

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

**TUESDAY**

**SEPTEMBER 11, 2018**

**8:30 A.M.**

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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](mailto:bos@sonoma-county.org) as soon as possible to ensure arrangements for accommodation.

**Public Transit Access to the County Administration Center:**

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

Santa Rosa CityBus: Rt. 14

Golden Gate Transit: Rt. 80

For transit information call (707) 576-RIDE or 1-800-345-RIDE or visit or <http://www.sctransit.com/>

***APPROVAL OF THE CONSENT CALENDAR***

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

***PUBLIC COMMENT***

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

**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. PUBLIC COMMENT ON CLOSED SESSION ITEMS**

**III. CLOSED SESSION CALENDAR**

1. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Existing Litigation – Friends of Chanate v. County of Sonoma; Sonoma County Superior Court Case No. SCV-261103 (Government Code Section 54956.9(d)(1).)
2. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel - Existing Litigation: Sonoma County Association of Retired Employees (SCARE) v. Sonoma County, U.S. District Court Case Number CV-09-4432 CW (Government Code §54956.9(d)(1)).
3. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Existing Litigation –*Anthony King vs. County of Sonoma Workers’ Compensation Appeals Board Nos. ADJ9725477 & ADJ9775393*
4. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Existing Litigation/Anticipated Litigation. Potential initiation of litigation pursuant to Government Code section 54956.9(d)(1) and 54956.9(d)(4). *Jenae Leuenberger-Fell vs. County of Sonoma; Workers’ Compensation Appeals Board No.Unassigned*
5. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Existing Litigation – Catherine Williams v. County of Sonoma- Sonoma County Superior Court Case No. SCV 261355 (Government Code Section 54956.9(d)(1).)
6. The Board of Supervisors, the Board of Directors of the Water Agency, the Board Commissioners of the Community Development Commission, and the Board of Directors of The Agricultural Preservation and Open Space District will consider the following in closed session: Conference with Labor Negotiators: Christina Cramer/Carol Allen, County of Sonoma, and Rick Bolanos/Heather Coffman, Liebert Cassidy & Whitmore. Employee Organizations: All. Unrepresented employees: All, including retired employees. (Government Code section 54957.6).
7. **RECONVENE FROM CLOSED SESSION**
8. **REPORT ON CLOSED SESSION**

**IV. 9:15 A.M - CONSENT CALENDAR**

**HUMAN RESOURCES/COUNTY ADMINISTRATOR/BOARD OF SUPERVISORS**  
**AND**  
**AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT/ SONOMA COUNTY WATER AGENCY**  
(Directors: Gorin, Rabbitt, Zane, Gore, Hopkins)  
**AND**  
**COMMUNITY DEVELOPMENT COMMISSION**  
(Commissioners: Gorin, Rabbitt, Zane, Gore, Hopkins)

9. Recovery Leave Time for Employee Fire Victims:  
Approve Concurrent Resolution to Provide 40 Hours of Fire Recovery Leave to County Employees Who Lost Their Primary Residence in the October 2017 Sonoma Complex Fires, and also extends the existing County Employee Disaster Leave Program for an additional 12 months after the local emergency declaration ends.

**SONOMA COUNTY WATER AGENCY/ OCCIDENTAL COUNTY SANITATION DISTRICT/ RUSSIAN RIVER SANITATION DISTRICT**  
(Directors: Gorin, Rabbitt, Zane, Gore, Hopkins)  
**AND**  
**SONOMA VALLEY SANITATION DISTRICT**  
(Directors: Gorin, Gore, Mayor Agrimonti)

10. Biotoxicity Monitoring and Related Services:  
As part of an ongoing effort to comply with environmental regulations and the Environmental Protection Agency and state required permits, and to keep the local water and wastewater free of toxins and safe for the public and the environment:
- A) Authorize Sonoma County Water Agency's General Manager, acting on behalf of Sonoma County Water Agency; and Occidental, Russian River, and Sonoma Valley County Sanitation Districts, to execute an agreement with AQUA-Science, Inc. for biotoxycity monitoring and related services from July 1, 2018, to June 30, 2021, in an amount not to exceed \$540,000 (up to \$180,000 per year for three years); and
  - B) Authorize Sonoma County Water Agency's General Manager, acting on behalf of Occidental, Russian River, and Sonoma Valley County Sanitation Districts, to execute an agreement with Pacific EcoRisk, Inc. for biotoxycity monitoring, peer review testing and related services for an amount not to exceed \$300,000 (up to \$100,000 per year for three years), from July 1, 2018, to June 30, 2021.

**SONOMA COUNTY WATER AGENCY/  
SOUTH PARK COUNTY SANITATION DISTRICT**

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

11. South Park County Sanitation District Collection System Replacement East Robles Avenue, Brooks Avenue, and Delores Lane – Budget Resolution:  
Adopt a resolution authorizing adjustments to the Board Adopted Budget for Fiscal Year 2018-2019 for the South Park County Sanitation District Construction Fund in the amount of \$1,134,125 for the Collection System Replacement East Robles Avenue, Brooks Avenue, and Delores Lane Construction Project. (Third District)(4/5<sup>th</sup> Vote Required)

**SONOMA COUNTY WATER AGENCY**

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

**AND  
HUMAN SERVICES**

12. Sonoma County Youth Ecology Corps and Career Pathway Program:  
Concurrent Action: Authorize Sonoma County Water Agency's General Manager and the County's Director of the Human Services Department to execute a cooperative agreement for partial funding of the Sonoma County Youth Ecology Corps and Career Pathway Program in the not-to-exceed amount of \$1,275,000; the agreement covers services rendered from July 1, 2018, to June 30, 2021. The Sonoma County Youth Ecology Corps provides youth and adults with meaningful, paid work experience, environmental education, and the opportunity to explore careers and develop work-readiness skills.

**SONOMA COUNTY WATER AGENCY**

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

13. Russian River Habitat Focus Area Grant:  
A) Authorize the Sonoma County Water Agency's General Manager or designee to accept FY 2018-2019 grant funds from the National Oceanic and Atmospheric Administration (\$155,000) for projects to improve and monitor fish habitat in the Russian River and its tributaries.  
B) Authorize the Sonoma County Water Agency's General Manager or designee to execute an agreement in a form approved by County Counsel with Resource Management Associates, Inc. to provide water quality modeling of the Russian River system (not to exceed \$230,000; agreement expires Dec. 31, 2020).
14. Russian River Watershed Program:  
Authorize Sonoma County Water Agency's General Manager to execute the First Amended Agreement for Funding of Russian River Watershed Program with Gold Ridge Resource Conservation District to improve watershed health through monitoring and restoration projects increasing the amount by \$27,000, expanding the scope of work to include groundwater sustainability planning and reporting, for a new not-to-exceed agreement total of \$87,000 and no change to end date of August 31, 2019.

15. Water Quality Computer Modeling for Ralphine Tanks:  
Authorize Sonoma County Water Agency's General Manager to execute an agreement with Schaaf and Wheeler Consulting Engineers for Ralphine water storage tank water quality modeling services through December 31, 2019 in the not-to-exceed amount of \$137,980. The modeling services will help Sonoma Water evaluate proposed design changes to the storage tanks in an effort to improve water quality, increase water storage, and improve seismic resiliency. (First District)

**AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT**

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

16. Graton Community Park Matching Grant Project:  
Adopt a resolution of the Board of Directors of the Sonoma County Agricultural Preservation and Open Space District making certain findings, approving a grant of up to \$103,124 for the Graton Community Park Matching Grant Project, authorizing the acquisition of a conservation easement and recreation covenant, and authorizing and directing the General Manager to take all other actions necessary to establish a conservation easement, recreation covenant and grant agreement. (Fifth District)
17. River Lane Matching Grant Project:  
Adopt a resolution of the Board of Directors of the Sonoma County Agricultural Preservation and Open Space District making certain findings, approving a grant of up to \$35,000 for the River Lane Matching Grant Project, authorizing the acquisition of a conservation easement and recreation covenant, and authorizing and directing the General Manager to take all other actions necessary to establish a conservation easement, recreation covenant and grant agreement. (Fifth District)

**AUDITOR- CONTROLLER-TREASURER-TAX COLLECTOR**

18. Quarterly Treasury Financial Report:  
Review and accept the quarterly Treasury Financial Report for the period of April 1 through June 31, 2018.
19. Annual Financing for the Alternative Method of Property Tax Allocation (Teeter Plan) for delinquent property taxes for the fiscal year ending 2017-18:  
Approve resolution authorizing the \$7,763,800 annual financing used to advance delinquent taxes to taxing jurisdictions in fiscal year 2017-18 and renew the issuance of \$7,010,500 in prior delinquent tax anticipation notes as authorized by the Alternative Method of Property Tax Allocation.
20. Fiscal Year 2018-19 Secured Property Tax Rates:
  - A) Adopt Concurrent Resolution of the Board of Supervisors of the County of Sonoma and the Board of Directors of the Sonoma County Water Agency, setting the Fiscal Year 2018-19 secured property tax rates including tax rates for all debt service funds within their jurisdictions.
  - B) Adopt Resolution of the Board of Supervisors, County of Sonoma, setting the Fiscal Year 2018-19 unitary, operating non-unitary, and railroad unitary tax rate for voter approved indebtedness.

**BOARD OF SUPERVISORS**

21. Board of Supervisors Meeting Minutes:  
Approve the Minutes of the meetings August 7, 14, and 28, 2018.

**COUNTY ADMINISTRATOR**

22. Board of Supervisors' Response to the 2017-2018 Civil Grand Jury Report:  
A) Approve the Board of Supervisors response to the 2017-2018 Civil Grand Jury Report recommendations, and direct staff to formally transmit Sonoma County's complete set of responses to the 2017-2018 Civil Grand Jury Report findings and recommendations.  
B) Approve a resolution expressing support for the revisions to the State of California Fire Mutual Aid as cited by the California Fire Chiefs Association.
23. Recovery Update:  
Receive an update on the status of recovery operations, planning, seeking of funding opportunities, community engagement and status of recovery plan.

**CLERK-RECORDER-ASSESSOR**

24. Consolidation of November 6, 2018, Consolidation General Election:  
Adopt the resolution authorizing consolidation of all jurisdictions that have submitted a request for consolidation, as required by Elections Code §10400, and have measures to be placed before the voters or sufficient nominees to require elections to be held on November 6, 2018.

