribe Access Easement and are incorporated in and made a part hereof. The following exhibits are attached hereto and incorporated herein:
 - A. Property Legal Description
 - B. Depiction of Easement Area
 - C. Conservation Easement
 - D. Tribal Resolution Waiving Tribal Immunity pursuant to Section 10, above, and authorizing execution of this Tribe Access Easement including defining "Ceremonial Activities" as set forth in Section 3.a, above.
26. **Definitions; Interpretation; Section Headings.** The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The term "person" includes the plural as well as the singular and individuals, firms, associations, partnerships, tribes, and corporations. The term "Tribe Access Easement" means this Tribe Access Easement, and the exhibits and any addenda attached hereto, as the same may from time to time be supplemented, amended or modified. Words used in any gender include other genders. The language in all parts of this Tribe Access Easement shall be construed according to its normal and usual meaning and not strictly for or against either Grantor or the Tribe. The paragraph headings of this Tribe Access Easement are for convenience of reference only and shall have no effect upon the construction or interpretation of any provision hereof.
27. **Counterparts.** This Tribe Access Easement may be executed in two counterparts, each of which shall be deemed an original and both of which together shall constitute one and the same agreement.

[Signatures follow on next page.]

IN WITNESS WHEREOF, GRANTOR and TRIBE have executed this Tribe Access Easement this day of _____, 2018.

GRANTOR:

Save the Redwoods League,

By: _____

Name: Samuel M. Hodder

Title: President & Chief Executive Officer

TRIBE:

By: _____

Name: Reno Franklin

Title: Tribal Chairman

COUNTY:

County of Sonoma,
a political subdivision of the State of California

By: _____

Name: _____

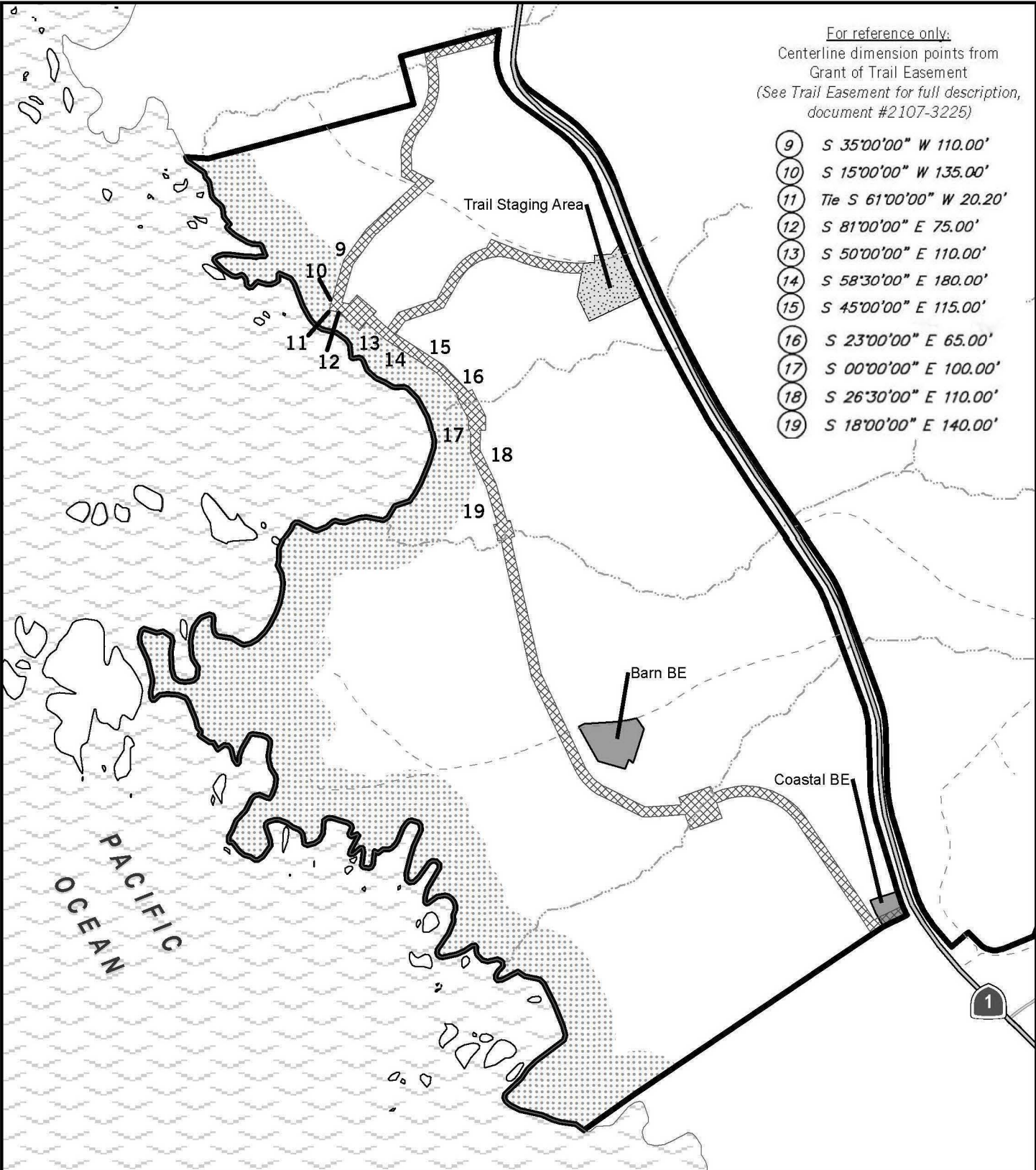
Title: Chair, Sonoma County Board of Supervisors

Exhibit A
Property Legal Description

Exhibit B
Conservation Easement

Exhibit C
Depiction of Easement Area

Exhibit D
Resolution Waiving Tribal Immunity

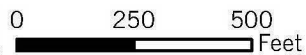


Stewart's Point Ranch Cultural Access Easement Map

Save The Redwoods
LEAGUE

- Property Boundary **
- Cultural Access Easement:
150ft from bluff
200ft next to Point
- Perennial Waterway
- Intermittent Stream
- Highway
- Ranch Road
- Building Envelope *
- Trail Easement
- Trail Staging Area

Refer to section 1, 5, & 7(a) for more information of the location of the Cultural Access Easement.
Sources: Sonoma County Agricultural Preservation and Open Space District; SoCo GIS (roads, parcels); Save the Redwoods League (ranch roads); NASA/WSI/UMD/Tukman (streams). This map is for illustrative purposes only and is not intended to be a definitive property description.



* Identified in Conservation Easement.
** Property boundary extends to ordinary high water mark.

Map Date: 2/16/2018





County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors of Sonoma County

Board Agenda Date: March 13, 2018

Vote Requirement: Majority

Department or Agency Name(s): Sheriff's Office

Staff Name and Phone Number:

Melissa MacDonald, 565-3922

Supervisorial District(s):

All Supervisorial Districts

Title: 2018 Domestic Cannabis Eradication/Suppression Program Letter of Agreement

Recommended Actions:

Authorize the Sheriff to execute the 2018 Domestic Cannabis Eradication/Suppression Program Letter of Agreement and any Amendments that do not substantially alter the scope of the Agreement with the Drug Enforcement Administration, in the amount of \$56,000, to support efforts related to eradicating illegal cannabis activity in Sonoma County.

Executive Summary:

Upon execution of the Letter of Agreement, the Sheriff's Office will receive up to \$56,000 for illegal cannabis suppression and eradication activities during the period of October 1, 2017 to September 30, 2018 from the Drug Enforcement Administration's 2018 Domestic Cannabis Eradication/Suppression Program. The grant will offset expenditures associated with deputy overtime, expendable and non-expendable equipment, aircraft rental, and training/travel costs. The Sheriff's Office will recognize the revenue in the FY 18-19 fiscal year.

Discussion:

The Sheriff's Office received the 2018 Domestic Cannabis Eradication/Suppression Program Letter of Agreement from the Drug Enforcement Administration on January 10, 2018. The Sheriff's Office has been awarded a \$56,000 grant; funds are expected to be fully expended over the 12-month grant period of October 1, 2017 to September 30, 2018, with peak illegal cannabis eradication season typically occurring during the months of August through October. The funding is awarded based on operational need and historic activity.

The 2018 award of \$56,000 represents an increase in grant funds from the 2017 grant year. During the 2017 grant year, 82% of the funding went toward overtime expenditures, and the remaining 18% was spent on gear and container rental. Although the 2018 award is higher than the amount received in 2017, the \$56,000 represents a sharp reduction from the \$120,000 received in prior years. Domestic Cannabis Eradication/Suppression Program recipients received notification from the Drug Enforcement

Administration in November 2015 that funding for the program had been drastically reduced. The federal government continues to consider cannabis to be a controlled substance, although there is growing public acceptance of cannabis use, as reflected in the passage of California's Proposition 64, which legalized recreational cannabis use. At this time it is unknown whether the Sheriff's Office will continue to receive funding from the Domestic Cannabis Eradication/Suppression Program in future years and if so, at what level.

Since 1995, the Sheriff's Office has received grants from Domestic Cannabis Eradication/Suppression Program to support the Sheriff's illegal cannabis suppression efforts. Grant funds are administered by the Drug Enforcement Administration and are specifically designated to cover illegal cannabis eradication efforts.

In 2017, the Sheriff's Office's Narcotics Unit was disbanded as a result of funding constraints and necessary budget reductions. Lack of assigned personnel requires overtime from detectives in other investigative units to handle narcotics cases that arise. Various laws have been implemented which allow for the use of cannabis recreationally under specific circumstances to include retail sales. Laws have also reduced the sale, transportation, and cultivation of cannabis to low level misdemeanors and infractions, leaving the industry ripe for black market and out-of-state diversion. The Sheriff's Office anticipates that illegal cannabis cultivators, sellers, and butane honey oil manufacturers will take advantage of lack of enforcement and oversight to benefit financially. More commercial operations will likely result in higher incidents of theft, robbery, and other violent crime. Funding provided by the Domestic Cannabis Eradication/Suppression Program provides additional resources to support illegal cannabis-related investigations.

\$56,000 is available to the Sheriff's Office for expenditures incurred during the period of October 1, 2017 through September 30, 2018. However, the Sheriff's Office will not recognize the revenue or expenditures until the FY 18-19 fiscal year. The grant will offset expenditures associated with deputy overtime, expendable and non-expendable equipment, aircraft rental, and training/travel costs, which have historically been approved by the Drug Enforcement Administration.

Prior Board Actions:

Board approval of agreements for the Domestic Cannabis Eradication/Suppression Program for the past twenty fiscal years (FY 96-97 through FY 13-14), most recently on April 11, 2017.

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

This agreement for Domestic Cannabis Eradication/Suppression Program will promote a safer community by providing funds that enable the Sheriff's Office to continue disruption of illegal cannabis activity in Sonoma County.

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses	\$40,000	\$56,000	
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal	\$40,000	\$56,000	
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	\$40,000	\$56,000	
Narrative Explanation of Fiscal Impacts:			
No matching funds are required for Domestic Cannabis Eradication/Suppression Program participation. Revenues and expenditures for the 2018 Domestic Cannabis Eradication/Suppression Program funding are included in the Sheriff's Office FY 18-19 recommended budget in the amount of \$56,000.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
N/A			
Attachments:			
2018 Domestic Cannabis Eradication/Suppression Program Letter of Agreement			
Related Items "On File" with the Clerk of the Board:			



U.S. Department of Justice
Drug Enforcement Administration

www.dea.gov

Springfield, Virginia 22152

Agreement Number 2018-48

This Letter of Agreement (LOA) is entered into between the **SONOMA COUNTY SHERIFF'S OFFICE**, hereinafter referred to as (**THE AGENCY**), and the DRUG ENFORCEMENT ADMINISTRATION (DEA) OF THE UNITED STATES DEPARTMENT OF JUSTICE (DOJ), hereinafter referred to as DEA, in reference to the following:

There is evidence that trafficking in marijuana (illicit cannabis) has a substantial and detrimental effect on the health and general welfare of the people of the *State of California*. The parties hereto agree that it is to their mutual benefit to cooperate in locating and eradicating illicit cannabis plants and to investigate and prosecute those cases before the courts of the United States (U.S.) and the courts of the *State of California*. DEA, pursuant to the authority of 21 U.S.C. § 873, proposes to provide certain necessary funds and **THE AGENCY** is desirous of securing funds.

NOW, therefore, in consideration of the mutual covenants hereinafter contained, the parties hereto have agreed as follows:

1. **THE AGENCY** will, with its own law enforcement personnel and employees, as hereinafter specified, perform the activities and duties described below:
 - a. Gather and report intelligence data relating to the illicit cultivation, possession, and distribution of illicit cannabis.
 - b. Investigate and report instances involving the trafficking in controlled substances.
 - c. Provide law enforcement personnel for the eradication of illicit cannabis located within the *State of California*.
 - d. Make arrests and refer to the appropriate prosecutorial authority cases for prosecution under controlled substances laws and other criminal laws.
 - e. Send required samples of eradicated illicit cannabis to the National Institute on Drug Abuse (NIDA) Potency Monitoring Project.
 - f. **MANDATORY requirement for THE AGENCY to utilize the Web-based DEA internet Capability Endeavor(DICE) or if applicable the Firebird based DEA Analysis/Response Tracking System (DARTS) to report all statistics and seizures per incident, to include the submission of significant items for de-confliction and information sharing purposes.**
 - g. Submit to DEA quarterly expenditure reports.

2. It is understood and agreed by the parties to this Agreement that the activities described in Sub-paragraphs a, b, c, d, e, f, and g of paragraph one shall be accomplished with existing personnel, and that the scope of **THE AGENCY's** program with respect to those activities by such personnel shall be solely at **THE AGENCY's** discretion, subject to appropriate limitations contained in the budget adopted by **THE AGENCY**, except that **THE AGENCY** understands and agrees that DEA funds and the result of expended funds (e.g. equipment, supplies and other resources) must be directly related to and must only be used for marijuana eradication program activities in a manner consistent with the Controlled Substances Act (CSA), 21 U.S.C. § 801 et seq.

DEA will pay to **THE AGENCY** Federal funds in the amount of **FIFTY SIX THOUSAND DOLLARS (\$56,000.00)** for the period of October 1, 2017 to September 30, 2018, to defray costs relating to the eradication and suppression of illicit cannabis.

3. These Federal funds shall only be used for the eradication of illicit cannabis as provided in this agreement. **THE AGENCY** understands and agrees that Federal funds provided to **THE AGENCY** under this Agreement will not be used to defray costs relating to herbicidal eradication of illicit cannabis without the advance written consent of DEA. DCE/SP funding is provided for the storage, protection, and destruction of illicit cultivated marijuana. Funding is not provided nor expenditures allowed for the development of technology to assist with the identification of indoor and/or outdoor growing sites. Additionally funding and expenditures are not permitted for the eradication of "Ditch Weed". **THE AGENCY** understands and agrees that Federal funds will not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA; or (vi) the purchase of evidence and the purchase of information. The result of expended funds (e.g. equipment, supplies and other resources) must be directly related to and must only be used for marijuana eradication activities. While using the Federal funds provided to **THE AGENCY** under this Agreement for activities on Federal land, **THE AGENCY** agrees to notify the appropriate local office of the U.S. Department of Agriculture, (Forest Service) and the U.S. Department of the Interior (Bureau of Land Management, National Park Service, Fish and Wildlife Service, Bureau of Indian Affairs, and/or Bureau of Reclamation) of **THE AGENCY's** presence on Federal land.

4. The Federal funds provided to **THE AGENCY** are primarily intended for payment of deputies'/officers' overtime while those deputies and officers are directly engaged in the illicit cannabis eradication process, **(per DOJ policy, the annual maximum overtime reimbursement rate is based on the current year General Pay Scale / rest of the United States and cannot exceed 25% of a GS-12, Step 1; the funds shall only be used to pay the**

normal overtime rate, i.e. time and a half. The overtime reimbursement rate “shall not include any cost for benefits, such as retirement, FICA, or other expenses”, which is specifically prohibited by DOJ) and for per diem and other direct costs related to the actual conduct of illicit cannabis eradication. Examples of such costs includes rental of aircraft, fuel for aircraft, and minor repairs and maintenance necessitated by use to support illicit cannabis eradication. These Federal funds are not intended as a primary source of funding for the purchase of equipment, supplies, or other resources. When Domestic Cannabis Eradication Suppression Program (DCE/SP) funds are used to purchase supplies, equipment, or other resources, those items must be directly related to and must only be used for marijuana eradication activities and may not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA. Under Section 524 (c) (1) (D)1 of title 28, United States Code, states that the Assets Forfeiture Fund may be used for payment of overtime salaries, travel, fuel, training, equipment, and other similar costs of State or local law enforcement officers that are incurred in a joint law enforcement operation with a Federal law enforcement agency participating in the Fund”. [Agency Initials _____]

All purchases of equipment, supplies and other resources must be requested in writing, *through* the respective DEA Division, *to the Investigative Support Section (OMS)*. Requests must include manufacturer specifications and pricing of the item (including tax, if applicable) to be purchased. OMS will notify the state/local agency whether or not the purchase has been approved. [Agency Initials _____] Expenditures for equipment, supplies, and other resources should not exceed 10% of the total Federal funds awarded. Although equipment, supplies, and other resources may be specifically itemized in the Operation Plan, **are not automatically approved for purchase.** [Agency Initials _____] All requests for purchases must be received in HQ/OMS by July 15th. Exemptions to any of these requirements must have prior HQ/OMS approval.

Per the DOJ, none of the funds allocated to you may be used to purchase promotional items, gifts, mementos, tokens of appreciation, or other similar items. Prohibited purchases include items justified as training aids if they are embossed, engraved or printed with **THE AGENCY** or program logos. Additionally, the use of DCE/SP funds for Demand Reduction expenses is no longer authorized.

5. In compliance with Section 623 of Public Law 102-141, **THE AGENCY** agrees that no amount of these funds shall be used to finance the acquisition of goods or services unless **THE AGENCY**:

- (a) Specifies in any announcement of the awarding of the contract for the procurement of the goods and services involved the amount of Federal funds that will be used to finance the acquisition; and

- (b) Expresses the amount announced pursuant to paragraph (a) as a percentage of the total cost of the planned acquisition.

The above requirements only apply to procurements for goods or services that have an aggregate value of \$500,000 or more. Any goods or services acquired under this provision of the agreement must be directly related to and must only be used for marijuana eradication activities and may not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.

6. If DEA approves the purchase of supplies (all tangible personal property other than “equipment” as defined by 28 C.F.R. § 66.32/66.33), and there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate fair market value upon termination or completion of this Agreement, and if the supplies are not needed for any other federally sponsored programs or projects, **THE AGENCY** shall compensate DEA for DEA’s share and in any case the supplies will not be used directly or indirectly to support any state, county or local entity that authorizes cultivating marijuana or has direct oversight or regulatory responsibilities for a state authorized marijuana program. **THE AGENCY** agrees that any unused supplies not exceeding \$5,000 in total aggregate fair market value upon termination or completion of this Agreement will either be used for the marijuana eradication activities, returned to DEA, or destroyed, but in any case will not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.

7. If DEA approves the purchase of equipment (tangible, non-expendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit) for the use of **THE AGENCY**’s personnel engaged in illicit cannabis eradication under this Agreement, **THE AGENCY** will use, manage, and dispose of the equipment in accordance with 28 C.F.R. § 66.32/66.33, except that in no case, regardless of useful life and acquisition cost, will the equipment be used directly or indirectly to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to

the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.

8. Payment by DEA to **THE AGENCY** will be in accordance with a schedule determined by DEA and said payment will be made pursuant to the execution by **THE AGENCY** of a Request for Advance or Reimbursement (SF-270) and receipt of same by DEA. However, no funds will be paid by DEA to **THE AGENCY** under this Agreement until DEA has received to its satisfaction an accounting of the expenditures of all funds paid to **THE AGENCY** during the previous year Agreement. The final/closeout expenditure report will be documented on a Financial Status Report (SF-425) and July thru September (FINAL) Accounting Form.

9. It is understood and agreed by **THE AGENCY** that, in return for DEA's payment to **THE AGENCY** for Federal funds, **THE AGENCY** will comply with all applicable Federal statutes, regulations, guidance, and orders, including previous OMB guidance under OMB **Circular A-102** (Grants and Cooperative Agreements With State and Local Governments), OMB **Circular A-87** (Cost Principles for State, Local and Indian Tribal Governments), and [OMB Circular A-133](#) (Audits of States, Local Governments and Non-Profit Organizations), which have been combined in 2 CFR 200, effective December 26, 2014. In addition, 2 C.F.R. Part 2867 (Non-Procurement Debarment and Suspension), 28 C.F.R. Part 83 (Drug-Free Workplace Act common rule), 28 C.F.R. Part 69 (Byrd Anti-Lobbying Amendment common rule) specifically apply. (Note: The LOA is reimbursable agreement, not a grant; therefore for purposes of the DCE/SP, DEA requires an audit completed regardless of the threshold amount listed in 2 CFR 200. The DCE/SP does not have an assigned Catalog of Federal of Domestic Assistance (CFDA) number. Audits can be conducted without a CFDA number. The auditor must send an email to the Federal Audit Clearinghouse erd.fac@bus.usdoj.gov with their agency's name and EIN number and the information will be forwarded to them. In conjunction with the beginning date of the award, the audit report period of **THE AGENCY** under the single audit requirement is **FY-18 (10/01/2017 through 09/30/2018)**).

10. **THE AGENCY** acknowledges that arrangements have been made for any required financial and compliance audits and audits will be made within the prescribed audit reporting cycle. **THE AGENCY** understands that failure to furnish an acceptable audit as determined by the cognizant Federal agency may be a basis for denial of future Federal funds and/or refunding of Federal funds and may be a basis for limiting **THE AGENCY** to payment by reimbursement on a cash basis. **THE AGENCY** further understands that its use of DEA funds or the result of expended DEA funds (e.g. equipment, supplies and other resources) for any use other than the marijuana eradication program activities, including but not limited to its use directly or indirectly to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such

licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA, will be a basis for denial of future Federal funds and/or refunding of Federal funds and may be a basis for limiting **THE AGENCY** to payment by reimbursement on a cash basis.

11. **THE AGENCY** shall maintain complete and accurate reports, records, and accounts of all obligations and expenditures of DEA funds under this Agreement in accordance with generally accepted government accounting principles and in accordance with state laws and procedures for expending and accounting for its own funds. **THE AGENCY** shall further maintain its records of all obligations and expenditures of DEA funds under this Agreement in accordance with all instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

12. **THE AGENCY** shall permit and have available for examination and auditing by DEA, the U.S. Department of Justice Office of Inspector General, the Government Accountability Office, and any of their duly authorized agents and representatives, any and all investigative reports, records, documents, accounts, invoices, receipts, and expenditures relating to this Agreement. In addition, **THE AGENCY** will maintain all such foregoing reports and records for three years after termination of this Agreement or until after all audits and examinations are completed and resolved, whichever is longer.

13. **THE AGENCY** agrees that an authorized officer or employee will execute and return to the DEA Regional Contractor, the LOA; Request for Advance or Reimbursement (SF-270); Electronic Funds Transfer Memorandum; Certifications Regarding Lobbying; Debarment, Suspension, & Other Responsibility Matters; Drug Free Workplace Requirements (OJP Form 406 1/6); and the Assurances (OJP Form 4000/3). **THE AGENCY** acknowledges that this Agreement will not take effect and that no Federal funds will be awarded by DEA until DEA receives the completed LOA package.

14. Employees of **THE AGENCY** shall at no time be considered employees of the U.S. Government or DEA for any purpose, nor will this Agreement establish an agency relationship between **THE AGENCY** and DEA.

15. **THE AGENCY** shall be responsible for the acts or omissions of **THE AGENCY's** personnel. **THE AGENCY** and **THE AGENCY's** employees shall not be considered as the agent of any other participating entity. Nothing herein is intended to waive or limit sovereign immunity under other federal or state statutory or constitutional authority. This Agreement creates no liability on the part of the DEA, its agents or employees, or the U.S. Government for any claims, demands, suits, liabilities, or causes of action of whatever kind and designation, and wherever located in the **State of California** resulting from the DCE/SP funded by DEA.

16. **THE AGENCY** shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the U.S. Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H, and I.

17. Within ten (10) days after termination of the Agreement, **THE AGENCY** will prepare an July thru September (FINAL) Accounting Form and a Financial Status Report SF-425, itemizing the breakdown of final expenditures. The July thru September (FINAL) Accounting Form and the SF-425, along with a refund check, payable to DEA funds not obligated or expended funds which were advanced by DEA pursuant to this Agreement, will be returned to the DEA Regional Contractor by October 14th.

18. Upon submission of the July thru September (FINAL) Accounting Form and Financial Status Report SF- 425 to your regional contractor for the preceding year, a copy of the general ledger and the underlying supporting documentation reflecting the expenditures for equipment in excess of \$2,500, that was previously approved by OMS, and the expenses associated with the rental or leasing of vehicles or aircraft must be attached.

19. The duration of this Agreement shall be as specified in Paragraph 2, except that this Agreement may be terminated by either party after 30 day written notice to the other party. All obligations that are outstanding on the above prescribed termination date or on the date of any thirty (30) day notice of termination shall be liquidated by **THE AGENCY** within sixty (60) days thereof, in which event DEA will only be liable for obligations incurred by **THE AGENCY** during the terms of this Agreement. In no event shall **THE AGENCY** incur any new obligations during the period of notice of termination. **THE AGENCY** shall return to DEA all unexpended funds forthwith after the sixty (60) day liquidation period. In the event that the agreement is terminated, any DEA funds that have been obligated or expended and the result of expended funds (e.g. equipment, supplies and other resources) will be used and disposed of in accordance with the provisions of this agreement.

20. **THE AGENCY** must be registered in the System for Award Management (SAM) to receive payment of Federal funds. There are two steps to registering in SAM. **First, THE AGENCY** must have a Data Universal Numbering System (DUNS) number. [A “+4 extension” to a DUNS number (DUNS+4) is required when there is a need for more than one bank/electronic funds transfer account for a location.] A DUNS number may be obtained via the internet (<http://fedgov.dnb.com/webform>) or by phone (U.S. and U.S. Virgin Islands: 1-866-705-5711; Alaska and Puerto Rico: 1-800-234-3867). **Second, THE AGENCY** must then register with SAM via the internet SAM www.sam.gov. Questions regarding the internet registration process may be directed to 1-866-606-8220 (follow the prompts for SAM). Both the DUNS number and registration in SAM are free of charge.

Note: It is THE AGENCY’s responsibility to update their SAM registration annually or whenever a change occurs.

THE AGENCY's current DUNS No. is 133144852.

THE AGENCY's opportunity to enter into this Agreement with DEA and to receive the Federal funds expires ninety days from date of issuance. Agreement issued on January 9, 2018.

THE SONOMA COUNTY SHERIFF'S OFFICE

Printed Name & Signature: _____ **(Blue Ink Only)**

Title: _____ Date: _____

Agency, please submit original signed LOA & associated paperwork to your DEA Regional Contractor.

DRUG ENFORCEMENT ADMINISTRATION

Printed Name & Signature: _____ **(Blue Ink Only)**

Special Agent in Charge - San Francisco Field Division Date: _____

SAC, please submit original signed LOA & associated paperwork to your Fiscal Office.

DEA DIVISIONAL FISCAL CLERK MUST INPUT INTO UFMS & COMPLETE THE BOTTOM OF THIS SECTION

ACCOUNTING CLASSIFICATION/OBLIGATION NUMBER:

2018/AFF-B-OP/OM/8210000/DEA-JLE/DCE: _____

UFMS Input Date: _____ DNC No. _____

DNO No. _____ DDP No. _____

Printed Name: _____ Signature: _____

Fiscal, please submit original signed LOA & associated paperwork to your DEA Regional Contractor.



**U.S. Department of Justice
Drug Enforcement Administration**

www.dea.gov

Springfield, Virginia 22152

Agreement Number 2018-48

This Letter of Agreement (LOA) is entered into between the **SONOMA COUNTY SHERIFF'S OFFICE**, hereinafter referred to as (**THE AGENCY**), and the DRUG ENFORCEMENT ADMINISTRATION (DEA) OF THE UNITED STATES DEPARTMENT OF JUSTICE (DOJ), hereinafter referred to as DEA, in reference to the following:

There is evidence that trafficking in marijuana (illicit cannabis) has a substantial and detrimental effect on the health and general welfare of the people of the *State of California*. The parties hereto agree that it is to their mutual benefit to cooperate in locating and eradicating illicit cannabis plants and to investigate and prosecute those cases before the courts of the United States (U.S.) and the courts of the *State of California*. DEA, pursuant to the authority of 21 U.S.C. § 873, proposes to provide certain necessary funds and **THE AGENCY** is desirous of securing funds.

NOW, therefore, in consideration of the mutual covenants hereinafter contained, the parties hereto have agreed as follows:

1. **THE AGENCY** will, with its own law enforcement personnel and employees, as hereinafter specified, perform the activities and duties described below:
 - a. Gather and report intelligence data relating to the illicit cultivation, possession, and distribution of illicit cannabis.
 - b. Investigate and report instances involving the trafficking in controlled substances.
 - c. Provide law enforcement personnel for the eradication of illicit cannabis located within the *State of California*.
 - d. Make arrests and refer to the appropriate prosecutorial authority cases for prosecution under controlled substances laws and other criminal laws.
 - e. Send required samples of eradicated illicit cannabis to the National Institute on Drug Abuse (NIDA) Potency Monitoring Project.
 - f. **MANDATORY requirement for THE AGENCY to utilize the Web-based DEA internet Capability Endeavor(DICE) or if applicable the Firebird based DEA Analysis/Response Tracking System (DARTS) to report all statistics and seizures per incident, to include the submission of significant items for de-confliction and information sharing purposes.**
 - g. Submit to DEA quarterly expenditure reports.

2. It is understood and agreed by the parties to this Agreement that the activities described in Sub-paragraphs a, b, c, d, e, f, and g of paragraph one shall be accomplished with existing personnel, and that the scope of **THE AGENCY's** program with respect to those activities by such personnel shall be solely at **THE AGENCY's** discretion, subject to appropriate limitations contained in the budget adopted by **THE AGENCY**, except that **THE AGENCY** understands and agrees that DEA funds and the result of expended funds (e.g. equipment, supplies and other resources) must be directly related to and must only be used for marijuana eradication program activities in a manner consistent with the Controlled Substances Act (CSA), 21 U.S.C. § 801 et seq.

DEA will pay to **THE AGENCY** Federal funds in the amount of **FIFTY SIX THOUSAND DOLLARS (\$56,000.00)** for the period of October 1, 2017 to September 30, 2018, to defray costs relating to the eradication and suppression of illicit cannabis.

3. These Federal funds shall only be used for the eradication of illicit cannabis as provided in this agreement. **THE AGENCY** understands and agrees that Federal funds provided to **THE AGENCY** under this Agreement will not be used to defray costs relating to herbicidal eradication of illicit cannabis without the advance written consent of DEA. DCE/SP funding is provided for the storage, protection, and destruction of illicit cultivated marijuana. Funding is not provided nor expenditures allowed for the development of technology to assist with the identification of indoor and/or outdoor growing sites. Additionally funding and expenditures are not permitted for the eradication of "Ditch Weed". **THE AGENCY** understands and agrees that Federal funds will not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA; or (vi) the purchase of evidence and the purchase of information. The result of expended funds (e.g. equipment, supplies and other resources) must be directly related to and must only be used for marijuana eradication activities. While using the Federal funds provided to **THE AGENCY** under this Agreement for activities on Federal land, **THE AGENCY** agrees to notify the appropriate local office of the U.S. Department of Agriculture, (Forest Service) and the U.S. Department of the Interior (Bureau of Land Management, National Park Service, Fish and Wildlife Service, Bureau of Indian Affairs, and/or Bureau of Reclamation) of **THE AGENCY's** presence on Federal land.

4. The Federal funds provided to **THE AGENCY** are primarily intended for payment of deputies'/officers' overtime while those deputies and officers are directly engaged in the illicit cannabis eradication process, **(per DOJ policy, the annual maximum overtime reimbursement rate is based on the current year General Pay Scale / rest of the United States and cannot exceed 25% of a GS-12, Step 1; the funds shall only be used to pay the**

normal overtime rate, i.e. time and a half. The overtime reimbursement rate “shall not include any cost for benefits, such as retirement, FICA, or other expenses”, which is specifically prohibited by DOJ) and for per diem and other direct costs related to the actual conduct of illicit cannabis eradication. Examples of such costs includes rental of aircraft, fuel for aircraft, and minor repairs and maintenance necessitated by use to support illicit cannabis eradication. These Federal funds are not intended as a primary source of funding for the purchase of equipment, supplies, or other resources. When Domestic Cannabis Eradication Suppression Program (DCE/SP) funds are used to purchase supplies, equipment, or other resources, those items must be directly related to and must only be used for marijuana eradication activities and may not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA. Under Section 524 (c) (1) (D)1 of title 28, United States Code, states that the Assets Forfeiture Fund may be used for payment of overtime salaries, travel, fuel, training, equipment, and other similar costs of State or local law enforcement officers that are incurred in a joint law enforcement operation with a Federal law enforcement agency participating in the Fund”. [Agency Initials _____]

All purchases of equipment, supplies and other resources must be requested in writing, *through* the respective DEA Division, *to the Investigative Support Section (OMS)*. Requests must include manufacturer specifications and pricing of the item (including tax, if applicable) to be purchased. OMS will notify the state/local agency whether or not the purchase has been approved. [Agency Initials _____] Expenditures for equipment, supplies, and other resources should not exceed 10% of the total Federal funds awarded. Although equipment, supplies, and other resources may be specifically itemized in the Operation Plan, **are not automatically approved for purchase.** [Agency Initials _____] All requests for purchases must be received in HQ/OMS by July 15th. Exemptions to any of these requirements must have prior HQ/OMS approval.

Per the DOJ, none of the funds allocated to you may be used to purchase promotional items, gifts, mementos, tokens of appreciation, or other similar items. Prohibited purchases include items justified as training aids if they are embossed, engraved or printed with **THE AGENCY** or program logos. Additionally, the use of DCE/SP funds for Demand Reduction expenses is no longer authorized.

5. In compliance with Section 623 of Public Law 102-141, **THE AGENCY** agrees that no amount of these funds shall be used to finance the acquisition of goods or services unless **THE AGENCY**:

- (a) Specifies in any announcement of the awarding of the contract for the procurement of the goods and services involved the amount of Federal funds that will be used to finance the acquisition; and

- (b) Expresses the amount announced pursuant to paragraph (a) as a percentage of the total cost of the planned acquisition.

The above requirements only apply to procurements for goods or services that have an aggregate value of \$500,000 or more. Any goods or services acquired under this provision of the agreement must be directly related to and must only be used for marijuana eradication activities and may not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.

6. If DEA approves the purchase of supplies (all tangible personal property other than “equipment” as defined by 28 C.F.R. § 66.32/66.33), and there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate fair market value upon termination or completion of this Agreement, and if the supplies are not needed for any other federally sponsored programs or projects, **THE AGENCY** shall compensate DEA for DEA’s share and in any case the supplies will not be used directly or indirectly to support any state, county or local entity that authorizes cultivating marijuana or has direct oversight or regulatory responsibilities for a state authorized marijuana program. **THE AGENCY** agrees that any unused supplies not exceeding \$5,000 in total aggregate fair market value upon termination or completion of this Agreement will either be used for the marijuana eradication activities, returned to DEA, or destroyed, but in any case will not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.

7. If DEA approves the purchase of equipment (tangible, non-expendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit) for the use of **THE AGENCY**’s personnel engaged in illicit cannabis eradication under this Agreement, **THE AGENCY** will use, manage, and dispose of the equipment in accordance with 28 C.F.R. § 66.32/66.33, except that in no case, regardless of useful life and acquisition cost, will the equipment be used directly or indirectly to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to

the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.

8. Payment by DEA to **THE AGENCY** will be in accordance with a schedule determined by DEA and said payment will be made pursuant to the execution by **THE AGENCY** of a Request for Advance or Reimbursement (SF-270) and receipt of same by DEA. However, no funds will be paid by DEA to **THE AGENCY** under this Agreement until DEA has received to its satisfaction an accounting of the expenditures of all funds paid to **THE AGENCY** during the previous year Agreement. The final/closeout expenditure report will be documented on a Financial Status Report (SF-425) and July thru September (FINAL) Accounting Form.

9. It is understood and agreed by **THE AGENCY** that, in return for DEA's payment to **THE AGENCY** for Federal funds, **THE AGENCY** will comply with all applicable Federal statutes, regulations, guidance, and orders, including previous OMB guidance under OMB **Circular A-102** (Grants and Cooperative Agreements With State and Local Governments), OMB **Circular A-87** (Cost Principles for State, Local and Indian Tribal Governments), and [OMB Circular A-133](#) (Audits of States, Local Governments and Non-Profit Organizations), which have been combined in 2 CFR 200, effective December 26, 2014. In addition, 2 C.F.R. Part 2867 (Non-Procurement Debarment and Suspension), 28 C.F.R. Part 83 (Drug-Free Workplace Act common rule), 28 C.F.R. Part 69 (Byrd Anti-Lobbying Amendment common rule) specifically apply. (Note: The LOA is reimbursable agreement, not a grant; therefore for purposes of the DCE/SP, DEA requires an audit completed regardless of the threshold amount listed in 2 CFR 200. The DCE/SP does not have an assigned Catalog of Federal of Domestic Assistance (CFDA) number. Audits can be conducted without a CFDA number. The auditor must send an email to the Federal Audit Clearinghouse erd.fac@bus.usdoj.gov with their agency's name and EIN number and the information will be forwarded to them. In conjunction with the beginning date of the award, the audit report period of **THE AGENCY** under the single audit requirement is **FY-18 (10/01/2017 through 09/30/2018)**).

10. **THE AGENCY** acknowledges that arrangements have been made for any required financial and compliance audits and audits will be made within the prescribed audit reporting cycle. **THE AGENCY** understands that failure to furnish an acceptable audit as determined by the cognizant Federal agency may be a basis for denial of future Federal funds and/or refunding of Federal funds and may be a basis for limiting **THE AGENCY** to payment by reimbursement on a cash basis. **THE AGENCY** further understands that its use of DEA funds or the result of expended DEA funds (e.g. equipment, supplies and other resources) for any use other than the marijuana eradication program activities, including but not limited to its use directly or indirectly to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such

licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA, will be a basis for denial of future Federal funds and/or refunding of Federal funds and may be a basis for limiting **THE AGENCY** to payment by reimbursement on a cash basis.

11. **THE AGENCY** shall maintain complete and accurate reports, records, and accounts of all obligations and expenditures of DEA funds under this Agreement in accordance with generally accepted government accounting principles and in accordance with state laws and procedures for expending and accounting for its own funds. **THE AGENCY** shall further maintain its records of all obligations and expenditures of DEA funds under this Agreement in accordance with all instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

12. **THE AGENCY** shall permit and have available for examination and auditing by DEA, the U.S. Department of Justice Office of Inspector General, the Government Accountability Office, and any of their duly authorized agents and representatives, any and all investigative reports, records, documents, accounts, invoices, receipts, and expenditures relating to this Agreement. In addition, **THE AGENCY** will maintain all such foregoing reports and records for three years after termination of this Agreement or until after all audits and examinations are completed and resolved, whichever is longer.

13. **THE AGENCY** agrees that an authorized officer or employee will execute and return to the DEA Regional Contractor, the LOA; Request for Advance or Reimbursement (SF-270); Electronic Funds Transfer Memorandum; Certifications Regarding Lobbying; Debarment, Suspension, & Other Responsibility Matters; Drug Free Workplace Requirements (OJP Form 406 1/6); and the Assurances (OJP Form 4000/3). **THE AGENCY** acknowledges that this Agreement will not take effect and that no Federal funds will be awarded by DEA until DEA receives the completed LOA package.

14. Employees of **THE AGENCY** shall at no time be considered employees of the U.S. Government or DEA for any purpose, nor will this Agreement establish an agency relationship between **THE AGENCY** and DEA.

15. **THE AGENCY** shall be responsible for the acts or omissions of **THE AGENCY's** personnel. **THE AGENCY** and **THE AGENCY's** employees shall not be considered as the agent of any other participating entity. Nothing herein is intended to waive or limit sovereign immunity under other federal or state statutory or constitutional authority. This Agreement creates no liability on the part of the DEA, its agents or employees, or the U.S. Government for any claims, demands, suits, liabilities, or causes of action of whatever kind and designation, and wherever located in the **State of California** resulting from the DCE/SP funded by DEA.

16. **THE AGENCY** shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the U.S. Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H, and I.

17. Within ten (10) days after termination of the Agreement, **THE AGENCY** will prepare an July thru September (FINAL) Accounting Form and a Financial Status Report SF-425, itemizing the breakdown of final expenditures. The July thru September (FINAL) Accounting Form and the SF-425, along with a refund check, payable to DEA funds not obligated or expended funds which were advanced by DEA pursuant to this Agreement, will be returned to the DEA Regional Contractor by October 14th.

18. Upon submission of the July thru September (FINAL) Accounting Form and Financial Status Report SF- 425 to your regional contractor for the preceding year, a copy of the general ledger and the underlying supporting documentation reflecting the expenditures for equipment in excess of \$2,500, that was previously approved by OMS, and the expenses associated with the rental or leasing of vehicles or aircraft must be attached.

19. The duration of this Agreement shall be as specified in Paragraph 2, except that this Agreement may be terminated by either party after 30 day written notice to the other party. All obligations that are outstanding on the above prescribed termination date or on the date of any thirty (30) day notice of termination shall be liquidated by **THE AGENCY** within sixty (60) days thereof, in which event DEA will only be liable for obligations incurred by **THE AGENCY** during the terms of this Agreement. In no event shall **THE AGENCY** incur any new obligations during the period of notice of termination. **THE AGENCY** shall return to DEA all unexpended funds forthwith after the sixty (60) day liquidation period. In the event that the agreement is terminated, any DEA funds that have been obligated or expended and the result of expended funds (e.g. equipment, supplies and other resources) will be used and disposed of in accordance with the provisions of this agreement.

20. **THE AGENCY** must be registered in the System for Award Management (SAM) to receive payment of Federal funds. There are two steps to registering in SAM. **First, THE AGENCY** must have a Data Universal Numbering System (DUNS) number. [A “+4 extension” to a DUNS number (DUNS+4) is required when there is a need for more than one bank/electronic funds transfer account for a location.] A DUNS number may be obtained via the internet (<http://fedgov.dnb.com/webform>) or by phone (U.S. and U.S. Virgin Islands: 1-866-705-5711; Alaska and Puerto Rico: 1-800-234-3867). **Second, THE AGENCY** must then register with SAM via the internet SAM www.sam.gov. Questions regarding the internet registration process may be directed to 1-866-606-8220 (follow the prompts for SAM). Both the DUNS number and registration in SAM are free of charge.

Note: It is THE AGENCY’s responsibility to update their SAM registration annually or whenever a change occurs.

THE AGENCY's current DUNS No. is 133144852.

THE AGENCY's opportunity to enter into this Agreement with DEA and to receive the Federal funds expires ninety days from date of issuance. Agreement issued on January 9, 2018.

THE SONOMA COUNTY SHERIFF'S OFFICE

Printed Name & Signature: _____ **(Blue Ink Only)**

Title: _____ Date: _____

Agency, please submit original signed LOA & associated paperwork to your DEA Regional Contractor.

DRUG ENFORCEMENT ADMINISTRATION

Printed Name & Signature: _____ **(Blue Ink Only)**

Special Agent in Charge - San Francisco Field Division Date: _____

SAC, please submit original signed LOA & associated paperwork to your Fiscal Office.

DEA DIVISIONAL FISCAL CLERK MUST INPUT INTO UFMS & COMPLETE THE BOTTOM OF THIS SECTION

ACCOUNTING CLASSIFICATION/OBLIGATION NUMBER:

2018/AFF-B-OP/OM/8210000/DEA-JLE/DCE: _____

UFMS Input Date: _____ DNC No. _____

DNO No. _____ DDP No. _____

Printed Name: _____ Signature: _____

Fiscal, please submit original signed LOA & associated paperwork to your DEA Regional Contractor.



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: March 13, 2018

Vote Requirement: Majority

Department or Agency Name(s): Sheriff's Office

Staff Name and Phone Number:

Liz Parra, 565-3116

Supervisorial District(s):

All

Title: Agreement for Inmate Vocational Education Services

Recommended Actions:

Authorize the Sheriff to execute an agreement with the Sonoma County Office of Education to provide vocational education at the Sonoma County adult detention facilities from March 13, 2018 to June 30, 2020, in an amount not to exceed \$345,746. Inmate rehabilitative programming provides education, training, and work experience necessary to reduce the potential for reoffending, and lays the foundation for the continued success in the community.

Executive Summary:

The Sheriff's Office seeks Board approval to authorize the Sheriff to execute a professional services agreement with the Sonoma County Office of Education to provide vocational education to inmates at Sonoma County adult detention facilities. The program offers education, training, and work experience geared to enhance employment opportunities upon release, which has been found to reduce recidivism.

Costs for the first twelve months of the agreement will total \$150,280. In last twelve months of the previous agreement, costs totaled \$140,216. (Costs under this agreement do not align with the fiscal year.) The year over year increase is attributed to the cost of living expenses for teachers, as projected by the Sonoma County Office of Education.

Discussion:

Title 15 of the California Code of Regulations requires that the Sheriff provide various educational opportunities for incarcerated inmates. The intent of rehabilitative programming is in alignment with the County's strategic goal to provide a safe, healthy, and caring community for its residents. It also supports the Sheriff's objective to decrease recidivism in Sonoma County by providing inmates with the skills, education, and training necessary to reduce the potential for reoffending and to lay the foundation for their continued success as contributing members of our community.

Currently, the Sonoma County Office of Education provides one vocational education program for adult inmates which is known as the Jail Industries Program. The Jail Industries Program is offered at the North County Detention Facility. The Program is comprised of one full-time equivalent vocational instructor, Rick Stern. Mr. Stern is responsible for managing five acres of land at the North County Detention Facility. Two acres of agricultural land are dedicated to food production and the remaining three acres are dedicated to growing and selling ornamental flowers and plants to the public. Mr. Stern has also collaborated with the Sonoma County Master Gardeners and the Sonoma County Water Agency to expand plant sales and nursery revenue. The Sheriff's Office has maintained a contract with the Sonoma County Office of Education and established the Jail Industries enterprise, providing nursery and agricultural services since 1994.

Request for Proposal Process

In September 2017, the Sheriff's Office issued a Request for Proposal to solicit bids from vendors interested in providing vocational educational services to inmates at Sonoma County adult detention facilities. The Sonoma County Office of Education was the only vendor to submit a proposal for services. The Request for Proposal evaluation committee was comprised of four members, three members from the Sheriff's Office and one from the Probation Department. The Request for Proposal committee evaluated the proposal based on the following criteria: qualifications and experience, a demonstrated ability to perform services, quality of work, and costs. The evaluation committee determined that the Sonoma County Office of Education's proposal met the requirements of the Request for Proposal.

Contract Terms

The term of this Agreement is from March 20, 2018 to June 30, 2020. The total amount of the Agreement is \$345,746 and will fund the vocational instructor and related administrative expenses. Costs for the first twelve months of the agreement will total \$150,280. In last twelve months of the previous agreement, costs totaled \$140,216. (Costs under this agreement do not align with the fiscal year.) The year over year increase is attributed to the cost of living expenses for teachers, as projected by the Sonoma County Office of Education. The cost of this program is fully funded from Jail Industries revenue including plant sales and nursery fees. There is no impact on the County General Fund.

Prior Board Actions:

- Board Approved on 09-25-2012 - Agreement for Inmate Educational and Vocational Services
- Board Approved on 03-23-2009 – Inmate Education Services
- Board Approved on 06-28-2005 – Inmate Educational Services Contract
- Board Approved on 05-13-2003 – Inmate Education

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

Inmate education and vocational instruction aims to better prepare inmates for reentry into the community and to reduce recidivism.

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses	\$43,058	\$150,280	\$152,408
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance	\$43,058	\$150,280	\$152,408
Contingencies			
Total Sources	\$43,058	\$150,280	\$152,408
Narrative Explanation of Fiscal Impacts:			
<p>The total cost of the Agreement is not to exceed \$345,746. FY 17-18 cost of \$43,058 covers approximately two and a half months of inmate education services and are included in the Sheriff's Office FY 17-18 adopted budget. The costs for FY 18-19 and FY 19-20 reflect full year costs. The costs are fully funded from Jail Industries revenue and have no impact on the County General Fund.</p>			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
None			
Attachments:			
2018 Agreement for Vocational Education Services			
Related Items "On File" with the Clerk of the Board:			
None			

AGREEMENT FOR INMATE VOCATIONAL SERVICES

This agreement ("Agreement"), dated as of March 13, 2018 ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and the Sonoma County Office of Education (hereinafter "Contractor").

R E C I T A L S

WHEREAS, Title 15, Section 1061 of the California Administrative Code requires that inmate education programs be developed or obtained from appropriate public officials for all Type II and Type III correctional facilities; and

WHEREAS, Section 4018.5 of the California Penal Code provides that the Sheriff may, with approval of the Board of Supervisors, make provisions for the vocational training and rehabilitation of county jail inmates; and

WHEREAS, Contractor is a duly qualified provider in the area of vocational training for adult inmates and has, on a continuing basis, provided such services to inmates housed in facilities operated by the Sonoma County Sheriff's Office; and

WHEREAS, in the judgment of the Sheriff's Office, it is necessary and desirable to employ the services of Contractor for the above purposes.

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

A G R E E M E N T

1. Scope of Services.

1.1 Contractor's Specified Services. Contractor shall perform the services described in Exhibit "A," attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), and within the times or by the dates provided for in Exhibit "A" and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit "A", the provisions in the body of this Agreement shall control.

1.2 Cooperation With County. Contractor shall cooperate with County and County staff in the performance of all work hereunder.

1.3 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.

1.4 Assigned Personnel.

- a. 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.
- b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.
- c. In the event that any of 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.
- d. All direct service personnel must be fingerprinted before performing any services under this Agreement. Fingerprint reports will be reviewed by the Sheriff's Office. The Sheriff shall have the discretion to approve Contractor's employees for working with the clients served under this Agreement.

1.5 Security Clearance. Contractor and each of its employees and sub-contractors who may perform services under this Agreement shall be subject to a background investigation to the satisfaction of the Sheriff's Office. To enable the Sheriff's Office to properly conduct such background investigation, Contractor and all of its employees and sub-contractors shall also submit a consent and waiver form permitting County to obtain personal employment or professional information from third parties, and releasing such third parties from any and all liability for disclosing such information to the County. All personal information provided will be maintained by the County in strictest confidence to the extent allowed by law. Contractor shall not perform any services under this Agreement unless and until such background investigation has been completed and clearance has been obtained in writing from the Sheriff's Office.

2. Payment. County shall pay SCOE for the cost of services and incidentals provided under this Agreement, less the applicable earned State Adult Corrections Education funding to the SCOE in the form of average daily attendance and State Lottery revenues.

For all services and costs required hereunder, Contractor shall be paid in accordance with Exhibit B of this Agreement. Payments shall not exceed a total of Three Hundred Forty-Five Thousand Seven Hundred Forty-Six dollars (\$345,746).

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.

Upon completion of the work, Contractor shall submit its bills for payment in a form approved by County's Auditor and the Sheriff's Office. The bills shall identify the services completed and the amount charged.

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.

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 March 13, 2018 to June 30, 2020. Unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

4.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to 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 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 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 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 Section 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Contractor.

4.4 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 Sheriff, 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 or contributory negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at 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, Contractors, and other agents to maintain, insurance as described in Exhibit B, 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's 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. Changes which do not exceed the delegated signature authority of the Department may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors or Purchasing Agent must authorize all other extra or changed work which exceeds the delegated signature authority of the Department Head. 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's as a material inducement to enter into this Agreement. Contractor's 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's. The parties intend that Contractor's, 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's 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's expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3 No Suspension or Debarment. Contractor's 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's 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's becomes debarred, Contractor has the obligation to inform the County

9.4 Taxes. Contractor's 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's 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's agrees to furnish County with proof of payment of taxes on these earnings.

9.5 Records Maintenance. Contractor's 's 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's shall maintain such records for a period of four (4) years following completion of work hereunder.

9.6 Conflict of Interest. Contractor's 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's 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's 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.

9.7 Statutory Compliance/Living Wage Ordinance. Contractor's agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Contractor's 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.

9.8 Nondiscrimination. Without limiting any other provision hereunder, Contractor's shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.9 AIDS Discrimination. Contractor's agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment,

and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

9.10 Assignment of Rights. Contractor's 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's 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's shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

9.11 Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Contractor's.

10. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 4.

11. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

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

TO: COUNTY:

Sonoma County Sheriff's Office
Attn: Sheriff's Administration
2777 Ventura Avenue
Santa Rosa, CA 95403
Phone: 707-565-3116

TO: CONTRACTOR:

Sonoma County Office of Education
Attn: Stephen Jackson
5340 Skylane Blvd
707-524-2720
Email: sjackson@scoe.org

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

13. 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's 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's 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 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

By: Jennie Snyder
Jennie Snyder

Title: Deputy Superintendent
Deputy Superintendent,
Sonoma County Office of Education

Date: 2/8/18

COUNTY OF SONOMA

By: _____
Rob Giordano, Sheriff-Coroner

Date: _____

APPROVED AS TO FORM FOR COUNTY

By: _____
Deputy County Counsel

Date: _____

CERTIFICATES OF INSURANCE ON
FILE WITH SHERIFF'S OFFICE

By: _____
Department Analyst

Date: _____

SONOMA COUNTY OFFICE OF EDUCATION
“EXHIBIT A”
SCOPE OF WORK

The Sonoma County Office of Education’s (SCOE) administrative and educational responsibilities, relative to developing and carrying out an educational program at Sonoma County detention facilities, which is geared toward serving the specific need of inmates as follows:

SCOE shall provide vocational instruction in agricultural/horticultural, which includes all aspects of cultivating seeds and seedlings to mature plants (“Vocational Instruction”).

- a) Comply with all jail regulations and procedures established by the Sheriff’s Office which pertain to jail management, safety and security, facility access and standards of conduct which govern interactions with members of the inmate population, and to comply with direction by the Sheriff’s Office staff.
- b) Provide Vocational Instruction for the 182-day regular school (180 days of instruction plus 2 in-services days), plus an addition 11 week school supplemental program, if so requested by the County. The vocational education instructor will apportion SCOE’s 182-day regular schedule consistently (30 hours/week) throughout each entire fiscal year. The specific schedule for each instructor is to be agreed upon by both parties to this Agreement. It is specifically agreed that the vocational agricultural instructor shall be entitled to a thirty (30) minutes, duty free, paid period each workday.
- c) Provide the County with an annual program plan for each County fiscal year for Vocational Instruction no later than September 1st of each year.
- d) Recruit and provide teaching staff of persons who are fully qualified for the duties assigned and who are able to meet security clearance criteria as established by the Sheriff’s Office after completion of a background investigation. Screening will include a warrant check and background investigation. Persons unable to clear the Sheriff’s background investigation shall be precluded from providing service under Agreement.
- e) Exercise appropriate classroom management techniques with inmates while they are actively engaged in educational programming. In conjunction with Corrections staff, the supervision and control of inmates in educational programs will include: monitoring inmate activities, behavior and conduct; identifying contraband; directing work and study assignments; ensuring compliance with instructor directives and corrections facility regulations; and ensuring compliance with established health and safety regulations. Promptly notify Corrections staff of any violations of the aforementioned regulations. Promptly take corrective action when advised by Corrections staff.
- f) Monitor and evaluate the effectiveness for the instructional programs carried out on the basis of the Agreement and provide prompt notification to the County concerning any significant change on scope, content or methodology of vocational training.
- g) Provide prompt notification to the County whenever the enrollment in any educational class or program as a whole drops below the level required to ensure the continued receipt of

State ADA reimbursement at the level specified in the annual budget plan.

- h) Provide information regarding enrollment, enrollment forms, pupil certificates, student record sheets, program completion and any other specialized educational materials and forms normally associated with similar educational programs conducted at other locations.
- i) Upon request provide enrollment documentation for the County to verify ADA revenue calculations.
- j) Provide reasonable and necessary assistance to the County in carrying out basic research, surveys and evaluations.
- k) Comply with regulations and procedures established by the Sheriff's Office which pertain to jail management safety and security, facility access, and the standards of the conduct which govern interactions with members of the inmate population and to comply with directions by Sheriff's Office staff in this regard.
- l) With assistance of the Sheriff's Office, exercise appropriate responsibility for the control and supervision of inmates during periods while they are actively participating in educational programs. Such supervision and control shall include the monitoring of inmate activities, behavior and conduct, identifying contraband, supervision of work and study assignments, ensuring compliance with both instructor directives and established facility regulations; and enforcing adherence, as appropriate, with established health and safety and regulations.
- m) Notify the Sheriff's Office Correctional staff immediately of any problems relating to inmate behavior or performance, or safety and security issues.
- n) As necessary and appropriate, take prompt corrective action when advised by the Sheriff's Office concerning any incidents involving known or suspected violations of safety and security regulations, or other misconduct on the part of assigned educational staff.
- o) When requested, provide reasonable and necessary representation at meetings, conferences, and planning groups which deal with matters pertaining to the educational programs carried out in the adult detention facilities.
- p) Coordinate and consult with County prior to making any temporary reassignments to provide coverage for personnel absences of assigned education staff. Use best efforts to provide temporary or substitute security-cleared staff when and instructor is unavailable more than one working day.
- q) Provide County with a one-week notice if instructional staff plan to be unavailable due to vacations, holidays, SCOE meetings and conferences etc., and use best efforts to provide security-cleared substitute staff.

- r) Use best efforts to maintain a sufficient pool of substitute teachers available to fill in as needed, all of which must have successfully passed the Sheriff's background security clearance process to access the adult detention facilities.
- s) Assign the overall management of SCOE for services provided under this Agreement to the Director of Career Development and Workforce Preparation, who will work with the Sheriff's Inmate Program Manager on any issues relative to the Agreement.
- t) Contractor agrees to adopt and comply with all Prison Rape Elimination Act (PREA) Standards. Sheriff's staff shall provide initial training to all SCOE employees providing services under this Agreement.

SONOMA COUNTY OFFICE OF EDUCATION
“EXHIBIT B”
Vocational Education Budget
FY 17-18 – FY 19-20

Expenses	March 13, 2018 to June 30, 2018	FY 18-19	FY 19-20
Instructor		\$136,967	\$138,864
Program Director		\$3,213	\$3,556
Other Admin Services		\$700	\$700
Indirect Costs		\$13,735	\$13,925
Subtotal		\$154,61	\$156,744
ADA Revenue		(\$4,335)	(\$4,336)
Lottery Revenue		\$0	\$0
Total	\$43,058	\$150,280	\$152,408

Contract total - \$345,746.

County shall pay the Sonoma County Office of Education (SCOE) for the cost of services and incidentals provided under this Agreement, less the applicable earned State Adult Corrections Education funding to the SCOE in the form of average daily attendance and State Lottery revenues.

Contractor shall be paid for the actual cost of providing 1 FTE vocational instructor and support staff costs, plus SCOE’s indirect costs estimated to be 9.75% of the total contract amount, less the applicable earned ADA and Lottery revenues. SCOE shall submit invoices and claims with necessary supporting data. Billings shall be submitted no later than March 1st for all costs incurred during the preceding first six months of the fiscal year, and no later than September 1st for all costs incurred during the second six months of the fiscal year.

SONOMA COUNTY OFFICE OF EDUCATION
Insurance Requirement
Exhibit C

With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, Contractors, 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.

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.

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 Sheriff's Office 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.

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 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.

Professional Liability/Errors and Omissions Insurance

- a.** Minimum Limits: \$1,000,000 per claim or per occurrence; \$1,000,000 annual aggregate.
- b.** Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County.
- c.** If 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.

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.

Documentation

- a.** The Certificate of Insurance must include the following reference: Laundry for Adult Detention Facilities.
- b.** 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 – 4 above.
- c.** The name and address for Additional Insured endorsements and Certificates of Insurance is: Sonoma County Sheriff's Office Attn: Terrie Lewis, 2796 Ventura Ave, 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.** 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.

- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

Policy Obligations

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

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.



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 11
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: March 13, 2018

Vote Requirement: Majority

Department or Agency Name(s): Transportation and Public Works

Staff Name and Phone Number:

Johannes J. Hoevertsz 707-565-3580

Supervisorial District(s):

All

Title: FY 2017 California Transit Security Grant Program

Recommended Actions:

Adopt a resolution authorizing the Director of Transportation and Public Works to execute for and on behalf of the County any actions necessary for the purpose of obtaining financial assistance provided by the California Governor's Office of Emergency Services for Sonoma County Transit's Video Security System project, and authorizing the Chair to execute the Authorized Agent Form required under the program.

Executive Summary:

This resolution provides authorization by the Board permitting the County, through the Director of Transportation and Public Works, to obtain FY 2017 financial assistance from the California Governor's Office of Emergency Service for Sonoma County Transit's Video Security System project. The project will consist of purchase of new video cameras to enhance the security of various Sonoma County Transit satellite facilities.

Discussion:

The Highway Safety, Traffic Reduction, Air Quality and Port Security Bond Act of 2006, approved by the voters as Proposition 1B, authorizes the State of California to issue general obligation bonds for specified purposes, including grants for transit system safety, security, and disaster response projects.

The California Government Code directs that one billion dollars be deposited in the Proposition 1B Transit System Safety, Security and Disaster Response Account. One hundred million dollars must be made available upon appropriation by the legislature to entities for eligible transit system safety, security, and disaster response projects. Sonoma County Transit's (SCT) share of these funds for FY 2017 through the California Transit Security Grant Program (CTSGP) is \$25,453.

The FY 2017 CTSGP is administered by the California Office of Emergency Services (OES). Sonoma County Transit submitted an application to the California OES requesting \$25,453 in FY 2017 CTSGP funding to replace and/or expand video security systems at its park-and-ride lots and satellite facilities. CTSGP

funding will assist with one of the primary purposes of Sonoma County Transit’s current System Security and Emergency Preparedness Plan (SSEPP), which is to routinely check unattended public or open areas at various satellite facilities. The new video security cameras will provide uninterrupted surveillance of such unattended open areas. SCT has now received notification of project eligibility from the California OES.

The California OES will not approve an allocation of CTSGP funding to Sonoma County Transit until a project funding plan has been provided that demonstrates that funding is expected to be available and sufficient to complete the project. A project funding plan must include completed California OES Financial Management Forms, Authorized Agent Form, Grant Assurances Form, and Governing Body Resolution.

Prior Board Actions:

04/04/17: Resolution adopted by the Board authorizing any actions necessary to obtain funding from the California OES for Sonoma County Transit’s Video Security System project. Resolution No. 17-0144.

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

Financial assistance from the California OES CTSGP to replace video security systems at Sonoma County Transit’s park-and-ride lots and satellite facilities will help to ensure the provision of a safe, reliable, comfortable and cost-effective public transit system for residents and visitors.

Fiscal Summary

Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses	25,453		
Additional Appropriation Requested			
Total Expenditures	25,453		

Funding Sources

General Fund/WA GF			
State/Federal	25,453		
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	25,453		

Narrative Explanation of Fiscal Impacts:

This project will be funded through the California Transit Security Grant Program. There are appropriations available in the Transit division budget to support the anticipated revenue and corresponding expenditures.

Staffing Impacts

Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Resolution			
Related Items “On File” with the Clerk of the Board:			
Project Application, Grant Assurances Form, Authorized Agent Form			



County of Sonoma

State of California

Date: March 13, 2018

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Authorizing The Director Of Transportation And Public Works To Execute For And On Behalf Of The County Of Sonoma Any Actions Necessary For The Purpose Of Obtaining State Financial Assistance Provided By The California Governor's Office Of Emergency Services For Sonoma County Transit's Video Security System Project, And Authorizing The Chair To Execute The Authorized Agent Form On File With The Clerk.

Whereas, The Highway Safety, Traffic Reduction, Air Quality and Port Security Bond Act of 2006 authorizes the issuance of general obligation bonds for specified purposes, including, but not limited to, funding made available for capital projects that provide increased protection against security and safety threats, and for capital expenditures to increase the capacity of transit operators to develop disaster response transportation systems; and

Whereas, the California Governor's Office of Emergency Services (Cal OES) administers such funds deposited in the Transit System Safety, Security, and Disaster Response Account under the California Transit Security Grant Program (CTSGP); and

Whereas, the County of Sonoma/Sonoma County Transit is eligible to receive CTSGP funds; and

Whereas, the County of Sonoma/Sonoma County Transit will apply for FY 2016-17 CTSGP funds in an amount up to \$25,453 for Video Security Systems to replace and/or expand video security systems at its park-and-ride lots and satellite facilities; and

Whereas, the County of Sonoma/Sonoma County Transit recognizes that it is responsible for compliance with all Cal OES CTSGP grant assurances, and state and federal laws, including, but not limited to, laws governing the use of bond funds; and

Whereas, Cal OES requires the County of Sonoma/Sonoma County Transit to complete and submit a Governing Body Resolution for the purposes of identifying agents authorized to act on behalf of the County of Sonoma/Sonoma County Transit to execute actions necessary to obtain CTSGP funds from Cal OES and ensure continued compliance with Cal OES CTSGP assurances, and state and federal laws.

Now, Therefore, Be It Resolved that the Chair is hereby authorized by the Board of Supervisors to execute the Authorized Agent Form on file with the Clerk, and the Director of Transportation and Public Works is hereby authorized by the Board of Supervisors to execute for and on behalf of the County of Sonoma, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining state financial assistance provided by the California Governor's Office of Emergency Services

Resolution #

Date:

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under the CTSGP.

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: 12
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: March 13, 2018

Vote Requirement: Majority

Department or Agency Name(s):

Johannes J. Hoevertsz, 565-2231

Supervisorial District(s):

Countywide

Title: SB1 State of Good Repair Grant Program

Recommended Actions:

Adopt a resolution authorizing the Director of Transportation and Public Works to execute for and on behalf of the County any actions necessary for the purpose of obtaining SB1 State Transit Assistance State of Good Repair funds provided by the California Department of Transportation, Division of Rail and Mass Transportation, for transit infrastructure repair and service improvements, continually until the end of the State of Good Repair program, and authorizing the Chair to execute the Authorized Agent Form required under the program.

Executive Summary:

This resolution provides authorization by the Board permitting the County, through the Director of Transportation and Public Works, to continually obtain SB1 State Transit Assistance State of Good Repair funds provided by the California Department of Transportation, Division of Rail and Mass Transportation. Using funding allocated for FY 2017-18, the current project will rehabilitate the roof on Sonoma County Transit's Operations Facility to a state of good repair. Future funding allocations are anticipated to be used for transit infrastructure and service improvement projects, including for rehabilitating Sonoma County Transit's Operations and Maintenance Facilities.

Discussion:

The Road Repair and Accountability Act of 2017, approved by California State Legislature as Senate Bill 1 (SB1), will provide new transportation funding over the next decade to repair highways, bridges and local roads and improve transit service. SB1 will also provide approximately \$105 million annually to transit operators in California for eligible transit maintenance, rehabilitation and capital projects. Sonoma County Transit's share of these funds, which is referred to as the SB1 State of Good Repair Grant Program, is \$33,956 for FY 2017-18.

The SB1 State of Good Repair Grant Program, which is administered by the California Department of Transportation, Division of Rail and Mass Transportation (Caltrans), is funded from a portion of a new Transportation Improvement Fee on vehicle registrations beginning in 2018. Sonoma County Transit has

submitted an application to Caltrans requesting \$33,956 in FY 2017-18 SB1 State of Good Repair Grant Program funding to rehabilitate the roof on its Operations Facility. Sonoma County Transit intends to apply for additional funds in future years for the duration of the SB1 State of Good Repair Grant Program.

Prior to receiving allocations of SB1 State of Good Repair Grant Program funding, Sonoma County Transit must submit a Board Resolution authorizing the agent, Authorized Agent Form, and Grant Assurances Form to Caltrans.

Prior Board Actions:

None.

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

Funding from the SB1 State Transit Assistance State of Good Repair Grant Program will help to ensure the provision of a safe, reliable, comfortable and cost-effective public transit system for residents and visitors.

Fiscal Summary

Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses	\$33,956		
Additional Appropriation Requested			
Total Expenditures	\$33,956		

Funding Sources

General Fund/WA GF			
State/Federal	\$33,956		
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	\$33,956		

Narrative Explanation of Fiscal Impacts:

This project will be funded with SB1 State Transit Assistance State of Good Repair Grant program funds. There are sufficient appropriations available in the Transit budget to support this anticipated revenue and its intended expenditures.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Resolution			
Related Items "On File" with the Clerk of the Board:			
Authorized Agent Form, Grant Assurances Form			



County of Sonoma

State of California

Date: March 13, 2018

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Authorizing The Director Of Transportation And Public Works To Execute For And On Behalf of The County of Sonoma Any Actions Necessary For The Purpose Of Obtaining State Transit Assistance State of Good Repair Funds Provided By The California Department of Transportation, Division of Rail and Mass Transportation, For Transit Infrastructure Repair And Service Improvements, And Authorizing The Chair To Execute The Authorized Agent Form On File With The Clerk.

Whereas, the County of Sonoma/Sonoma County Transit is an eligible project sponsor and may receive State Transit Assistance funding from the State of Good Repair Account (SGR) now or sometime in the future for transit projects; and

Whereas, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

Whereas, Senate Bill 1 (2017) named the Department of Transportation (Department) as the administrative agency for the SGR; and

Whereas, the Department has developed guidelines for the purpose of administering and distributing SGR funds to eligible project sponsors (local agencies); and

Whereas, the County of Sonoma/Sonoma County Transit agrees to comply with all conditions and requirements set forth in the Certifications and Assurances document and applicable statutes, regulations and guidelines for all SGR funded transit projects; and

Whereas, the County of Sonoma/Sonoma County Transit wishes to delegate authorization to execute these documents, any amendments thereto, and all other related, necessary instruments, to the Director of Transportation and Public Works; and

Now, Therefore, Be It Resolved that the Chair is hereby authorized by the Board of Supervisors to execute the Authorized Agent Form on file with the Clerk, and the Director of Transportation and Public Works is hereby authorized by the Board of Supervisors to execute for and on behalf of the County of Sonoma any actions necessary for the purpose of obtaining State Transit Assistance State of Good Repair funds provided by the California Department of Transportation, Division of Rail and Mass Transportation, for transit infrastructure repair and service improvements, continually until the end of the State Transit Assistance (SB1) State of Good Repair program.