**DISTRICT ATTORNEY'S OFFICE**

25. Alcohol and Drug Impaired Vertical Prosecution Program Renewal:  
Adopt a resolution authorizing the District Attorney to sign a contract with the State of California, Office of Traffic Safety to continue a specialized DUI Vertical Prosecution program and accept \$234,032 in grant funding for the term October 1, 2018 to September 30, 2019. The objective of this grant is to reduce the incident and injuries of alcohol-involved and drug-involved collisions, injuries and deaths.

**GENERAL SERVICES/HEALTH SERVICES**

26. Lease Renewal for the Department of Health Services at 625 5<sup>th</sup> Street, Santa Rosa:  
A) Authorize the Board Clerk to publish a notice declaring the intent of the Board of Supervisors to execute a lease renewal with Sonoma Commercial Investors L.P. as Landlord for 38,473 rentable square feet of office space at 625 5th Street, Santa Rosa, for a term of 6 years; rental payment of \$72,137 per month for the first three-years (\$865,644 per year), and tenant improvements completed by the landlord, in support of saving the Department of Health Services' Public Health Division an estimated \$1,554,935 over the 6 year lease term.  
B) Authorize the General Services Director to execute a letter agreement whereby the landlord will prepare architectural construction drawings and apply for building permits prior to potential execution of the proposed lease renewal and approval by the Board.

27. License Agreement for Women's Recovery Services/A Unique Place:
- A) Authorize the General Services Director to execute a license agreement with the Women's Recovery Services/A Unique Place, for use of a single-family dwelling located in west Santa Rosa, for a term of two (2) years through June 30, 2020; and to execute future amendments and associated documents.
  - B) Make findings as required by Government Code Section 26227, that the proposed license agreement is necessary to meet the social needs of the population of the County, and that the County does not need the Premises during the term of the license agreements.

### **HEALTH SERVICES**

28. Crisis Counseling Program Grant – Kaiser Foundation Hospital Fund:
- A) Authorize the Director of Health Services to execute a grant agreement with Kaiser Foundation Hospital Fund for Community Benefit Programs at the East Bay Community Foundation to accept \$1,000,000 in revenue to support the Crisis Counseling Program for the period January 1, 2019 through September 30, 2019.
  - B) Authorize the Director of Health Services to execute amendments to agreements with four partner organizations to support an extension of Crisis Counseling Assistance and Training Program services in Sonoma County, increasing each contract by \$243,269 resulting in a new total not-to-exceed amount of \$1,217,435 per contract, for a new combined total amount of \$4,869,740 through June 30, 2019.
  - C) Adopt a resolution adjusting the fiscal year 2018-2019 final budget by increasing revenues and expenditures in the Department of Health Services by \$1,000,000 to reflect receipt of Kaiser Foundation Hospital Fund for Community Benefit Programs at the East Bay Community Foundation grant revenue and associated expenditures. (4/5<sup>th</sup> vote required)  
(4/5<sup>th</sup> Vote Required)

### **HUMAN RESOURCES**

29. Exemption of Director, Emergency Management from Civil Service Ordinance:
- A) Adopt a resolution reading the title of and waiving further reading of the proposed ordinance amending the Sonoma County Code to exempt of Director of Emergency Management from the Civil Service system.
  - B) Adopt the ordinance. (Second Reading – Ready for Adoption)

### **SHERIFF'S OFFICE**

30. Agreement for Supplemental Law Enforcement Services with Sonoma Raceway:  
Authorize the Sheriff to execute the Supplemental Law Enforcement Services Agreement with Sonoma Raceway for its Indy Racing League (IRL) event from September 14, 2018 through September 16, 2018 for the revenue in the amount of \$53,172 to ensure the safety of Sonoma County citizens and visitors during a major outdoor event. (Second District)

**PERMIT AND RESOURCE MANAGEMENT**

31. Agricultural Preserve expansion and new Land Conservation Act Contract, AGP16-0009 Rombauer Vineyards:  
Adopt a Resolution to (a) expand an existing Agricultural Preserve by 242.4 acres, and (b) authorize the Chairman of the Board of Supervisors to execute a new Prime Land Conservation Act Contract for the subject parcel located at 3555 Napa Rd, Sonoma; File No. AGP16-0009; Supervisorial District 1. (First District)
32. Land Conservation Act Contract Replacement; Timothy and Denyse Browne:  
Adopt a resolution to approve the requested Prime Land Conservation Act contract replacement and attached Land Conservation Plan for a 29.92 acre property located at 2364 Geysers Rd., Geyserville; APNs 131-030-027 and -028; Permit Sonoma File No. AGP16-0020; Supervisorial District 4. (Fourth District)
33. Agricultural Preserve expansion and new Land Conservation Act Contract, AGP16-0006 Tresch Farms:  
Adopt a Resolution to (a) expand an existing Agricultural Preserve by 60 acres, and (b) authorize the Chairman of the Board of Supervisors to execute a new Non-Prime Land Conservation Act Contract for the subject parcel at 13950 Valley Ford Rd, Petaluma, CA; File No. AGP16-0006; Supervisorial District 5. (Fifth District)

**TRANSPORTATION AND PUBLIC WORKS**

34. Solid Waste Collection Franchise Agreement – Sonoma Garbage Collectors Second Amendment:  
Authorize the Chair to execute Amendment No. 2 to the Solid Waste Collection Franchise Agreement By and Between the County of Sonoma and Sonoma Garbage Collectors (SGC) to: (a) provide a residential 20-gallon garbage can service option; and (b) change the audit period from Company’s preceding fiscal year to County’s preceding fiscal year.

**PRESENTATIONS/GOLD RESOLUTIONS**

**PRESENTATIONS AT THE BOARD MEETING**  
(Gold resolutions will be presented at 11:15 A.M.)

35. Approve Gold Resolution recognizing Bill Nordskog for his many years of service supporting Sonoma County adult and youth workforce programs. (Human Services)
36. Adopt a Gold Resolution acknowledging the importance of breastfeeding awareness and support. (Health Services)
37. Adopt a Gold resolution proclaiming the week of September 9 through September 15, 2018 as Suicide Prevention Week in Sonoma County. (Health Services)

**PRESENTATION ON A DIFFERENT DATE**

38. Adopt a Gold Resolution congratulating Sonoma County Philharmonic on its anniversary marking 20 years of breathtaking classical music performances. (Fourth District)



39. Adopt a Gold resolution proclaiming September 22-28, 2018, as “Falls Prevention Awareness Week” in Sonoma County. (Human Services)

**APPOINTMENTS/REAPPOINTMENTS**

40. Approve the Reappointment of Gary Saperstein to the Sonoma County Tourism Board, effective July 1, 2018 and expiring on July 1, 2020. (First District)
41. Approve the Reappointment of James Luchini to the Sonoma County Tourism Board for a two year term ending June 30, 2020. (Fourth District)
42. Approve the Appointment of Jenny Helman to the Sonoma County Area Agency on Aging for a two year term beginning September 11, 2018 and expiring September 11, 2020. (Fourth District)
43. Approve the Reappointment of William Severi as a general member and Matt Eshoo and Ross Liscum as alternate members of the Assessment Appeals Board for a term of three years beginning on September 3, 2018 and ending on September 3, 2021. (Countywide)
44. General District Election Appointments:  
Adopt a resolution appointing nominees to the office of director of their respective districts for the following districts: Coast Life Support District, Forestville Fire Protection District, Geyserville Fire Protection District, Gold Ridge Fire Protection District, Kenwood Fire Protection District, Monte Rio Fire Protection District, North Sonoma Coast Fire Protection District, Rancho Adobe Fire Protection District, Rincon Valley Fire Protection District, Russian River Fire Protection District, Timber Cove Fire Protection District, Valley of the Moon Fire Protection District, Windsor Fire Protection District, Cloverdale Health Care District, North Sonoma County Health Care District, Petaluma Health Care District, Sweetwater Springs Water District, Valley of the Moon Water District. (Clerk Recorder Assessor)
45. Approve the re-appointment of Brandy Evans, Steve Herron, Scott Kincaid, and George Steffensen to the Sonoma County Workforce Investment Board for a two-year term beginning September 11, 2018 and ending September 11, 2020. (Human Services)

**V. REGULAR CALENDAR**

**COUNTY ADMINISTRATOR/HUMAN RESOURCES/AUDITOR-  
CONTROLLER-TREASURER-TAX COLLECTOR /BOARD OF  
SUPERVISORS**

**AND**

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

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

**AND**

**COMMUNITY DEVELOPMENT COMMISSION**

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

46. Pension Ad-Hoc Report:  
Approve Pension Reform Ad-hoc Recommendations intended to reduce Unfunded Actuarial Accrued Liability (UAAL).
47. Other Post-Employment Benefits (OPEB):  
A) Accept Actuarial Valuation of Other Post-Employment Benefits (OPEB) as of June 30, 2017 pursuant to updated Financial Reporting and Accounting Requirements from the Governmental Accounting Standards Board (GASB) Statements 74 and 75.  
B) Direct Staff to review previous strategies and develop recommendations for future options to reduce OPEB Unfunded Liability.

**PERMIT AND RESOURCE MANAGEMENT**

48. **10:50 A.M.** - Amendment to Chapter 26A of the Sonoma County Code (Mining Ordinance) to clarify setbacks to critical habitat:  
Hold a public hearing and adopt the attached ordinance amending Chapter 26A (Mining Code) to clarify that setbacks to critical habitat do not retroactively apply to quarry sites that were approved prior to the General Plan designation of critical habitat in 2012.