Resolution #

Date:

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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: 13
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: March 13, 2018

Vote Requirement: Majority

Department or Agency Name(s): Transportation & Public Works

Staff Name and Phone Number:

Johannes J. Hoevertsz, (707) 565-2231

Supervisorial District(s):

All

Title: Airport Real Property Acquisition - 3725 Laughlin Road, Windsor, CA

Recommended Actions:

Authorize the Chair to execute the purchase agreement and deed for 3725 Laughlin Road, Windsor, CA; authorize the Director of Transportation and Public Works to execute any other documents reasonably required to effect said purchase; and give direction to staff.

Approve a resolution authorizing the issuance and sale of a County Treasury note in the principal amount of \$1,500,000 to purchase real property commonly known as 3725 Laughlin Road, Windsor, CA.

Executive Summary:

This action is to approve the Airport purchase of property located at 3725 Laughlin Road, Windsor, CA. The owners approached the Airport to sell their property and Airport desires to purchase this property due to its location to the Airport. The purchase price of the property is \$1,350,000. This item also seeks approval for issuance of a County Treasury Note to the Airport in the sum of \$1,500,000 to purchase the property. The note will be paid when the Federal Aviation Administration reimburses the Airport for the majority of costs associated with purchasing this property.

Discussion:

The Department of Transportation and Public Works Airport Division is requesting final approval to acquire the property located at 3725 Laughlin Road, Windsor, CA (APN 059-200-002) consisting of 2.88 acres of land with a single family residence, water tower, carriage house, horse barn, and shed. It is located within the Airport Master Plan, and is identified for voluntary acquisition by the County in order to protect runway approaches, noise control, encroachments and setbacks at the Charles M. Schulz – Sonoma County Airport. Title to the property is vested as Gary D. Mumm and Deborah B. Mumm, Trustees of the Gary D. Mumm and Deborah B. Mumm Revocable Trust. The intent to purchase 3725 Laughlin Road was first brought to the Sonoma County Board of Supervisors on February 6, 2018. The legal notices have been filed and no comments were received.

It is anticipated that the majority of the property acquisition costs will be funded through the Federal Aviation Administration's (FAA) Airport Improvement Program. Any unfunded costs will be paid from operating revenues from the Airport Enterprise fund. The total acquisition cost is estimated to be \$1,500,000: \$1,350,000 for the purchase; \$100,000 for relocation, moving and closing costs; and \$50,000 for administrative expenses. FAA, funding for real property acquisitions is available only on a reimbursement rather than a direct funding/grant basis, i.e., the FAA will reimburse the Airport in arrears for property purchases that have been completed. The Airport does not currently have sufficient fund balance to cover the purchase price and related expenditures for the subject acquisition and therefore requests a short-term loan in the form of the requested \$1,500,000 Note. The Treasury section of the Sonoma County Auditor-Controller-Treasurer-Tax Collector's Office ("Treasury") has agreed to purchase the requested Note and when FAA funding has been received, the Airport will pay back the loan, together with interest estimated at \$1,575,000. The Treasury invests funds for various agencies across the county and is administered by the Treasury. Under the Treasury's investment policy, annually approved by the Board of Supervisors, the Treasury is able to purchase the requested Note.

Loan Request

Loan purpose: Real property acquisition at the Airport

Loan amount: \$1,500,000

Loan term: Note is payable June 15, 2018.

Loan interest rate: The interest rate earned by the funds invested by the Sonoma County Treasurer in the "pooled investment account" as calculated quarterly, plus 0.75 of 1.00 percent rounded to the nearest tenth

Loan guarantee: General fund – though the loan is guaranteed by the General fund, actual repayment will come from reimbursement by the FAA; explained in greater detail below.

Repayment Source

Principal: FAA – Anticipated to be 90% funded through grants; Airport Enterprise fund – 10% local match

Accrued interest: Airport Enterprise fund – operational revenue

RISK OF NON-PAYMENT

The risk that the FAA will not have the funding to reimburse the County 90% of eligible real property acquisition costs within the term of the loan and renewals is quite low. However, to cover the unlikely downside potential, the Department of Transportation and Public Works would need to pledge its FY 17-18 contribution from the General Fund as a guarantee of loan repayment. This pledge requires an internal arrangement between the Department and the Airport Enterprise Fund as to the repayment of the General Fund contribution to the Department.

In addition to the above requested Note the Airport currently has \$11,700,000 in outstanding notes held in the County Pool which will increase to \$13,200,000 if this Note is approved. Of the total outstanding notes:

\$3,500,000 (Note 2018-1 / Airport Runway Safety Area) is expected to be retired prior to June 30, 2018 with proceeds from a Federal Aviation Administration grant.

\$6,200,000 (Note 2018-2 and 2018-4 / Parking Lot and Terminal Expansion) is expected to be refinanced via a long term funding mechanism within the next nine to twelve months (California iBank loan, California Department of Transportation loan, or COP).

\$2,000,000 (Note 2018-3 / Terminal Apron Rehab) will be retired by Federal Aviation Administration grants in the following installments: \$1,180,000 reimbursement in FY 2017/18, \$490,000 reimbursement in FY 2018/19, and a \$490,000 reimbursement in FY 2019/20.

The subject Note has been reviewed and approved by County Counsel and the Debt Advisory Committee, and the Treasury has agreed to purchase the Note.

Procedural Authority: Pursuant to Government Code section 25350, to purchase real property, the Board of Supervisors must declare its intent to purchase the property, notice of which intent must be published in a newspaper of general circulation once per week for three successive weeks prior to consummation of the purchase. Notice of intent was given by the Board and published for the statutory period pursuant to the Board's February 16, 2018 action.

Prior Board Actions:

02/06/2018 Declaration of Notice of Intent Airport Real Property Acquisition – 3725 Laughlin Road, Windsor, CA

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

This acquisition supports the operation of our regional airport, which is a significant contributor to a strong and diverse economy that supports job growth and job retention for all residents.

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses	1,500,000	30,000	37,500
Additional Appropriation Requested			
Total Expenditures	\$1,500,000	\$30,000	\$37,500
Funding Sources			
General Fund/WA GF			
State/Federal	\$1,356,000		
Fees/Other	\$144,000	\$30,000	\$37,500
Use of Fund Balance			
Contingencies			
Total Sources	\$1,500,000	\$30,000	\$37,500
Narrative Explanation of Fiscal Impacts:			
<p>The cost of the property acquisition is \$1,350,000 with an additional \$150,000 budgeted for relocation and administrative expenses. Approximately 90% of all acquisition, relocation, and administrative costs will be eligible for reimbursement by the FAA. The remaining 10% plus accrued interest on the Treasury Note will be paid from Airport operating income. Acquisition, relocation, and administrative expenses are fully recognized in FY 17-18 with accrued interest expenses itemized in FY 18-19 and FY 19-20</p>			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
None.			
Attachments:			
Note; Note Resolution			
Related Items “On File” with the Clerk of the Board:			
Purchase Agreement; Deed			



County of Sonoma

State of California

Date: March 13, 2018

Item Number: _____
Resolution Number: _____



4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Authorizing the Issuance and Sale of a Note in the Principal Amount Not to Exceed \$1,500,000
for the Purchase of 3725 Laughlin Road, Windsor, CA**

Whereas, the County of Sonoma ("County") is in need of a cash advance for costs related to the purchase of property of 3725 Laughlin Road by the Sonoma County Airport that will protect the approaches to the Airport; and

Whereas, Airport staff in collaboration with Auditor-Controller Treasurer-Tax Collector (ACTTC), and Legal Counsel has developed a comprehensive funding plan including issuing of this Note; and

Whereas, The County Debt Advisory Committee reviewed and approved the funding plan on January 19, 2018.

Whereas, the County is authorized pursuant to Government Code Section 53850 and following to borrow money on a temporary basis, provided such borrowed amount does not exceed eighty-five percent (85%) of the estimated amount of anticipated revenues that will be used to pay back the loan; and

Whereas, the Treasurer for the County is authorized pursuant to Government Code Section 53601(d) to invest in a note and desires to loan such funds to the County.

Now, Therefore, Be It Resolved that this Board hereby finds, determines, declares, and orders as follows:

1. The Note. The \$1,500,000 Note authorized by the Resolution shall be designated "Sonoma County Department of Transportation and Public Works, Airport Series 2018-5 Note (hereinafter "The Note") and is being issued pursuant to the provisions of Government Code Section 53850 et seq. The amount of the Note is less than eighty-five (85%) of the estimated revenue the County anticipates receiving in this fiscal year from certain revenues that will be used to pay back the Note.

2. Security. The account receivable constituting the security on which the Note is being issued is the anticipated revenue from the Airport Enterprise Fund, including reimbursement anticipated from the Federal Aviation Administration (FAA). In addition the County pledges to pay the Note from any all revenue lawfully available to the County for repayment.

Resolution #

Date:

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3. Authorization to Borrow and Issue Note. Pursuant to the provisions of Section 53850 and following Government Code, the County shall borrow the principal sum not to exceed \$1,500,000 and shall issue a single principal amount Note to evidence said indebtedness, which Note is hereby authorized to be issued for the purpose hereinabove set forth. The Board delegates to the Director of Transportation and Public Works the authority to sell and deliver the Note to the County Treasurer in exchange for the principal sum not to exceed \$1,500,000. The note shall be issued in registered form, shall be dated March 13, 2018, and shall mature on June 15, 2018. The Note shall bear interest at the rate earned by funds invested by the Sonoma County Treasurer in his "pooled investment account" as calculated in the most recent calendar quarter, plus 75 basis points rounded to the nearest tenth. Payment shall be due at the time of maturity of the note. The interest on principal of the Note shall be payable in lawful money of the United States of America at the office of the County Treasurer of Sonoma County, California.

5. Note to be Callable and redeemable. The Note shall be callable and redeemable in whole or in part at any time following its issuance and before maturity by the Board giving the registered owner of the Note thirty (30) days' prior written notice. The price of redemption shall be the prorated unpaid balance of principal and accrues interest at the date of redemption without penalty or premium.

6. Form of Note: The Note shall be substantially the following form:

UNITED STATES OF AMERICA
STATE OF CALIFORNIA
COUNTY OF SONOMA
DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS
AIRPORT SERIES 2018-5 SONOMA COUNTY
(SUBJECT TO CALL AND REDEMPTION)

NOTE

No. 2018-5 \$1,500,000

The County of Sonoma, duly organized and existing under and pursuant to the Constitution and laws of the State of California, for value received hereby promises to pay to the registered owner the principal sum not to exceed of \$1,500,000 on June 15, 2018, and to pay interest on such principal sum from the date hereof at the rate earned by funds invested by the Sonoma County Treasurer in his "pooled investment account" as calculated in the most recent calendar quarter, plus 75 basis points rounded up to the nearest tenth. The interest rate will be set based upon the period ending December 31, 2017. The principal of this Note and accumulated interest due shall be payable to the registered owner only upon presentation of this Note at maturity. Both the principal of and interest on this Note are payable in lawful money of the United States of America at the Office of the Sonoma County Treasurer.

This Note, in the principal amount not to exceed \$1,500,000, represents the entire

Resolution #

Date:

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Note issue of the Series 2018-5 Note issue, and is issued under and pursuant to the laws of the State of California, including the provisions of Section 53850 and following, of the California Government Code (the "Law"), and pursuant to a resolution (the "Resolution") adopted by the Board of Supervisors of the County of Sonoma. Reference is hereby made to the Resolution for a specific description of the security therein provided for the payment of the principal of and interest on this Note, to all of the provisions of which the registered owner hereof by his acceptance of this Note hereby consents and agrees, and each subsequent registered owner of this Note has recourse to all of the provisions of the Resolution and the Law and is bound thereby.

The Board hereby covenants and warrants that it will pay promptly, when due, the principal of this Note and interest accruing hereon, all in accordance with the terms hereof and the terms and provisions set forth in the Resolution and the applicable Law.

It is hereby certified that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Note, together with all indebtedness and obligations of the County, does not exceed any limit prescribed by the Resolution or the laws of the State of California.

This Note is subject to call and redemption in whole or in part at any time prior to maturity without penalty or premium by the Department giving the registered owner thirty (30) days' prior written notice thereof.

IN WITNESS WHEREOF, the County of Sonoma has caused this Note to be signed in its name by the Chair of the Board of Supervisors and countersigned by the Clerk of the Board, and has caused this Note to be dated March 13, 2018.

Chair, Board of Supervisors

ATTEST:

Clerk of the Board

7. Authority to Execute Note. The Chair of the Board of Supervisors who may be in office at the date of the Note or at any time thereafter prior to the delivery of the Note to the signature the note and the Clerk of the Board who may be in office at the date of the note are any time there after prior to such delivery of the Note is hereby authorized and directed as such officer to countersign by use of his or her manual signature the Note. If any officer whose signature or countersignature appears upon the Note ceases to be an officer of the Board before the delivery of

Resolution #

Date:

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the Note to the purchasers, his or her signature or countersignature shall nevertheless be valid and of the same force and effect as if her or she had remained such officer.

8. Proceeds of Sale of the note Dedicated to the Project. The purchase price of the Note (except for the accrued interest received thereon) shall be deposited forthwith upon receipt in a special fund designated to be "Airport Laughlin Road Property Acquisition" which has been established and is being administered by the County Auditor. All monies in said fund shall be applied to the payment of costs and expenses of the purchase described in the recital paragraphs of this Resolution, including costs of issuance of the Note.

Supervisors:

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

UNITED STATES OF AMERICA
STATE OF CALIFORNIA
COUNTY OF SONOMA
DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS
AIRPORT SERIES 2018-5 SONOMA COUNTY
(SUBJECT TO CALL AND REDEMPTION)

NOTE

No. 2018-5 \$1,500,000

The County of Sonoma, duly organized and existing under and pursuant to the Constitution and laws of the State of California, for value received hereby promises to pay to the registered owner the principal sum not to exceed of \$1,500,000 on June 15, 2018, and to pay interest on such principal sum from the date hereof at the rate earned by funds invested by the Sonoma County Treasurer in his "pooled investment account" as calculated in the most recent calendar quarter, plus 75 basis points rounded up to the nearest tenth. The interest rate will be set based upon the period ending December 31, 2017. The principal of this Note and accumulated interest due shall be payable to the registered owner only upon presentation of this Note at maturity. Both the principal of and interest on this Note are payable in lawful money of the United States of America at the Office of the Sonoma County Treasurer.

This Note, in the principal amount not to exceed \$1,500,000, represents the entire Note issue of the Series 2018-5 Note issue, and is issued under and pursuant to the laws of the State of California, including the provisions of Section 53850 and following, of the California Government Code (the "Law"), and pursuant to a resolution (the "Resolution") adopted by the Board of Supervisors of the County of Sonoma. Reference is hereby made to the Resolution for a specific description of the security therein provided for the payment of the principal of and interest on this Note, to all of the provisions of which the registered owner hereof by his acceptance of this Note hereby consents and agrees, and each subsequent registered owner of this Note has recourse to all of the provisions of the Resolution and the Law and is bound thereby.

The Board hereby covenants and warrants that it will pay promptly, when due, the principal of this Note and interest accruing hereon, all in accordance with the terms hereof and the terms and provisions set forth in the Resolution and the applicable Law.

It is hereby certified that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Note, together with all indebtedness and obligations of the County, does not exceed any limit prescribed by the Resolution or the laws of the State of California.

This Note is subject to call and redemption in whole or in part at any time prior to maturity without penalty or premium by the Department giving the registered owner thirty (30) days' prior written notice thereof.

IN WITNESS WHEREOF, the County of Sonoma has caused this Note to be signed in its

name by the Chair of the Board of Supervisors and countersigned by the Clerk of the Board, and has caused this Note to be dated March 13, 2018.

Chair, Board of Supervisors

ATTEST:

Clerk of the Board



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 14
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: March 13, 2018

Vote Requirement: Majority

Department or Agency Name(s): Transportation and Public Works

Staff Name and Phone Number:

Johannes J. Hoevertsz (707) 565-2231

Supervisorial District(s):

Title: Little Wohler Road Bridge Replacement Project

Recommended Actions:

Adopt a Resolution authorizing the Chair to execute a Right of Way Contract for a portion of land (fee simple interest) and a temporary construction easement, authorizing a payment of \$18,800.00, which includes \$0 for severance damages; authorizing transfer of taxes on said land; and authorizing refunds, if applicable, pursuant to §5096 of the Revenue and Taxation Code; lands of Dermot F. Bourke and Darice Bourke, Husband and Wife as Community Property (APN: 083-020-060, & -061); Project C01135

Executive Summary:

The Department of Transportation and Public Works (TPW) is requesting the Board of Supervisors adopt a resolution authorizing the Chair to execute a Right of Way Contract – Public Highway, for the purchase of a portion of land (in fee simple) and a temporary construction easement required for the Little Wohler Road Bridge Replacement Project. Staff is proposing to replace the existing two-lane bridge over Mark West Creek Road (Bridge No. 20C-0139) with a new two-lane bridge designed to meet current design standards, including improvements to roadway approaches and adjoining structures. The project does not increase traffic capacity and will provide two lanes with shoulders.

The project is required as part of the Sonoma County's program to replace and/or upgrade seismically unstable bridges throughout Sonoma County. Project construction is expected to begin in 2018 and right-of-way must be purchased from two (2) separate private ownerships as well as a license from Sonoma County Water Agency on properties adjoining the existing bridge road right of way to construct the project.

Negotiations with the remaining property owner impacted by this project are on-going.

This project is funded through the Federal Highway and Bridge Program which is administered by the California Department of Transportation. Local match is being funded using toll credits in lieu of local funds (federal transportation funding tool that can be utilized by states as a means of meeting local and

state matching requirements for federal funding), making this phase of the project 100% federally funded.

Both California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) environmental clearances were obtained for this project.

Discussion:

The Bourke property is located north of River road along the west side of Wohler Road. Mark West Creek crosses the property along its north side in an east-west direction. The property is primarily planted as a vineyard. The vines are supported with a cable/end-post trestle system and supplied with drip irrigation. There is a pump near the creek which is assumed to provide the water supply to the property.

The property rights needed for the project do not impact the planted area of the property. In fact, approximately 50% (4,370 square feet) of the portion of land needed in fee simple for the final project is within existing roadway already maintained by the County. The remaining area of 4,368 square feet of area for the final project is located adjacent to the roadway.

The temporary construction easement area needed for the project is 15,674 square feet. A portion of this temporary construction area covers the farm access roads and the remaining temporary construction easement area is located on the northeast side of the property near the bridge and the creek. The Owner will continue to have access to the vineyard area throughout the duration of the construction project.

The County made a formal offer to the property owners for the appraised value of \$18,800 to acquire right-of-way needed for the Little Wohler Road Bridge Replacement Project - including a portion of land (in fee simple) and temporary construction easement (TCE.) The owners accepted the County's offer at the appraised value.

The property owners have signed a Right of Way Contract, a Grant Deed conveying the parcel to Sonoma County, and a Temporary Construction Easement Deed allowing the County to use certain areas for construction staging and parking of vehicles. TPW is requesting the Board adopt a resolution authorizing execution of the contract, and subsequent payment to the property owners.

Prior Board Actions:

3/17/15 No.20: Board approved an agreement with Associated Right of Way Services, Inc. for five federal bridge projects including the Wohler Road Bridge Over Mark West Creek Replacement Project

8/20/13: Board approved an engineering design contract with Biggs Cardosa for the Wohler Road Bridge Over Mark West Creek Replacement Project

Strategic Plan Alignment Goal 3: Invest in the Future

The project invests in the future by replacing aging public infrastructure to ensure a reliable transportation network for the community.

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses	\$18,800		
Additional Appropriation Requested			
Total Expenditures	\$18,800		
Funding Sources			
General Fund/WA GF			
State/Federal	\$18,800		
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	\$18,800		
Narrative Explanation of Fiscal Impacts:			
Appropriations are included in the 2017-18 Roads Capital Improvement adopted budget. This project is funded with grants from the federal Highway and Bridge Program and Toll Credits in lieu of a non-federal match.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Resolution; Location Map; Acquisition Map			
Related Items "On File" with the Clerk of the Board:			
Right of Way Contract; Grant Deed; Grant of Temporary Construction Easement			



County of Sonoma
State of California

Date: March 13, 2018

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Authorizing Execution of One (1) Right of Way Contract – Public Highway; Authorizing a Payment totaling \$18,800, including \$-0- Severance for the Herein Described Conveyance to the County of Sonoma; Authorizing Proration and Transfer of Taxes on Said Lands; and Authorizing Refunds, if Applicable Pursuant to §5096 of the Revenue and Taxation Code; Little Wohler Road Bridge Replacement Project; Lands of Dermot F. Bourke and Darice Bourke, Husband and Wife as Community Property (APN: 083-020-060, -061); Project C01135

Whereas, a Right of Way Contract dated January 10, 2018, a Grant Deed dated January 10, 2018 and a Temporary Construction Easement Deed dated January 10, 2018, conveying land described therein to the County of Sonoma, A Political Subdivision of the State of California, has been tendered to this Board of Supervisors by Dermot F. Bourke and Darice Bourke, husband and wife as Community Property; and

Whereas, the County of Sonoma is desirous of securing said land for a bridge replacement project on Wohler Road in Sonoma County.

Now, Therefore, Be It Resolved that the Chair of the Board be and hereby is authorized and directed to execute the Right of Way Contract – Public Highway and the attached Certificates of Acceptance in connection with said conveyances to the County of Sonoma.

Be It Further Resolved that the financial consideration for said property purchase totals \$18,800:

Be It Further Resolved that as part of the total financial consideration above, the County Auditor and Treasurer be and hereby are authorized and directed to draw their warrants from the Roads Capital Improvement budget, in the sum of \$18,800 payable to First American Title Company, Escrow No. 4904-4534551 (Bourke) payable to Dermot F. Bourke and Darice Bourke; said sum representing the financial consideration agreed upon in connection with the herein described conveyance.

Be It Further Resolved that pursuant to §4986 and §5096 of the Revenue and Taxation Code of the State of California, the County Auditor and Assessor be and hereby are authorized and directed to prorate, transfer and refund (if applicable) the taxes as of this date on the herein described lands conveyed to the County of Sonoma more particularly described as follows:

See Exhibit "A"

Resolution #

Date:

Page 2

Be It Further Resolved that the County Recorder be and hereby is authorized to record said deeds at no cost to the County as provided under Government Code 6103.

Supervisors:

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

EXHIBIT 'A'

Road Right of Way
Over the Lands of
Dermot F. Bourke and Darice Bourke

All that real property situated within the unincorporated area of the County of Sonoma, State of California and being a portion of the lands of Dermot F. Bourke and Darice Bourke, husband and wife as Community Property, as described in that Grant Deed filed for record May 16, 1997 under Document No. 1997-041598, Official Records of the County of Sonoma, and being more particularly described as follows:

Beginning at a point on the easterly boundary of said lands of Bourke, from which point Engineers Station 15+10.06, as designated and delineated on that Record of Survey of Wohler Road, filed for record December 28, 2017, in Book 792 of Maps, at Pages 13-14, Sonoma County Records, bears, South 74°01'43" East 26.50 feet; thence from said **POINT OF BEGINNING**, along a curve to the left, from a tangent that bears South 15°27'28" West, with a radius of 755.00 feet, through a central angle of 13°28'24", for a distance of 177.54 feet; thence, South 01°59'04" West, for a distance of 142.87 feet; thence, along a tangent curve to the right, with a radius of 1,943.00 feet, through a central angle of 04°17'36", for a distance of 145.59 feet to the northerly right of way of River Road as shown on those Project Plans for "River Road between 0.2 mile easterly of Martinelli Road and 0.1 mile easterly of Wohler Road", said plans are on file in the office of the County of Sonoma Department of Public Works (file 026648); thence, along said northerly right of way, South 81°28'14" East, for a distance of 26.40 feet to the easterly boundary of said lands of Bourke; thence, leaving said right of way, along said easterly boundary, North 01°59'04" East, for a distance of 467.25 feet to the Point of Beginning of the hereinabove described parcel of land.

Containing 8,738 square feet (0.20 acres), more or less. Of which approximately 4370 Sq. Ft. are within the area currently maintained by the County of Sonoma Department of Public Works.

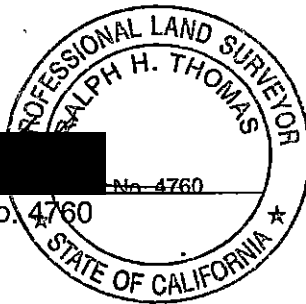
Basis of Bearings: California Coordinate System, Zone 2, NAD 83 (Epoch 2011.00).

Prepared by:

BKF ENGINEERS

[Redacted Signature]

Ralph H. Thomas, PLS. No. 4760



Dated: 1/3/2018

EXHIBIT 'A'

Temporary Construction Easement
Over the Lands of
Dermot F. Bourke and Darice Bourke

All that real property situated within the unincorporated area of the County of Sonoma, State of California and being a portion of the lands of Dermot F. Bourke and Darice Bourke, husband and wife as Community Property, as described in that Grant Deed filed for record May 16, 1997 under Document No. 1997-041598, Official Records of the County of Sonoma, and being more particularly described as follows:

Beginning at point on the easterly boundary of said lands of Bourke, from which point Engineers Station 15+10.06, as designated and delineated on that Record of Survey of Wohler Road, filed for record December 28, 2017, in Book 792 of Maps, at Pages 13-14, Sonoma County Records, South 74°01'43" East 26.50 feet, said point is also on the future right of way line of Wohler Road; thence from said **POINT OF BEGINNING**, along said future right of way line, on a curve to the left, from a tangent that bears, South 15°27'28" West, with a radius of 755.00 feet, through a central angle of 13°28'24", for a distance of 177.54 feet; thence, South 01°59'04" West, for a distance of 142.87 feet; thence along a tangent curve to the right, with a radius of 1943.00 feet, through a central angle of 00°58'53", for a distance of 33.28 feet; thence, leaving said future right of way line, North 87°02'03" West, for a distance of 13.94 feet; thence North 01°59'04" East, for a distance of 352.61 feet; thence, North 75°04'42" West, for a distance of 120.74 feet; thence, along a non tangent curve to the right from a tangent that bears, North 14°55'18" East with a radius of 910.00 feet through a central angle of 2°18'20" for a distance of 36.62 feet; thence, North 83°02'04" East, for a distance of 145.54 feet to the easterly boundary of said lands of Bourke; thence, along said easterly boundary, South 01°59'04" West, for a distance of 85.98 feet to the Point of Beginning of the hereinabove described parcel of land.

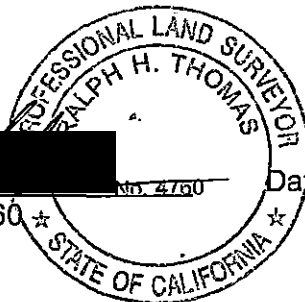
Containing 15,674 square feet (0.36 acres), more or less.

Basis of Bearings: California Coordinate System, Zone 2, NAD 83 (Epoch 2011.00).

Prepared by:

BKF ENGINEERS

[Redacted Signature]



Dated: 1/3/2018

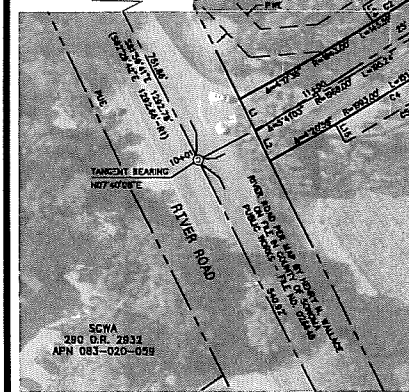
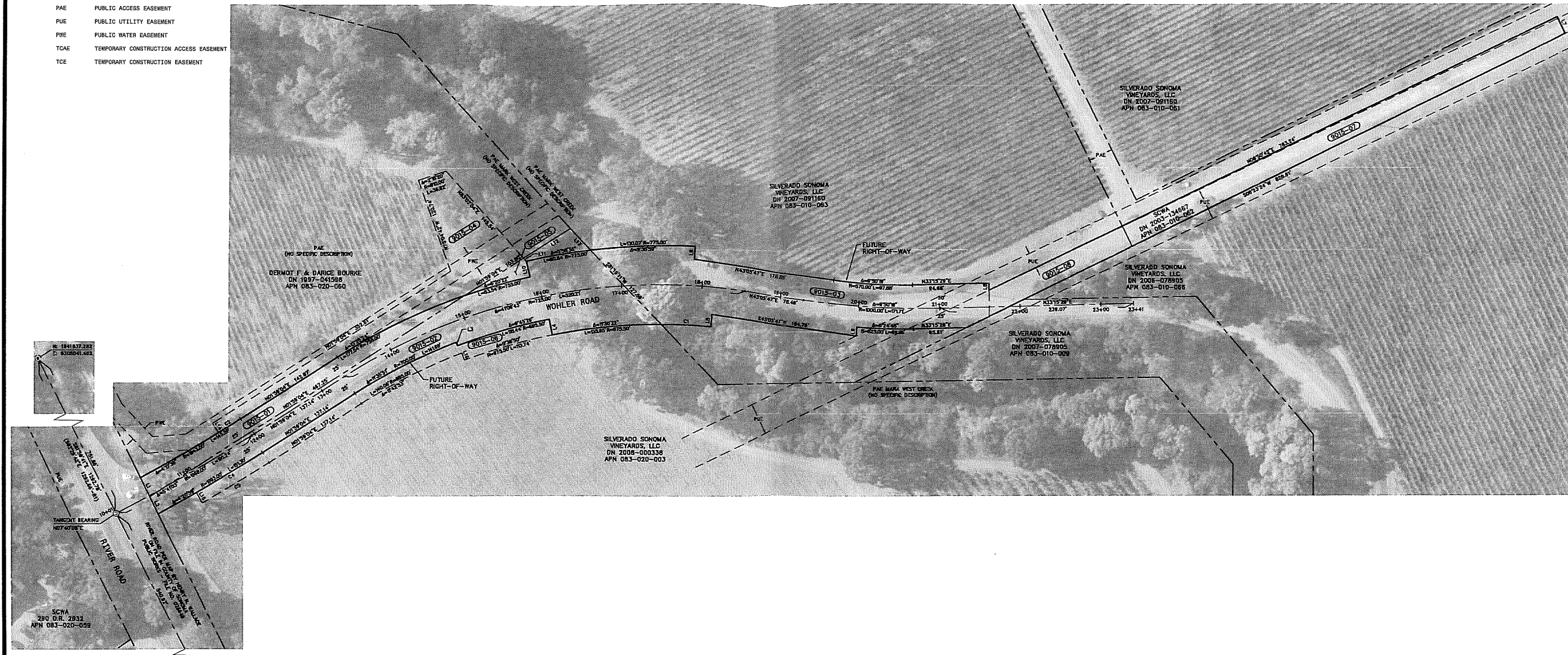
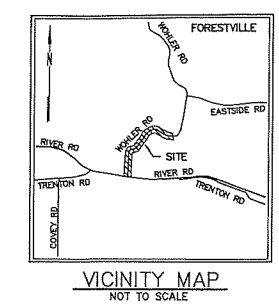
Ralph H. Thomas, PLS. No. 4760

- LEGEND:**
- EXISTING BOUNDARY
 - FUTURE RIGHT-OF-WAY
 - CENTERLINE
 - ⊙ FOUND CENTERLINE MONUMENT, STAMPED 7777
 - ⊙ SET 2-INCH BRASS DISC IN WELL MONUMENT, PLS 4760. LOCATION OF MONUMENT PROPOSED TO BE SET AFTER THE COMPLETION OF CONSTRUCTION (ESTIMATED TO BE OF 2018) A CORNER RECORD WILL BE FILED IN THE OFFICE OF THE COUNTY SURVEYOR AFTER THE MONUMENTS HAVE BEEN SET.
 - DN DOCUMENT NUMBER
 - P.M. PARCEL MAP
 - O.R. OFFICIAL RECORDS
 - S.C.R. SONOMA COUNTY RECORDS
 - S.R.C.S. SANTA ROSA COORDINATE SYSTEM
 - SCWA SONOMA COUNTY WATER AGENCY
 - N: NORTHING
 - E: EASTING
 - () RECORD DATA
 - PAE PUBLIC ACCESS EASEMENT
 - PUE PUBLIC UTILITY EASEMENT
 - PWE PUBLIC WATER EASEMENT
 - TCAE TEMPORARY CONSTRUCTION ACCESS EASEMENT
 - TCE TEMPORARY CONSTRUCTION EASEMENT

REFERENCE DATA

R1 STATE OF CALIFORNIA TRANSPORTATION AGENCY DEPARTMENT OF PUBLIC WORKS-DIVISION OF HIGHWAYS SONOMA COUNTY HIGHWAY FEDERAL AND SECONDARY PROJECT NO. S-786(18) RIVER ROAD BETWEEN 0.2 MILE EASTLY OF MARTINELLI ROAD AND 0.1 MILES EASTLY OF WOLLER ROAD. ON FILE IN THE SONOMA COUNTY DEPARTMENT OF PUBLIC WORKS (M.F. 026441).