**TRANSPORTATION AND PUBLIC WORKS**

49. **11:00 A.M.** - Jenner Water District Financing:  
Hold a public hearing on the annual written report for County Service Area No. 41 Jenner Zone of Benefit and adopt the resolution ordering the annual water charge to be collected on the County of Sonoma tax roll for the total amount of \$65,458 for Fiscal Year 2018-2019. (Fifth District)(4/5<sup>th</sup> Vote Required)
50. **11:05 A.M.** - Salmon Creek Water District Financing:  
Hold a public hearing on the annual written report for County Service Area No. 41 Salmon Creek Water System and adopt the resolution ordering the annual water charge for the debt service and the \$30 annual charge for water availability to be collected on the County of Sonoma tax roll for the total amount of \$45,084 for Fiscal Year 2018-19. (Fifth District)(4/5<sup>th</sup> Vote Required)

51. **11:10 A.M.** - Freestone Water System Financing:  
Hold a public hearing on the annual written report for County Service Area No. 41 Freestone Water System and adopt the resolution ordering the annual water charge to be collected on the County of Sonoma tax roll for the total amount of \$14,142.60 for Fiscal Year 2018-19. (Fifth District)(4/5<sup>th</sup> Vote Required)

## **BOARD OF SUPERVISORS**

52. Fee Waiver:  
Approve a fee waiver in the amount of \$10,275 by Redwood Empire Food Bank for use of the Sebastopol Center for the Arts, the Guerneville Veterans Building, the Santa Rosa Veterans Memorial Building and the Petaluma Veterans Memorial Building.  
(Second, Third, and Fifth Districts)

### **VI. 11:15 A.M. - PRESENTATIONS/GOLD RESOLUTIONS**

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

### **VIII. 11:30 P.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.)

53. 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>)

### **ADJOURNMENT**

**NOTE: The next Regular meeting will be held on September 18, 2018, at 8:30 a.m.**

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

October 23, 2018 - Permit and Resource Management – PLP05-0062 Hale Winery

**BOARD OF SUPERVISORS**

**AGENDA ADDENDUM**

**SEPTEMBER 11, 2018**

**CONSENT CALENDAR**

**THE FOLLOWING ITEMS HAVE BEEN REMOVED FROM THE AGENDA:**

**AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT**

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

16. Graton Community Park Matching Grant Project:  
Adopt a resolution of the Board of Directors of the Sonoma County Agricultural Preservation and Open Space District making certain findings, approving a grant of up to \$103,124 for the Graton Community Park Matching Grant Project, authorizing the acquisition of a conservation easement and recreation covenant, and authorizing and directing the General Manager to take all other actions necessary to establish a conservation easement, recreation covenant and grant agreement. (Fifth District)

**APPOINTMENTS/REAPPOINTMENTS**

40. Approve the Reappointment of Gary Saperstein to the Sonoma County Tourism Board, effective July 1, 2018 and expiring on July 1, 2020. (First District)



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

**Board Agenda Date:** September 11, 2018

**Vote Requirement:** Majority

**Department or Agency Name(s):** County Administrator and Human Resources

**Staff Name and Phone Number:**

Marcia Chadbourne, 565-2473

**Supervisorial District(s):**

All

**Title:** Recovery Leave Time for Employee Fire Victims

### **Recommended Actions:**

Approve Concurrent Resolution to Provide 40 Hours of Fire Recovery Leave to County Employees Who Lost Their Primary Residence in the October 2017 Sonoma Complex Fires, and also extends the existing County Employee Disaster Leave Program for an additional 12 months after the local emergency declaration ends.

### **Executive Summary:**

This item requests the Board of Supervisors to authorize various initiatives in support of County employees who were and continue to be impacted by the October 2017 Sonoma Complex Fires. Hundreds of employees were impacted by the Complex Fires, either directly impacted through the loss of their primary residence, or due to family and friends who lost their homes or other property.

Approximately 149 County employees lost their primary residence, or their residence was rendered uninhabitable due to the fires. The County has provided various support efforts to assist these employees, including a Disaster Leave Program (based on employees donations of leaves balances), and a Vacation Leave Accrual Payment Option. A survey conducted by the County Administrators Office of Recovery and Resiliency, resulted in additional feedback and ideas of how the County can further support County employees who lost their primary residence due to the Fires. Due to the continuing unforeseen financial hardship placed upon these employees, it is recommended to extend 40 hours of Fire Recovery Leave in the form of additional vacation leave, and provide additional flexibility in its use, so that County employees can attend to rebuilding their lives. In addition, it is recommended to extend the current Disaster Leave Program an additional 12 months, so eligible County employees who do not have sufficient leave, can utilize donated vacation and compensatory leave donated from their fellow employees, so they are able to attend to necessary and essential recovery efforts to rebuild their lives.

## Discussion:

Due to the unexpected and devastating losses from the fires, many employees who lost their homes are now faced with severe financial hardships. The Board requested staff to evaluate other alternatives which could be provided to these employees to ease the financial burden they face.

In May 2018, the County Administrator's Office contacted County employees who lost their primary residence in the October 2017 wildfires. These employees were sent an online survey to complete. Of the 149 employees impacted, the office received 112 survey responses- see survey results (Attachment A). The top 4 areas of concern (58%) expressed by these employees were:

1. Need Paid Time Off – 32%
2. Affordable housing, general housing concerns – 14%
3. Cost of living and impact on wages, and – 6%
4. Need help during the rebuilding process. – 6%

Additional feedback from survey respondents pointed to the desire to have more paid time off to be able to deal with the aftermath of recovery and rebuilding.

To date, the County has provided a Disaster Leave Program, which was activated upon your Board's local disaster declaration on October 10, 2017, and a Vacation Leave Payout Option, authorized by your Board on February 6, 2018.

The **Disaster Leave Program** allows County employees to donate vacation or compensatory leave hours into a "bank" which can be used by individuals whose primary residence was impacted by the 2017 Fire Disaster. Impacted employees may apply for Disaster Leave once they have exhausted their own vacation and compensatory time accruals. To date, 57 employees have enrolled for the program and 20 have utilized the leave benefits. A total of 3,324 vacation hours have been donated by County employees and approximately 1,679 hours have been used, totaling \$82,884 donated paid leave time. There is still 1,645 hours in the Disaster Leave "bank" remaining, and extending this program by your action today, consistent with all memorandum of understanding and the Salary Resolution, will provide impacted employees with continued access to donated hours for one year following the end of the disaster declaration. Additionally, if the Disaster Leave "bank" gets too low during the next 12 months, staff will make another countywide request from employees to donate additional hours. The survey demonstrated employees were appreciative of this program; however, the necessity to draw down vacation hours first is burdensome for the employees to reap the benefits of the program. (The program is set up in this manner to be IRS tax compliant.)

The **Vacation Leave Payment Option Program** allowed a one-time designated window for employees who primary residence was impacted by the 2017 fires, to cash out accrued vacation leave up to a \$10,000 maximum. Twenty employees took advantage of this one-time option, and a total of \$153,216 was paid out to these employees from their accrued leave balance.

**Proposed Fire Recovery Leave Benefit:** There are currently 139 employees still employed with the County, whose primary residences were lost or rendered uninhabitable due to the fires. While feedback from the survey was very positive regarding the County's efforts to date, there was strong emphasis on

the need for more paid time off to attend to fire recovery and rebuilding activities. To further support these 139 County employees, the County Administrator recommends providing 40 hours of Fire Recovery Leave, to add to vacation leave so that impacted employees have additional paid leave time to use while spending the necessary time to repair and recover from the fire loss. Estimated value associated with providing 40 hours of Fire Recovery Leave for all 139 employees is \$ 404,500, which is already included in departments' operating budget and if 100% is used \$157,790 in estimated loss of grant revenues may be experienced.

The County provides vacation leave to all full and part time employees, which is accrued during the course of one's employment, up to an established maximum accumulation in accordance with applicable memorandum of understanding and/or the County Salary Resolution. The County has offered to meet and confer with all bargaining units regarding extending this Fire Recovery Leave benefit to those employees who lost their primary residence at the time of the October fires.. Employees will be provided two optional pay dates to "load" the additional Fire Recovery Leave. While employees are able to use accrued vacation leave as authorized by their supervisor, due to the unforeseen nature of the disaster recovery process, employees need additional resources to help support their recovery efforts.

There are additional initiatives which the Office of Recovery and Resiliency (ORR) is working on which include a series of monthly meetings at various County work locations, beginning in October through January, 2019 to provide resources and assistance to County employees who are fire survivors and/or who are assisting family members who lost their homes and property to help them navigate the myriad of issues to come up through the rebuilding process. The purpose of these meetings is to provide a supportive community and to reach out, in person and have relevant resources available at these meetings, as a means to further support our County employees. The plan is to include resource tables with groups such as Permit Sonoma, Santa Rosa Building Department, Assessor's Office, Human Resources, United Policyholders, Employee Assistance Program, California HOPE counselors, and Sonoma County Water Agency/University of California Cooperative Extension (UCCE) to share and discuss landscape template and design. Dates of the upcoming Employee Resource meetings are: October 17 2018, November 14 2018, December 19 2018, and January 23, 2019, with the first meeting to be held at the Santa Rosa Veterans Memorial Building. Further details and locations will be sent to employees once they are available.

**Prior Board Actions:**

10/10/2017: Local Emergency Disaster Proclamation

2/6/2018: Fire Victims Accrued Vacation Leave Payment Option

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

<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 18-19 Adopted</b>	<b>FY 19-20 Projected</b>	<b>FY 20-21 Projected</b>
Budgeted Expenses	\$404,500		
Additional Appropriation Requested			
<b>Total Expenditures</b>	\$404,500		
<b>Funding Sources</b>			
General Fund/WA GF	\$269,600		
State/Federal			
Fees/Other	\$134,900		
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>	\$404,500		
<b>Narrative Explanation of Fiscal Impacts:</b>			
<p>Estimated total costs to provide this benefit is \$404,500. The value of the increased vacation allowance is already included in departments' operational budgets within their overall salaries and benefits. In addition, yet not reflected in the table above, lost revenues of approximately \$160,000 may be experienced by grant funded programs which may result in a request for discretionary funds at a future date.</p>			
<b>Staffing Impacts</b>			
<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A – I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>
N/A			
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
<ol style="list-style-type: none"> <li>1. Fire Recovery Leave - Resolution</li> <li>2. Attachment A – County Employee Fire Victims Survey</li> </ol>			
<b>Related Items "On File" with the Clerk of the Board:</b>			





County of Sonoma  
State of California

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Date: September 11, 2018

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

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4/5 Vote Required

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**Concurrent Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, The Board Of Directors Of The Sonoma County Water Agency, The Board Of Commissioners Of The Community Development Commission, The Board Of Directors Of The Sonoma County Agricultural Preservation And Open Space District Authorizing the Human Resources and Auditor-Controller, Treasurer-Tax Collector Departments, To Extend Certain Benefit Programs to Employees who Lost Their Primary Residence in the October 2017 Sonoma Complex Fires.**

**WHEREAS**, conditions of extreme peril to the safety of persons and property arose within Sonoma County caused by threat of the existence of multiple fires, referred to as the Sonoma Complex Fire, commencing on or about midnight on the 8th day of October, 2017; and

**WHEREAS**, the County Administrator of the County of Sonoma did proclaim the existence of a local emergency within the Sonoma County Operational Area on the 9th day of October, 2017 and made another proclamation with a request that the Governor of the State of California make available California Disaster Act Assistance and seek all available forms of disaster assistance and relief programs, including a request for a Presidential Declaration of a Major Disaster; and

**WHEREAS**, on October 10, 2017, this Board ratified the Proclamation of the existence of a local emergency, Resolution No. 17-0389, and requested from the State and Federal governments to make available to the County/Operational Area California Disaster Act assistance seeking all available forms of state, federal form of disaster assistance and relief programs including aid emergency funding; and

**WHEREAS**, the scope of disaster caused by the fast-moving and widespread destruction of the fire, including loss of many homes and the evacuation of thousands of people, caused the Governor of the State of California to proclaim a State of Emergency and declared eligibility for Fire Management Assistance Grant and other relief programs; and

**WHEREAS**, on October 10, 2017, President Donald J. Trump declared the existence of a major disaster in the State of California and ordered Federal aid to supplement State and local recovery efforts in the areas affected by wildfires, including the Sonoma Complex Fire, beginning on October 8, 2017, and continuing; and

**WHEREAS**, following the fires, it has been determined that hundreds of County employees have been impacted by the Sonoma Complex Fires, and that the primary residences of approximately 139 employees were either destroyed or rendered uninhabitable due to the fires, and these employees have been and continue to experience significant, unforeseen financial hardship due to the fires; and

**WHEREAS**, local, State and Federal law provides discretion to employers to establish certain one-time financial hardship options, and the Sonoma County Board of Supervisors/Directors directed staff to evaluate other programs and benefits which could be extended to County employees who lost their primary residences; and

**WHEREAS**, full and part time County employees are provided vacation leave which is accrued during the course of County employment, up to an established maximum accumulation, in accordance with applicable memorandum of understanding and/or Salary Resolution; and

**WHEREAS**, the Proclamation of a Local Emergency by the Sonoma County Board of Supervisors/Directors, employees directly impacted by the declared State of Emergency were provided various support programs, such as Disaster Leave whereby County employees may donate accrued vacation leave and compensatory time to other employees who are victims and impacted by a disaster, and a Vacation Leave Accrual Payment Option, whereby employees could receive a payment of accrued vacation leave, to assist with meeting unforeseen expenses due to the fires; and

**WHEREAS**, through conducting employee surveys and with feedback received from impacted employees who lost their primary residence, the County has identified these and additional initiatives which can be provided to further support these employees, as they continue the challenge of disaster recovery and rebuilding their lives; and

**WHEREAS**, the Board of Supervisors/Directors/Commissioners finds, based upon substantial evidence, and to respond to these unforeseen financial hardships, it is in the best interest of the County to extend the current Disaster Leave program for 12 months from the end of the final extension of the Proclamation of Local Emergency issued by the County, or September 30, 2019, whichever is later, as provided in the Program Plan, and consistent with all memorandum of understanding with each employee organization, and the Salary Resolution; and

**WHEREAS**, the Board of Supervisors/Directors/Commissioners finds, based upon substantial evidence, and to respond to these unforeseen financial hardships, it is in the best interest of the County to extend to all full and part time employees who were employed at the time of the fires, and whose primary residences were destroyed or rendered uninhabitable, 40 hours of Fire Recovery Leave in the form of additional Vacation Leave to be added to their existing leave accruals, which can be requested to be added during one of two designated pay periods, as determined through meet and confer, and authorize the Auditor-Controller, Treasurer-Tax Collector's Payroll Manager to facilitate such additional leave accrual.

**NOW, THEREFORE, BE IT RESOLVED** that this Board of Supervisors/Directors/Commissioners hereby finds, declares, determines and orders as follows:

1. Continuation of the Disaster Leave Program for an additional 12 months beyond the date of the last Local Emergency Proclamation, and
2. Authorization to add 40 hours Fire Recovery Leave to existing vacation accruals, upon written request from each full and part-time employee who was employed with the County at the time of the October 2017 fires and whose primary residence was destroyed or rendered uninhabitable by the 2017 Sonoma Complex Fires; and

**BE IT FURTHER RESOLVED**, that authority is extended to the County Administrator, Human Resources and Auditor-Controller, Treasurer-Tax Collector Departments to facilitate all necessary budgetary and administrative actions necessary to ensure timely and efficient implementation.

**Supervisors:**

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**

# Sonoma County Fire Recovery



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EMPLOYEE CHECK-IN SURVEY RESULTS

SPRING 2018

## The Purpose

In May 2018, the County Administrator's Office called all County employees who lost a property in the October 2017 wildfires. These employees were sent an online survey to complete. Of the 149 employees impacted, the office received 112 survey responses.

# Q1 - Is there anything the County can do better to support you?

## Top 4 areas of concern:

- 32% - Need paid time off
- 14% - Affordable housing, general housing concerns
- 6% - Cost of living & impact on wages
- 6% - Help needed during the rebuilding process

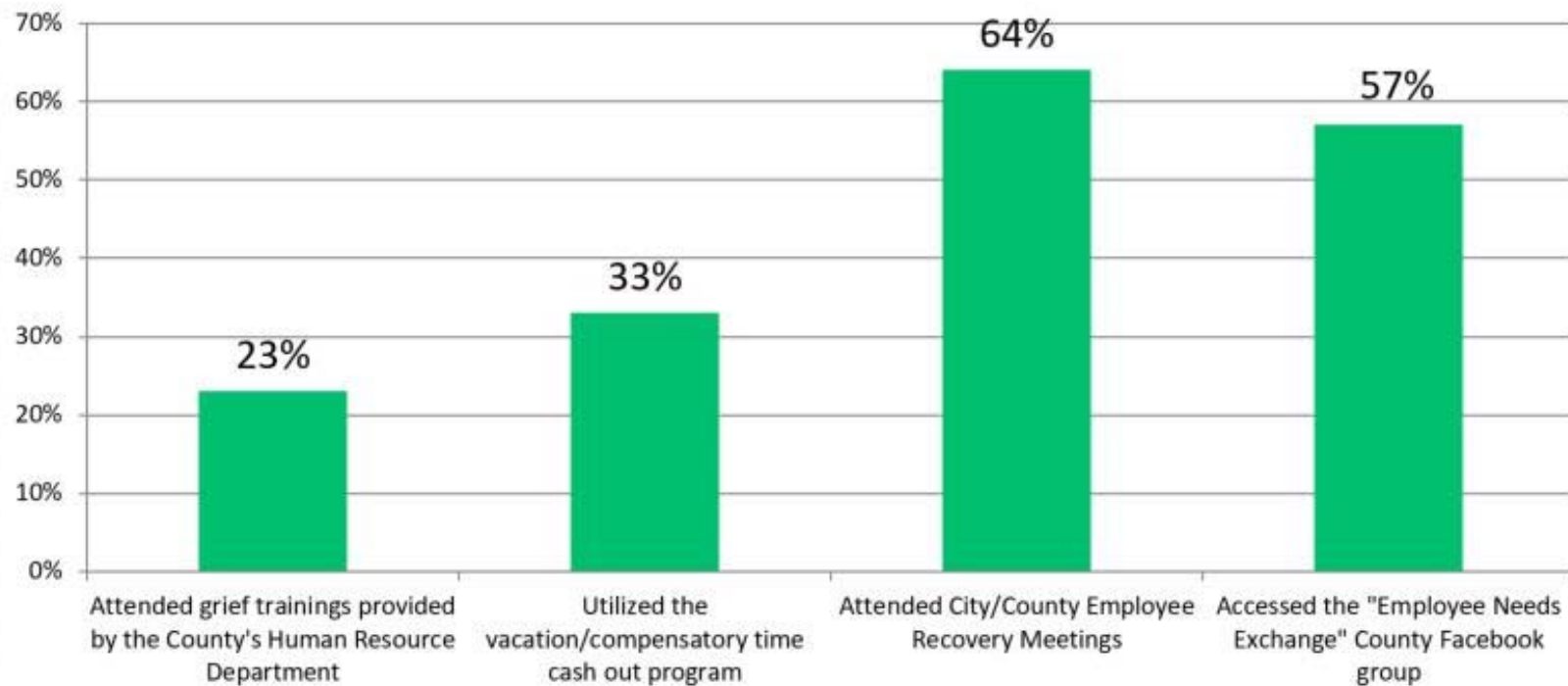
# Q1 - Is there anything the County can do better to support you?

## Other concerns:

- Additional EAP services
- Emergency notification
- Supporting legislative bills to help fire victims
- Debris cleanup/testing assistance
- Debris invoice
- Discounts from business
- Extend public transportation hours
- Flexible work schedule during the rebuilding process
- Having my bosses check-in with me
- Send monthly updates via email
- Leave distribution warehouse open longer

- More financial support, stipend/gift cards
- Need disaster leave extension
- Negotiate with SEIU to give employees what they need/deserve
- No delays, keep rebuilding process moving
- Staff development fund could be used to help fire victims
- Better communication
- Continued support groups
- Counseling services
- Understand it is difficult to juggle work & recovery
- Insurance workshops
- Assistance with Tax implications

What Department resources have you utilized to help you during the recovery process? (This information is based on 83 different surveys where multiple answers could be selected.)