LINE TABLE			CURVE TABLE			
LINE	DIRECTION	LENGTH	CURVE	DELTA	RADIUS	LENGTH
L1	S81°26'14"E	28.40'	C1	57°33'	878.50'	62.20'
L2	S81°26'14"E	23.83'	C2	0°58'33"	1743.00'	33.28'
L3	S78°23'05"E	4.50'	C4	2°47'30"	1993.00'	97.15'
L4	S69°38'38"E	20.00'	C5	2°47'35"	2008.00'	97.80'
L5	N49°32'44"W	15.43'				
L6	N50°19'43"W	11.14'				
L7	N56°44'31"W	8.89'				
L8	S52°02'57"E	16.23'				
L9	S68°11'19"E	20.00'				
L10	S68°11'19"E	5.16'				
L11	N83°02'04"E	5.16'				
L12	S01°59'04"W	50.62'				
L13	S81°19'11"W	37.05'				
L14	N87°02'03"W	13.94'				
L15	S85°13'21"E	15.00'				
L16	N75°48'30"W	9.50'				



PARCEL NUMBER	GRANTOR	AREA (ACRES)		TYPE DEED	RECORDATION		REMARKS
		TOTAL	EXCESS		DATE	PAGE	
9015-01	DERMOT F. & DARCIÉ BOURKE	9.36	0.2010	0			ROAD ROW
9015-02	SILVERADO SONOMA VINEYARDS LLC	7.85	0.6883	0.0279			
9015-03	SILVERADO SONOMA VINEYARDS LLC	25.52	0.7156	0			
9015-04	DERMOT F. & DARCIÉ BOURKE	--	0.3589	--			
9015-05	SILVERADO SONOMA VINEYARD LLC	--	0.0227	--			
9015-06	SILVERADO SONOMA VINEYARD LLC	--	0.1624	--			
9015-07	SONOMA COUNTY WATER AGENCY	--	0.3565	--			
9015-08	SILVERADO SONOMA VINEYARD LLC	--	0.1287	--			

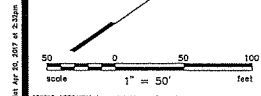
RIGHT-OF-WAY APPRAISAL MAP
 SHOWING THE FUTURE RIGHT-OF-WAY OF WOLLER ROAD
 CITY OF FORESTVILLE
 COUNTY OF SONOMA, STATE OF CALIFORNIA
 APRIL 2017



PRELIMINARY
 FOR STUDY PURPOSES ONLY
 04/20/2017
 RALPH H. THOMAS 116-4760



BASIS OF BEARING: CALIFORNIA COORDINATE SYSTEM, ZONE 2, NAD 83 (EPOCH 2011.00).
 APN 083-010-009, 063, 066
 APN 083-020-003, 060
 JOB NO. 20139015 SHEET 1 OF 1 SHEETS



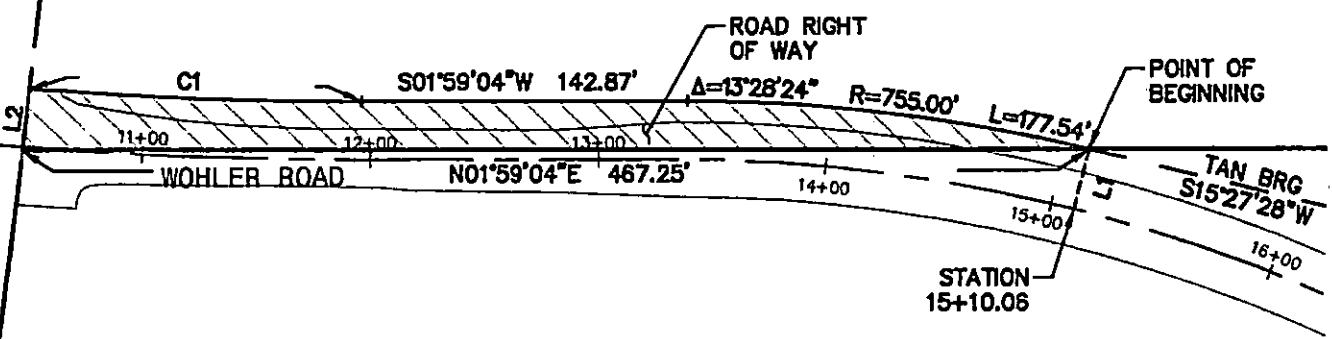
13905_APPRAISAL.dwg 03/17/2017 09:27:37 01/18/2017

EXHIBIT B

RECORD OF SURVEY
792 MAPS 13-14

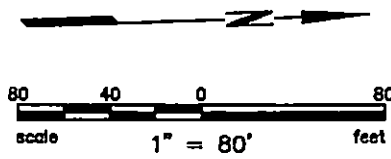
LANDS OF DERMOT F.
& DARCIE BOURKE
DN 1997-041598
APN 083-020-060

RIVER ROAD



LANDS OF SILVERADO
SONOMA VINEYARDS, LLC
DN 2008-000338
APN 083-020-003

LINE TABLE	
L1	S74°01'43"E 28.50'
L2	S81°28'14"E 28.40'



CURVE TABLE	
C1	$\Delta=04^{\circ}17'38''$ $R=1943.00'$ $L=145.59'$

1/3/2018

RALPH H. THOMAS

PLS 4760



200 4TH ST, STE. 300
SANTA ROSA, CA 95401
PH: 707-583-8500
FAX: 707-583-8539

Subject ROAD RIGHT OF WAY
OVER THE LANDS OF BOURKE

Job No. 20139015

By DAC Date JAN 2018 Chkd. RHT

SHEET 1 OF 1



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 15
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: March 13, 2018

Vote Requirement: Majority

Department or Agency Name(s): Transportation and Public Works

Staff Name and Phone Number:

Johannes J. Hoevertsz: (707) 565-2231

Supervisorial District(s):

First, Fourth, Fifth

Title: Right of Way Consultant Services for Five (5) Federal-Aid Bridge Projects No-Cost Amendment No. 1

Recommended Actions:

Authorize the chair to execute Amendment No. 1 to the agreement for right-of-way services with Associated Right of Way Services, Inc. to extend the contract term to December 15, 2018, and at no additional cost.

Executive Summary:

In 2015, Transportation and Public Works entered into an agreement with Associated Right of Way Services to assist in real property appraisal, appraisal review, acquisition/negotiation and (as necessary) relocation services, on five (5) federally funded bridge projects:

- 1) Boyes Blvd. Bridge Replacement at Sonoma Creek (County Project C01147), Sonoma (District 1)
- 2) Wohler Road Bridge Replacement at Mark West Creek (C01135), Forestville (District 4)
- 3) Hauser Bridge Road Bridge Replacement at S. Fork Gualala River (C11006), Cazadero (District 5)
- 4) Watmaugh Road Bridge Replacement at Sonoma Creek (C08001), Sonoma (District 1)
- 5) W. Dry Creek Road Bridge Replacement at Pena Creek (C01293), Healdsburg (District 4)

The Department's right of way management is currently provided by Kathy Wood & Associates with a contract period ending on December 15, 2018.

The intent of this extension is to give both agreements the same end date and ensure continuity of right-of-way services while the Department proceeds with a single public procurement for right-of-way services to begin December 16, 2018.

This First Amendment to the agreement with Associated Right of Way Services does not alter the not to exceed total cost of the Original Agreement in the amount of \$280,500.

Discussion:

The five named projects will replace road bridges identified as having seismic and other structural deficiencies and thereby improve the safety and reliability of the subject bridges. The projects are at various stages of development but the advantage to retaining a consultant to perform the right-of-way work on all five was to save the time and expense of releasing an RFP for right-of-way services for each project.

Associated Right of Way Services, Inc. was selected as the consultant for this project following an extensive selection process performed under Federal-Aid guidelines. The Department advertised a Request for Proposals (RFP) in a newspaper of general circulation and directly contacted experienced consultants located within a reasonable distance from Sonoma County known to perform such work. Twenty-five (25) firms requested RFP's. Five (5) proposals were received and evaluated.

The RFP was conducted under California Department of Transportation process. Proposals were evaluated and ranked based on each consultant's response to the following criteria: responsiveness to the RFP and quality and completeness of the proposal; demonstrated ability to perform the services; experience, qualifications and expertise of staff; quality of work; and familiarity with state and federal right-of-way acquisition procedures. Cost proposals were received under separate sealed cover.

Consultant selection for projects using Federal Aid guidelines and the California Department of Transportation process can take from four to six months. Extending this contract until December will allow Associated Right of Way Services to complete critical work on the above projects as well as allow the department time to procure new right-of-way services contracts ensuring continuity of project delivery. If the contract with Associated Right of Way Services was not to be extended, the loss of services could delay completion of the above bridge projects by as much as two years.

Prior Board Actions:

3/17/15: Board approved agreement with Associated Right of Way Services for Right-of-Way Consultant Services for Five (5) Federal-Aid Bridge Projects

Strategic Plan Alignment Goal 3: Invest in the Future

This contract invests in the future by contributing to the replacement of aging public infrastructure.

Fiscal Summary

Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
There are no fiscal impacts associated with this item.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
First Amendment			
Related Items "On File" with the Clerk of the Board:			
Agreement			

Standard Professional Services Agreement (“PSA”)
Revision F – April 2012

AGREEMENT FOR RIGHT OF WAY SERVICES AMENDMENT No. 1

This first amendment ("Amendment"), dated as of _____, 20__ (“Amendment Effective Date”) is to that certain Agreement for professional Services by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Associated Right of Way Services, Inc. (hereinafter "Consultant"), dated March 17, 2015 (“Original Agreement,” and as supplemented and amended by this First Amendment, the “Agreement”).

RECITALS

WHEREAS, County and Consultant entered into that certain Original Agreement, dated March 17, 2015 for right of way services related to the Boyes Boulevard Bridge Replacement Project (C01147), the Wohler Road Bridge at Mark West Creek Replacement Project (C01135), the Hauser Bridge Road Bridge Replacement Project (C11006), the Watmaugh Road Bridge Replacement Project (C08001), and the Pena Creek Bridge Replacement Project (C01293); and

WHEREAS, County and Consultant desire to amend the Original Agreement in order to extend the term.

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

AGREEMENT

1. Section 3 Term of Agreement is hereby deleted in its entirety and replaced with the following language:

“3. This Agreement shall go into effect on Effective Date and will end on December 15, 2018 unless terminated earlier in accordance with the provisions of Article 4 below. Each project scope of services shall specify its own term, which shall conclude before the termination of this Agreement.”

2. Paragraph 9.7 Statutory Compliance is hereby deleted in its entirety and replaced with the following language:

“9.7 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 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.”

COUNTY AND CONSULTANT HAVE CAREFULLY READ AND REVIEWED THIS FIRST AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS FIRST AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.

SIGNATURES FOLLOW ON NEXT PAGE

THIS SPACE LEFT INTENTIONALLY BLANK

CONSULTANT: _____

COUNTY: COUNTY OF SONOMA

By: _____

CERTIFICATES OF INSURANCE ON FILE
WITH AND APPROVED AS TO SUBSTANCE
FOR COUNTY:

Name: _____

Title: _____

By: _____
Department Head

Date: _____

Date: _____

APPROVED AS TO FORM FOR COUNTY:

By: _____
County Counsel

Date: _____

By: _____
or Purchasing Agent

Date: _____

By: _____
Chair Board of Supervisors

Date: _____

ATTEST:

Clerk of the Board of Supervisors



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 16
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: March 13, 2018

Vote Requirement: Majority

Department or Agency Name(s): Transportation and Public Works

Staff Name and Phone Number:

Johannes J. Hoevertsz 707-565-2231

Supervisorial District(s):

All

Title: AB 939 Local Task Force Membership Update

Recommended Actions:

Appoint members to the Sonoma County Local Task Force on Integrated Waste Management (AB 939 Local Task Force) for a term beginning March 13, 2018 and ending March 31, 2021.

Executive Summary:

The Integrated Waste Management Act of 1989 (AB 939) required the Board of Supervisors to appoint a local task force for development and updating of the County's Integrated Waste Management Plan. This plan includes a Source Reduction and Recycling Element, a Household Hazardous Waste Element, a Non-Disposal Facility Element, and a Siting Element, and to advise the Board on other solid waste resource management issues. The AB 939 Local Task Force is requesting the Board appoint new members for a new three-year term to fill vacant seats.

Discussion:

The AB 939 Local Task Force serves as an advisory committee to the Board of Supervisors and the Sonoma County Waste Management Agency (SCWMA) on solid waste issues as well as assists with the development of and revisions to the Sonoma County Countywide Integrated Waste Management Plan.

The term of the appointment to the Local Task Force is three years. The Board is requested to appoint new interested members to the Local Task Force.

Proposed New Appointments

The following individuals are proposed new appointments to various positions as follows:

- Joey Hejnowicz as the primary representative for the City of Santa Rosa position
- Leslye Choate as the secondary representative for the Local Law Enforcement position
- Celia Furber of Recology as the primary representative for the first Solid Waste Industry position
- Justin Wilcock of Sonoma County Resource Recovery as the primary representative for the second Solid Waste Industry position

- Ernie Carpenter as the primary representative for the Climate Change Organization position
- Robin Factor of Clean River Alliance representing Clean Water Organization as secondary representative for the Climate Change Organization position

A full membership listing of the Local Task Force is provided as an attachment.

Prior Board Actions:

4/25/17: Resolution 17-0169 confirmed membership of the LTF and approved revised bylaws.
 6/18/13: Resolution 13-0246 appointed Jennifer Sylvester, Ernie Carpenter, and Liz Bortolotto to the membership.
 5/22/12: Resolution No. 12-0270 appointed Will Pier, Pamela Davis, and Mike Dittmore to the membership.
 9/13/11: Resolution No. 11-0489 added new members and confirmed membership of Local Task Force (LTF).
 8/3/10: Resolution No. 10-0579 revised bylaws, added new members, and confirmed membership of Local Task Force (LTF).
 9/26/06: Resolution No. 06-823 confirmed membership of the LTF.
 8/5/03: Resolution No. 03-0830 confirmed membership of the LTF and approved amended bylaws.
 7/18/00: Resolution No. 00-0873 confirmed membership of the LTF.
 12/17/96: Resolution No. 96-1648 adopted the proposed bylaws which established the LTF as an ongoing solid waste advisory committee to the Board of Supervisors.
 7/10/90: Resolution No. 90-1282 appointed representatives from interest groups to the LTF to assist in coordinating the development of the Integrated Waste Management Plan for the County of Sonoma as mandated by AB 939.
 3/13/90: Resolution No. 90-0437 established the LTF on Integrated Waste Management.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

The AB 939 Local Task Force advises the Board on waste related issues. Increased participation may result in additional waste-saving measures which could better protect the environment and reduce impacts on the ratepayers.

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
There are no fiscal impacts associated with this board action.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Attachment 1: Proposed Local Task Force Membership List			
Related Items “On File” with the Clerk of the Board:			

Representing	Member Name	Appointment	Term Expires
Agriculture Industry	Will Bakx	Summ Act #17, 4/25/2017	4/25/2020
Agriculture Industry (Alternate)	Vacant	Vacant	
Clean Water Organization	Chris Brokate	Summ Act #17, 4/25/2017	4/25/2020
Clean Water Organization (Alternate)	Robin Factor		
Climate Change Organization	Ernie Carpenter		
Cloverdale	Vacant	Vacant	
Cloverdale (Alternate)	Vacant	Vacant	
Cotati	John Labarge	Summ Act #17, 4/25/2017	4/25/2020
Cotati (Alternate)	Mark Soiland	Summ Act #17, 4/25/2017	4/25/2020
First District	Greg Carr	Summ Act #17, 4/25/2017	4/25/2020
First District (Alternate)	Vacant	Vacant	
Second District	Vacant	Vacant	
Second District (Alternate)	Vacant	Vacant	
Third District	Kristyn Byrne	Summ Act #17, 4/25/2017	4/25/2020
Third District (Alternate)	Vacant	Vacant	
Fourth District	Stu Clark	Summ Act #17, 4/25/2017	4/25/2020
Fourth District (Alternate)	Vacant	Vacant	
Fifth District	Pamela Davis	Summ Act #17, 4/25/2017	4/25/2020
Fifth District (Alternate)	Vacant	Vacant	
Education Representative	Elizabeth Bortolotto	Summ Act #17, 4/25/2017	4/25/2020
Education Representative (Alternate)	Vacant	Vacant	
Healdsburg	Vacant	Vacant	
Healdsburg (Alternate)	Vacant	Vacant	
League of Women Voters	Max Bridges	Summ Act #17, 4/25/2017	4/25/2020
League of Women Voters (Alternate)	Vacant	Vacant	
Local Enforcement Agent	Jennifer Lyle	Summ Act #17, 4/25/2017	4/25/2020
Local Enforcement Agent (Alternate)	Leslye Choate		
Marketing Specialist (Alternate)	Mike Anderson	Summ Act #17, 4/25/2017	4/25/2020
Non-Profit Recycling Organization	Portia Sinnott	Summ Act #17, 4/25/2017	4/25/2020
Non-Profit Recycling Organization (Alternate)	Bob Besso	Summ Act #17, 4/25/2017	4/25/2020
Petaluma	Diane Ramirez	Summ Act #17, 4/25/2017	4/25/2020
Petaluma (Alternate)	Vacant	Vacant	
Rohnert Park	Vacant	Vacant	
Rohnert Park (Alternate)	Vacant	Vacant	
Santa Rosa	Joey Hejnowicz		
Santa Rosa (Alternate)	Tasha Wright	Summ Act #17, 4/25/2017	4/25/2020
Santa Rosa Chamber of Commerce	Mike Dittmore	Summ Act #17, 4/25/2017	4/25/2020
Santa Rosa Chamber of Commerce	Vacant	Vacant	
Scientific Representative	Arthur Deicke	Summ Act #17, 4/25/2017	4/25/2020
Scientific Representative (Alternate)	Tara McRann	Summ Act #17, 4/25/2017	4/25/2020
Sebastopol	Vacant	Vacant	
Sebastopol (Alternate)	Vacant	Vacant	
Sierra Club	Ken Wells	Summ Act #17, 4/25/2017	4/25/2020
Sierra Club (Alternate)	Vacant	Vacant	
Solid Waste Industry	Celia Furber		
Solid Waste Industry	Justin Wilcock		
Sonoma	Vacant	Vacant	
Sonoma (Alternate)	Vacant	Vacant	
Sonoma County Recycling Assn.	Lisa Hardin	Summ Act #17, 4/25/2017	4/25/2020
Sonoma County Recycling Assn. (Alternate)	Lee Pierce	Summ Act #17, 4/25/2017	4/25/2020
Transportation and Public Works Dept	Trish Pisenti	Summ Act #17, 4/25/2017	4/25/2020
Transportation and Public Works Dept (Alternate)	Johannes Hoevertsz	Summ Act #17, 4/25/2017	4/25/2020
Windsor	Kristina Owens	Summ Act #17, 4/25/2017	4/25/2020
Windsor (Alternate)	Leslie Lukacs	Summ Act #17, 4/25/2017	4/25/2020



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: March 13, 2018

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisorial District(s):

Supervisor James Gore 565-2241

Fourth District

Title: Gold Resolution

Recommended Actions:

Approve Gold Resolution Proclaiming the week of March 18 through March 24, 2018 as National Surveyor's Week in Sonoma County.

Executive Summary:

Prior Board Actions:

Strategic Plan Alignment

Fiscal Summary - FY 16-17

Expenditures		Funding Source(s)	
Budgeted Amount	\$		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$	Total Sources	\$

Narrative Explanation of Fiscal Impacts (If Required):

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Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

--

Attachments:

Gold Resolution (already presented offsite.)

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

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Date: March 13, 2018

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Resolution Of The Board of Supervisors Proclaiming the week of March 18 through March 24, 2018 as National Surveyor's Week in Sonoma County

Whereas, Surveying has been an essential element in the development of the human environment since the beginning of recorded history and it is a requirement in the planning and execution of nearly every form of construction with its most familiar modern uses in the fields of transport, building and construction, communications, mapping, and the definition of legal boundaries for land ownership; and

Whereas, In order to accomplish their objectives, surveyors use elements of engineering, physics, mathematics, astronomy, law, and history; and

Whereas, Since the colonial days of the United States, surveyors have been leaders in the community, statesmen, influential citizens, and shapers of cultural standards; former notable surveyors include George Washington, Thomas Jefferson, Abraham Lincoln, Lewis and Clark, Daniel Boone, and Henry David Thoreau, among many others; and

Whereas, Many services are now provided through the use of sophisticated surveying equipment and techniques, including satellite-borne remote sensing devices and automated positioning, measuring, record, and plotting equipment; and

Whereas, The establishment of the week of March 18-24, 2018 as National Surveyors Week is a fitting tribute to all surveyors;

Now, Therefore, Be It Resolved, that the Sonoma County Board of Supervisors proclaims the week of March 18 through March 24, 2018 as National Surveyor's Week in Sonoma County.

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Resolution #

Date:

Page 2

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

Directors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 18
(This Section for use by Clerk of the Board Only.)

To: Sonoma County Board of Supervisors

Board Agenda Date: March 13, 2018

Vote Requirement: Majority

Department or Agency Name(s): Human Services and Health Services Department

Staff Name and Phone Number:

Karen Fies: 565-6990
Barbie Robinson: 565-4777

Supervisorial District(s):

All

Title: National Professional Social Worker Month

Recommended Actions:

Adopt a Resolution declaring the Month of March 2018 as National Professional Social Worker Month in Sonoma County.

Executive Summary:

Beginning in 1984, the White House officially designated March as National Professional Social Worker Month. Annually, the Sonoma County Board of Supervisors designates March as National Professional Social Worker Month in Sonoma County. The social work profession is noteworthy for its emphasis on ethics and values, its respect for diversity, its advocacy for social and economic justice, and its rigorous academic, field, and professional training. Sonoma County Health and Human Services employs over 220 Social Workers and recognizes March as National Professional Social Worker Month in Sonoma County to highlight their important work in our local community.

Discussion:

The primary mission of social work is to enhance human well-being and help meet the basic needs of all people, especially the most vulnerable. Social Workers are on the front lines, developing, advocating and delivering social programs that are responsive to human needs such as homelessness, poverty, family crisis, abuse, mental illness, disability, alcohol and substance abuse, domestic violence and many other issues. Social Workers strengthen communities, expand opportunities for the individuals and families they work with, and work to facilitate humane changes in policies and legislation that will improve the lives of everyone.

Currently, approximately 220 Social Workers are employed by the County of Sonoma. Sonoma County Social Workers have chosen their careers in order to make a significant impact in the lives of children, youth, families, older adults and persons with disabilities. They have specialized skills in family assessment, interviewing, information and resources referral, case management, community outreach,

legal and court services, and advocacy. Social Workers demonstrate dedication, leadership, and commitment to social change and the well-being of all people 24 hours a day/7 days a week. The efforts and dedication of Sonoma County Social Workers are truly appreciated.

Each March the Sonoma County Board of Supervisors has joined with the Sonoma County Directors of the Human Services Department and the Health Services Department to recognize the efforts and dedication of the Sonoma County Social Workers. The Board of Supervisors values Social Workers contribution and recognizes the exemplary service of the professionally trained Social Workers who serve within this community.

Prior Board Actions:

March 7, 2017: The Board of Supervisors honored Social Workers by declaring the Month of March 2017 as Social Worker Month in Sonoma County.

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Goal 4 – Civic Services and Engagement: This resolution acknowledges the importance of the social work being provided by County entities in support of individuals and families in Sonoma County.

Fiscal Summary

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

Narrative Explanation of Fiscal Impacts:

N/A

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



County of Sonoma
State of California

Date: March 13, 2018

Item Number: _____

Resolution Number: _____



4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma,
State Of California, Declaring March 2018 As
Professional Social Worker Month In Sonoma County**

Whereas, the County of Sonoma recognizes the value of professionally trained Social Workers to further the goals and missions that benefit the residents of the county; and

Whereas, Social Workers, whether in direct service, supervision, administration or policy development make an impact in all of Sonoma County; and

Whereas, Social Workers use their education, professional training, and commitment to open the doors of access and opportunity for everyone, especially those in greatest need. They serve individuals and families through home visiting programs, children’s medical services, child protection, foster care, adoption, child abuse prevention, adult protection, adult abuse prevention, care management, in-home support services, and behavioral health services; and

Whereas, the County of Sonoma has 220 Social Workers on the front lines of our communities every day; and

Whereas, the Human Services and Health Services Departments have identified the need to continue to offer the highest level of services for their social work programs.

Now, Therefore, Be It Resolved that the Board of Supervisors of Sonoma County does hereby declare March 2018 as Professional Social Worker Month in Sonoma County.

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, Sonoma County Water Agency Board of Directors and the Sonoma County Public Financing Authority Board Members

Board Agenda Date: March 13, 2018

Vote Requirement: Majority

Department or Agency Name(s): General Services, Auditor-Controller/Treasurer-Tax Collector, Sonoma County Water Agency, and Sonoma County Public Financing Authority

Staff Name and Phone Number:

Jane Elias: 707-565-6483

Supervisorial District(s):

Title: Sonoma County Energy Independence Program Bonding Authorization and Combination of Recorded Documents

Recommended Actions:

A. Acting as the Board of Directors of the Sonoma County Public Finance Authority: Adopt resolutions and approve agreements with the County authorizing continued issuance and sale of revenue bonds, to fund the Sonoma County Energy Independence Program; and

B. Acting as the County Board of Supervisors: Adopt resolutions authorizing the Treasurer to invest in bonds issued by the Public Finance Authority and authorizing execution of various related agreements with the Public Finance Authority, including a bond purchase agreement and a loan agreement; and

C. Acting as the Directors of the Sonoma County Water Agency: Adopt resolutions withdrawing funds from the County Treasury Pool, and authorizing the withdrawn funds to be invested in Sonoma County Energy Independence Program bonds as a long-term Water Agency investment.

D. Acting as the County Board of Supervisors: Adopt resolution authorized by its Resolution No. 09-0271 to combine recorded documents for Sonoma County Energy Independence Program Property Assessed Clean Energy assessments by Sonoma County.

Executive Summary:

In this summary, we are requesting authorization to issue bonds and enter into related financing agreements to continue the Sonoma County Energy Independence Program over the next six months. In September 2017, the Board authorized bonds to be issued by the Public Financing Authority, that were subsequently purchased (invested) by the Treasury on behalf of the Treasury Pool (\$45 million) or the Sonoma County Water Agency (\$15 million) for the purposes of the Sonoma County Energy Independence Program. This authorization expires on March 31st, 2018. Should the Board adopt the

recommended actions then at the end of this next six months of financing (September 2018), Sonoma County Energy Independence Program and Auditor Controller Treasurer Tax Collector staff will return to the Board with the regularly scheduled six month bonding and yearly interest rate determination item.

Since the bonds carry a final maturity in excess of 5 years, Government Code section 53601 requires that the Board approve and authorize the Treasurer to make these dedicated investments. The \$60 million limit reflects the prior total bond funding commitment from the Treasury and the Water Agency collectively.

Discussion:

On March 25, 2009, the Board of Supervisors established the Sonoma County Energy Independence Program (“Program”). Since the Program’s inception, staff has provided the Board with regular program reports. Below is a summary of updates since the last Board item in September 2017.

Existing Construction and Accessory Dwelling Units

The Program provides financing for over ninety (90) types of improvements. These improvements include heating, ventilation and cooling, water heaters, roofing, insulation, air sealing, windows, siding, electric vehicle charging and solar to name a few. In the rebuild efforts for fire-damaged properties, the Program can finance these improvements. California law also allows property owners to utilize Property Assessed Clean Energy (“PACE”) financing when converting existing space to an accessory dwelling unit. Accessory dwelling units are an essential component in addressing the housing needs in Sonoma. PACE can finance the efficiency, water and generation features of the conversion.

New Construction

Statewide, PACE is also recognized as a gap financing option to accelerate new housing construction. The California legislature passed Assembly Bill 1883 in 2014, allowing PACE to finance the energy, water and generation features in new construction. Property owners and contractors have expressed interest in using PACE financing as an option for rebuilding from the October fires. New construction features financed with PACE include high efficiency plumbing and water heating, heating, cooling and ventilation systems, insulation, air sealing, siding, cool roofs, high performance windows, electric vehicle charging and solar electric systems.

Program Activity

In 2017, ninety-two (92) applicants signed contracts for a total requested amount of \$3.75 million dollars, including three (3) commercial properties. This resulted in 10,742 metric tons of greenhouse gas reduced, over 45 jobs created or retained and 111 energy, water and solar improvements financed. The table represents monthly Program queries, applications and contracts data and illustrates seasonal trends. Historically, the construction trades slow down during the winter and this is reflected in the number of Program applications received. There has been a general downward trend in queries over the past two years. However, the ratio of queries converted to applications received has increased. Additionally, the number of approvals and contracts signed has remained steady. Since the October 2017 fires, there has been a significant increase in the number of queries. Homeowners are seeking out information on energy efficiency, Title 24 code compliant rebuilds, available financing and incentives. Program financing when combined with the existing and proposed rebuild incentives expands fire survivors rebuild options.

	Bond Date	No. Queries	Apps Recvd	Apps Withdrawn or Denied	Apps Approved	Contracts Signed	Projects Funded	Funding Requests	Bonded Amount	Total Number of Improvements
2016	Jan	111	5	2	4	5	10	\$ 242,142	\$ 302,533	26
	Feb	144	5	1	4	5	11	\$ 142,113	\$ 346,867	19
	Mar	182	10	2	8	5	5	\$ 442,856	\$ 155,177	13
	Apr	144	10	2	10	12	5	\$ 235,804	\$ 202,450	12
	May	137	7	2	7	6	7	\$ 161,265	\$ 262,322	13
	Jun	165	13	1	8	5	7	\$ 349,126	\$ 188,451	14
	Jun	184	15	3	15	15	7	\$ 383,275	\$ 391,329	9
	Aug	171	13	1	7	6	6	\$ 256,420	\$ 89,232	10
	Sep	146	11	4	13	13	11	\$ 377,456	\$ 282,965	14
	Oct	171	8	3	8	9	5	\$ 203,798	\$ 140,163	11
	Nov	91	7	1	9	11	12	\$ 134,155	\$ 373,200	13
	Dec	112	2	0	1	1	9	\$ 67,900	\$ 138,286	10
TOTAL		1,758	106	22	94	93	95	\$ 2,996,311	\$ 2,872,974	164
2017	Jan	135	6	2	3	3	8	\$ 161,983	\$ 314,377	13
	Feb	123	9	0	10	10	10	\$ 236,371	\$ 200,683	11
	Mar	98	6	1	6	4	1	\$ 307,337	\$ 7,107	3
	Apr	105	4	0	5	6	7	\$ 45,877	\$ 169,936	11
	May	91	10	0	5	4	5	\$ 459,531	\$ 147,357	11
	Jun	79	15	1	7	9	8	\$ 452,125	\$ 202,862	18
	Jun	49	14	1	13	11	1	\$ 377,902	\$ 47,477	1
	Aug	81	18	3	13	11	5	\$ 593,776	\$ 101,587	5
	Sep	93	11	3	11	12	11	\$ 404,868	\$ 529,002	18
	Oct	26	13	3	7	5	6	\$ 273,397	\$ 242,021	0
	Nov	66	10	5	11	10	4	\$ 432,511	\$ 114,454	5
	Dec	145	1	2	3	7	9	\$ 6,400	\$ 219,254	15
TOTAL		1,091	117	21	94	92	75	\$ 3,752,078	\$ 2,296,115	111
Overall TOTAL		2,849	223	43	188	185	170	6,748,389	5,169,089	275

Additionally, the Program uses no County general fund dollars. The funds are provided and invested locally and local contractors complete over ninety percent (90%) of all projects financed. The Program financing also includes consumer protections and assurances unlike any other type of financing available to consumers.

The Sonoma County Energy Independence Program Property Assessed Clean Energy team has created new streamlined documentation for the recording of assessments to minimize recording fees to property owners within Sonoma County. Historically three documents were recorded: Notice of Assessment, Payment of Contractual Assessment and the Sonoma County Energy Independence Program Assessment Contract. This package would incur three \$75 fees under Senate Bill 2 Affordable Housing and Jobs Act Fee. Staff propose combining the Notice of Assessment and the Payment of Contractual Assessment described in subsection (d) of Section 5898.24 with the notice required by Section 5898.32 and recorded as a single document as proposed by the attached resolution. The Sonoma County Recorder's office will accept the necessary documentation for recording assessments and only apply two \$75 fees to the Sonoma County Energy Independence Program Property Assessed Clean Energy. The total amount of recording fees will be \$216, a savings of \$75.00. This includes the standard \$66 recording fee and the additional \$150 for the SB-2 Affordable Housing and Jobs Act Fee.

Prior Board Actions:

This is the regular semi-annual bonding and investment action. Most recent actions include:
9/19/17 – Sonoma County Energy Independence Program bond authorization and investment and interest rate determination.
3/21/17 – Sonoma County Energy Independence Program bond authorization and investment.
9/27/16 – Sonoma County Energy Independence Program bond authorization and investment and interest rate determination.
3/8/16 – Sonoma County Energy Independence Program bond authorization and investment.
9/15/15 – Sonoma County Energy Independence Program bond authorization and investment and interest rate determination.
3/17/15 – Sonoma County Energy Independence Program bond authorization and investment.
9/23/14 – Sonoma County Energy Independence Program bond authorization and investment and interest rate determination.
3/25/14 – Sonoma County Energy Independence Program bond authorization and investment.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

The Sonoma County Energy Independence Program provides financing to property owners for energy efficiency, water conservation, and renewable energy generation improvements to their existing buildings. Partially damaged structures can utilize Property Assessed Clean Energy for water and energy features that need to be rebuilt. These improvements result in reduced energy use, reduced greenhouse gas emissions, increased utility bill savings, increased employment for building contractors and suppliers, and facilitates all County, City and State efforts to meet their aggressive climate plan goals.

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
No general fund dollars are used to support the Sonoma County Energy Independence Program. This action is necessary to continue to operate the Program. SB-2 Affordable Housing and Jobs Act Fee will not incur added fiscal impacts as this is a pass through fee.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
There are no General Fund impacts.			
Attachments:			
Attachment 1: Resolution authorizing the Public Financing Authority to issue and sell Sonoma County Energy Independence Program contractual assessment revenue bonds			
Attachment 2: County Resolution Authorizing the Treasury to Invest in Sonoma County Energy Independence Program contractual assessment revenue bonds			
Attachment 3: County Resolution consenting to Water Agency investment in Sonoma County Energy Independence Program contractual assessment revenue bonds			

Attachment 4: Water Agency Resolution Authorizing the Water Agency Funds to Invest in Sonoma County Energy Independence Program contractual assessment revenue bonds

Attachment 5: County Resolution Approving Loan Agreements

Attachment 6: Authorization Document Combination

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

Bond Purchase Agreement between the Treasury and Public Financing Authority to purchase Sonoma County Energy Independence Program contractual assessment revenue bonds (agreement#1)

Loan Agreement between the County and the Public Financing Authority (agreement#2)

Sonoma County Energy Independence Program Report Summary



County of Sonoma
State of California

Date: March 13, 2018

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**Resolution Of The Governing Board Of The Sonoma County Public Financing Authority,
Providing For The Issuance And Sale Of Contractual Assessment Revenue Bonds, Approving As
To Form And Authorizing The Execution And Delivery Of Loan Agreements And Bond
Purchase Agreements In Connection Therewith, And Authorizing Certain Other Matters
Relating Thereto**

RECITALS:

A. The Board of Supervisors ("County Board") of the County of Sonoma, California (the "County") by its Resolution No. 09-0184 (the "Resolution of Intention") declared its intention to establish the Sonoma County Energy Independence Program (the "SCEIP") to finance the acquisition and construction or installation of distributed generation renewable energy sources and energy efficiency improvements, which include water efficiency improvements (the "Improvements"), on or in properties in the County through contractual assessments pursuant to Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code, commencing with Section 5898.10, ("Chapter 29") and ordered the preparation and filing of a report (the "Report") with the County Board and provided that bonds may be issued under the Resolution of Intention pursuant to the provisions of Chapter 29 or, in cooperation with the Sonoma County Public Financing Authority (the "Authority"), pursuant to the provisions of Articles 1 through 4 (commencing with Section 6500) of the Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, as amended (the "JPA Act"), including the provisions of the Marks-Roos Local Bond Pooling Act of 1985, constituting Article 4 of the JPA Act, as it may be amended from time to time.

B. Following notice duly given in accordance with law, the County Board held a public hearing regarding the SCEIP as described in the Report.

C. Following the public hearing, pursuant to its Resolution No. 09-0271, the County Board established the SCEIP and confirmed contractual assessments to be levied against properties in the County within the parameters of the Report.