## Q2 –What Department resources have you utilized to help you during the recovery process (popular responses)?

- Disaster Relief Center
- Outside resources, counseling
- Will attend future classes related to recovery and healing
- Critical incident debriefings offered by the Sheriff's Office
- Sheriff's Office Donation Center
- Used other departments resources: Permit Sonoma, Energy & Sustainability, Water Agency
- Used vacation hours/leave

## Q3 – Of these resources, which were most helpful?

30% - Attended City/County Employee Recovery Meetings

25% - Accessed the "Employee Needs Exchange" County Facebook group

17% - Utilized the vacation/compensatory time cash out program

9% - Attended grief trainings provided by the County's Human Resource Department

### **Other resources that were most helpful (most popular response):**

- Disaster Relief Center
- Sheriff's Office debriefing
- Local Assistance Center

## Q4 – If the damage to your property forced you to relocate, where are you now living?

94% - Still living in Sonoma County

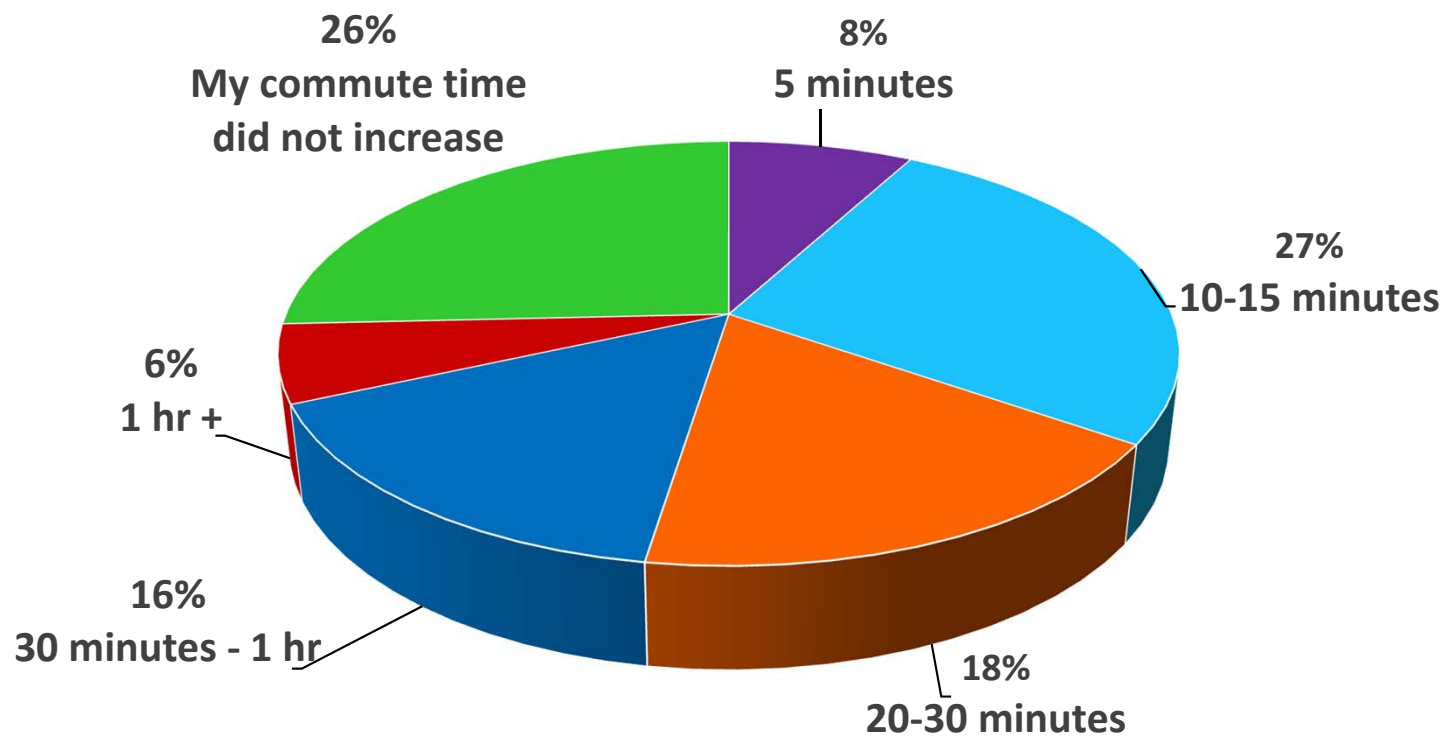
3% - Did not have to relocate

Less than 1% - Relocated to Marin County

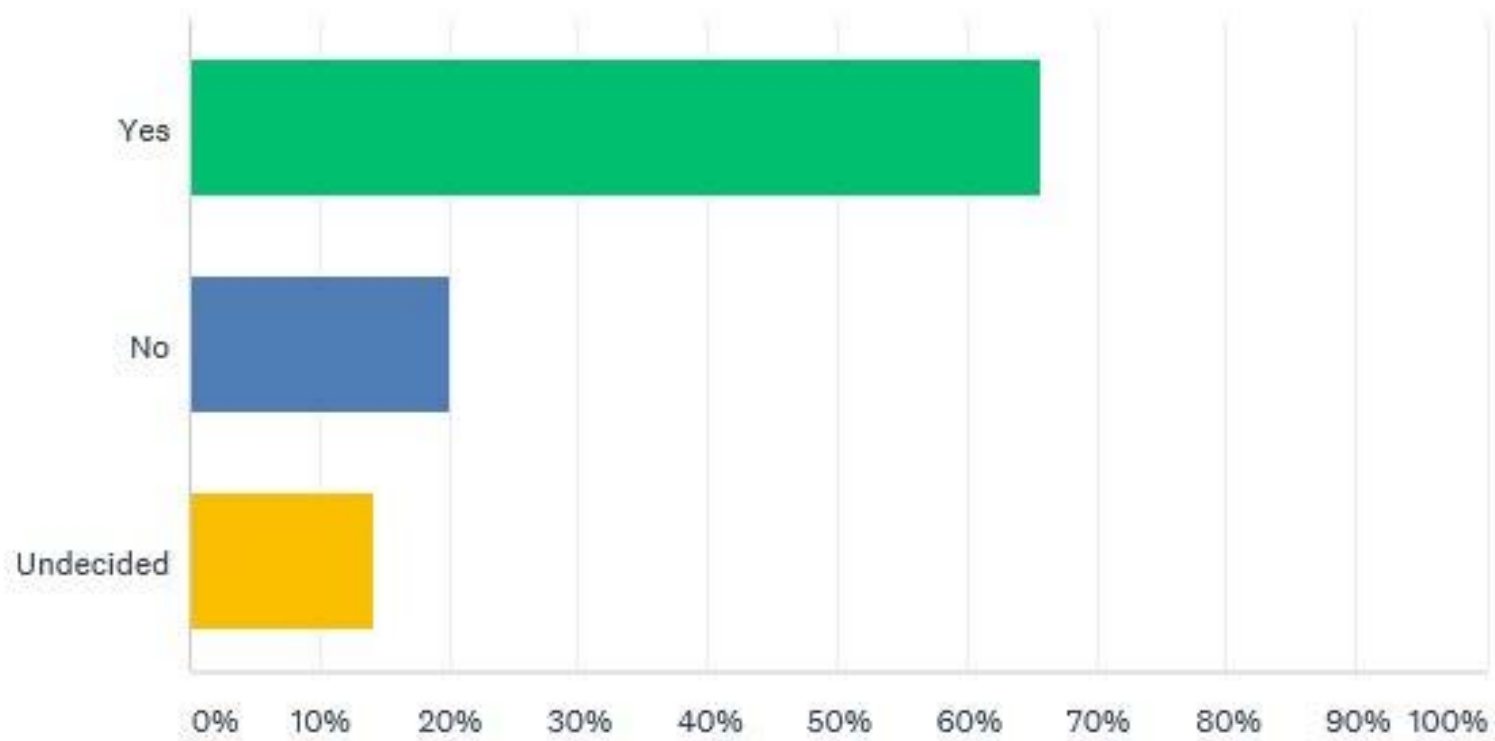
Less than 1% - Relocated to Napa County

Less than 1% - Relocated to Santa Cruz County

# Q5 – If you did relocate, how much has your commute time increased?



## Q6 – Do you plan on rebuilding?



Q7 – Are you aware of the Employee Assistance Program services?

89% -- Yes

11% -- No

## Q8 – Do you have any additional feedback you would like to provide?

Affordable housing frustration

Appreciative of department support

Did not receive notice of grief training provided by HR

Disaster leave was helpful

Disaster trainings happened too soon after the fires

Housing support, any help would be great

Keep offering joint County/City rebuild sessions to help during the process

Lack of closure from the disaster, still dealing with it

Offer comp time instead of having to use vacation time

Would help to hold future monthly grief meetings

Periodic check-ins would be great moving forward

## Q8 – Do you have any additional feedback you would like to provide?

Rebuild frustration, renter issues, no support after becoming homeless

Stressed dealing with insurance settlement process, need help

Support during the rebuild phase would be helpful, food vouchers, etc.

Concerned about contract negotiations

Information needed for renters

Time off needed to deal with everything

Train management to help staff who are disaster victims

Unhappy requiring to use all vacation time prior to using donated hours, unhappy with vacation cash out program, victims should get comp time, time to deal with the stress

Unhappy with EAP services

Unhappy with poor early warning signals





## Q9 – Do you have any questions or needs that we can follow-up with you on?

“Three weeks after the fires I was notified that I was receiving a promotion to supervisor. This was great, however, I now don't know if I am able to use my disaster leave while I am a probationary employee and how this impacts my ability to return to my new position. I would appreciate more details about this.”

“I have lots of questions about why the City allowed the ridgetop development in Fountaingrove in direct violation of their General Plan and about the utter lack of fire resources provided to the west side of Santa Rosa but I will be addressing those questions with the City.”

“Yes, please provide requirements for using vacation hours donated by other employees. Rebuilding takes a tremendous amount of time and time away from the office for meetings with architects, contractors, etc.”

“...time off and less overtime , is the most help for myself and maybe others in corrections. Being home with my wife and kids who went through a very traumatic experience is needed. All three kids have been going through therapy.”

“Where can I get a checklist of what needs to be done in order to rebuild?”

## Q9 – Do you have any questions or needs that we can follow-up with you on?

“I would like to know how my property taxes will be affected by my rebuild? Other than that, I again am unfamiliar with this process, so I don't know what to ask for help with.....”

“We lived in Fountain Grove and while our property only showed less than a 1% (.15%) trace of Benzene, there are rumors the county will not give any permits to fountain grove properties until the water issue is fixed. They are saying 2 years and we will be ready to start building in July if we can get a permit...what is the process of getting a waiver regarding the water issue since our benzene trace is so minimal.”

“When will my debris removal invoice be sent?”

“Whether the county will consider a COLA given the rise in rent, gas, food, etc. due to housing shortage. Rents can rise up to 10%. No county worker gets that amount of raise per year.”