D. Pursuant to the SCEIP, the County may enter into contractual assessment agreements (each, an "Assessment Contract") with property owners whereby the County will extend financing to such property owners for the construction and/or installation of Improvements on or in the owners' properties.

Resolution #

Date:

Page 2

E. Pursuant to the Assessment Contracts, the property owners who are parties to such agreements will agree to repay the amounts disbursed to the owners under the Assessment Contracts, plus Capitalized Interest (defined herein), if applicable, through the levy of assessments by the County against the property owners' properties pursuant to Section 5898.30 of Chapter 29 (each, an "Assessment").

F. The Governing Board of the Authority (the "Authority Board") pursuant to its Resolution 09-0359 (the "Initial Resolution of Issuance") previously issued contractual assessment revenue bonds under and pursuant to the JPA Act for the purpose of providing funds to make separate loans (a separate loan with respect to each series of bonds) (the "Loans") to the County to make disbursements pursuant to the Assessment Contracts to property owners for the cost of Improvements.

G. The Initial Resolution of Issuance anticipated that the need may arise in the future, for the purpose of providing financing for the SCEIP, for the Authority Board to adopt additional resolutions providing for the issuance and sale of additional series of contractual assessment revenue bonds (each, an "Additional Series of Bonds") under and pursuant to the JPA Act and approving as to form and authorizing the execution and delivery of loan agreements and bond purchase agreements in connection therewith (each, an "Additional Resolution of Issuance").

H. Upon expiration of the authority to issue bonds pursuant to the Initial Resolution of Issuance, the Authority Board adopted an Additional Resolution of Issuance, Resolution No. 09-0689 (the "Second Resolution of Issuance"), upon expiration of the authority to issue bonds pursuant to the Second Resolution of Issuance, the Authority Board adopted an Additional Resolution of Issuance, Resolution No. 09-1024 (the "Third Resolution of Issuance"), upon expiration of the authority to issue bonds pursuant to the Third Resolution of Issuance, the Authority Board adopted an Additional Resolution of Issuance, Resolution No. 10-0324 (the "Fourth Resolution of Issuance"), upon expiration of the authority to issue bonds pursuant to the Fourth Resolution of Issuance, the Authority Board adopted an Additional Resolution of Issuance, Resolution No. 10-0612 (the "Fifth Resolution of Issuance"), upon expiration of the authority to issue bonds pursuant to the Fifth Resolution of Issuance, the Authority Board adopted an Additional Resolution of Issuance, Resolution No. 11-0135 (the "Sixth Resolution of Issuance"), upon expiration of the authority to issue bonds pursuant to the Sixth Resolution of Issuance, the Authority Board adopted an Additional Resolution of Issuance, Resolution No. 11-0506 (the "Seventh Resolution of Issuance"), and upon expiration of the authority to issue bonds pursuant to the Seventh Resolution of Issuance, the Authority Board adopted an Additional Resolution of Issuance, Resolution No. 12-0144 (the "Eighth Resolution of Issuance"), and upon expiration of the authority to issue bonds pursuant to the Eighth Resolution of Issuance, the Authority Board adopted an Additional Resolution of Issuance, Resolution No. 13-0117 (the "Ninth Resolution of Issuance"), and upon expiration of the authority to issue bonds pursuant to the Ninth Resolution of Issuance, the Authority Board adopted an Additional Resolution of Issuance, Resolution No. 13-0380 (the "Tenth Resolution of Issuance"), and upon expiration of the authority to issue bonds pursuant to the Tenth Resolution of Issuance, the Authority Board adopted an Additional Resolution of Issuance, Resolution No 14-0109 (the "Eleventh Resolution of Issuance"), and upon expiration of the authority to issue bonds pursuant to the Eleventh Resolution of Issuance, the Authority Board adopted an Additional Resolution of Issuance, Resolution No 14-0383 (the

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“Twelfth Resolution of Issuance”) , and upon expiration of the authority to issue bonds pursuant to the Twelfth Resolution of Issuance, the Authority Board adopted an Additional Resolution of Issuance, Resolution No 15-0094 (the “Thirteenth Resolution of Issuance”), and upon expiration of the authority to issue bonds pursuant to the Thirteenth Resolution of Issuance, the Authority Board adopted an Additional Resolution of Issuance, Resolution No 15-0373 (the “Fourteenth Resolution of Issuance”), and upon expiration of the authority to issue bonds pursuant to the Fourteenth Resolution of Issuance, the Authority Board adopted an Additional Resolution of Issuance, Resolution No 16-0068 (the “Fifteenth Resolution of Issuance”), upon expiration of the authority to issue bonds pursuant to the Fifteenth Resolution of Issuance, the Authority Board adopted an Additional Resolution of Issuance, Resolution No 16-0372 (the “Sixteenth Resolution of Issuance”), and upon expiration of the authority to issue bonds pursuant to the Sixteenth Resolution of Issuance, the Authority Board adopted an Additional Resolution of Issuance, Resolution No 17-0130 (the “Seventeenth Resolution of Issuance”), and upon expiration of the authority to issue bonds pursuant to the Seventeenth Resolution of Issuance, the Authority Board adopted an Additional Resolution of Issuance, Resolution No 17-0350 (the “Eighteenth Resolution of Issuance”) pursuant to which Resolutions of Issuance the Authority Board issued Additional Series of Bonds under and pursuant to the JPA Act for the purpose of providing funds to make separate Loans to the County to make disbursements pursuant to the Assessment Contracts to property owners for the cost of Improvements.

J. The authority to issue bonds pursuant to the Seventeenth Resolution of Issuance expires on March 31, 2018, and upon such expiration the Authority Board desires to issue several Additional Series of Bonds (as determined in accordance with Sections 2.3 and 11.1 of this Resolution) (the “Bonds”), pursuant to and secured by this Resolution in the manner provided herein.

K. The issuance of the Bonds to provide funding for and in accordance with the SCEIP will provide significant public benefits to the citizens of the County in the form of more efficient delivery of the SCEIP to residential and commercial development within the County.

L. As required by Section 9 of the Initial Resolution of Issuance, this Additional Resolution of Issuance and related agreements are substantially in the form of the Initial Resolution of Issuance and the agreements approved thereby.

M. In order to effectuate the sale of the Bonds, the Authority Board desires to approve the form of, and authorize the execution and delivery of, one or more loan agreements (each, a “Loan Agreement” and collectively, the “Loan Agreements”) and one or more bond purchase agreements (each individually, and collectively, as the context may require, the “Purchase Agreement”), the forms of which are on file with the Secretary of the Authority.

NOW THEREFORE, THE GOVERNING BOARD OF THE SONOMA COUNTY PUBLIC FINANCING AUTHORITY, CALIFORNIA HEREBY FINDS, DETERMINES, RESOLVES AND ORDERS AS FOLLOWS:

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SECTION 1. DEFINITIONS; RULES OF CONSTRUCTION; AUTHORIZATION AND PURPOSE OF BONDS; EQUAL SECURITY.

Section 1.1. Definitions. Unless the context otherwise requires, the following terms shall, for all purposes of this Resolution and of any Supplemental Resolution and of the Bonds, and of any certificate, opinion or other document herein mentioned, have the following meanings:

“Alternate Purchaser” means an original purchaser of a Series of Bonds, which is authorized as an original purchaser by an Alternate Purchaser Resolution of the Authority, and which is not the Treasurer of the County of Sonoma, for and on behalf of the County Pool, or, for and on behalf of the Sonoma County Water Agency.

“Alternate Purchaser Resolution” means a resolution of the Authority authorizing an Alternate Purchaser to purchase a Series of Bonds, specifying the original aggregate principal amount of such Series of Bonds and approving the form of the Purchase Agreement for such Series of Bonds.

“Assessment Contracts” means, as to each Loan, the agreements by and between the County and property owners identified on the “Assessment Contract Schedule” attached as “Exhibit A” to the governing Loan Agreement, whereby the County agrees to provide financing to such property owners for the installation and/or construction of Improvements to the owners’ properties.

“Assessment Installments” means, as to each Loan, the installments of principal, interest and premium, if any, to be paid on the unpaid Assessments by the owners of real property as provided by the applicable Assessment Contracts. The term “Assessment Installments” does not include the “Annual Administrative Assessment” paid by property owners pursuant to the Assessment Contracts.

“Assessment Revenues” means, as to each Loan, the revenues received by the County in each Fiscal Year from the collection of the annual Assessment Installments, including any interest and penalties thereon and the proceeds of the exercise of any of the remedies for delinquent payments available under the applicable Loan Agreement or under Chapter 29; except to the extent and so long as the Assessments are included in the County’s Alternative Method of Distribution of Tax Levies and Collections and of Tax Sale Proceeds (Teeter Plan), pursuant to Sections 4701 through 4717 of the California Revenue and Taxation Code, “Assessment Revenues” shall include only amounts attributable to the principal of Assessments and the interest thereon received by the County in each Fiscal Year from the collection of the annual Assessment Installments, and shall not include any penalties on Assessments, nor any statutory interest accruing on Assessments upon delinquency, nor the proceeds of the exercise of any of the remedies for delinquent payments available under the applicable Loan Agreement or under Chapter 29.

“Assessments” means, as to each Loan, the unpaid assessments levied by the County pursuant to Chapter 29 under the proceedings taken pursuant to the Resolution of Intention, constituting a first lien and charge upon real properties in the County as provided by the applicable Assessment Contracts.

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“Available Term” means the available repayment terms of 5 years, 10 years, or 20 years with respect to Assessment Contracts securing any Loan, or any of them (as the context may require).

“Authority” means the Sonoma County Public Financing Authority, California.

“Authority Board” means the Governing Board of the Authority.

“Authority Treasurer” means the Treasurer of the Authority.

“Authorized Investment” means any obligation in which the Authority may lawfully invest its funds.

“Authorized Principal Amount” means an aggregate principal amount not to exceed \$60,000,000, less an amount equal to the original aggregate principal amount of any bonds issued pursuant to the Initial Resolution of Issuance, the Second Resolution of Issuance, the Third Resolution of Issuance, the Fourth Resolution of Issuance, the Fifth Resolution of Issuance, the Sixth Resolution of Issuance, the Seventh Resolution of Issuance, the Eighth Resolution of Issuance, the Ninth Resolution of Issuance, the Tenth Resolution of Issuance, Eleventh Resolution of Issuance, Twelfth Resolution of Issuance, Thirteenth Resolution of Issuance, Fourteenth Resolution of Issuance, Fifteenth Resolution of Issuance which have not been refunded, Sixteenth Resolution of Issuance, Seventeenth Resolution of Issuance, and Eighteenth Resolution of Issuance.

“Authorized Representative of the Authority” means any Member of the Authority Board, provided such Member of the Authority Board is authorized to act on behalf of the Authority under the Authority’s joint exercise of powers agreement, and the Authority Treasurer, and any other person designated by such officers and authorized to act on behalf of the Authority pursuant to this Resolution or any Supplemental Resolution.

“Bond Date” means the dated date of the Bonds, which shall be the Closing Date.

“Bonds” means the contractual assessment revenue bonds authorized by and at any time Outstanding pursuant to the provisions of this Resolution and as designated pursuant to Section 2.3 hereof.

“Business Day” means any day other than (i) a Saturday or a Sunday, (ii) a day on which banking institutions in the State or the Federal Reserve System are authorized or obligated by law or executive order to be closed, or (iii) a day on which the County offices are closed.

“Capitalized Interest” means funded interest on the Bonds through September 1, 2018.

“Chapter 29” means Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code, commencing with Section 5898.10.

“Closing Date” means the date of delivery of the Bonds to or upon the order of the Purchaser.

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“County” means the County of Sonoma, California.

“County Board” means the Board of Supervisors of the County.

“County Pool” means the Sonoma County Treasury Pooled Investment Fund.

“Debt Service Fund” means the Bonds Debt Service Fund created and established pursuant to Section 4.2 hereof.

“Energy Independence Fund” means the fund by that name created and established pursuant to Resolution No. 09-0358 of the County Board, adopted on April 21, 2009.

“Escrow Fund” means the fund by that name created and established pursuant to Section 4.8 hereof.

“Event of Default” means any of the events described in Section 10.1 of this Resolution of Issuance.

“Federal Securities” means those securities described in Sections 1360 and 1360.1 of the California Financial Code and includes United States Treasury notes, bonds, bills or certificates of indebtedness, or obligations for which the faith and credit of the United States are pledged for the payment of principal and interest, including the guaranteed portions of small business administration loans so long as the loans are obligations for which the faith and credit of the United States are pledged for the payment of principal and interest.

“Fiscal Agent” means (i) the Authority Treasurer or (ii) any bank, trust company, national banking association or other financial institution appointed as fiscal agent for the Bonds in the manner provided in this Resolution. Pursuant to Section 6.1 of this Resolution, the initial Fiscal Agent shall be the Authority Treasurer.

“Fiscal Year” means any twelve-month period extending from July 1st in one calendar year to June 30th of the succeeding calendar year, both dates inclusive, or any other twelve-month period selected and designated by the Authority as its official fiscal year period.

“Improvements” means the qualifying distributed generation renewable energy sources and energy efficiency improvements, which include water efficiency improvements, acquired and constructed or installed on or in properties in the County pursuant to the Assessment Contracts.

“Independent Public Accountant” means any certified public accountant or firm of certified public accountants appointed and paid by the Authority, the County, or the County Pool who, or each of whom (i) is in fact independent and not under domination of the Authority, the County, or the County Pool; (ii) does not have any substantial interest, direct or indirect, in the Authority, the County, or the County Pool; and (iii) is not connected with the Authority, the County, or the County Pool as an officer or employee of the Authority, the County, or the County Pool but who may be regularly retained

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to make annual or other audits of the books of, or reports to, the Authority, the County, or the County Pool.

“Interest Payment Date” means, with respect to any Bond, March 2 and September 2 in each year, beginning on September 2, 2018, and continuing thereafter so long as any Bonds of that Series remain Outstanding; provided, however, that, if any such day is not a Business Day, interest up to the Interest Payment Date will be paid on the Business Day next succeeding such date.

“Interest Rate Period” means, with respect to any Bond, a two-year period commencing on September 2 and ending on the second September 1 following such September 2, except that (i) the first Interest Rate Period shall begin on the Bond Date and end on the last subsequently occurring September 1 which is not more than 23 months after the Bond Date, and (ii) the last Interest Rate Period may be a period of duration of two years or less so that such Interest Rate Period terminates on the Maturity Date or Redemption Date of such Bond.

“JPA Act” means Articles 1 through 4 (commencing with Section 6500) of the Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, as amended, including the provisions of the Marks-Roos Local Bond Pooling Act of 1985, constituting Article 4 of the JPA Act.

“Loan” means, collectively, or if the context requires, the applicable Loan made pursuant to the respective Loan Agreement.

“Loan Agreement” means, collectively or, if the context requires, the applicable Loan Agreement, by and between the Authority and the County, each dated as of Closing Date of the related Series of Bonds as set forth in the applicable Purchase Agreement.

“Loan Fund” means the fund by that name established and held by the Fiscal Agent pursuant to Section 4.1 of this Resolution.

“Maturity Date” means the date specified in any Bond on which the principal of such Bond becomes due and payable.

“Non-Refunding Bonds” means any or all (as the context may require) Series of Bonds that do not refund a Series of Bonds issued on an earlier Bond Date.

“Outstanding”, when used as of any particular time with reference to Bonds, means (subject to the provisions of Section 12.6) all Bonds theretofore executed, issued and delivered by the Authority under this Resolution except (i) Bonds theretofore cancelled by the Authority Treasurer or surrendered to the Authority Treasurer for cancellation, (ii) Bonds paid and discharged pursuant to the terms of Section 7, and (iii) Bonds in lieu of or in substitution for which other Bonds shall have been executed, issued and delivered pursuant to this Resolution.

“Owner” when used with respect to any Bond, means the person in whose name the ownership of such Bond is registered on the Registration Books maintained by the Fiscal Agent.

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“Principal Payment Date” means, with respect to any Series of Bonds, the applicable September 2 Maturity Date.

“Prior Bonds” means any or all (as the context may require) Series of Bonds that are being refunded by a Series of Bonds issued on a later Bond Date.

“Prior Loan” means, with respect to any Series of Prior Bonds, the Loan made pursuant to the Prior Loan Agreement.

“Prior Loan Agreement” means, with respect to any Series of Prior Bonds, the Loan Agreement related to such Series of Prior Bonds.

“Program Expense Fund” means the fund by that name established in the Energy Independence Fund pursuant to Resolution No. 09-0358 of the County Board, adopted on April 21, 2009.

“Purchase Agreement” means collectively or, if the context requires, the applicable Bond Purchase Agreement authorized pursuant to Section 12.7(d) of this Resolution.

“Purchaser” means (i) the Treasurer of the County of Sonoma, for and on behalf of the County Pool, or, for and on behalf of the Sonoma County Water Agency or (ii) an Alternate Purchaser.

“Refunding Bonds” means any or all (as the context may require) Series of Bonds that refund a Series of Bonds issued on an earlier Bond Date.

“Record Date” means, with respect to any Interest Payment Date, the fifteenth day of the calendar month immediately preceding the applicable Interest Payment Date, whether or not such day is a Business Day.

“Redemption Date” means, with respect to any Bonds, the date on which such Bonds have been called to be redeemed pursuant to Section 3.1 or 3.2 of this Resolution prior to their Maturity Date.

“Redemption Notice” has the meaning provided in Section 3.4 hereof.

“Registration Books” means the records maintained by the Fiscal Agent pursuant to Section 2.10 hereof for the registration and transfer of ownership of the Bonds.

“Resolution” means this Resolution and includes subsequent amendments hereof and any Supplemental Resolution.

“Resolution of Intention” means Resolution No. 09-0184 of the County Board, adopted on March 3, 2009.

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“Revenues” means as to each Series of Bonds, (a) all amounts paid by the County to the Authority or the Fiscal Agent pursuant to the applicable Loan Agreement other than administrative fees and expenses and indemnity against claims payable to the Authority and the Fiscal Agent, (b) all moneys deposited and held from time to time by the Fiscal Agent in the corresponding account of the Debt Service Fund established hereunder with respect to the Bonds, and (c) investment income with respect to any moneys held by the Fiscal Agent in the corresponding account of the Debt Service Fund established hereunder with respect to the Bonds.

“SCEIP” means the Sonoma County Energy Independence Program, established pursuant to Resolution No. 09-0271 of the County Board, adopted on March 25, 2009 under Chapter 29, as modified from time to time.

“Series” means each series of Bonds issued and designated pursuant to and in accordance with Section 2.3 and Section 12.7(d) hereof.

“State” means the State of California.

“Supplemental Resolution” means any resolution adopted by the Authority Board amendatory of or supplemental to this Resolution.

Section 1.2. Rules of Construction. All references in this Resolution to “Sections,” and other subdivisions, unless indicated otherwise, are to the corresponding Sections or subdivisions of this Resolution; and the words “herein,” “hereof,” “hereunder,” and other words of similar import refer to this Resolution as a whole and not to any particular Section or subdivision hereof.

Section 1.3. Authorization and Purpose of Bonds. The Authority Board has reviewed all proceedings heretofore taken relative to the authorization of the Bonds and has found, as a result of such review, and hereby finds and determines that all things, conditions and acts required by law to exist, happen and be performed precedent to and in the issuance of the Bonds do exist, have happened and have been performed in due time, form and manner as required by law, and the Authority is now authorized, pursuant to each and every requirement of law, to issue the Bonds in the manner and form as in this Resolution provided. The Authority Board hereby authorizes the issuance of the Bonds pursuant to the JPA Act and this Resolution for the purpose of providing funds (i) to make the Loans to the County to make disbursements pursuant to the Assessment Contracts to or on behalf of property owners for the cost of Improvements and to make repayments to a revolving fund from which the County disbursed funds to property owners pursuant to Assessment Contracts, and (ii) to fund Capitalized Interest.

Section 1.4. Equal Security. In consideration of the acceptance of the Bonds by the Owners thereof, this Resolution shall be deemed to be and shall constitute a contract between the Authority and the Owners of the Bonds; and the covenants and agreements herein set forth to be performed on behalf of the Authority shall be for the equal and proportionate benefit, security and protection of all Owners of the Bonds without preference, priority or distinction as to security or otherwise of any of the Bonds over any of the others by reason of the number or date thereof or the

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time of sale, execution or delivery thereof, or otherwise for any cause whatsoever, except as expressly provided therein or herein.

SECTION 2. THE BONDS.

Section 2.1. Equality of Bonds, Pledge.

(a) As to each Series of Bonds issued hereunder, the Authority hereby pledges, in trust for the protection and security of the Owners, all of its right, title and interest in the Revenues for the payment of principal of, premium (if any), and interest on such Series. Pursuant to the JPA Act and this Resolution, all Bonds of a Series shall be and are equally secured by a pledge of and lien upon the Revenues.

(b) The Bonds and interest thereon are not payable from the general funds of the Authority or the County. Neither the credit of the County or the Authority nor the taxing power of the County is pledged for the payment of the Bonds or the interest thereon, and no Owner of the Bonds may compel the exercise of any taxing power by the County or force the forfeiture of any of its property. The principal of, and premium (if any) and interest on the Bonds are not a debt of the County nor a legal or equitable pledge, charge, lien or encumbrance upon any of the property of the Authority or the County, or upon any of their income, receipts or revenues, other than the Revenues.

Section 2.2. Collection of Assessments. The Assessment Installments shall be payable as provided in the Assessment Contracts and shall be payable in the same manner and at the same time and in the same installments as general taxes on real property are payable, and become delinquent at the same times and in the same proportionate amounts and bear the same proportionate penalties and interest after delinquency as do general taxes on real property. Nothing in this Resolution or in any Supplemental Resolution shall preclude the redemption prior to maturity of any Bonds or the payment of the Bonds from proceeds of refunding bonds issued under any law of the State.

Section 2.3. Issuance of Bonds. (a) The issuance of the Bonds is hereby authorized as provided in this Resolution in accordance with the provisions of the Resolution of Intention and the JPA Act and the proceedings conducted thereunder. The aggregate initial principal amount of such Bonds shall not exceed the sum of: (i) the Authorized Principal Amount for any Bonds originally purchased by a Purchaser other than an Alternate Purchaser and (ii) the maximum aggregate initial principal amount specified in the applicable Alternate Purchaser Resolution for any Bonds purchased by an Alternate Purchaser.

(b) The Bonds may be issued in Series, with the exact principal amount of each Series of Bonds to be determined by the Authority Treasurer in accordance with Section 12.7(d) of this Resolution.

(c) Each Series of Bonds shall bear a series designation comprised of the calendar year of issuance, a letter designated alphabetically by date of issuance within a calendar year, a number correlating to the repayment period of the Assessment Contracts identified in the Loan Agreement

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relating to such Series and the parenthetical phrase "Non-Residential" for any Series relating solely to Assessment Contracts for properties that are not used for single-family residential purposes. In the event that on any date of issuance, there is more than one Series of Bonds with the same repayment period, with at least one such Series of Bonds to be purchased by the Treasurer of Sonoma County for and on behalf of the Sonoma County Water Agency or an Alternate Purchaser, then the designation of such Series of Bonds to be purchased by the Treasurer of Sonoma County for and on behalf of the County Pool shall include "P-" before the calendar year, the designation of such Series of Bonds to be purchased by the Treasurer of Sonoma County for and on behalf of the Sonoma County Water Agency shall include "W-" before the calendar year, and the designation of such Series of Bonds to be purchased by an Alternate Purchaser shall include "A-" before the calendar year.

(d) If the Bonds are Refunding Bonds, their designation additionally shall indicate they are Refunding Bonds.

(e) The Bonds shall be issued only in fully registered form without coupons in the denomination of \$5,000 or any integral multiple thereof, or in such other denomination or denominations as determined by the Authority Treasurer. The Bonds, the form of Fiscal Agent's certificate of authentication, and the form of assignment to appear thereon, shall be substantially in the form set forth in Exhibit A attached hereto and by this reference incorporated herein, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Resolution. The Bonds shall be dated the applicable Closing Date determined in accordance with the respective Purchase Agreement, and shall mature and be payable on September 2 in the years and in the principal amounts specified in such Purchase Agreement. The interest rate for each Series of Bonds shall be:

(i) calculated on the basis of a 360-day year of twelve 30-day months;

(ii) (A) for the first Interest Rate Period with respect to such Bonds, at an initial rate of three percent (3%); and (B) for any succeeding Interest Rate Period, at a rate equal to one-half of one percent (0.50%) plus the net interest rate earned by the County Pool as of the most recent quarter ending immediately prior to commencement of such Interest Rate Period; or equal to such other interest rate as determined by the Authority, the County, and the Purchaser(s) of the applicable Series of Bonds prior to the commencement of the applicable Interest Rate Periods; and

(iii) in any event shall not exceed 12% per annum.

Section 2.4. Application of Proceeds of Sale of Bonds and Funds Received from the County. Upon the delivery of the Bonds to the purchasers thereof, the Fiscal Agent, on behalf of the Authority, shall receive the proceeds from the sale of the Bonds and shall deposit such proceeds as follows: (a) deposit in the applicable account of the Escrow Fund such amount (if any) as provided in Section 4.8, for the purpose of refunding and defeasing Prior Bonds in accordance therewith, (b) deposit in the applicable account of the Debt Service Fund an amount representing Capitalized Interest, as provided in Section 4.2, to be used to pay interest on the Bonds through September 1, 2018, (c) deposit in the Loan Fund (or the applicable account of the Loan Fund, if accounts therein have been created pursuant to Section 4.1) the amount specified in writing by the County for the purpose of making the

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Loans. The Fiscal Agent shall transfer the balance of the proceeds of the Bonds to the County for deposit in the Program Expense Fund.

Section 2.5. Medium and Payment. Principal of, and premium (if any) and interest on the Bonds shall be payable in lawful money of the United States of America. The principal of each Series of Bonds shall be payable on the respective Maturity Date set forth in the applicable Bonds and in conformance with the applicable Purchase Agreement. Interest with respect to each Bond shall accrue from the respective Bond Date. Interest on any Bond shall be payable from the Interest Payment Date next preceding the date of authentication of that Bond, unless one of the following applies: (i) if such date of authentication is an Interest Payment Date, then interest shall be payable from such date of authentication, (ii) except where clause (iii) is applicable, if the date of authentication is after a Record Date but prior to the immediately succeeding Interest Payment Date, then interest shall be payable from such Interest Payment Date, or (iii) if the date of authentication is prior to the close of business on the first Record Date or if the Bond Date occurs after the 15th day of the calendar month immediately before the first Interest Payment Date, then interest shall be payable from the Bond Date. Notwithstanding the foregoing, if at the time of authentication of such Bond, interest is in default, interest on that Bond shall be payable from the last Interest Payment Date to which the interest has been paid or made available for payment.

Principal of and interest on any Bond shall be paid by check of the Fiscal Agent mailed on or before the Interest Payment Date by first class mail, postage prepaid, to the person whose name appears in the Registration Books as the Owner of such Bond as of the close of business on the Record Date, to the address that appears on the Registration Books (or in such other manner as determined by a Purchaser if such Purchaser is the sole Owner as to a Series of Bonds), provided that the payment of principal of the Bonds on the final Maturity Date and the payment of the principal of the Bonds and any premium due upon the redemption thereof shall be payable upon presentation and surrender thereof at maturity or earlier redemption at the office of the Fiscal Agent. In addition, (i) upon a request in writing received by the Fiscal Agent on or before the applicable Record Date from an Owner of \$1,000,000 or more in principal amount of the Bonds, or (ii) so long as the Purchaser is the sole Owner of any Series of Bonds and the Purchaser requests the Authority for payment by wire transfer, payment shall be made on the Interest Payment Date by wire transfer in immediately available funds to an account designated by such Owner. Further, so long as the Purchaser is the sole Owner of any Series of Bonds, payment may be made on the Interest Payment Date by any other method acceptable to the Owner.

Each Bond shall bear interest until its principal sum has been paid; provided, however, that if at the Maturity Date of any Bond, or if at the Redemption Date of any Bond which has been duly called for redemption as herein provided, funds are available for the payment or redemption thereof in full accordance with the terms of this Resolution, the Bond shall then cease to bear interest.

Section 2.6. Form of Bonds and Certificate of Authentication and Registration. The Bonds shall be sold to the Purchaser and shall be initially issued in the form of a fully registered bond or bonds registered in the name of the Purchaser. The form of the Bond, the form of the certificate of authentication and the form of registration thereon shall be substantially in the form attached hereto as

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Exhibit A and incorporated herein by this reference. The Bonds may be printed, lithographed or typewritten and may contain such reference to any of the provisions of this Resolution as may be appropriate.

Section 2.7. Execution and Authentication. The Bonds shall be executed by the manual or facsimile signature of the Chair of the Authority, or the Vice Chair of the Authority in the Chair's absence, and attested by the manual or facsimile signature of the Secretary of the Authority. In case any one or more of the officers who shall have signed any of the Bonds shall cease to be such officer before the Bonds so signed have been authenticated and delivered by the Authority Treasurer (including new Bonds delivered pursuant to the provisions hereof with reference to the transfer and exchange of Bonds or to lost, stolen, destroyed or mutilated Bonds), such Bonds may, nevertheless, be authenticated and delivered as herein provided, and may be issued as if the persons who signed such Bonds had not ceased to hold such offices.

The Bonds shall bear thereon a certificate of authentication and registration, in the form set forth in Exhibit A hereto, executed by the manual signature of the Authority Treasurer or the Assistant Treasurer of the Authority. Only such Bonds as shall bear thereon such certificate of authentication and registration shall be entitled to any right or benefit under this Resolution, and no Bond shall be valid or obligatory for any purpose until such certificate of authentication and registration shall have been duly executed by the Authority Treasurer.

Section 2.8. Registration of Exchange or Transfer. The registration of any Bond may, in accordance with its terms, be transferred upon the Registration Books by the person in whose name it is registered, in person or by his or her duly authorized attorney, upon surrender of such Bond for cancellation at the office of the Fiscal Agent, accompanied by delivery of a written instrument of transfer in a form acceptable to the Fiscal Agent and duly executed by the Owner or his or her duly authorized attorney. Bonds may be exchanged at the office of the Fiscal Agent for a like aggregate principal amount of Bonds of authorized denominations. The Authority and the Fiscal Agent will not charge for any new Bond issued upon any exchange, but may require the Owner requesting such transfer or exchange to pay any tax or other governmental charge required to be paid with respect to such transfer or exchange. Whenever any Bond or Bonds shall be surrendered for registration of transfer or exchange, the Fiscal Agent shall authenticate and deliver a new Bond or Bonds; provided that the Fiscal Agent shall not be required to register transfers or make exchanges of (i) Bonds for a period of 15 days next preceding the date of any selection of Bonds to be redeemed, or (ii) any Bonds chosen for redemption.

Section 2.9. Mutilated, Lost, Destroyed or Stolen Bonds. If any Bond shall become mutilated, the Chair of the Authority, or Vice Chair of the Authority in the Chair's absence, at the expense of the Owner of such Bond, shall execute, and the Authority Treasurer shall thereupon authenticate and deliver, a new Bond of like Series, tenor, maturity and aggregate principal amount in authorized denomination in exchange and substitution for the Bond so mutilated, but only upon surrender to the Fiscal Agent of the Bond so mutilated. Every mutilated Bond so surrendered to the Fiscal Agent shall be cancelled and destroyed. If any Bond issued hereunder shall be lost, destroyed or

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stolen, evidence of such loss, destruction or theft may be submitted to the Fiscal Agent and, if such evidence be satisfactory to the Fiscal Agent and indemnity satisfactory to the Fiscal Agent shall be given, the Chair of the Authority, or the Vice Chair of the Authority in the Chair's absence, at the expense of the Owner, shall execute, the Authority Treasurer shall thereupon authenticate, and the Fiscal Agent shall deliver, a new Bond of like Series and tenor in lieu of and in substitution for the Bond so lost, destroyed or stolen (or if any such Bond shall have matured or shall have been called for redemption, instead of issuing a substitute Bond the Fiscal Agent may pay the same without surrender thereof upon receipt of indemnity satisfactory to the Fiscal Agent). The Fiscal Agent may require payment of a reasonable fee for each new Bond issued under this Section 2.9 and of the expenses which may be incurred by the Authority and the Fiscal Agent. Any Bond issued under the provisions of this Section 2.9 in lieu of any Bond alleged to be lost, destroyed or stolen shall constitute an original contractual obligation on the part of the Authority whether or not the Bond alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be entitled to the benefits of this Resolution.

Section 2.10. Registration Books. The Fiscal Agent will keep or cause to be kept, at its principal office, sufficient books for the registration and transfer of the Bonds, and, upon presentation for such purpose, the Fiscal Agent shall, under such reasonable regulations as he or she may prescribe, register or transfer or cause to be registered or transferred, on the Registration Books, Bonds as herein provided.

The Authority and the Fiscal Agent may treat the Owner of any Bond whose name appears on the Registration Books as the absolute Owner of such Bond for any and all purposes, and the Authority and the Fiscal Agent shall not be affected by any notice to the contrary. The Authority and the Fiscal Agent may rely on the address of the Owner as it appears in the Registration Books for any and all purposes. It shall be the duty of each Owner to give written notice to the Authority and the Fiscal Agent of any change in such Owner's address so that the Registration Books may be revised accordingly.

Section 2.11. Validity of the Bonds. The validity of the authorization and issuance of the Bonds shall not be dependent upon the completion of the Improvements or upon the performance by any person of such person's obligation with respect to the Improvements.

Section 2.12. Refunding of Bonds. The Bonds may be refunded by the Authority at any time as permitted by and in accordance with this Resolution and applicable law including, but not limited to, the JPA Act.

Section 2.13. No Acceleration. The principal of the Bonds shall not be subject to acceleration hereunder. Nothing in this Section shall in any way prohibit the redemption of Bonds under Section 3 hereof, or the defeasance of the Bonds and discharge of all obligations of the Authority under this Resolution under Section 7 hereof.

SECTION 3. REDEMPTION OF BONDS.

Section 3.1. Mandatory Redemption. The Bonds shall be redeemed prior to maturity, in whole or in part, on any Interest Payment Date by lot within a Series from monies received from the

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sources, to the extent of and in the manner set forth in the fifth paragraph of Section 4.3 hereof, at a redemption price, expressed as a percentage of the principal amount of the Bonds to be redeemed, of 103 percent, together with accrued interest to the Redemption Date; provided, so long as the Purchaser is the sole Owner as to the Series of Bonds subject to redemption, the Purchaser may waive (pursuant to Section 12.8 hereof) the right to receive all or a portion of the redemption premium pursuant to this Section 3.1, upon which waiver the redemption price shall be equal to the principal amount of the Bonds to be redeemed, plus such redemption premium (if any) specified by the Purchaser, expressed as a percentage of the principal amount of the Bonds to be redeemed and not to exceed three percent (3%), together with accrued interest to the Redemption Date.

Section 3.2. Optional Redemption. (a) The Bonds may be redeemed prior to maturity, in whole or in part, on the fifteenth (15th) calendar day of any month by lot within a Series from monies on deposit and available for such purpose in the applicable account of the Debt Service Fund from sources other than those referred to in Section 3.1, at the option of the Authority, at a redemption price, expressed as a percentage of the principal amount of the Bonds to be redeemed, of 103 percent, together with accrued interest to the Redemption Date; provided, so long as the Purchaser is the sole Owner as to the Series of Bonds subject to redemption, the Purchaser may waive (pursuant to Section 12.8 hereof) the right to receive all or a portion of the redemption premium pursuant to this Section 3.2(a), upon which waiver the redemption price shall be equal to the principal amount of the Bonds to be redeemed, plus such redemption premium (if any) specified by the Purchaser, expressed as a percentage of the principal amount of the Bonds to be redeemed and not to exceed three percent (3%), together with accrued interest to the Redemption Date.

(b) Any Series of Bonds may be redeemed prior to maturity, in whole, on any date by lot within a Series, from monies on deposit and available for such purpose in an account of the Escrow Fund, in accordance with Section 4.8, from the sale and issuance of Refunding Bonds under this Resolution or additional refunding bonds designated as "Sonoma County Public Financing Authority, Sonoma County Energy Independence Program, Contractual Assessment Revenue Refunding Bonds" pursuant to a subsequent resolution of the Authority Board, at the option of the Authority, at a redemption price equal to the principal amount of the Bonds to be redeemed, without premium, together with accrued interest to the Redemption Date; provided, the Redemption Date of any Series of Bonds redeemed pursuant to this Section 3.2(b) shall be the Closing Date of the Refunding Bonds providing the proceeds to redeem such Series of Bonds.

Section 3.3. Selection of Bonds for Redemption. If less than all of the Outstanding Bonds of any Series are to be redeemed pursuant to Section 3.1 or Section 3.2(a), the Authority Treasurer shall select the Bonds of such Series to be redeemed by lot in any manner that the Authority Treasurer deems fair.

Section 3.4. Notice of Redemption. In the event that Bonds are to be redeemed as provided in this Section 3, at least 30 days or other such shorter period upon the consent of the Owners of any Bonds designated for redemption, but not more than 60 days prior to any Redemption Date, a notice of redemption (the "Redemption Notice") shall be sent by personal service, or registered or

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certified mail by the Fiscal Agent to the Owners of any Bonds designated for redemption and, if a single Purchaser is not the sole Owner as to a Series of Bonds subject to redemption, to such securities depositories and securities information services as shall be designated by the Authority Treasurer; provided, with respect to Bonds to be redeemed pursuant to Section 3.2(b), a Redemption Notice shall be provided on the Redemption Date, if the Redemption Notice is not waived pursuant to Section 12.8 of this Resolution. Such Redemption Notice shall specify: (i) the Bonds or designated portions thereof which are to be redeemed, (ii) the date of redemption, (iii) the redemption price, (iv) the CUSIP numbers (if any) assigned to the Bonds to be redeemed, and (v) if less than all Bonds of a Series are to be redeemed, the Bond numbers of the Bonds to be redeemed, and shall require that such Bonds be surrendered at the office of the Fiscal Agent for redemption at the redemption price. Such Redemption Notice shall further state that on the specified date there shall become due and payable upon each Bond or portion thereof being redeemed the redemption price, together with interest accrued to the Redemption Date, and that from and after such Redemption Date interest thereon shall cease to accrue and be payable.

Neither failure to receive any Redemption Notice nor any defect in such Redemption Notice so given shall affect the sufficiency of the proceedings for the redemption of such Bonds or the cessation of the accrual of interest thereon. Each check or other transfer of funds issued by the Fiscal Agent for the purpose of redeeming Bonds shall bear to the extent specified the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

Section 3.5. Partial Redemption of Bonds. Upon surrender of any Bond to be redeemed in part only, the Fiscal Agent shall authenticate and deliver to the Owner a new Bond or Bonds of authorized denominations equal in aggregate principal amount to the unredeemed portion of the Bond surrendered, with the same interest rate and the same maturity and of the same Series. Such partial redemption shall be valid upon payment of the amount required to be paid to such Owner, and the Authority shall be released and discharged thereupon from all liability to the extent of such payment.

Section 3.6. Effect of Notice and Availability of Redemption Price. Notice of redemption having been duly given, as provided in Section 3.4, and the amount necessary for the redemption having been made available for that purpose and being available therefor on the date fixed for such redemption:

(1) The Bonds, or portions thereof, designated for redemption shall, on the date fixed for redemption, become due and payable at the redemption price thereof as provided in this Resolution, anything in this Resolution or in the Bonds to the contrary notwithstanding;

(2) Upon presentation and surrender thereof at the office of the Fiscal Agent, such Bonds shall be redeemed at the redemption price;

(3) From and after the Redemption Date, the Bonds or portions thereof so designated for redemption shall be deemed to be no longer Outstanding and such Bonds or portions thereof shall cease to accrue interest; and

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(4) From and after the date fixed for redemption no Owner of any of the Bonds or portions thereof so designated for redemption shall be entitled to any of the benefits of this Resolution, or to any other rights, except with respect to payment of the redemption price and interest accrued to the Redemption Date from the amounts so made available.

SECTION 4. FUNDS AND ACCOUNTS.

Section 4.1. Disposition of Bond Proceeds; Loan Fund. There is hereby established a special fund held by the Fiscal Agent called the "Loan Fund," into which shall be deposited proceeds of sale of the Bonds pursuant to Section 2.4. The Loan Fund may be maintained, at the Fiscal Agent's discretion, or if directed by the Authority shall be maintained, in the form of one or more separate accounts within such fund which are established for the purpose of holding the proceeds of separate Series of Bonds subject to separate Loan Agreements. Moneys in the Loan Fund or in any accounts therein shall be disbursed by the Fiscal Agent to or on behalf of the County in accordance with a written request of the County provided to the Fiscal Agent pursuant to the respective Loan Agreement.

Section 4.2. Establishment of Bonds Debt Service Fund and Accounts. For administering and controlling the Revenues, the Capitalized Interest, and any related monies, there is hereby created and established the Bonds Debt Service Fund (the "Debt Service Fund"), such special fund to be maintained by the Fiscal Agent in trust. The Fiscal Agent shall establish with respect to each Series of Bonds a separate account within the Debt Service Fund designated using the name of the applicable Series of Bonds.

Section 4.3. Debt Service Fund. The Fiscal Agent hereby agrees to maintain the Debt Service Fund and accounts therein until all payments of principal of and premium (if any) and interest on the Bonds have been made and all of the Bonds have been paid or redeemed. All Revenues received by the Authority or the Fiscal Agent from the County pursuant to a Loan Agreement shall be deposited and held in the corresponding account of the Debt Service Fund relating to the Series of Bonds to which such Revenues are pledged as security.

Proceeds of the Bonds deposited into the applicable account of the Debt Service Fund pursuant to Section 2.4 shall be used on September 2, 2018 to pay interest due on the applicable Series of Bonds through September 1, 2018. Any moneys remaining in the applicable account of the Debt Service Fund on September 3, 2018 shall be transferred to the Loan Fund (or separate accounts of the Loan Fund if established).

On each Interest Payment Date and each Principal Payment Date, the Fiscal Agent shall make payments of interest and principal, respectively, due and payable with respect to each Series of Bonds then Outstanding from monies in the corresponding accounts of the Debt Service Fund. If, on any Interest Payment Date or Principal Payment Date, there are insufficient funds in an account of the Debt Service Fund to make the payments with respect to a Series of Bonds provided for in the preceding sentence, available monies shall be applied first to the payment of interest on the applicable Bonds, and then to the payment of principal due on such Bonds and then to the payment of principal due on such Bonds or any portion thereof called for redemption pursuant to Section 3 hereof.

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On each September 3, commencing September 3, 2019, all monies in any account of the Debt Service Fund in excess of the amount necessary to make the payments of principal of and interest on the applicable Series of Bonds then due or overdue and payable on such date (assuming all Owners entitled to payment on or before such date take or have taken any and all actions necessary on their part to receive amounts due them) shall, to the extent permitted by law, be applied as follows:

(a) The moneys shall be retained in such account of the Debt Service Fund;

or

(b) The moneys shall be applied to the advance maturity and redemption of the Bonds of such Series pursuant to Section 3.2(a).

Amounts received from, or on behalf of, the County as prepayment of any Loan pursuant to Section 4.4 shall be deposited by the Fiscal Agent in the applicable account of the Debt Service Fund for application pursuant to Section 4.5. Such Loan prepayment amounts shall be used to pay the principal of and redemption premium (if any) on the corresponding Series of Bonds or such portion thereof which shall have been advanced pursuant to the JPA Act, Section 3.1 or 3.2, and this paragraph. The Fiscal Agent shall advance the maturity of and call Bonds for redemption pursuant to this Resolution and the JPA Act whenever and to the extent of any special prepayment of the Loans pursuant to Section 4.4, sufficient to pay the principal thereof plus the redemption premium (if any) of Bonds of the related Series. On or after each Redemption Date, or prior thereto, upon presentation and surrender thereof, the Fiscal Agent shall pay the principal of and redemption premium (if any) of each such Series of Bonds the maturity of which has been so advanced, and the interest accrued on such Bond to the earlier of the Principal Payment Date or Redemption Date, from monies in the applicable account of the Debt Service Fund.

Any amounts remaining in any account of the Debt Service Fund after payment of the Bonds of the corresponding Series and the interest thereon shall be applied in accordance with Section 4.7.

Section 4.4. Prepayment of Loans. (a) The County shall prepay any Loan to the extent any owner of assessed land prepays the Assessment of an Assessment Contract identified on the related Assessment Contract Schedule attached as "Exhibit A" to the applicable Loan Agreement.

(b) The County may prepay any Loan, in whole or in part, from any available source of funds other than those referred to in paragraph (a), including from moneys on deposit in the Loan Fund or applicable separate account and any related progress payment account established by the County pursuant to the Assessment Contracts.

Section 4.5. Application of Prepaid Loans. Upon receiving a prepayment of a Loan pursuant to Section 4.4(a) or (b), the Fiscal Agent shall deposit it in the related account of the Debt Service Fund to be applied for payment to Owners of the corresponding Bonds redeemed in accordance with Section 3.1 or 3.2.

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Section 4.6. Certain Procedures Upon Redemption. If notice of redemption is given, the Bonds so advanced shall mature and become payable on the date fixed for redemption in the notice. The Owner of any such Bond may, prior to the date of redemption, with the consent of the Fiscal Agent, surrender it and receive the principal and interest thereon to the date of payment together with the redemption premium provided for the Bond, if any. If the Bond has not been sooner surrendered on the date fixed for redemption, the Fiscal Agent shall set aside to the credit of the Owner of the Bond the amount of principal and accrued interest then due on the Bond together with the redemption premium, if any, and the Bond shall then be deemed to have matured and interest shall cease to accrue on the Bond. The amount so set aside shall upon demand and upon the surrender and cancellation of the Bond be paid to the Owner of the Bond.

Section 4.7. Debt Service Fund Surplus. If there is a surplus remaining in any account in the Debt Service Fund after payment of all Bonds of a Series corresponding to such account and the interest thereon, plus applicable redemption premium (if any), that surplus shall be released from the pledge and lien hereunder and transferred to the County to be used for the benefit of the SCEIP or, upon the direction of the County, to cure any deficiency in any other account of the Debt Service Fund pursuant to Section 5.2 of this Resolution.

Section 4.8. Escrow Fund; Refunding Bonds. (a) There is hereby created and established with the Fiscal Agent a special and irrevocable trust fund designated the Escrow Fund (the "Escrow Fund"), (in which there shall be established and created a 5-Year Account, a 10-year Account, and a 20-year Account) to be held by the Fiscal Agent separate and apart from all other funds of the Authority, the County, or the Fiscal Agent and used only for the purposes and in the manner provided in this Section 4.8.

(b) The initial Series of Bonds issued under this Resolution with respect to each Available Term shall be Non-Refunding Bonds.

(c) To minimize the costs associated with the administration and maintenance of multiple funds and accounts, subsequent Series of Bonds issued under this Resolution with respect to each Available Term may be Refunding Bonds. Refunding Bonds relating to an Available Term shall refund and defease only Prior Bonds relating to the same Available Term. Refunding Bonds may be issued for the additional purpose of providing additional funds for deposit in the Loan Fund pursuant to Section 2.4 in order to provide for additional Loans to the County for the making of disbursements from the Loan Fund in accordance with this Resolution.

(d) In accordance with Section 7.1(a) of this Resolution, upon the issuance of any Series of Refunding Bonds, the Authority shall cause to be deposited with the Fiscal Agent in the applicable account of the Escrow Fund the following: (i) the then Outstanding principal amount of the Prior Bonds being refunded and defeased by such Series of Refunding Bonds, and (ii) interest accrued and unpaid on such Prior Bonds to the Redemption Date.

(e) Upon receipt of the moneys described in paragraph (d), the Fiscal Agent shall pay such moneys to the Owners of the Prior Bonds for the equal and ratable benefit of such Owners. If

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not waived by the Purchaser pursuant to Section 12.8, a Redemption Notice shall be provided by the Fiscal Agent to the Owners of the Prior Bonds in accordance with Section 3.4.

(f) The Authority and the Fiscal Agent represent and agree that, concurrently with the initial deposit of the moneys in the applicable account of the Escrow Fund pursuant to paragraph (d), (i) the Prior Bonds will no longer be deemed to be Outstanding and unpaid within the meaning and with the effect expressed in Section 7 of this Resolution, and (ii) the Prior Loan will no longer be deemed to be outstanding and unpaid within the meaning and with the effect expressed in the Prior Loan Agreement.

(g) Monies remaining on deposit in any account of the Escrow Fund after payment of all amounts to the Owners of the applicable Series of Prior Bonds pursuant to paragraph (e) shall be released to the County for the benefit of the SCEIP within five (5) Business Days after such payment to the Owners of the applicable Series of Prior Bonds.

Section 4.9. Investments. (a) Except for the Escrow Fund (and the accounts therein), all moneys in any of the funds or accounts established pursuant to this Resolution shall be invested by the Fiscal Agent solely in Authorized Investments. All moneys in the Escrow Fund (and the accounts therein) shall be invested by the Fiscal Agent solely in Federal Securities. Obligations purchased as an investment of moneys in any fund or account shall be deemed to be part of such fund or account.

All interest or gain derived from the investment of amounts in any of the funds or accounts shall be deposited in the fund or account from which such investment was made. The Fiscal Agent shall incur no liability for losses arising from any investments made pursuant to this Section.

(b) For the purpose of determining the amount in any fund or account established hereunder, the value of investments credited to such fund or account shall be calculated at the cost thereof, excluding accrued interest and brokerage commissions, if any.

(c) Moneys in the Debt Service Fund and the accounts therein shall be invested only in obligations which will by their terms mature on such dates as to ensure the timely payment of principal and interest on the corresponding Bonds as the same become due.

The Fiscal Agent shall sell at the best price obtainable or present for redemption any obligations so purchased whenever it may be necessary to do so in order to provide moneys to meet any payment or transfer for such funds and accounts or from such funds and accounts. For the purpose of determining at any given time the balance in any fund or account, any such investments constituting a part of such fund and account shall be valued at their amortized cost.

SECTION 5. COVENANTS.

So long as any of the Bonds issued hereunder are outstanding, the Authority makes the following covenants with the Owners (to be performed by the Authority or its proper officers, agents or employees), which covenants are necessary, convenient and desirable to secure the Bonds; provided,

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however, that said covenants do not require the Authority to expend any funds other than the Revenues.

Section 5.1. Punctual Payment. The Authority will punctually pay or cause to be paid the principal of, and interest and any premium on, the Bonds when and as due in strict conformity with the terms of this Resolution and any Supplemental Resolution, and it will faithfully observe and perform all of the conditions, covenants and requirements of this Resolution and all Supplemental Resolutions and of the Bonds.

Section 5.2. Limited Obligation; No Required Advances From Available Surplus Funds. The Bonds are limited obligation bonds and are payable solely from and secured solely by Revenues, including the amounts in the applicable account of the Debt Service Fund. Notwithstanding any other provision of this Resolution, the Authority shall, at the direction of the County in its sole and absolute discretion, advance available surplus funds from any account of the Debt Service Fund, determined in accordance with Section 4.7 of this Resolution, to cure any deficiency in any other account in the Debt Service Fund.

Section 5.3. General. The Authority shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the Authority under the provisions of this Resolution. The Authority warrants that upon the date of execution and delivery of the Bonds, the conditions, acts and things required by law and this Resolution to exist, to have happened and to have been performed precedent to and in the execution and delivery of such Bonds do exist, have happened and have been performed and the execution and delivery of the Bonds shall comply in all respects with the applicable laws of the State.

Section 5.4. Protection of Security and Rights of Owners. The Authority will preserve and protect the security of the Bonds and the rights of the Owners thereto, and will warrant and defend their rights to such security against all claims and demands of all persons. From and after the delivery of the Bonds by the Authority, the Bonds shall be incontestable by the Authority.

Section 5.5. Against Encumbrances. The Authority will not encumber, pledge or place any charge or lien upon any of the Revenues or other amounts pledged to the Bonds superior to or on a parity with the pledge and lien herein created for the benefit of the Bonds, except as permitted by this Resolution.

Section 5.6. Accounting Records and Statements. The Authority will keep or cause to be kept proper accounting records in which complete and correct entries shall be made of all transactions relating to the receipt, deposit and disbursement of the Revenues, and such accounting records shall be available for inspection upon five (5) Business Days' written notice by any Owner or such Owner's agent duly authorized in writing at reasonable hours and under reasonable conditions.

Section 5.7. Further Assurances. The Authority will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of its duties under this Resolution, and

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for the better assuring and confirming unto the Owners of the Bonds the rights and benefits provided in this Resolution.

SECTION 6. FISCAL AGENT .

Section 6.1. Fiscal Agent; Appointment and Acceptance of Duties.

(a) The Authority Board hereby appoints the Authority Treasurer to act as the initial Fiscal Agent for the Bonds under this Resolution. All fees and expenses incurred for services of the Fiscal Agent shall be the sole responsibility of the Authority. The Fiscal Agent, if other than the Authority Treasurer acting as Fiscal Agent, pursuant to Section 6.6 hereof shall have the powers of a trust company within or without the State.

(b) Unless otherwise provided, the office of the Fiscal Agent designated by the Fiscal Agent shall be the place for the payment of principal of, premium, if any, and interest on the Bonds.

Section 6.2. Liability of Fiscal Agent. The Fiscal Agent, if other than the Authority Treasurer or except as expressly provided in a certificate of the Fiscal Agent in connection with the issuance and delivery of the bonds on the Closing Date, makes no representations as to the validity or sufficiency of this Resolution or of any Bonds issued hereunder or as to the security afforded by this Resolution, and the Fiscal Agent shall incur no liability in response hereof or thereof.

Section 6.3. Evidence on Which Fiscal Agent May Act. The Fiscal Agent, upon receipt of any notice, resolution, request, consent, order, certificate, report, opinion, bond, or other paper or document furnished to it pursuant to any provision of this Resolution, shall examine such instrument to determine whether it conforms to the requirements of this Resolution and shall be protected in acting upon any such instrument believed by it to be genuine and to have been signed and presented by the proper party or parties. The Fiscal Agent may consult with counsel, who may or may not be counsel to the County or the Authority, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it under this Resolution in good faith in accordance therewith.

Section 6.4. Compensation. The Authority shall direct the County to pay, from the Program Expense Fund, to the Fiscal Agent from time to time reasonable compensation for all services rendered under this Resolution, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of its attorneys, agents, and employees, incurred in and about the performance of their powers and duties under this Resolution. In no event shall the Authority or the County be required to expend its own funds hereunder or under the Loan Agreements, other than funds on deposit in the Program Expense Fund.

Section 6.5. Ownership of Bonds Permitted. If the Fiscal Agent is other than the Authority Treasurer, the Fiscal Agent may become the Owner of any Bond.

Section 6.6. Resignation or Removal of Fiscal Agent and Appointment of Successor.

(a) Any Fiscal Agent appointed may resign from service as Fiscal Agent and, if the Fiscal Agent is not the Authority Treasurer, it may be removed at any time by the Authority Treasurer as provided in the Fiscal Agent's service agreement. Without further action by the Authority Board, if at any time the Fiscal Agent shall resign or be removed, the Authority Treasurer shall appoint a successor Fiscal Agent, which shall be a trust company or bank having the powers of a trust company within or without the State, with at least \$100,000,000 in net assets. The Fiscal Agent shall keep accurate records of all funds administered by it and of all Bonds paid and discharged by it. Such records shall be provided, upon reasonable request, to the Authority in a format mutually agreeable to the Fiscal Agent and the Authority. Such successor Fiscal Agent shall signify the acceptance of its duties and obligations hereunder by executing and delivering to the Authority, a written acceptance thereof. Resignation or removal of the Fiscal Agent shall be effective upon appointment and acceptance of a successor Fiscal Agent.

(b) In the event of the resignation or removal of the Fiscal Agent, such Fiscal Agent shall pay over, assign and deliver any moneys held by it as Fiscal Agent to its successor, or, if there is no successor, the Authority Treasurer shall be the Fiscal Agent.

SECTION 7. DEFEASANCE.

Section 7.1. Defeasance. If all Outstanding Bonds of a Series shall be paid and discharged in any one or more of the following ways:

(a) by paying or causing to be paid the principal of and interest with respect to all Bonds of such Series then Outstanding, as and when the same become due and payable;

(b) by depositing with the Fiscal Agent, at or before maturity, an amount which, together with the amounts then on deposit in the corresponding account of the Debt Service Fund, is fully sufficient to pay the principal of and redemption premium (if any) and interest on all Bonds of such Series then Outstanding as and when the same shall become due and payable or, in the event of redemption thereof, before their respective Maturity Dates; or

(c) by depositing with the Fiscal Agent Federal Securities in such amount as the Authority shall determine, as verified by a nationally recognized Independent Public Accountant (unless the Purchaser is the sole owner of all Bonds of such Series, in which case no such verification is required), will, together with the interest to accrue thereon and moneys then on deposit in the corresponding account of the Debt Service Fund together with the interest to accrue thereon, be fully sufficient to pay and discharge the principal of, and premium (if any) and interest on all Bonds of such Series then Outstanding as and when the same shall become due and payable;

then, at the election of the Authority, and notwithstanding that any Bonds of such Series shall not have been surrendered for payment, all obligations of the Authority under this Resolution with respect to all Outstanding Bonds of such Series shall cease and terminate, except for

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(i) the obligation of the Authority Treasurer to pay or cause to be paid to the Owners of the Bonds of such Series not so surrendered and paid, all sums due thereon, and (ii) the Authority's obligations under Section 5.4. Any funds held by the Fiscal Agent in such account of the Debt Service Fund, at the time of receipt of such notice from the Authority, which are not required for the purpose above mentioned, shall be transferred to the County to be used for the benefit of the SCEIP.

SECTION 8. SUPPLEMENTAL RESOLUTIONS.

Section 8.1. Supplemental Resolutions Without Owner Consent. The Authority, may from time to time, and at any time, without notice to or consent of any of the Owners, adopt resolutions supplemental hereto as shall not be inconsistent with the terms and provisions hereof for any of the following purposes:

(a) to cure any ambiguity, to correct or supplement any provision herein which may be inconsistent with any other provision herein, or to make any other provision with respect to matters or questions arising under this Resolution or in any Supplemental Resolution, provided that such action shall not adversely affect the interests of the Owners;

(b) to add to the covenants and agreements of and the limitations and the restrictions upon the Authority contained in this Resolution other covenants, agreements, limitations and restrictions to be observed by the Authority which are not contrary to or inconsistent with this Resolution as theretofore in effect; and

(c) to modify, alter, amend or supplement this Resolution in any other respect which is not materially adverse to the interests of the Owners.

Section 8.2. Supplemental Resolutions with Owner Consent. Except as provided in Section 8.1, the Owners of a majority in aggregate principal amount of the Bonds then Outstanding shall have the right to consent to and approve the execution of such Supplemental Resolutions as shall be deemed necessary or desirable for the purpose of waiving, modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Resolution or in any Supplemental Resolution; provided, however, that nothing herein shall permit, or be construed as permitting, (a) an extension of the Maturity Date of the principal of, or the payment date of interest on, any Bond, (b) a reduction in the principal amount of, or redemption price of, any Bond or the rate of interest thereon, (c) a preference or priority of any Bond or Bonds over any other Bond or Bonds, or (d) a reduction in the percentage of Bonds the Owners of which are required to consent to such Supplemental Resolution, without the consent of the Owners of all Bonds then Outstanding. In no event, however, may a modification or amendment provide for the issuance of additional bonds, notes or other evidences of indebtedness payable out of the Revenues.

Section 8.3. Notice of Supplemental Resolution to Owners. If at any time the parties hereto shall desire to enter into a resolution supplemental hereto, which pursuant to the terms of Section 8.2 shall require the consent of the Owners, the Authority shall cause notice of the proposed resolution to be mailed, postage prepaid, to all Owners at their addresses as they appear in the

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Registration Books. Such notice shall briefly set forth the nature of the proposed resolution and shall state that a copy thereof is on file at the office of the Authority for inspection by all Owners. The failure of any Owner to receive such notice shall not affect the validity of such resolution when consented to and approved as in Section 8.2 provided. Whenever at any time within one year after the date of the first mailing of such notice, the Authority shall receive an instrument or instruments purporting to be executed by the Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding, which instrument or instruments shall refer to the proposed resolution described in such notice, and shall specifically consent to and approve it substantially in the form of the copy thereof referred to in such notice as on file with the Authority, such proposed resolution, when duly adopted by the Authority, shall thereafter become a part of the proceedings for the issuance of the Bonds. In determining whether the Owners of the requisite aggregate principal amount of the Bonds have consented to the adoption of any Supplemental Resolution, Bonds which are owned by the County, the Authority, or by any person directly or indirectly controlling or controlled by or under direct or indirect common control with the County or the Authority, shall be disregarded and shall be treated as though they were not Outstanding for the purpose of any such determination.

Upon the adoption of any resolution supplemental hereto and the receipt of consent to any such resolution from the Owners of the appropriate aggregate principal amount of Bonds in instances where such consent is required, this Resolution shall be, and shall be deemed to be, modified and amended in accordance therewith, and the respective rights, duties and obligations under this Resolution of the Authority and all Owners of Bonds then Outstanding shall thereafter be determined, exercised and enforced hereunder, subject in all respects to such modifications and amendments.

SECTION 9. ADDITIONAL BONDS.

Section 9.1. Additional Series of Bonds. The Authority hereby authorizes and approves the issuance of Additional Series of Bonds pursuant to the JPA Act for the purpose of financing further County disbursements to property owners for the cost of Improvements, to the extent required under and in accordance with the SCEIP, pursuant to and secured by such Additional Resolutions of Issuance (and such additional loan agreements and bond purchase agreements approved by each such Additional Resolution of Issuance) as may be approved by the Authority Board from time to time, with such Additional Resolutions of Issuance and related agreements to be substantially in the form of this Resolution and the agreements approved hereby, together with such changes as may be requested by Bond Counsel and as are approved by the Authority Board.

SECTION 10. DEFAULT.

Section 10.1. Events of Default. If any of the following events occur, it is hereby declared to constitute an "Event of Default":

(a) Default in the due and punctual payment of interest on any Bond, whether at the stated Interest Payment Date thereof, or upon proceedings for redemption thereof;

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(b) Default in the due and punctual payment of the principal of or premium, if any, on any Bond, whether at the stated Principal Payment Date thereof, or upon proceedings for redemption thereof; or

(c) Failure by the Authority to observe and perform any material covenant, condition or agreement required by this Resolution to be performed by it (other than a default described in clause (a) or (b) above) for a period of 60 days following written notice to the Authority from any Owner of such failure; provided, however, if the Authority is in good faith attempting to remedy said failure and is unable to do so within the 60-day time period, an additional 60 days shall be allowed.

Section 10.2. Remedies Not Exclusive; Non-waiver. No remedy conferred hereby upon any Owner is intended to be exclusive of any other remedy, but each such remedy is cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred by the JPA Act, Chapter 29, or any other law of the State. No waiver of any default or breach of duty or contract by any Owner shall affect any subsequent default or breach of duty or contract or shall impair any rights or remedies on said subsequent default or breach. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed as a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Owners may be enforced and exercised as often as may be deemed expedient. In case any suit, action or proceeding to enforce any right or exercise any remedy shall be brought or taken and the Owner shall prevail, said Owner shall be entitled to receive reimbursement for reasonable costs, expenses, outlays and attorney's fees and should said suit, action or proceeding be abandoned, or be determined adversely to the Owners then, and in every such case, the Authority and the Owners shall be restored to their former positions, rights and remedies as if such suit, action or proceeding had not been brought or taken.

Section 10.3. Limited Liability of the Authority to the Owners. Except for the collection of the Revenues and the observance and performance of the other conditions, covenants and terms contained herein or in the JPA Act required to be observed or performed by it, the Authority shall not have any obligation or liability to the Owners with respect to this Resolution or the preparation, authentication, delivery, transfer, exchange or cancellation of the Bonds.

Section 10.4. Action by Owners Upon Default. In the event the Authority fails to take any action to eliminate an Event of Default under Section 10.1 hereof, the Owners of a majority in aggregate principal amount of a Series of Outstanding Bonds may institute any suit, action, mandamus or other proceeding in equity or at law for the protection or enforcement of any right under this Resolution, but only if such Owners have first made written request of the Authority, after the right to exercise such powers or right of action shall have occurred, and shall have afforded the Authority a reasonable opportunity either to proceed to exercise the powers granted herein or granted under law or to institute such action, suit or proceeding in its name and unless also, the Authority shall have been offered reasonable security and indemnity against the costs, expenses and liabilities to be incurred therein or thereby, and the Authority shall have refused or neglected to comply with such request

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within a reasonable time. Any moneys recovered in such suit, action, mandamus or other proceedings shall be applied first to the payment of the reasonable costs and expenses of the Owners in bringing such suit, action, mandamus or other proceeding, including reasonable compensation to their agents and attorney.

SECTION 11. LOAN AGREEMENTS.

Section 11.1. Approval of Loan Agreements. The Loan Agreements proposed to be entered into by and between the County and the Authority, in the form on file in the office of the Authority Secretary, are hereby approved. Each of the Chair of the Authority Board and the Vice Chair of the Authority Board (each, an "Authorized Officer") is hereby authorized and directed, for and in the name and on behalf of the Authority, to execute and deliver each Loan Agreement in substantially said form, with such changes therein as may be requested by Bond Counsel and as the Authorized Officer executing the same may approve (such approval to be conclusively evidenced by such Authorized Officer's execution and delivery thereof); provided, (i) only one (1) Loan Agreement shall be executed with respect to each Series of Bonds, and (ii) a Loan Agreement with respect to a Series of Bonds shall be executed only to the extent a Purchase Agreement for such Series of Bonds has been executed by the Authority in accordance with the requirements set forth in Section 12.7(d). The authorization and powers delegated to such Authorized Officers pursuant to this Section 11.1 shall be valid for a period commencing from April 1, 2018 through, and including, September 30, 2018.

SECTION 12. MISCELLANEOUS.

Section 12.1. Partial Invalidity. If any section, paragraph, subdivision, sentence, clause or phrase of this Resolution shall for any reason be adjudged by any court of competent jurisdiction to be unconstitutional, unenforceable or invalid, such judgment shall not affect the validity of the remaining portions of this Resolution. The Authority Board hereby declares that it would have adopted this Resolution and each and every other section, paragraph, subdivision, sentence, clause and phrase hereof and would have authorized the issuance of the Bonds pursuant hereto irrespective of the fact that any one or more sections, paragraphs, subdivisions, sentences, clauses or phrases of this Resolution or the application thereof to any person or circumstance, may be held to be unconditional, unenforceable or invalid.

Section 12.2. General Authorization. The officers of the Authority are hereby authorized and directed, jointly and severally, to do all acts and things which may be required of them by this Resolution, or which may be necessary or desirable in carrying out the issuance of the Bonds as provided by this Resolution and all matters incidental thereto, including, without limitation, to execute such agreements, certificates, receipts, opinions and other documents, and to deliver at the closing and delivery of the Bonds any and all of the foregoing as may be appropriate in the circumstances. All such acts and things heretofore done are hereby approved, ratified and confirmed.

Section 12.3. Personal Liability. The Authority or any officer, agent or employee thereof, shall not be individually or personally liable for the payment of the principal of or interest on

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the Bonds; but nothing herein contained shall relieve any such entity, officer, agent or employee from the performance of any official duty provided by law.

Section 12.4. Payment on Business Day. In any case where the date of the maturity of interest or of principal (and premium, if any) of the Bonds or the date fixed for redemption of any Bonds or the date any action is to be taken pursuant to this Resolution is other than a Business Day, the payment of interest or principal (and premium, if any) or the action need not be made on such date but may be made on the next succeeding day which is a Business Day with the same force and effect as if made on the date required and no interest shall accrue for the period after such date.

Section 12.5. Employment of Agents by the Authority. In order to perform its duties and obligations hereunder, the Authority may employ such persons or entities as it deems necessary or advisable. The Authority shall not be liable for any of the acts or omissions of such persons or entities employed by it in good faith hereunder, and shall be entitled to rely, and shall be fully protected in doing so, upon the opinions, calculations, determinations and directions of such persons or entities.

Section 12.6. Disqualified Bonds. In the event of a later transfer of the Bonds in accordance with Section 12.7 hereof, in determining whether the Owners of the requisite aggregate principal amount of Bonds have concurred in any demand, request, direction, consent or waiver under this Resolution, Bonds which are owned or held by or for the account of the Authority or the County shall be disregarded and deemed not to be Outstanding for the purpose of any such determination, provided, however, that for the purpose of determining whether the Fiscal Agent shall be protected in relying on any such demand, request, direction, consent or waiver, only Bonds which the Fiscal Agent knows to be so owned or held shall be disregarded.

Section 12.7. Sale of Bonds to Purchaser; Transfer of Bonds; Purchase Agreement; Restrictions. (a) The Purchaser, as the initial Owner of the Bonds, has represented to the Authority that the Purchaser intends to hold the Bonds for its own account, for an indefinite period of time, and does not intend at this time to distribute, sell or otherwise dispose of the Bonds, or any portion thereof, to any third party.

(b) At the time of adoption of this Resolution, the Authority has not prepared, and does not intend to prepare, any offering document (in the form of an official statement or otherwise) with respect to the Bonds. The Authority has not made, and at this time does not intend to make, any continuing disclosure filings with state or national information repositories with respect to the Bonds.