“Definitely still needing help. Any help is welcome: financial, gift cards, cook dinner for us, donate time to us without having to use our own time. All these help us with the restarting of our lives. Maybe something like a ‘one time’ Comp time or something? People with families do not have time on the books to use or even to cash out.”

## Q9 – Do you have any questions or needs that we can follow-up with you on?

“Affordable housing options are needed.”

“What is the county as an entity, planning to do to help wildfire victims that happen to be also County Employees? In the meeting we have attend, they talk about future plans and just an example, right now we are fighting with contractors and others trying to find a fair and affordable price to rebuild. What about having some help from Water Agency, UC Davis Cooperative Extension Master Gardener Program, Fire Department (or other agency to help with fire sprinkles design & permits). If they provide free services/plant to help us, will be great break for us as county employees...”

“I am now depleted of vacation and sick time; but I still need interim time off to take care of fire related meetings and paperwork. Is the County going to approve Leave Without Pay for non-medical needs?”

“Will you do anything about the obscene cost of housing in this county? I just hope that you can help provide some closure for those affected. Thanks I have everything I need at this point. My increased commute time is unfortunate but there’s nothing to be done that.”



## 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:** Boards of Directors: Sonoma County Water Agency; and Occidental, Russian River, and Sonoma Valley County Sanitation Districts

**Board Agenda Date:** September 11, 2018

**Vote Requirement:** Majority

**Department or Agency Name(s):** Biotoxicity Monitoring and Related Services

**Staff Name and Phone Number:**

Ellen Simm / 707-521-1809

**Supervisorial District(s):**

**Title:** Biotoxicity Monitoring and Related Services

### **Recommended Actions:**

As part of an ongoing effort to comply with environmental regulations and the Environmental Protection Agency and state required permits, and to keep the local water and wastewater free of toxins and safe for the public and the environment:

- A. Authorize Sonoma County Water Agency's General Manager, acting on behalf of Sonoma County Water Agency; and Occidental, Russian River, and Sonoma Valley County Sanitation Districts, to execute an agreement with AQUA-Science, Inc. for biotoxicity monitoring and related services from July 1, 2018, to June 30, 2021, in an amount not to exceed \$540,000 (up to \$180,000 per year for three years); and
- B. Authorize Sonoma County Water Agency's General Manager, acting on behalf of Occidental, Russian River, and Sonoma Valley County Sanitation Districts, to execute an agreement with Pacific EcoRisk, Inc. for biotoxicity monitoring, peer review testing and related services for an amount not to exceed \$300,000 (up to \$100,000 per year for three years), from July 1, 2018, to June 30, 2021.

### **Executive Summary:**

This item requests authority for the Sonoma County Water Agency's (Sonoma Water) General Manager, acting on behalf of Sonoma Water; and Occidental, Russian River, and Sonoma Valley County Sanitation Districts, to execute an agreement with AQUA-Science, Inc. for biotoxicity monitoring and related services for an amount not to exceed \$540,000 (up to \$180,000 per year for three years); agreement terminates on June 30, 2021. This item also requests authority for Sonoma Water's General Manager, acting on behalf of Occidental, Russian River, and Sonoma Valley County Sanitation Districts, to execute an agreement with Pacific EcoRisk for peer review of biotoxicity monitoring and related services for an amount not to exceed \$300,000 (up to \$100,000 per year for three years); agreement terminates June 30, 2021. Pursuant to section 402 of the Federal Clean Water Act and implementing regulations adopted by the U.S. Environmental Protection Agency, the California Regional Water Quality Control Board has

instructed County Sanitation Districts and Sonoma Water to have water and wastewater tested for a variety of toxins and biotoxicity.

**Discussion:**

HISTORY OF ITEM/BACKGROUND

Pursuant to section 402 of the Federal Clean Water Act and implementing regulations adopted by the U.S. Environmental Protection Agency, discharge of treated effluent wastewater to waters of the state cannot cause receiving waters to contain toxic substances in concentrations that are toxic to, or that produce detrimental physiological responses in, humans, plants, animals, or aquatic life. Pursuant to these requirements, the California Regional Water Quality Control Board has instructed County Sanitation Districts and Sonoma Water to have water and wastewater tested for a variety of toxins and biotoxicity. This in-depth work requires highly-trained and skilled laboratory expertise. In addition, in emergency situations, testing of the Sonoma Water transmission system water may be needed.

Sonoma Water operates the Occidental, Russian River, and Sonoma Valley County Sanitation Districts (Districts) under contract with Districts.

For quality assurance, Sonoma Water and Districts must perform duplicate analysis to verify results and obtain consultation on strategies for solving potential toxicity issues. Peer review of laboratory results is necessary to complete duplicate analyses, review strategies, and provide suggestions for improvement.

SELECTION PROCESS

On April 18, 2018, Sonoma Water issued a Request for Statements of Qualifications for biotoxicity monitoring and related services, which posted to the Sonoma Water and County Purchasing Department websites, and was sent to the following four firms:

1. AQUA-Science, Inc., Davis, CA
2. McCampbell Analytical, Pittsburgh, CA
3. Pacific EcoRisk, Inc., Fairfield, CA
4. ToxScan, Inc., Watsonville, CA

The four firms listed below submitted Statements of Qualifications:

1. AQUA-Science, Inc.
2. Eurofins Eaton Analytical, Monrovia, CA
3. McCampbell Analytical
4. Pacific EcoRisk, Inc.

The following criteria were used to evaluate each firm:

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

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

1. AQUA-Science, Inc.
2. Pacific EcoRisk, Inc.

AQUA-Science, Inc. was selected for water and wastewater testing because of its superior response to the Request for Statements of Qualifications. AQUA-Science, Inc. is recognized as an expert in this industry and works with the Environmental Protection Agency on a regular basis. In addition to overall qualifications, AQUA-Science, Inc. is familiar with Sonoma Water and each of the Districts' National Pollutant Discharge Elimination System permit requirements because of its work on the Russian River, Occidental, and Sonoma Valley County Sanitation Districts' permit renewals. AQUA-Science, Inc. has performed excellent biotoxicity testing, toxicity identification evaluation screenings and expert advice for Sonoma Water and Districts in the past. Sonoma Water staff believes it is in Sonoma Water's and Districts' best interests to continue working with AQUA-Science, Inc. due to the steep learning curve and strict nature of water testing requirements.

Pacific EcoRisk, Inc. was selected for peer review testing because it is also a highly qualified firm, is recognized as an expert in the industry, and works with the Environmental Protection Agency on a regular basis. In its Statement of Qualifications, Pacific EcoRisk, Inc. provided professional history of key staff including scientific research awards and service demonstrating many areas of specialization within the biotoxicity field.

This work requires highly-trained and skilled laboratory expertise. While Sonoma Water operates three laboratories, none is properly equipped to perform multi-species biotoxicity monitoring. In addition, Sonoma Water staff do not have the necessary expertise to perform this analysis. The approximate percent increase of rates/costs compared to the prior agreements is 0% to 6% as some analysis/services did not rise in cost.

#### SERVICES TO BE PERFORMED

AQUA-Science, Inc. Agreement:

Under the proposed agreement, AQUA-Science, Inc. will have water and wastewater tested for a variety of toxins by an Environmental Laboratory Accreditation Program certified laboratory, as required by the California Regional Water Quality Control Board.

The cost of services for routine testing with AQUA-Science, Inc. will not exceed \$180,000 in each of the next three fiscal years (FY 2018/2019, 2019/2020, and FY 2020/2021). This agreement covers services rendered from July 1, 2018, to June 30, 2021. The total agreement amount is not to exceed \$540,000.

Pacific EcoRisk, Inc. Agreement:

Under the proposed agreement, Pacific EcoRisk, Inc. will perform duplicate analysis to verify results and obtain consultation on strategies for solving potential toxicity issues.

The cost of services for peer review testing with Pacific EcoRisk, Inc. will not exceed \$100,000 in each of the next three fiscal years (FY 2018/2019, 2019/2020, and FY 2020/2021). This agreement covers services rendered from July 1, 2018, to June 30, 2021. The total agreement amount is not to exceed \$300,000.

#### RECOMMENDATION

Sonoma Water staff recommends that the Board authorize Sonoma Water's General Manager, acting on behalf of Sonoma Water; and Occidental, Russian River, and Sonoma Valley County Sanitation Districts,

to execute an agreement with AQUA-Science, Inc. for biotoxicity monitoring and related services from July 1, 2018, to June 30, 2021, in an amount not to exceed \$540,000 (up to \$180,000 per year for three years). Sonoma Water staff also recommends that the Board authorize Sonoma Water’s General Manager, acting on behalf of Occidental, Russian River, and Sonoma Valley County Sanitation Districts, to execute an agreement with Pacific EcoRisk, Inc. for biotoxicity monitoring, peer review testing and related services for an amount not to exceed \$300,000 (up to \$100,000 per year for three years; agreement terminates June 30, 2021).

**Prior Board Actions:**

08/11/2015: Approved agreements between Water Agency, Districts, and AQUA-Science, Inc. for biotoxicity monitoring; and Districts and Pacific EcoRisk, Inc. for biotoxicity monitoring and related services peer review. Cost for AQUA-Science was \$690,000; term end 6/30/2018. Cost for Pacific EcoRisk was \$120,000; term end 6/30/2018.

09/04/2012: Approved agreement between Water Agency, Districts, and AQUA-Science for biotoxicity monitoring. Cost \$810,000; term end 6/30/2015.

11/10/2009: Approved agreement between Water Agency, Districts, and AQUA-Science for biotoxicity monitoring.

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

**Fiscal Summary**

<b>Expenditures</b>	<b>FY 18-19 Adopted</b>	<b>FY 19-20 Projected</b>	<b>FY 20-21 Projected</b>
Budgeted Expenses	280,000	\$280,000	\$280,000
Additional Appropriation Requested			
<b>Total Expenditures</b>	<b>280,000</b>	<b>\$280,000</b>	<b>\$280,000</b>
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal			
Fees/Other	\$280,000	\$280,000	\$280,000
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>	<b>\$280,000</b>	<b>\$280,000</b>	<b>\$280,000</b>

**Narrative Explanation of Fiscal Impacts:**

AQUA-Science, Inc.: Budgeted amount of \$180,000 is available from FY 2018/2019 appropriations for the Occidental, Russian River, and Sonoma Valley County Sanitation Districts’ Operations Funds. FY 2019/2020 and FY 2020/2021 appropriations will be budgeted in those fiscal years.

Pacific EcoRisk, Inc.: Budgeted amount of \$100,000 is available from FY 2018/2019 appropriations for the Occidental, Russian River, and Sonoma Valley County Sanitation Districts' Operations Funds. FY 2019/2020 and FY 2020/2021 appropriations will be budgeted in those fiscal years.

Actual expenditures for each sanitation fund will vary based on regulatory testing requirements, natural disasters, severe weather, and environmental/ecological conditions.

The revenue source for the Occidental, Russian River, and Sonoma Valley County Sanitation Districts' Operations Funds is rate-payer annual sewer service charges.

**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:**

Agreements

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

None

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CF/70-700-21 AQUA-Science Inc. (Agree for Biototoxicity Monitoring and Related Services) 17/18-133 (ID 7031) and  
CF/70-700-21 Pacific EcoRisk (Agree for Biototoxicity Monitoring and Related Services) 17/18-134 (ID 7030)



## **DRAFT Agreement for Biotoxicity Monitoring and Related Services**

This agreement (“Agreement”) is by and between **Sonoma County Water Agency, Occidental County Sanitation District, Russian River County Sanitation District, and Sonoma Valley County Sanitation District**, (collectively referred to as “Water Agency”) and **AQUA-Science**, a California partnership (“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 Article 5 (Term of Agreement).

### **RECITALS**

- A. Consultant represents that it is an Environmental Laboratory Accreditation Program (ELAP)-certified firm with expertise in conducting biotoxicity testing and Toxicity Identification Evaluations (TIE) for National Pollutant Discharge Elimination System (NPDES) compliance, and related services.
- B. Sonoma County Water Agency operates the Occidental County Sanitation District, Russian River County Sanitation District, and Sonoma Valley 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 the Districts.
- C. The California Regional Water Quality Control Board (Regional Board) requires the Water Agency to have wastewater tested for a variety of toxins and biotoxicity. This work requires highly-trained and skilled laboratory expertise that the Water Agency does not possess.
- D. Consultant will provide wastewater testing. In addition, Consultant may test Sonoma County Water Agency transmission system water in emergencies requiring toxicity testing.

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: Insurance Requirements

**3. SCOPE OF SERVICES**

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

<b>Water Agency</b>	<b>Consultant</b>
Project Manager: Ellen Simm 404 Aviation Boulevard Santa Rosa, CA 95403-9019 Phone: 707-521-1809 Email: Ellen.Simm@scwa.ca.gov	Contact: Jeff Miller, Ph.D., DABT 630 Cantrill Drive Davis, CA 95618 Phone: 530-753-5456 Email: <a href="mailto:aquasci@aol.com">aquasci@aol.com</a> Fax: 530-753-6001
<b>Remit invoices to:</b>	<b>Remit payments to:</b>
Susan Bookmyer Same address as above or Email: susan.bookmyer@scwa.ca.gov	Attn: Accounts Receivable Same address as above

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

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

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

Title	Name
President	Jeffrey L. Miller, Ph.D, DABT

- 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 \$540,000.

4.2. *Method of Payment:*

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

4.3. *Invoices:* Consultant shall submit its bills in arrears as tests are performed per site, based on work completed, in a form approved by Water Agency. The bills shall show or include:

- a. Consultant name
- b. Name of Treatment Plant
- c. Name of Agreement
- d. Water Agency’s Project-Activity Codes from the table below:

Owner	Project-Activity Code
Occidental CSD	O0045W002
Russian River County Sanitation District	R0099W002
Sonoma Valley County Sanitation District	V0112W002
Water Transmission Temporary Urgency Change Petition	T0097D015

- e. Task performed with an itemized description of services rendered by date

- f. Summary of work performed by subconsultants, as described in Paragraph 14.4
- 4.4. *Reports with Invoices:* Payment of invoices is subject to receipt of the reports required under Paragraph 1.14 of Exhibit A.
- 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 4.6.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 4.6.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 15 (Method and Place of Giving Notice, Submitting Bills, and Making Payments) of this Agreement. To reduce the amount withheld, Consultant has the option to provide Water Agency with either a full or partial waiver from the State of California.
- 4.7. *Funding:*
- a. Funding for this Agreement is as follows:
- | <i>Current Fiscal Year</i>     | <i>Budgeted Appropriation</i> |
|--------------------------------|-------------------------------|
| 2018/2019                      | \$180,000                     |
|                                |                               |
| <i>Subsequent Fiscal Years</i> | <i>Planned Appropriation</i>  |
| 2019/2020                      | \$180,000                     |
| 2020/2021                      | \$180,000                     |
- 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:* The term of this Agreement shall be from July 1, 2018 ("Effective Date") to June 30, 2021, unless terminated earlier in accordance with the provisions of Article 6 (Termination).
- 5.2. *Commencement of Work:* Consultant is authorized to proceed immediately with the performance of this Agreement upon the Effective Date of this Agreement.

## **6. TERMINATION**

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

then Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to termination multiplied by the applicable hourly or daily rate; and further provided, however, that if Water Agency terminates the Agreement for cause pursuant to Paragraph 6.3, Water Agency shall deduct from such amounts the amount of damage, if any, sustained by Water Agency by virtue of the breach of the Agreement by Consultant.

**7. INDEMNIFICATION**

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

**8. INSURANCE**

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

**9. PROSECUTION OF WORK**

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

**10. EXTRA OR CHANGED WORK**

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

**11. CONTENT ONLINE ACCESSIBILITY**

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

work to produce such deliverables. Consultant agrees to cooperate with Water Agency staff in the development of alternate document formats to maximize the facilitative features of the impacted document(s); e.g., embedding the document with alt-tags that describe complex data/tables.

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

## **12. REPRESENTATIONS OF CONSULTANT**

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



receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration.

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

employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

- 12.8. *Assignment of Rights:* Consultant assigns to Water Agency all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to Water Agency in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as Water Agency may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of Water Agency. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of Water Agency.
- 12.9. *Ownership and Disclosure of Work Product:* All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of Water Agency. Water Agency shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to Water Agency all such documents, which have not already been provided to Water Agency in such form or format as Water Agency deems appropriate. Such documents shall be and will remain the property of Water Agency without restriction or limitation. Consultant may retain copies of the above described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of Water Agency.
- 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 13 limits Water Agency's right to terminate this Agreement pursuant to Article 6 (Termination).

#### **14. ASSIGNMENT AND DELEGATION**

- 14.1. *Consent:* Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.
- 14.2. *Subcontracts:* Notwithstanding the foregoing, Consultant may enter into subcontracts with the subconsultants specifically identified herein. If no subconsultants are listed, then no subconsultants will be utilized in the performance of the work specified in this Agreement.
- 14.3. *Change of Subcontractors or Subconsultants:* If, after execution of the Agreement, parties agree that subconsultants not listed in Paragraph 14.2 will be utilized, Consultant may enter into subcontracts with subconsultants to perform other specific duties pursuant to the provisions of this Paragraph 14.2. The following provisions apply to any subcontract entered into by Consultant other than those listed in Paragraph 14.2:
  - a. Prior to entering into any contract with subconsultant, Consultant shall obtain Water Agency approval of subconsultant.
  - b. All agreements with subconsultants shall (a) contain indemnity requirements in favor of Water Agency in substantially the same form as that contained in Article 7 (Indemnification), (b) contain language that the subconsultant may be terminated with or without cause upon reasonable written notice, and (c) prohibit the assignment or delegation of work under the agreement to any third party.
- 14.4. *Summary of Subconsultants' Work:* Consultant shall provide Water Agency with a summary of work performed by subconsultants with each invoice submitted under Paragraph 4.3. Such summary shall identify the individuals performing work on behalf of subconsultants and the total amount paid to subconsultant, broken down by the tasks listed in the Scope of Work.
- 14.5. Consultant shall not subcontract any aspect of toxicity testing or TIEs without 1 week advance written notification and written approval by Water Agency.

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

- 15.1. *Method of Delivery:* All notices, bills, and payments shall be made in writing and shall be given by personal delivery, U.S. Mail, courier service, or electronic means. Notices, bills, and payments shall be addressed as specified in Paragraph 3.2.
- 15.2. *Receipt:* When a notice, bill, or payment is given by a generally recognized overnight courier service, the notice, bill, or payment shall be deemed received on the next business day. When a copy of a notice, bill, or payment is sent by electronic means, the notice, bill, or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill, or payment is deposited in the U.S. mail and postmarked on the date of the electronic transmission (for a payment, on or before the due date), (2) the sender has a written confirmation of the electronic transmission, and (3) the electronic transmission is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills, and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this Article 15.

**16. MISCELLANEOUS PROVISIONS**

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

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

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

Reviewed as to funds:

TW 17/18-133

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

Approved as to form:

By: \_\_\_\_\_  
[Name], Deputy County Counsel

Insurance Documentation is on file with  
Water Agency

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

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

**AQUA-Science**, a California partnership

By: \_\_\_\_\_  
Grant Davis  
General Manager

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

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

Authorized per Water Agency's Board of  
Directors Action on September 11, 2018

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

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

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

# Exhibit A

## Scope of Work

### 1. TASKS

- 1.1. Perform work in compliance with Sonoma Valley County Sanitation District Treatment Plant's, Russian River County Sanitation District Treatment Plant's, Occidental County Sanitation District Treatment Plant's, and Sonoma County Water Agency's NPDES permits as applicable.
- 1.2. Perform the following aquatic testing services on freshwater, estuarine, and marine samples:
  - a. acute toxicity (static and static-renewal)
  - b. chronic toxicity (static and static-renewal)
  - c. toxicity identification evaluation (TIE)
  - d. toxicity reduction evaluation (TRE).
  - e. biotoxicity screening studies
- 1.3. Provide transportation services for sample pick up for tests. Pick up sites include:
  - a. Sonoma Valley County Sanitation District Treatment Plant
  - b. Russian River County Sanitation District Treatment Plant
  - c. Occidental County Sanitation District Treatment Plant
  - d. Sonoma County Water Agency
- 1.4. Availability: Provide services 7 days a week.
- 1.5. Provide labor, services, sample containers, apparatus, equipment, and test organisms necessary to perform the testing.
- 1.6. Conduct toxicity tests with strict adherence to Environmental Protection Agency (EPA) methods and protocols.
- 1.7. Repeat at no additional cost any tests that fail as a result of a protocol deviation.
- 1.8. Provide verbal notification of test results within 72 hours of test completion and a written summary report acceptable to Water Agency within 2 weeks of completion of the tests.
- 1.9. Provide Water Agency a technical summary of TIE results within 72 hours of completion.
- 1.10. Assist Water Agency, as needed, in NPDES permit negotiations. Work includes developing and implementing TIE/TRE Study Plans, reviewing reports and related documents, attending meetings, and providing expert opinions and testimony as required.
- 1.11. Provide for proper disposal of test organisms and test samples.
- 1.12. Consultant shall have overall responsibility for all aspects of the toxicity tests and TIE studies, and coordinating the timing of the testing events with Water Agency. Ensure that the reporting aspects of the project are completed on schedule and

with proper quality assurance/quality control (QA/QC) procedures, and that the final report is prepared in a format acceptable to Water Agency.