(c) The transfer of the Bonds shall be restricted as set forth herein. With respect to any transfer of less than all of the then outstanding principal amount of the Bonds, the portion being transferred shall be equal to \$100,000 or greater in principal amount. No Bond (or any portion thereof) may be transferred and no such transfer shall be effective or recognized in the Registration Books, unless the Authority shall have received a letter from the proposed transferee in the form satisfactory to the Authority, which shall contain statements substantially to the following effect:

- (i) The transferee has received and reviewed copies of this Resolution. The transferee understands that (A) the Bonds are limited obligations of the Authority secured by and payable solely from Revenues as provided in this Resolution, (B) no other fund or property of the Authority or the County is liable for the payment of the Bonds, (C) none of the payment obligations with respect to the Bonds are secured by a pledge of any money received or to be received from taxation by the County or any political subdivision thereof, other than the Assessment Revenues securing the Loan Agreements pursuant to which the Revenues securing the Bonds will be paid, and (D) there is no reserve fund for the Bonds.
- (ii) The transferee has sufficient knowledge and experience in financial and business matters, including in the purchase and ownership of municipal obligations of a nature similar to the Bonds, to be able to evaluate the risks and merits of investing in the Bonds.
- (iii) The transferee acknowledges that Authority has not prepared any offering document with respect to the Bonds. The transferee, as a sophisticated investor, has made its own credit inquiry and analyses with respect to the Bonds. The transferee has assumed the responsibility for obtaining and making such review as the transferee has deemed necessary or desirable in connection with the transferee's decision to invest in the Bonds. The transferee's decision to invest in the Bonds did not rely on any information provided by the Authority or the County (or any representatives or agents of the Authority or the County) that is not in written form.
- (iv) The transferee has duly determined that (A) the transferee is legally authorized to purchase the Bonds, and (B) the Bonds are a lawful investment for the transferee under all applicable laws.
- (v) The transferee understands that (A) the Bonds have not been registered with any federal or state securities agency or commission or otherwise qualified for sale under the "Blue Sky" laws or regulations of any state, (B) will not be listed on any securities exchange, (C) will not carry a rating from any rating service, and (D) may not be readily marketable.
- (vi) The transferee is investing in the Bonds for its own account, and at the time of its purchase of the Bonds, and does not intend to distribute, resell or otherwise dispose of the Bonds.
- (vii) The transferee agrees that, in the event that the transferee decides to sell or otherwise transfer the Bonds, it shall require the new transferee to deliver to the Authority the letter required by this Section 12.7 as a condition precedent to the consummation of such transfer.

(d) The Authority shall enter into a purchase agreement (each individually, and collectively, the "Purchase Agreement") with respect to each Series of Bonds designated as set forth in Section 2.3 and determined in accordance with the parameters set forth in this paragraph. The Purchase Agreement proposed to be entered into by and between the Authority and the Purchaser, in the form

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on file in the office of the Authority Secretary, and the sale of the Bonds pursuant thereto upon the terms and conditions set forth therein are hereby approved; provided, however, that the form of the Purchase Agreement proposed to be entered into by and between the Authority and an Alternate Purchaser shall be approved by the applicable Alternate Purchaser Resolution. Subject to the following sentence, each Authorized Officer, acting singly, is authorized and directed, for and in the name and on behalf of the Authority, to execute and deliver each Purchase Agreement in substantially said form, with such changes therein as may be requested by Bond Counsel and as the officer executing the same may require or approve (such approval to be conclusively evidenced by such Authorized Officer's execution and delivery thereof). With respect to each Purchase Agreement, each Authorized Officer, acting singly, is hereby authorized and directed to act on behalf of the Authority to establish and determine the initial principal amount of each Series of Bonds; provided, (i) in accordance with Section 2.3, the aggregate initial principal amount of all Series of Bonds issued under this Resolution and originally purchased by a Purchaser other than an Alternate Purchaser shall not exceed the Authorized Principal Amount, and the aggregate initial principal amount of each Series of Bonds issued under this Resolution and originally purchased by an Alternate Purchaser shall not exceed the respective maximum aggregate initial principal amount specified in the applicable Alternate Purchaser Resolution, and (ii) in any calendar month, any and all such Series of Bonds issued shall be issued on the same Business Day and on only one Business Day each month, with the exception of the month of June in which month there may be two Bond Dates to permit that the Bond Date for any such Series of Bonds Issued for the month of July may fall within the last seven days of June to accommodate the Fiscal Year and such Bond Date shall be deemed the Bond Date for the month of July. The authorization and powers delegated to such Authorized Officers pursuant to this Section 12.7(d) shall be valid for a period commencing from April 1, 2018 through, and including, September 30, 2018.

(e) Upon satisfaction of subsection (c) above, any Bond may in accordance with its terms be transferred upon the Registration Books by the person in whose name it is registered, in person or by such person's duly authorized attorney, upon surrender of such Bond for cancellation, accompanied by delivery of a written instrument of transfer, duly executed, in a form approved by the Fiscal Agent. Whenever any Bond shall be surrendered for such transfer, the Authority shall execute and the Fiscal Agent shall thereupon authenticate and deliver to the transferee a new Bond or Bonds of like tenor, Series, maturity or maturities and aggregate principal amount. The Fiscal Agent shall not be required to transfer, pursuant to this Section 12.7, either (i) any Bond during the period established by the Fiscal Agent for the selection of Bonds for redemption, or (ii) any Bond selected for redemption pursuant to Section 3.

Section 12.8. Waivers. So long as a Purchaser is the sole Owner as to a Series of Bonds, such Purchaser may waive any provisions of this Resolution with respect to such Series of Bonds, including but not limited to the provisions related to the redemption of Bonds or to the adoption of resolutions supplemental hereto.

Section 12.9. Effective Date. This Resolution shall take effect immediately upon adoption.

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PASSED, APPROVED AND ADOPTED this ____ day of _____ 2018.

Chairperson

ATTEST:

Secretary

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Exhibit A

[FORM OF BOND]

Transfer of this Bond is subject to the restrictions set forth in the Resolution referred to herein. A transfer of Bonds is limited to certain parties that qualify under the requirements of the Resolution, which include the requirement that the transferee can bear the economic risk of investment in the Bonds and has such knowledge and experience in business and financial matters, including the purchase and ownership of municipal obligations of a nature similar to the Bonds, to be able to evaluate the risks and merits of the investment in the Bonds. The Bonds have not been registered with any federal or state securities agency or commission.

United States of America
State of California
County of Sonoma

REGISTERED
NUMBER [1]

REGISTERED
\$ _____

SONOMA COUNTY PUBLIC FINANCING AUTHORITY
SONOMA COUNTY ENERGY INDEPENDENCE PROGRAM
CONTRACTUAL ASSESSMENT REVENUE [REFUNDING] BOND
SERIES 20__ -__ (TAXABLE)

BOND DATE: _____, [20__]

MATURITY DATE: September 2, _____

REGISTERED OWNER: Treasurer of the County of Sonoma, for and on behalf of the Sonoma
County Treasury Pooled Investment Fund

Under and by virtue of Articles 1 through 4 (commencing with Section 6500) of the Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, as amended (the "JPA Act"), including the provisions of the Marks-Roos Local Bond Pooling Act of 1985, constituting Article 4 of the Act, the Sonoma County Public Financing Authority, a joint powers authority organized and existing under the laws of the State of California (the "Authority") hereby promises to pay (but only out of the Revenues (as such term is defined in the Resolution of Issuance (as hereinafter defined)) to the registered owner hereof, or registered assigns (the "Owner"), on the Maturity Date identified above (subject to any right of prior redemption hereinafter mentioned), the principal sum specified above in lawful money of the United States of America; and to pay interest thereon at a rate of interest determined pursuant to Resolution No. ____ of the Governing Board of the Authority (the "Resolution

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of Issuance”), adopted on _____, 2017, in like money. As used herein, the term “Record Date” shall mean, with respect to any Interest Payment Date (as hereinafter defined), the fifteenth day of the calendar month immediately preceding the applicable Interest Payment Date, whether or not such day is a Business Day (as defined in the Resolution of Issuance. Interest will be payable from the Interest Payment Date next preceding the date of authentication and registration of this Bond, unless one of the following applies: (i) if such date of authentication is an Interest Payment Date, then interest shall be payable from such date of authentication, (ii) except where clause (iii) is applicable, if the date of authentication is after a Record Date but prior to the immediately succeeding Interest Payment Date, then interest shall be payable from such Interest Payment Date, or (iii) if the date of authentication is prior to the close of business on the first Record Date or if the Bond Date occurs after the 15th day of the calendar month immediately before the first Interest Payment Date, then interest shall be payable from the Bond Date. Notwithstanding the foregoing, if at the time of authentication of such Bond, interest is in default, interest on that Bond shall be payable from the last Interest Payment Date to which the interest has been paid or made available for payment.

The principal of this Bond shall be payable on the Maturity Date. Interest on this Bond shall be payable semiannually on March 2 and September 2 (each an “Interest Payment Date”) in each year commencing on September 2, 2018. Principal of and interest on this Bond shall be paid by check of the Treasurer of the Authority (“Authority Treasurer” or “Fiscal Agent”) mailed on or before the Interest Payment Date by first class mail, postage prepaid, or upon satisfaction of certain conditions specified in the Resolution of Issuance, by wire transfer or any other method acceptable to the Owner, to the person whose name appears in the Registrations Books as the Owner of such Bond as of the 15th day of the calendar month immediately preceding each Interest Payment Date, to the address of that person on the Registration Books, provided that the payment of principal of the Bond on the Maturity Date and the payment of the principal of the Bond and any premium due upon the redemption thereof shall be payable upon presentation and surrender thereof at maturity or earlier redemption at the office of the Authority Treasurer in Sonoma, California.

This Bond shall bear interest until the principal amount has been paid; provided, however, that if at the Maturity Date, or if at the redemption date of any principal amount of this Bond which has been duly called for redemption as provided in the Resolution of Issuance, funds are available for the payment or redemption thereof in full accordance with the terms of the Resolution of Issuance, such principal amount shall then cease to bear interest.

This Bond is issued by the Authority under the JPA Act and the Resolution of Issuance for the purpose of providing funds to make a loan (the “Loan”) to the County of Sonoma (the “County”) to make disbursements to property owners for the cost of certain distributed generation renewable energy sources and energy efficiency improvements, which include water efficiency improvements, pursuant to the Sonoma County Energy Independence Program, established by the Board of Supervisors of the County pursuant to its Resolution No. 09-0271 under Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code, commencing with Section 5898.10. The obligation of the County to make payments to the Authority of principal and interest on the Loan is a limited obligation secured only as set forth in the related Loan Agreement.

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This Bond is secured by the Revenues (as that term is defined in the Resolution of Issuance), including the moneys in the Series 20__ __ - __ Account of the Debt Service Fund, and is payable exclusively out of the Series 20__ __ - __ Account of the Debt Service Fund as provided in the Resolution of Issuance. This Bond and interest thereon are not payable from the general funds of the Authority or the County. Neither the credit of the County or the Authority nor the taxing power of the County is pledged for the payment of this Bond or the interest thereon, and no Owner of this Bond may compel the exercise of any taxing power by the County or force the forfeiture of any of its property. The principal of, and premium (if any) and interest on this Bond are not a debt of the County nor a legal or equitable pledge, charge, lien or encumbrance upon any of the property of the Authority or the County, or upon any of their income, receipts or revenues, other than the Revenues and the funds described in the Resolution of Issuance. The Authority has no taxing power.

This Bond is transferable by the Owner hereof, in person or by the Owner's attorney duly authorized in writing, at the office of the Fiscal Agent, subject to the terms and conditions provided in the Resolution of Issuance, including the payment of certain charges, if any, upon exchange, transfer, surrender or cancellation of this Bond. Upon transfer, a new registered Bond or Bonds, of any authorized denomination or denominations, of the same maturity, and for the same aggregate principal amount, will be issued to the transferee in exchange therefor.

The Fiscal Agent shall not be required to exchange or to register the transfer of Bonds during the fifteen days immediately preceding any Interest Payment Date or of any Bonds selected for redemption in advance of maturity.

The Fiscal Agent and the Authority may treat the Owner hereof as the absolute owner for all purposes, and the Fiscal Agent and the Authority shall not be affected by any notice to the contrary.

This Bond or any portion of it in the amount of \$5,000, or any integral multiple thereof, or in such other denomination or denominations as determined by the Authority Treasurer in accordance with the Resolution of Issuance, is subject to mandatory redemption and payment prior to maturity on any second day of March or September in any year from prepayments of assessments and subject to optional redemption and payment prior to maturity (i) on any date from monies on deposit and available for such purpose in an account of the Escrow Fund established in the Resolution of Issuance (the "Escrow Fund") and (ii) on the 15th calendar day of any month from any source of funds other than prepayment of assessments and moneys in the Escrow Fund by giving at least 30 days' notice of such mandatory or optional redemption, or other such shorter period upon the consent of the owners of any Bonds designated for redemption, by registered or certified mail, postage prepaid, or by personal service to the Owner hereof at the Owner's address as it appears on the registration books of the County and by paying principal and accrued interest together with a premium equal to three percent (3%) of the principal amount or such lesser (or no) premium as may be determined in accordance with the Resolution of Issuance. Interest shall cease to accrue from and after the date of redemption.

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Additionally, this Bond or any portion of it in the amount of \$5,000, or any integral multiple thereof, or in such other denomination or denominations as determined by the Authority Treasurer in accordance with the Resolution of Issuance, is subject to optional redemption and payment prior to maturity on any date from moneys on deposit and available for such purpose in an account of the Escrow Fund by giving notice on the Redemption Date (unless waived pursuant to the Resolution of Issuance), by registered or certified mail, postage prepaid, or by personal service to the Owner hereof at the Owner's address as it appears on the registration books of the County and by paying principal and accrued interest, without premium. Interest shall cease to accrue from and after the date of redemption.

This Bond shall not be entitled to any benefit under the JPA Act or the Resolution of Issuance, or become valid or obligatory for any purpose, until the certificate of authentication and registration hereon endorsed shall have been dated and signed by the Fiscal Agent.

[The remainder of this page is intentionally left blank.]

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IN WITNESS WHEREOF, the Sonoma County Public Financing Authority, California has caused this Bond to be signed by the Chair of its Governing Board and by its Secretary, all as of _____, 20__.

COUNTY OF SONOMA, CALIFORNIA

Chair of the Governing Board

Secretary

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This is one of the Bonds described in the within mentioned Resolution of Issuance which has been authenticated and registered on _____, 20__.

Treasurer of the
Sonoma County Public Financing Authority

[FORM OF ASSIGNMENT]

For value received the undersigned do(es) hereby sell, assign and transfer unto _____

whose tax identification number is _____, the within-mentioned registered Bond and hereby irrevocably constitute(s) and appoint(s) _____ attorney to transfer the same on the books of the Fiscal Agent with full power of substitution in the premises.

Dated: _____

Signature guaranteed:

NOTE: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

NOTICE: Signature must be guaranteed by a member of an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or other similar program.

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EXHIBIT A – FORM OF BOND A-1

**Governing
Board:**

Gore: Gorin: Hopkins: Rabbitt: Zane:

Ayes: Noes: Absent: Abstain:

So Ordered.



County of Sonoma
State of California

Date: March 13, 2018

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Resolution Of The Board of Supervisors of the County Of Sonoma Authorizing The Sonoma County Treasury Pooled Investment Fund's Investment In And Purchase Of The Sonoma County Public Financing Authority's Sonoma County Energy Independence Program, Contractual Assessment Revenue Bonds (Taxable), Approving As To Form And Authorizing The Execution And Delivery Of Bond Purchase Agreements In Connection Therewith, And Authorizing Certain Other Matters Relating Thereto,

Whereas, the Board of Supervisors (the "County Board") of the County of Sonoma, California (the "County") by its Resolution No. 09-0271 established the Sonoma County Energy Independence Program (the "SCEIP") to finance the acquisition and construction or installation of distributed generation renewable energy sources and energy efficiency improvements, which include water efficiency improvements (the "Improvements"), on properties in the County through the use of contractual assessments pursuant to Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code; and

Whereas, the Governing Board of the Sonoma County Public Financing Authority (the "Authority") has determined pursuant to Resolution No. ____ (the "Resolution of Issuance") to issue multiple series of its Sonoma County Public Financing Authority, Sonoma County Energy Independence Program, Contractual Assessment Revenue Bonds (Taxable) and its Sonoma County Public Financing Authority, Sonoma County Energy Independence Program, Contractual Assessment Revenue Refunding Bonds (Taxable) (collectively, the "Bonds") under and pursuant to Articles 1 through 4 (commencing with Section 6500) of the Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, as amended (the "JPA Act"), including the provisions of the Marks-Roos Local Bond Pooling Act of 1985, constituting Article 4 of the JPA Act, for the purpose of providing funds to make separate loans (a loan with respect to each series of Bonds) (collectively, the "Loans") to the County to make disbursements, pursuant to the SCEIP and the contracts governing the aforementioned contractual assessments, to property owners for the cost of Improvements, pursuant to and secured by the Resolution of Issuance in the manner provided therein; and

Whereas, the County heretofore has established the Sonoma County Treasury Pooled Investment Fund (the "County Pool") as a pooled local agency investment fund under the laws of the State of California (including without limitation Government Code Sections 53601 and 53635). The powers of the County Board with respect to the County Pool include the power to

Resolution #

Date:

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invest money for the benefit of the County and the other participants in the pool, and pursuant to Government Code Section 53607, the County has delegated its authority to invest or to reinvest County funds, including but not limited to the funds of the County Pool, to the Treasurer of the County (the "County Treasurer"); and

Whereas, each of the Bonds will have a maturity of at least 5 years from their respective dates of issuance, and Government Code Section 53601 provides generally that no investment shall be made in any security that at the time of the investment has a term remaining to maturity in excess of 5 years, unless the County Board has granted express authority to make that investment specifically; and

Whereas, pursuant to Government Code Section 53601, the County Board desires to provide express authority for the County Treasurer to invest the County Pool in and to purchase on behalf of the County Pool any series of Bonds issued pursuant to the Resolution of Issuance, including Bonds with a term of more than 5 years, all subject to the limitations set forth in the Resolution of Issuance and the requirements of Section 3 of this Resolution, and to approve the form of, and authorize the execution and delivery of one or more bond purchase agreements (each individually, or collectively, as the context may require, the "Purchase Agreements"), the forms of which are on file with the Clerk of the County Board (the "Clerk").

Now, Therefore, Be It Resolved

1. Recitals. The above recitals, and each of them, are true and correct.
2. Findings; Specific Investment Authorization. The County Board hereby finds and determines that the County Pool's investment in, and purchase of, a portion or all of the Bonds, subject to the terms and conditions set forth in this Resolution, is prudent under the general economic conditions and the anticipated needs of the County Pool. In accordance with Government Code Section 53601, the County Board hereby grants express authority for the County Pool to invest in and purchase the Bonds, including but not limited to those Bonds with a term remaining to maturity in excess of 5 years.
3. Purchase Agreements. The County Treasurer, on behalf of the County Pool, shall enter into a Purchase Agreement with respect to each separate series of Bonds (designated as set forth in the Resolution of Issuance) to be purchased. The Purchase Agreements proposed to be entered into by the County Pool and the Authority, in the form on file with the Clerk, and the purchase of a portion or all of the Bonds pursuant thereto upon the terms and conditions set forth therein, are hereby approved. Subject to the provisions of Section 4 below, the Chair of the County Board, the Vice-Chair of the County Board, and, so long as the delegation of authority under Government Code Section 53607 is in effect, the County Treasurer (each, an "Authorized Officer"), acting singly, is authorized and directed, for and in the name and on behalf of the County Pool, to execute and deliver the Purchase Agreements in substantially said

Resolution #

Date:

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form, with such changes therein as may be requested by Bond Counsel and as the officer executing the same may require or approve, including such matters as are authorized by Section 4 hereof (such approval to be conclusively evidenced by such Authorized Officer's execution and delivery thereof). The authorization and powers delegated to such Authorized Officers pursuant to this Section 3 shall be valid for a period commencing from the date of adoption of this Resolution through, and including, the last day of the first calendar month in which such last day occurs at least one hundred eighty (180) days after the date of adoption hereof.

4. Terms of Purchase of Bonds. Each Authorized Officer, acting singly, is hereby authorized and directed to act on behalf of the County to establish and determine the aggregate principal amount of all series of Bonds to be purchased by the County Pool under this Resolution, which amount shall not exceed \$45,000,000, less an amount equal to the original aggregate principal amount of any bonds issued pursuant the Authority's Resolution No. 09-0359, the Authority's Resolution No. 09-0689, the Authority's Resolution No. 09-1024, the Authority's Resolution No. 10-0324, the Authority's Resolution No. 10-0612, the Authority's Resolution No. 11-0135, the Authority's Resolution No. 11-0506, the Authority's Resolution No. 12-0144, the Authority's Resolution No. 12-0466, the Authority's Resolution No. 13-0117, the Authority's Resolution No. 13-0380, the Authority's Resolution No. 14-0109, the Authority's Resolution No. 14-0383, the Authority's Resolution No. 15-0094, the Authority's Resolution No. 15-0373, the Authority's Resolution No. 16-0068, the Authority's Resolution No. 16-0372, the Authority's Resolution No. 17-0130, which have not been refunded, and the Authority's Resolution No. 17-0350, which have not been refunded.

5. Other Acts. The Authorized Officers and all other officers of the County are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to effectuate the purposes of this Resolution and the Purchase Agreements, including but not limited to a certificate, investor letter, or such other document certifying as to the County and/or County Pool's qualifications as a purchaser of the Bonds, as appropriate, and any such actions previously taken by such officers are hereby ratified and confirmed.

6. Effective Date. This Resolution shall take effect immediately upon adoption.

Supervisors:

Gore:

Gorin:

Hopkins:

Rabbitt:

Zane:

Ayes:

Noes:

Absent:

Abstain:

Resolution #

Date:

Page 4

So Ordered.



County of Sonoma

State of California

Date: March 13, 2018

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Resolution Of The Board of Supervisors Of the County Of Sonoma, State of California, Consenting To The Withdrawal Of Funds From The Sonoma County Treasury Pooled Investment Fund And The Purchase Of Sonoma County Public Financing Authority's Sonoma County Energy Independence Program, Contractual Assessment Revenue Bonds (Taxable) By The Treasurer Of Sonoma County For And On Behalf Of The Sonoma County Water Agency,

Whereas, the Board of Supervisors (the "County Board") of the County of Sonoma, California (the "County") by its Resolution No. 09-0271 established the Sonoma County Energy Independence Program (the "SCEIP") to finance the acquisition and construction or installation of distributed generation renewable energy sources and energy efficiency improvements, which include water efficiency improvements (the "Improvements"), on properties in the County through the use of contractual assessments pursuant to Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code; and

Whereas, the Governing Board of the Sonoma County Public Financing Authority (the "Authority") has determined pursuant to Resolution No. _____ (the "Resolution of Issuance") to issue multiple series of its Sonoma County Public Financing Authority, Sonoma County Energy Independence Program, Contractual Assessment Revenue Bonds (Taxable) and its Sonoma County Public Financing Authority, Sonoma County Energy Independence Program, Contractual Assessment Revenue Refunding Bonds (Taxable) (collectively, the "Bonds") under and pursuant to Articles 1 through 4 (commencing with Section 6500) of the Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, as amended (the "JPA Act"), including the provisions of the Marks-Roos Local Bond Pooling Act of 1985, constituting Article 4 of the JPA Act, for the purpose of providing funds to make separate loans (a loan with respect to each series of Bonds) (collectively, the "Loans") to the County to make disbursements, pursuant to the SCEIP and the contracts governing the aforementioned contractual assessments, to property owners for the cost of Improvements, pursuant to and secured by the Resolution of Issuance in the manner provided therein; and

Whereas, pursuant to Ordinance No. 5037, the County Board has delegated to the Treasurer of Sonoma County (the "County Treasurer") the authority to invest or reinvest the

Resolution #

Date:

Page 2

funds of the County and the funds of other depositors in the County Treasury, and by its Resolution No. 18-____, the County Board renewed its delegation of authority; and

Whereas, the County has heretofore established the Sonoma County Treasury Pooled Investment Fund (the "County Pool") as a pooled local investment fund under the laws of the State of California; and

Whereas, the Sonoma County Water Agency (the "Agency") invests its funds, including funds in the Warm Springs Dam Debt Service Sinking Fund (the "Sinking Fund"), in the County Pool; and

Whereas, the Board of Directors of the Agency (the "Agency Board") has requested the County Treasurer to withdraw funds in the Sinking Fund from the County Pool and use those funds to invest in and purchase Bonds for and on behalf of the Agency in accordance with the provisions of the Agency's Resolution No. ____ (the "Agency Investment Resolution"); and

Whereas, each of the Bonds will have a maturity of 20 years from their respective dates of issuance, and Government Code Section 53601 provides generally that no investment shall be made in any security that at the time of the investment has a term remaining to maturity in excess of 5 years, unless the legislative body has granted express authority to make that investment specifically; and

Whereas, the Agency Board has provided express authority and direction for the County Treasurer to invest in and purchase Bonds for and on behalf of the Agency using funds available in the Sinking Fund in accordance with the provisions of the Agency Investment Resolution; and

Whereas, the Agency Board has found and determined that that the County Treasurer's investment in, and purchase of, Bonds using moneys in the Sinking Fund, subject to the terms and conditions set forth in the Agency Investment Resolution, is prudent under the general economic conditions and the anticipated needs of the Agency.

Whereas, the Agency Board has sought the advice and consent of the County Board;

Now, Therefore, Be It Resolved

1. Recitals. The above recitals, and each of them, are true and correct.
2. Consent. The County Board hereby acknowledges the request for withdrawal and the express authority granted by the Agency to the County Treasurer pursuant to the Agency Investment Resolution and County Board hereby consents to the withdrawal and the investment in and purchase of Bonds by the County Treasurer for and on behalf of the Agency in accordance with the provisions of the Agency Investment Resolution. The County Board hereby finds and determines that the County Treasurer's investment in, and purchase of, Bonds

Resolution #

Date:

Page 3

using moneys in the Sinking Fund, subject to the terms and conditions set forth in the Agency Investment Resolution, is prudent under the general economic conditions and the anticipated needs of the Agency. Further, the County Board authorizes the County Treasurer to invest in and purchase Bonds on a basis which grants priority to purchases of Bonds for and on behalf of the Agency in accordance with the Agency Investment Resolution over purchases of Bonds for and on behalf of the County Pool.

3. Effective Date. This Resolution shall take effect immediately upon adoption.

Supervisors:

Gore:

Gorin:

Hopkins:

Rabbitt:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma

State of California

Date: March 13, 2018

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Directors Of The Sonoma County Water Agency Requesting The Withdrawal Of Funds From The Sonoma County Treasury Pooled Investment Fund And Authorizing The Sonoma County Treasurer To Use The Withdrawn Funds To Purchase Sonoma County Public Financing Authority's Sonoma County Energy Independence Program, Contractual Assessment Revenue Bonds (Taxable)

Whereas, the Board of Supervisors (the "County Board") of the County of Sonoma, California (the "County") by its Resolution No. 09-0271 established the Sonoma County Energy Independence Program (the "SCEIP") to finance the acquisition and construction or installation of distributed generation renewable energy sources and energy efficiency improvements, which include water efficiency improvements (the "Improvements"), on properties in the County through the use of contractual assessments pursuant to Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code; and

Whereas, the Governing Board of the Sonoma County Public Financing Authority (the "Authority") has determined pursuant to Resolution No. _____ (the "Resolution of Issuance") to issue multiple series of its Sonoma County Public Financing Authority, Sonoma County Energy Independence Program, Contractual Assessment Revenue Bonds (Taxable) and its Sonoma County Public Financing Authority, Sonoma County Energy Independence Program, Contractual Assessment Revenue Refunding Bonds (Taxable) (collectively, the "Bonds") under and pursuant to Articles 1 through 4 (commencing with Section 6500) of the Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, as amended (the "JPA Act"), including the provisions of the Marks-Roos Local Bond Pooling Act of 1985, constituting Article 4 of the JPA Act, for the purpose of providing funds to make separate loans (a loan with respect to each series of Bonds) (collectively, the "Loans") to the County to make disbursements, pursuant to the SCEIP and the contracts governing the aforementioned contractual assessments, to property owners for the cost of Improvements, pursuant to and secured by the Resolution of Issuance in the manner provided therein; and

Resolution #

Date:

Page 2

Whereas, pursuant to Ordinance No. 5037, the County Board has delegated to the Treasurer of Sonoma County (the "County Treasurer") the authority to invest or reinvest the funds of the County and the funds of other depositors in the County Treasury, and by its Resolution No. 18-_____, the County Board renewed its delegation of authority; and

Whereas, the County has heretofore established the Sonoma County Treasury Pooled Investment Fund (the "County Pool") as a pooled local investment fund under the laws of the State of California; and

Whereas, the Sonoma County Water Agency (the "Agency") invests its funds, including funds in the Warm Springs Dam Debt Service Sinking Fund (the "Sinking Fund"), in the County Pool; and

Whereas, the Board of Directors of the Agency (the "Agency Board") desires that the County Treasurer withdraw funds in the Sinking Fund from the County Pool and use those funds to invest in and purchase Bonds for and on behalf of the Agency in accordance with the provisions of this Resolution; and

Whereas, each of the Bonds will have a maturity of 20 years from their respective dates of issuance, and Government Code Section 53601 provides generally that no investment shall be made in any security that at the time of the investment has a term remaining to maturity in excess of 5 years, unless the legislative body has granted express authority to make that investment specifically; and

Whereas, the Agency Board desires to provide express authority for the County Treasurer to invest in and purchase Bonds for and on behalf of the Agency using funds available in the Sinking Fund in the County Pool in accordance with the provisions of this Resolution.

Now, Therefore, Be It Resolved

1. Recitals. The above recitals, and each of them, are true and correct.
2. Request for Withdrawal and Specific Investment Authorization. The Agency Board hereby requests the County Treasurer to withdraw funds in the Sinking Fund from the County Pool and hereby grants express authority to the County Treasurer to invest in and purchase Bonds for and on behalf of the Agency using the withdrawn funds (including but not limited to determination of the applicable rate for such Bonds, pursuant to Section 2.3 of the Resolution of Issuance). Such request and authorization shall be subject to following:
 - a. Bonds eligible to be purchased are only those Bonds with a term remaining to maturity of 20 years that are issued pursuant to the Resolution of Issuance ("Eligible Bonds").

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Date:

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b. Moneys in the Sinking Fund shall only be withdrawn from the County Pool at the times and in the amounts needed for the purchase of Eligible Bonds, with the amount withdrawn and invested in the Eligible Bonds not to exceed \$15,000,000, less an amount equal to the original aggregate principal amount of any bonds issued pursuant the Authority's Resolution No. 09-0359, the Authority's Resolution No. 09-0689, the Authority's Resolution No. 09-1024, the Authority's Resolution No. 10-0324, the Authority's Resolution No. 10-0612, the Authority's Resolution No. 11-0135, the Authority's Resolution No. 11-0506, the Authority's Resolution No. 12-0144, the Authority's Resolution No. 12-0466, the Authority's Resolution No. 13-0117, the Authority's Resolution No. 13-0380, the Authority's Resolution No. 14-0109, the Authority's Resolution No. 14-0383, the Authority's Resolution No. 15-0094, the Authority's Resolution No. 15-0373, the Authority's Resolution No. 16-0068, the Authority's Resolution No. 16-0372, the Authority's Resolution No. 17-0130, and the Authority's Resolution No. 17-0350, which have not been refunded. The Agency Board acknowledges that any withdrawal shall be at the market value of the County Pool as of the date of the withdrawal.

c. Principal of, and premium (if any) and interest on the Eligible Bonds shall be deposited in the Sinking Fund in the County Pool and shall not be reinvested in Eligible Bonds.

3. Finding. The Agency Board hereby finds and determines that the County Treasurer's investment in, and purchase of, Eligible Bonds using moneys in the Sinking Fund, subject to the terms and conditions set forth in this Resolution, is prudent under the general economic conditions and the anticipated needs of the Agency.

4. Effective Date. This Resolution shall take effect immediately upon adoption.

5. Transmittal. The Secretary of the Agency is hereby directed to file a certified copy of this Resolution with the County Treasurer and with the County Board for their advice and consent.

Supervisors:

Gore:

Gorin:

Hopkins:

Rabbitt:

Zane:

Ayes:

Noes:

Absent:

Abstain:

Resolution #

Date:

Page 4

So Ordered.



County of Sonoma
State of California

Date: March 13, 2018

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Approving As To Form And Authorizing The Execution And Delivery Of Loan Agreements In Connection With The Sale And Issuance By The Sonoma County Public Financing Authority Of Its Sonoma County Energy Independence Program, Contractual Assessment Revenue Bonds (Taxable), And Authorizing Certain Other Matters Relating Thereto

Whereas, the Board of Supervisors (the “County Board”) of the County of Sonoma, California (the “County”) by its Resolution No. 09-0271 established the Sonoma County Energy Independence Program (the “SCEIP”) to finance the acquisition and construction or installation of distributed generation renewable energy sources and energy efficiency improvements, which include water efficiency improvements (the “Improvements”), on properties in the County through the use of contractual assessments pursuant to Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code; and

Whereas, the Governing Board of the Authority has determined pursuant to Resolution No. ____ (the “Resolution of Issuance”) to issue multiple series of its Sonoma County Public Financing Authority, Sonoma County Energy Independence Program, Contractual Assessment Revenue Bonds (Taxable) and its Sonoma County Public Financing Authority, Sonoma County Energy Independence Program, Contractual Assessment Revenue Refunding Bonds (Taxable) (collectively, the “Bonds”) under and pursuant to Articles 1 through 4 (commencing with Section 6500) of the Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, as amended (the “JPA Act”), including the provisions of the Marks-Roos Local Bond Pooling Act of 1985, constituting Article 4 of the JPA Act, for the purpose of providing funds to make separate loans (a loan with respect to each series of Bonds) (the “Loans”) to the County to make disbursements, pursuant to the SCEIP and the contracts governing the aforementioned contractual assessments, to property owners for the cost of Improvements, pursuant to and secured by the Resolution of Issuance in the manner provided therein; and

Whereas, in order to effect the issuance of the Bonds, the County desires to approve the forms of, and authorize the execution and delivery of, one or more loan agreements (each, a “Loan Agreement” and collectively, the “Loan Agreements”), the forms of which are on file with the Clerk of the County Board (the “Clerk”); and

Whereas, the issuance of the Bonds and the execution and delivery of the Loan

Resolution #

Date:

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Agreements to provide funding for and in accordance with the SCEIP will provide significant public benefits to the citizens of the County in the form of more efficient delivery of the SCEIP to residential and commercial development within the County.

Now, Therefore, Be It Resolved

1. Recitals. The above recitals, and each of them, are true and correct.
2. Loan Agreements. The Loan Agreements, proposed to be entered into by and between the County and the Authority, in the form presented at this meeting and on file with the Clerk, are hereby approved. Each of the Chairman of the County Board, the County Administrator, the Auditor-Controller-Treasurer-Tax Collector, and the Revenue & Debt Division Manager, or any of them, or their designee (each, an "Authorized Officer"), is hereby authorized and directed, for and in the name and on behalf of the County, to execute and deliver the Loan Agreements in substantially said form, subject to the parameters in the Resolution of Issuance and with such changes therein as may be requested by Bond Counsel and as the Authorized Officer executing the same may approve (such approval to be conclusively evidenced by such Authorized Officer's execution and delivery thereof). The authorization and powers delegated to such Authorized Officers pursuant to this Section 2 shall be valid for a period commencing from the date of adoption of this Resolution through, and including, the last day of the first calendar month in which such last day occurs at least one hundred eighty (180) days after the date of adoption hereof.
3. Other Acts. The Authorized Officers and all other officers of the County are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to effectuate the purposes of this Resolution, the SCEIP, and the Loan Agreements, and any such actions previously taken by such officers are hereby ratified and confirmed.
4. Effective Date. This Resolution shall take effect immediately upon adoption.

Supervisors:

Gore:

Gorin:

Hopkins:

Rabbitt:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma
State of California

Date: March 13, 2018

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma Authorizing The Combination Of Documents Recorded Pursuant To Streets and Highway Sections 5898.24 And 5898.32 To Create A Single Document

Whereas, the Board of Supervisors (the “County Board”) of the County of Sonoma, California (the “County”) by its Resolution No. 09-0271 established the Sonoma County Energy Independence Program (“SCEIP”) to finance the acquisition and construction or installation of distributed generation renewable energy sources and energy efficiency improvements, which include water efficiency improvements (the “Improvements”), on properties in the County through the use of contractual assessments pursuant to Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code (“Chapter 29”); and

Whereas, pursuant to Chapter 29 and SCEIP, the County levies contractual assessments (the “Assessments”);

Whereas, the Assessments, and the interest and any penalties thereon constitute a lien against the lots and parcels of land on which they are made; and

Whereas, pursuant to Section 5898.32 of Chapter 29, the County Board has directed its clerk to record a notice of the existence and amount of each Assessment with the county recorder of the county in which the lot or parcel is located; and

Whereas, pursuant to subsection (d) of Section 5898.24 of Chapter 29, the County Board has directed its clerk to record a document entitled “Payment of Contractual Assessment Required”; and

Whereas, pursuant to subsection (f) of Section 5898.24 of Chapter 29, to reduce the costs associated with the Assessments, the County Board desires to authorize the document described in subsection (d) of Section 5898.24 to be combined with the notice required by Section 5898.32 and recorded as a single document.

Now, Therefore, Be It Resolved

1. Recitals. The above recitals, and each of them, are true and correct.

Resolution #

Date:

Page 2

2. Combination of Documents. The County Board hereby authorizes the document described in subsection (d) of Section 5898.24 to be combined with the notice required by Section 5898.32, and recorded as a single document.

3. Other Acts. County staff and all other officers of the County are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to effectuate the purposes of this Resolution.

6. Effective Date. This Resolution shall take effect immediately upon adoption.

Supervisors:

Gore:

Gorin:

Hopkins:

Rabbitt:

Zane:

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: 20
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: March 13, 2018

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor Lynda Hopkins 565-2241

Supervisorial District(s):

Fifth District

Title: Board Sponsorship

Recommended Actions:

Approve a board sponsorship in the amount of \$2,740.00 for Redwood Empire Food Bank for rental of the Sebastopol Center of the Arts facility for distribution of food items and information to low-income families, children and seniors. (Fifth District)

Executive Summary:

The Redwood Empire Food Bank uses Veterans Buildings for the operation of food distribution programs for low-income families, children and seniors.

Discussion:

Prior Board Actions:

1-08-2013, 3-01-2012

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

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses			
Additional Appropriation Requested	2,740		
Total Expenditures	2,740		
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Letter and Board Sponsorship Application			
Related Items “On File” with the Clerk of the Board:			



December 26, 2017

County of Sonoma
 Clerk of the Board of Supervisors
 575 Administration Drive, Room 100A
 Santa Rosa, CA 95403

Dear County Clerk of the Board of Supervisors:

I am sending this letter requesting continuing fee waivers for January through December 2018 for the Redwood Empire Food Bank’s use of Veterans Buildings for the operation of food distribution programs for low-income families, children and seniors. Following is the information related to food distributions that we operate at Veteran’s Buildings, including name of program and the days and times:

<u>Building</u>	<u>Program</u>	<u>Day</u>	<u>Time (including set up and clean up)</u>
Petaluma Veteran’s Memorial Building, Petaluma Blvd. South	Emergency Food Assistance Program <i>(serving low-income families and individuals)</i> Commodity Supplemental Food Program Diabetes Wellness Program	2 nd Wednesday of each month	8:00 a.m. to 11:00 a.m.
Sebastopol Center for the Arts High Street, Sebastopol	Emergency Food Assistance Program Commodity Supplemental Food Program Diabetes Wellness Program	4 th Thursday of each month	8:00 a.m. to 11:00 p.m.
Russian River Veteran’s Memorial Building, 1 st & Church Street, Guerneville	Commodity Supplemental Food Program Diabetes Wellness Program	3 rd Wednesday of each month	8:00 a.m. to 12:00 p.m.
Santa Rosa Veteran’s Memorial Building, Maple Avenue	Emergency Food Assistance Program Diabetes Wellness Program	4 th Tuesday of each month	7:30 a.m. to 11:00 a.m.



Santa Rosa Veteran's Memorial Building, Maple Avenue	Commodity Supplemental Food Program (<i>serving low-income seniors</i>)	3 rd Thursday of each month	9:00 a.m. to 11:30 a.m.
--	--	---	----------------------------

I would like to thank the Board of Supervisors, as well as the staff of the Veteran's Buildings for the continuing support of our efforts to provide food for those in need in Sonoma County.

We could not provide over 16 million pounds of food annually to low-income families without the support of the entire community, and the thousands of volunteers who give of their time and talents.

Thank you for your support of our work that benefits over 82,000 needy Sonoma County people each month.

Sincerely,

Allison Goodwin
Director of Programs

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
	Sebastopol Center for the Arts Rental Fee	\$2,740.00
	Guerneville Veteran's Building Rental Fee	\$2,400.00

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
/ /			
/ /			
/ /			
/ /			

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

Director of Programs

 Title

2 / 7 / 2018

Date



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: March 13, 2018

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor Lynda Hopkins 565-2241

Supervisorial District(s):

Fifth District

Title: 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 2 & 3, 2018. (Fifth District)

Executive Summary:

The Forestville Youth Park is the only privately run park in the State. 50 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:

03-07-2017, 03-01-2016, and 03-03-2015 BOS Fee Waiver approval dates.

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

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses			
Additional Appropriation Requested	4636		
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies	4636		
Total Sources	4636		
Narrative Explanation of Fiscal Impacts:			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
None.			
Attachments:			
Fee Waiver Application.			
Related Items “On File” with the Clerk of the Board:			
None.			

From: [Irene Hays](#)
To: [Irene Hays](#)
Subject: FW: Working on the Fee Waiver
Date: Wednesday, January 17, 2018 12:25:21 PM

From: Patti Baxman
Sent: Tuesday, January 16, 2018 2:11 PM
To: Irene Hays <Irene.Hays@sonoma-county.org>
Subject: RE: Working on the Fee Waiver

Hi Irene,

The dates for the Forestville Youth Park BBQ and Parade are June 2 & 3, 2018. 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 58 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, 4H, 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.

Park History

Established 1960

Developed by Forestville Park Development, Inc.

A Nonprofit Corporation

Submitted by Frank L. Anderson 1989



Good Old Days

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 Mrs. 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.



1965 BBQ

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 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.

Please call me if you need anything else.

Thank you for all of your help.....

Patti Baxman
Chef
Sonoma County Sheriff Department
707-565-1476

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: Patti.Baxman@sonoma-county.org
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) 565 - 1476 Email: Patti.Baxman@sonoma-county.org
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	Enivronmental 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 / / 2017	PMDR/SCEH	Special Event	\$5,273.00
3 / / 2016	PMDR/SCEH	Special Event	\$4,834.00
3 / / 2015	PMDR/SCEH	Special Event	\$4,347.00
4 / / 2014	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.

Pat Bowman
Authorized Signature

1 / 4 / 2018

Date

Board member
Title

Forestville Youth Park



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 22
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: March 13, 2018

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor Lynda Hopkins 565-2241

Supervisorial District(s):

Fifth District

Title: Fee Waiver

Recommended Actions:

Approve fee waiver for the Occidental Center for the Arts annual Fool's Day Parade on April 1, 2018 in the amount of \$847. (Fifth District)

Executive Summary:

This is a free community art event with an emphasis on children. The money for the parade is raised from local businesses to cover expenses. The Parade covers two blocks and draws quite a few visitors to Occidental.

Discussion:

Prior Board Actions:

Approved fee waiver 03-28-2017, 03-17-2015

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

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF	847		
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	847		
Narrative Explanation of Fiscal Impacts:			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Related Items “On File” with the Clerk of the Board:			

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: _____

First
Middle
Last

Mailing Address: _____

Number, Street, Apt/Suite
City
State
Zip

Phone: () _____ - _____ Email: _____

Area Code, Number

2. Name of Community Based Organization, Non-Profit, or Government Agency for which fee waiver/sponsorship is requested:

Name: _____

Mailing Address: _____

Number, Street, Apt/Suite
City
State
Zip

Phone: () _____ - _____ Email: _____

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	O 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)					
Project/activity/event location (select all that apply)					
District office to receive request (select only one)					

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

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
03 / '28 17	PRMD	parade permit	821.00
/ /			
/ /			
/ /			

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.

Tina Marchetti

 Authorized Signature
 02 / 20 / 18

 Date

Executive Director

 Title

This is the 8th year that OCA has produced the Fool's Day Parade, although it dates back more than a dozen years. Approximately 100 people frolic through Occidental, while hundreds more come to watch. Children are encouraged to ride in the one motorized vehicle, the Lunapillar. A marching band (Hubub Club) leads the way to the OCA parking lot, where a King and Queen of Fools are selected from the crowd of pre-teens. OCA pays all expenses and monitors the parade, with signage suggested by the PRMD. OCA provides insurance, porta potties and clean up. Our business and community sponsors cannot completely cover the hefty permit fees. There is no entry fee for participants in the parade.



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 23
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: March 13, 2018

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor Lynda Hopkins 565-2866

Supervisorial District(s):

Fifth District

Title: Fee Waiver

Recommended Actions:

Approve a fee waiver in the amount of \$2,400.00 for Redwood Empire Food Bank for rental of Guerneville Veteran's Building for distribution of food items and information to low-income families, children and seniors. (Fifth District)

Executive Summary:

The Redwood Empire Food Bank uses Veterans Buildings for the operation of food distribution programs for low-income families, children and seniors.

Discussion:

The Redwood Empire Food Bank uses Veterans Buildings for the operation of food distribution programs for low-income families, children and seniors.

Prior Board Actions:

1-08-2013, 3-01-2012

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

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses			
Additional Appropriation Requested	2,400		
Total Expenditures	2,400		
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Letter and Fee Waiver Application.			
Related Items “On File” with the Clerk of the Board:			



December 26, 2017

County of Sonoma
 Clerk of the Board of Supervisors
 575 Administration Drive, Room 100A
 Santa Rosa, CA 95403

Dear County Clerk of the Board of Supervisors:

I am sending this letter requesting continuing fee waivers for January through December 2018 for the Redwood Empire Food Bank's use of Veterans Buildings for the operation of food distribution programs for low-income families, children and seniors. Following is the information related to food distributions that we operate at Veteran's Buildings, including name of program and the days and times:

<u>Building</u>	<u>Program</u>	<u>Day</u>	<u>Time (including set up and clean up)</u>
Petaluma Veteran's Memorial Building, Petaluma Blvd. South	Emergency Food Assistance Program <i>(serving low-income families and individuals)</i> Commodity Supplemental Food Program Diabetes Wellness Program	2 nd Wednesday of each month	8:00 a.m. to 11:00 a.m.
Sebastopol Center for the Arts High Street, Sebastopol	Emergency Food Assistance Program Commodity Supplemental Food Program Diabetes Wellness Program	4 th Thursday of each month	8:00 a.m. to 11:00 p.m.
Russian River Veteran's Memorial Building, 1 st & Church Street, Guerneville	Commodity Supplemental Food Program Diabetes Wellness Program	3 rd Wednesday of each month	8:00 a.m. to 12:00 p.m.
Santa Rosa Veteran's Memorial Building, Maple Avenue	Emergency Food Assistance Program Diabetes Wellness Program	4 th Tuesday of each month	7:30 a.m. to 11:00 a.m.



Santa Rosa Veteran's Memorial Building, Maple Avenue	Commodity Supplemental Food Program (<i>serving low-income seniors</i>)	3 rd Thursday of each month	9:00 a.m. to 11:30 a.m.
--	--	---	----------------------------

I would like to thank the Board of Supervisors, as well as the staff of the Veteran's Buildings for the continuing support of our efforts to provide food for those in need in Sonoma County.

We could not provide over 16 million pounds of food annually to low-income families without the support of the entire community, and the thousands of volunteers who give of their time and talents.

Thank you for your support of our work that benefits over 82,000 needy Sonoma County people each month.

Sincerely,

Allison Goodwin
Director of Programs

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
	Sebastopol Center for the Arts Rental Fee	\$2,740.00
	Guerneville Veteran's Building Rental Fee	\$2,400.00

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
/ /			
/ /			
/ /			
/ /			

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

Director of Programs

 Title

2 / 7 / 2018

Date



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 24
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: March 13, 2018

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor Zane, 565-2241

Supervisorial District(s):

Third

Title: Fee Waiver

Recommended Actions:

Approve a fee waiver in the amount of \$2,310 by Redwood Empire Food Bank for use of the Santa Rosa Veterans Memorial Building.

Executive Summary:

This item requests a fee waiver of \$2,310.

Santa Rosa Veterans Memorial Building Rental Fee - \$2,310

Redwood Empire Food Bank requests a fee waiver for the use the Santa Rosa Veterans Memorial Building for the operation of food distribution programs for low-income families, children and seniors.

Discussion:

Prior Board Actions:

Fee waivers previously approved: FY 2017-18, \$9,430; FY 2012-13, \$8,435; FY2011-2012, \$8,490; FY2010-2011, \$6,186; FY2009-2010, \$5,157.

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

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses	2,310		
Additional Appropriation Requested			
Total Expenditures	2,310		
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other	2,310		
Use of Fund Balance			
Contingencies			
Total Sources	2,310		
Narrative Explanation of Fiscal Impacts:			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
N/A			
Attachments:			
None.			
Related Items "On File" with the Clerk of the Board:			
FY 17/18 Advertising Program Grant Award Agreement			



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 25
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: March 13, 2018

Vote Requirement: Majority

Department or Agency Name(s): Transportation and Public Works

Staff Name and Phone Number:

Johannes J. Hoevertsz 707-565-2231

Supervisorial District(s):

Fourth

Title: Amendment of a previously adopted Board Resolution Establishing an Underground Utility District for Those Parcels Within the Unincorporated County Abutting Fulton Road between Guerneville Road and Piner Road.

Recommended Actions:

Hold a Public Hearing and adopt a resolution to add APN 034-121-030 (1600 Fulton Road) and APN 034-121-052 (2403 Jenes Lane) to the previously established Underground Utility District on Fulton Road between Guerneville Road and Piner Road.

Executive Summary:

On April 4, 2017, The Board of Supervisors adopted Resolution #17-0149, to establish an Underground Utility District that included the five (5) parcels located within the unincorporated area of Sonoma County that abut Fulton Road between Guerneville Road and Piner Road, as shown on Attachment 1. Subsequent to that Board action, City of Santa Rosa staff discovered that two (2) parcels shown on Attachment 1 were misidentified as being located within the City's limits. Attachment 2 provides the location of the misidentified parcels subject to the proposed Board action.

This proposed action, required by the Pacific Gas and Electric Company (PG&E), will amend the prior Board action in order to correct the mapping by providing the required public notice whereby the Board authorizes the inclusion of the two misidentified parcels as part of the Board's original approval Establishing an Underground Utility District for those Parcels Within the Unincorporated County Abutting Fulton Road between Guerneville Road and Piner Road.

Discussion:

The procedure of forming an Underground Utility District, consistent with the California Public Utility Commission (CPUC) requirements, is defined in the Sonoma County Code, Chapter 25A Underground Utilities.

The purpose of establishing an Underground Utility District is to define the boundaries of all affected parcels. The proposed Fulton Road Underground Utility District, between Guerneville Road and Piner Road, will underground the overhead PG&E electrical, AT&T, and Comcast communication lines and remove all of the utility poles within the proposed district boundary.

The California Public Utility Commission (CPUC) requires PG&E to collect funds from ratepayers for the use of undergrounding existing overhead utilities, known as Electric Rule 20A (Rule 20A).

Rule 20A program funding is set aside each year by PG&E to share with the local governments.

Projects performed under Rule 20A are nominated by Cities and Counties and discussed with PG&E. Projects which qualify for use of Rule 20A funds must be in the general public interest and meet one or more of the following requirements:

- Undergrounding will avoid or eliminate an unusually heavy concentration of overhead electric facilities.
- The street, road, or right of way is extensively used by the general public and carries a heavy volume of pedestrian or vehicular traffic, such as major arterial or collector streets.
- The street, road, or right of way adjoins or passes through a civic area or public recreation area or an area of unusual scenic interest to the general public.

On June 21, 2016, City Council of Santa Rosa approved work order #A010070-2011-62 for preliminary design and environmental documentation for the proposed road widening improvements on Fulton Road between Guerneville Road and Piner Road.

In order to place the proposed Fulton Road Underground Utility District project in PG&E's queue for project design, the City and PG&E require a public hearing for property owners and the utilities with the City's approval of the Underground Utility District establishment resolution. Within the resolution is an order to the public utility companies to remove overhead wires, poles, and facilities and place them underground.

As noted in the Executive Summary, two parcels were misidentified on the District map as being within the City limits. There are a total of seven parcels of land in the unincorporated County that abut Fulton Road and need to be included in the Underground Utility District for the City of Santa Rosa and PG&E to successfully complete their project. The City of Santa Rosa staff has requested that the County pass a resolution to include these parcels in the Underground Utility District. The full limits of the district are included in the attached District Boundary Map prepared by the City of Santa Rosa and PG&E. Five parcels within the jurisdiction of the County are separately shaded on Attachment 1 and their inclusion in the Underground District was approved by Board Resolution #17-0149. Attachment 2 indicates the location of the parcels, subject to this Board action, located at the intersection of Jenes Lane and Fulton Road.

The affected property owners within the unincorporated areas have been provided written notification by individual letters, dated February 13, 2018, of the time and date of this public hearing, and the need for their participation in the district.

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

Section 15378. Future projects proposed to take place within the Underground Utility District will be subject to environmental review under CEQA.

If the proposed Underground Utility District is approved by the Board of Supervisors, the City of Santa Rosa and PG&E will proceed with the project. A signed Right of Entry will be required from each property to enable PG&E to complete the underground services and service panel conversions. The City will handle the Right of Entry process with PG&E. The cost of the work will be charged against City Rule 20A allocations and paid for by PG&E and the City at no cost to the property owners or the County.

Prior Board Actions:

Resolution #17-0149: Approved the inclusion of five parcels located within the unincorporated area of Sonoma County, and abutting Fulton Road, within the Underground Utility District between Guerneville Road and Piner Road (Attachment 1).

Strategic Plan Alignment Goal 3: Invest in the Future

This Underground Utility District supports the future Complete Street Improvements planned by the City of Santa Rosa on Fulton Road which will improve transportation infrastructure for all modes, pedestrian, bike, bus and auto.

Fiscal Summary

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

Narrative Explanation of Fiscal Impacts:

There is no financial impact to the County. The cost of the work will be charged against City Rule 20A allocations and paid for by PG & E and the City of Santa Rosa at no cost to the property owners or the County.

Staffing Impacts

Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Resolution, Underground Utility district Boundary Map), Location Map-Misidentified Parcels			
Related Items “On File” with the Clerk of the Board:			



County of Sonoma

State of California

Date: March 13, 2018

Item Number: _____
Resolution Number: _____

4/5 Vote Required

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA, AMENDING A PREVIOUSLY ESTABLISHED UNDERGROUND UTILITY DISTRICT FOR THOSE PARCELS, WITHIN THE UNINCORPORATED COUNTY, ABUTTING FULTON ROAD BETWEEN GUERNEVILLE ROAD AND PINER ROAD

Whereas, the California Public Utilities Commission (CPUC) has authorized electric and telecommunication utilities to convert overhead utility lines and facilities to underground facilities pursuant to Electric Rule 20 and Telecommunication Rule 32; and

Whereas, pursuant to certain criteria, CPUC rules allow participating cities and counties to establish legislation authorizing the creation of underground utility districts within which existing overhead electric and telecommunication distribution and service facilities will be converted to underground; and

Whereas, the City of Santa Rosa, has adopted an ordinance, codified as Chapter 13-12 UNDERGROUND UTILITIES in the Santa Rosa City Code, authorizing the City Council to designate areas within which all existing overhead poles, overhead wires and overhead equipment associated with the distribution of electric power, telecommunication services and cable television should be removed and replaced with underground wires and facilities; and

Whereas, the County of Sonoma, has similarly adopted an ordinance, codified as Chapter 25A -UNDERGROUND UTILITIES of the County Code, which authorizes the County Board of Supervisors to designate areas within which all existing overhead poles, overhead wires and overhead equipment associated with the distribution of electric power, telecommunication services and cable television should be removed and replaced with underground wires and facilities; and

Whereas, the City of Santa Rosa has consulted with PG&E and determined that the City has accumulated Rule 20A work credits, or PG&E has agreed that the City may borrow against future credits, sufficient to complete the proposed overhead to underground conversion project; and

Whereas, the City of Santa Rosa is currently in the process of preparing a preliminary design for the widening of Fulton Road, which would include the relocation of utilities underground consistent with City Code Chapter 13-12 and Rule 20A, and conducting environmental review of the proposed project as required pursuant to the California Environmental Quality Act (CEQA); and

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Date:

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Whereas, prior to PG&E entertaining any request to commence any analysis and design work necessary for the undergrounding of utilities, which work requires several month lead time, the City of Santa Rosa must establish an underground utilities district (Underground Utilities District) and enter into an agreement with PG&E for such work; and

Whereas, as part of the Rule 20A work, PG&E will conduct any necessary environmental review as required pursuant to CEQA for the design and construction of the Underground Utility District facilities; and

Whereas, the name of the proposed Underground Utility District is "The Underground Utility District on Fulton Road between Guerneville Road and Piner Road"; and

Whereas, the City of Santa Rosa has consulted with the affected utilities regarding the responsibility for each utility to complete the engineering of their respective portion of the Underground Utility District; and

Whereas, the City of Santa Rosa and the affected utilities have agreed on a work schedule which meets their respective capabilities and further agreed to waive any administrative fees, costs or special street restoration requirements for purposes of this project; and

Whereas, to the extent required, the City of Santa Rosa has agreed to provide easements or rights of way on private property as may be necessary for installation of utility facilities in a form satisfactory to the affected utilities; and

Whereas, the continued advancement of the Underground Utility District is subject to the City of Santa Rosa's determination that it is appropriate to pursue the Underground Utility District and the Fulton Road Widening Project; and

Whereas, for the City of Santa Rosa to successfully complete their proposed project it is necessary for the County of Sonoma to adopt a resolution to include the parcels of land that lie within the jurisdiction of the County of Sonoma into the Underground Utility District; and

Whereas, a public hearing was called for on Tuesday, April 4, 2017, in the County Board of Supervisors Chambers, Santa Rosa, California, to ascertain whether the public necessity, health, safety or welfare require the removal of poles, overhead wires and associated structures and the underground installation of wires and facilities for supplying electric, communication or similar or associated service within the certain area of the City of Santa Rosa and County of Sonoma described in the attached Attachment 1; and

Whereas, The Board of Supervisors approved the establishment of an Underground Utility District for Those Parcels Within the Unincorporated County Abutting Fulton Road Between Guerneville Road and Piner Road by its Resolution #17-0149 on this date; and

Whereas, it was subsequently determined that two parcels on said Attachment 1 are misidentified as being located within the City limits; and

Whereas, PG & E notified the Sonoma County Department of Transportation and Public Works of the mapping error and the need for corrective action by the County in order to comply with the regulations of the California Public Utilities Commission; and

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Date:

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Whereas, a public hearing was called for on Tuesday, March 13, 2018, on or after the hour of 10:00 a.m. in the County Board of Supervisors Chambers, Santa Rosa, California, for the purpose of taking said corrective action to identify the additional parcels located within the unincorporated County described in the attached Attachment 2, said parcels abutting Fulton Road Between Guerneville Road and Piner Road; and

Whereas, notice of the public hearing has been given to all affected property owners, as shown on the last equalized assessment roll, and to the utility companies concerned, in the manner and for the time required by law; and

Whereas, the public hearing has been duly and regularly held and all persons interested have been given an opportunity to be heard; and

Whereas, the County Board of Supervisors determined after hearing all comments on the subject that the Underground Utility District herein is created in the general public interest for one or more for the following reasons:

1. Such undergrounding will avoid or eliminate an unusually heavy concentration of overhead electric facilities; and
2. The street or road or right-of-way is extensively used by the general public and carries a heavy volume of pedestrian or vehicular traffic (including bicycles); and
3. The street or road or right-of-way adjoins or passes through a civic area or public recreation area or an area of unusual scenic interest to the general public; and
4. The street or road or right-of-way is considered an arterial street or major collector as defined in the Governor's Office of Planning and Research General Plan Guidelines and in the adopted General Plan.

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

The public necessity, health, safety, and welfare require the removal of all existing utility poles (except those poles solely supporting streetlights or traffic signals), overhead wires and associated overhead structures and installation of underground wires and facilities for supplying electric power, communication, or similar associated services within the areas as shown on Attachments 1 and 2, attached hereto, with such area being designated as Underground Utility District; and

That the utility companies, cable television services and other affected services shall commence work on installation of underground facility installation in Underground Utility District, and that as each phase of the project is complete and ready for conversion from overhead to underground utility facilities, all fronting property owners shall be notified by first class letter, postage pre-paid, of the schedule for conversion of all utility service lines; and

The electric utility shall use the underground conversion allocation computed pursuant to decisions of the California Public Utilities Commission for the purpose of providing to each premises requiring it in Underground Utility District, a maximum of one hundred feet of individual electric service trenching and conductor (as well as backfill, paving and conduit, if required) and each other serving utility shall provide service trenching and conductor in accordance with its rules and tariffs on file with the California Public Utilities Commission or as required by its Franchise Agreement with the City of Underground Utility District; and

The electric utility shall use said underground conversion allowance allocation, up to a maximum amount of \$1,500 per service entrance, excluding permit fees, for the conversion of electric service panels to accept underground service in the Underground Utility District, and the City of Santa Rosa shall be financially responsible for any and all costs not covered by the electric utility for the installation and maintenance of the conduit and termination box located on, under or within any structure on the premises served; and

That upon notification as specified above, all property owners in Underground Utility District shall have underground electrical entrance facilities installed and inspected pursuant to the City of Santa Rosa Electrical Code within sixty (60) days and that should any property owner fail to install satisfactory underground electrical entrance facilities by the date specified in the notice, the electric utility shall notify the Director of Transportation Public Works who shall, within thirty (30) days direct the electric utility in writing to discontinue electrical service to the property, without recourse, pursuant to Rule 11 until electrical entrance facilities are ready to accept underground electrical conductors and have passed the necessary inspection requirements; and

That once all services have been converted from overhead to underground, the utility companies, cable television services and other affected services shall remove all poles (except as specified above) and associated overhead facilities in Underground Utility District, by March 2020.

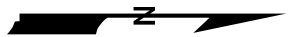
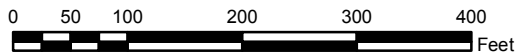
Be It Further Resolved that this action is exempt from the California Environmental Quality Act (CEQA) because it is not a project which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, pursuant to CEQA Guideline section 15378. Future projects proposed to take place within the UUD will be subject to environmental review under CEQA.

Be It Further Resolved that the Clerk of the Board of Supervisors or designee, within ten days after the adoption of this resolution, shall mail a copy of this resolution and a copy of the Chapter 25A of the County Code to affected property owners as such are shown on the last equalized assessment roll and to the affected utilities.

Supervisors:

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

So Ordered.



LEGEND

- PARCEL LOCATED OUTSIDE CITY LIMITS
- UNDERGROUND UTILITY DISTRICT
- PROPERTY LINE

Sonoma County Certificate of Compliance
REVIEW



SONOMA COUNTY PERMIT AND RESOURCE MANAGEMENT DEPARTMENT
2550 Ventura Avenue, Santa Rosa, CA 95403
(707) 565-1900 FAX (707) 565-1103

**FOR REVIEW BY THE BOARD OF SUPERVISORS
MEETING OF MARCH 13, 2018**

Item #1 File: PLP 17-0045

 Applicant: Adobe Associates

 Owner: Richardson Ranch, LLC.

 Staff: Keri Rynearson

 Location: 34510 Tin Barn Road, Cazadero Sup. Dist.: 5

 APN: 109-260-001, 123-180-005, 123-170-011, 109-250-004, 109-250-006

 Zoning: TP B6 240 RC 50/50

 # Requested: Eleven (11) ACC's

 Size: Parcel 1: 40 ac.
 Parcel 2: 40 ac.
 Parcel 3: 80 ac.
 Parcel 4: 40 ac.
 Parcel 5: 40 ac.
 Parcel 6: 80 ac.
 Parcel 7: 160 ac.
 Parcel 8: 80 ac.
 Parcel 9: 40 ac.
 Parcel 10: 160 ac.
 Parcel 11: 160 ac.

 Improvements: Parcel 1: None
 Parcel 2: None
 Parcel 3: None
 Parcel 4: None
 Parcel 5: None
 Parcel 6: None
 Parcel 7: None
 Parcel 8: None
 Parcel 9: None
 Parcel 10: None
 Parcel 11: None

Services: None

Approved: Eleven (11) ACC's

Criteria: These parcels are considered legally separate as they were created by

Parcel 1: Created by: Book J of Patents, Pg. 250
Reference Documents: None

Parcel 2: Created by: Book 1923 of Official Record, Pg 872
Reference Documents: None

Parcel 3: Created by: Book D of Patents, Pg 514
Reference Documents: None

Parcel 4: Created by: Book H of Patents, Pg 243
Reference Documents: None

Parcel 5: Created by: Book H of Patents, Pg 250
Reference Documents: None

Parcel 6: Created by: Book H of Patents, Pg 254
Reference Documents: None

Parcel 7: Created by: Book H of Patents, Pg 252
Reference Documents: None

Parcel 8: Created by: Book L of Patents, Pg 224
Reference Documents: None

Parcel 9: Created by: Book 400 of Deeds, Pg 491
Reference Documents: None

Parcel 10: Created by: Book H of Patents, Pg 248
Reference Documents: None

Parcel 11: Created by: Book I of Patents, Pg 355
Reference Documents: None

Appeal Deadline: March 16, 2018



County of Sonoma
Permit & Resource Management Department

Sonoma County Planning Commission
ACTIONS

Permit Sonoma
2550 Ventura Avenue, Santa Rosa, CA 95403
(707) 565-1900 FAX (707) 565-1103

Date: March 1, 2018
Meeting No.: 18-02

ROLL CALL

Larry Reed
Paula Cook
Cameron Mauritson –Absent
John Lowry
Dick Fogg, Chair

STAFF MEMBERS

Jennifer Barrett
Matt Gilster
Deisy Vargas, Secretary
Leslie A. Thomsen, Deputy County Counsel

1:00 PM Call to order and Pledge of Allegiance.

Minutes Approved – Combined Planning Commission and Board of Zoning Adjustments
September 28, 2017

PLANNING COMMISSION UNCONTESTED CALENDAR

Item No.: 1
Time: 1:05 pm
File: ZCE17-0014
Applicant: County of Sonoma
Owner: Various

Sonoma County Planning Commission Actions

March 1, 2018

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Cont. from: February 1, 2018
Staff: Matt Gilster
Env. Doc: Exempt under the General Rule stated in CEQA Guidelines Section 15061(b)(3)
Proposal: Amend the General Plan and Official Zoning Database and General Plan to change the General Plan land use designation and zoning of 17 parcels in Freestone to resolve inconsistencies between General Plan Policy LU-12e and the General Plan land use maps.
Location: Various properties within Freestone
APN: Various
District: 5
Zoning: Commercial Rural (CR), Rural Residential (RR), Agricultural Residential (AR), Rural Resources Development (RRD)

Action: Commissioner Lowry motioned to recommend approval of the staff recommendation to the Board of Supervisors. Seconded by Commissioner Cook and passed with a 4-1 vote.

Appeal Deadline: N/A

Resolution No.: 18-002

Vote:

Commissioner Reed	aye
Commissioner Cook	aye
Commissioner Mauritson	absent
Commissioner Lowry	aye
Commissioner Fogg	aye

Ayes: 4

Noes: 0

Absent: 1

Abstain: 0



Sonoma County Project Review and Advisory Committee
ACTIONS

Sonoma County Permit and Resource Management Department
2550 Ventura Avenue, Santa Rosa, CA 95403
(707) 565-1900 FAX (707) 565-1103

Date: March 1, 2018

COMMITTEE MEMBERS

Keith Hanna, Sanitation - Chair
Blake Hillegas, Planning - Secretary
Shelley Janek, Agricultural Commissioner's Office
Laurel Putnam, Department of Transportation and Public Works
Yoash Tilles, Grading and Storm Water
Becky Ver Meer, Health Specialist
Keri Rynearson, Survey Dept.

REGULAR CALENDAR

Item No: 1
Time: 9:05 a.m. or later
File No.: N/A
Staff: Leonard Gabrielson
Applicant: Sonoma County Surveyor
Owner: Charles Tomka Jr. / Larry R. Schuster and Diandra R. Grohmann
Con't from: December 7, 2017
Env. Doc: N/A
Proposal: Intent to file a Notice of Illegal Subdivision
Location: 6571 Hwy 128, Healdsburg
APN: 131-190-020 and -021
District: 4

Action: Laurel Putnam moved to authorize recordation of a Notice of Violation of the Subdivision Map Act with the Sonoma County Recorder's office in accordance with Government Code Section 66499.36 because the subject property was unlawfully subdivided in violation of the Subdivision Map Act. Seconded by Becky Ver Meer and passed with a 5-0-0-2 vote.

Appeal Deadline: 10 calendar days

Sonoma County Project Review and Advisory Committee Actions
March 1, 2018

Vote:

Blake Hillegas: Aye
Shelley Janek: Aye
Laurel Putnam: Aye
Yoash Tilles: Recused
Becky Ver Meer: Aye
Keri Rynearson: Recused
Keith Hanna: Aye

Ayes: 5
Noes: 0
Absent: 0
Abstain: 2

Item No: 2
Time: 9:05 a.m. or later
File No.: N/A
Staff: Leonard Gabrielson
Applicant: Sonoma County Surveyor
Owner: Nick Picinich / Allan Tose
Con't from: December 7, 2017
Env. Doc: N/A
Proposal: Intent to file a Notice of Illegal Subdivision
Location: 95 Bernhard Ave., 17527 & 17533 Balsam Ave., Sonoma
APN: 056-314-023 and -026
District: 1

Action: Blake Hillegas moved to authorize recordation of a Notice of Violation of the Subdivision Map Act with the Sonoma County Recorder's office in accordance with Government Code Section 66499.36 because the subject property was unlawfully subdivided in violation of the Subdivision Map Act. Seconded by Becky Ver Meer and passed with a 5-0-0-2 vote.

Appeal Deadline: 10 calendar days

Vote:

Blake Hillegas: Aye
Shelley Janek: Aye
Laurel Putnam: Aye
Yoash Tilles: Recused
Becky Ver Meer: Aye
Keri Rynearson: Recused
Keith Hanna: Aye

Ayes: 5
Noes: 0
Absent: 0
Abstain: 2