1.13. Reporting:

Each time tests or studies are conducted, provide results in a report as follows:

- a. Draft Report: Notify Water Agency of test results via phone call or email. Prepare the report for review by Water Agency. Each report shall be prepared in draft form. Submit 1 electronic copy of the draft to Water Agency for review and approval. Water Agency will return 1 copy of the draft report to Consultant with comments or approval in writing.
- b. Subsequent Draft(s): If Water Agency requests revisions, Consultant shall revise the draft report and resubmit 1 copy of the report for Water Agency approval.
- c. Final Report: Following Water Agency approval and prior to Water Agency' acceptance of work under this Agreement, Consultant shall submit one electronic submittal of each report via email and one hard copy to Water Agency. Submit report to the Water Agency for submission to the Regional Board.
- d. Revised Report: Address comments submitted by the Regional Board, if any, and resubmit the revised final report to the Water Agency.

<b>Deliverable</b>	<b>Due Date</b>
Draft Report	Verbal or email notification of test results within 72 hours of test completion. Written draft report in electronic form within one week of test completion.
Final Report	Written summary report acceptable to Water Agency within 2 weeks of completion of tests.
Revised Report	Revised written summary report acceptable to Water Agency within 3 weeks of completion of tests.

**2. DELIVERABLES**

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



## Exhibit B

### Schedule of Costs

<u>Description</u>	<u>Rate per Test</u>
<b><u>Acute Toxicity Testing</u></b>	
• Acute 96-hour Rainbow Trout Survival Test	
○ Effluent (Control and 100%; daily change-out)	\$800
○ Reference toxicant (control and 5 concentrations; daily change-out)	\$1,100
• Acute 96-hour Fathead Minnow Survival Test	
○ Effluent (Control and 100%; daily change-out)	\$700
○ Reference toxicant (control and 5 concentrations; daily change-out)	\$950
• Acute 96-hour <i>Ceriodaphnia dubia</i> Survival Test	
○ Effluent (Control and 100%; daily change-out)	\$600
○ Reference toxicant (control and 5 concentrations; daily change-out)	\$750
<b><u>Chronic Toxicity Testing</u></b>	
• Chronic Green Algae Cell Growth Test	
○ Effluent (control and 5 concentrations)	\$1,100
○ Reference toxicant (control and 6 concentrations)	\$850
• Chronic 7-Day <i>Ceriodaphnia dubia</i> Survival and Reproduction Test	
○ Effluent (control and 5 concentrations)	\$1,350
○ Reference toxicant (control and 7 concentrations)	\$1,200
• Chronic Abalone Shell Development Test	
○ Effluent (control and 5 concentrations)	\$1,850
○ Reference toxicant (control and 6 concentrations)	\$1,250
• Chronic 7-Day Fathead Minnow Survival and Growth Test	
○ Effluent (control and 5 concentrations)	\$1,350
○ Reference toxicant (control and 6 concentrations)	\$1,200
• Chronic 7-Day Mysid Survival, Growth and Fecundity Test	
○ Effluent (control and 5 concentrations)	\$2,250
○ Reference toxicant (control and 6 concentrations)	\$1,800
<b><u>Laboratory Services</u></b>	
• Zeolite treatment for ammonia removal (per sample)	\$250
• Ammonia analysis (per sample)	\$30
<b><u>DMRQA Testing</u></b>	
• Chronic 7-Day Mysid Survival, Growth and Fecundity Test	\$500
• Chronic 7-Day Fathead Minnow Survival and Growth Test	\$350
• Acute 96-Hour <i>Ceriodaphnia dubia</i> Survival Test	\$250
• Acute 96-Hour Fathead Minnow Survival Test	\$250

**Other**

- Sample pickup by Courier \$165
- Professional Services: Senior Toxicologist \$175/hr  
Clerical \$65/hr

**Note:** If other clients of Consultant conduct testing concurrently with Water Agency using the same test species, the reference toxicant test cost will be divided equally among the clients. Similarly, courier pickup costs will be adjusted if the clients are in the same geographical area.

## Exhibit C

### Insurance Requirements

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

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

#### 1. INSURANCE

- 1.1. Workers Compensation and Employers Liability Insurance
  - a. Required if Consultant has employees as defined by the Labor Code of the State of California.
  - b. 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, and Sonoma Valley 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 Consultant’s services include: (1) programming, customization, or maintenance of software: or (2) access to individuals’ private, personally identifiable information, the insurance shall cover:
    - i. Breach of privacy; breach of data; programming errors, failure of work to meet contracted standards, and unauthorized access; and

- ii. Claims against Consultant arising from the negligence of Consultant, Consultant's employees and Consultant's subcontractors.
  - d. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
  - e. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
  - f. Required Evidence of Insurance: Certificate of Insurance specifying the limits and the claims-made retroactive date.
- 1.5. Standards for Insurance Companies
- a. Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.
- 1.6. Documentation
- a. The Certificate of Insurance must include the following reference: TW 17/18-133.
  - 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, and 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. 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.

## **Agreement for Peer Review of Biototoxicity Monitoring and Related Services**

This agreement (“Agreement”) is by and between **Occidental County Sanitation District, Russian River County Sanitation District, and Sonoma Valley County Sanitation District**, (collectively referred to as “Districts”) and **Pacific EcoRisk, Inc.**, a California corporation (“Consultant”). The Effective Date of this Agreement is the date the Agreement is last signed by the parties to the Agreement, unless otherwise specified in Paragraph 5.1.

### **RECITALS**

- A. Consultant represents that it is an Environmental Laboratory Accreditation Program (ELAP)-certified firm with expertise in conducting biototoxicity testing and Toxicity Identification Evaluations (TIE) for National Pollutant Discharge Elimination System (NPDES) compliance, and related services.
- B. Sonoma County Water Agency operates the under contract with Districts. References to District employees are understood to be Sonoma County Water Agency employees acting on behalf of the Districts.
- C. The California Regional Water Quality Control Board requires Districts to have water and wastewater tested for a variety of toxins and biototoxicity. This work requires highly-trained and skilled laboratory expertise.
- D. For quality assurance purposes, Districts must perform duplicate analysis to verify results and obtain consultation on strategies for solving potential toxicity issues. Peer review of lab results is necessary to complete duplicate analyses, review strategies, and provide suggestions for improvement.
- E. Under this Agreement, Consultant will perform biototoxicity monitoring, peer review testing, and related services.

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: Insurance Requirements

**3. SCOPE OF SERVICES**

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

Districts	Consultant
Project Manager: Ellen Simm 404 Aviation Boulevard Santa Rosa, CA 95403-9019  Phone: 707-521-1809 Email: Ellen.Simm@scwa.ca.gov	Contact: Brant Jorgenson, Ph.D. 2250 Cordelia Road Fairfield, CA 94534  Phone: 707-207-7760 Email: <a href="mailto:bjorgenson@pacificecorisk.com">bjorgenson@pacificecorisk.com</a> Fax: 707-207-7916
<p style="text-align: center;"><b>Remit invoices to:</b></p> Susan Bookmyer Same address as above or Email: susan.bookmyer@scwa.ca.gov	<p style="text-align: center;"><b>Remit payments to:</b></p> Attn: Accounts Receivable Same address as above

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



3.4. *Assigned Personnel:*

- a. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time Districts, 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 Districts.
- 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 Districts to be key personnel whose services were a material inducement to Districts to enter into this Agreement, and without whose services Districts 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 Districts.
- c. In the event that any of Consultant’s personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness, or other factors outside of Consultant’s control, Consultant shall be responsible for timely provision of adequately qualified replacements.

**4. PAYMENT**

4.1. *Total Costs:* Total costs under this Agreement shall not exceed \$300,000.

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

- a. Consultant shall be paid in accordance with Exhibit B (Schedule of 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 as tests are performed per site, based on work completed, in a form approved by Districts. The bills shall show or include:

- a. Consultant name
- b. Name of Agreement
- c. Districts’ Project-Activity Codes from the table below:

<b>Owner</b>	<b>Project-Activity Code</b>
Occidental CSD	O0045W002
Russian River CSD	R0099W002
Sonoma Valley CSD	V0112W002

- d. Task performed with an itemized description of services rendered by date
- e. Summary of work performed by subconsultants, as described in Paragraph 14.4
- f. Time in quarter hours devoted to the task

- g. Hourly rate or rates of the persons performing the task
- h. List of reimbursable materials and expenses
- i. Copies of receipts for reimbursable materials and expenses

4.4. *Reports with Invoices:* Payment of invoices is subject to receipt of the reports required under article 1.12 of Exhibit A.

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

4.6. Taxes Withheld by Districts:

- a. Pursuant to California Revenue and Taxation Code (R&TC) section 18662, the Districts shall withhold seven percent of the income paid to Consultant for services performed within the State of California under this Agreement, for payment and reporting to the California Franchise Tax Board, if Consultant does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.
- b. If Consultant does not qualify, as described in Paragraph 4.6.a, Districts requires that a completed and signed Form 587 be provided by Consultant in order for payments to be made. If Consultant is qualified, as described in Paragraph 4.6.a, then Districts 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 Districts of any changes in the facts. Forms should be sent to Districts pursuant to Article 15 (Method and Place of Giving Notice, Submitting Bills, and Making Payments) of this Agreement. To reduce the amount withheld, Consultant has the option to provide Districts 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>
2018/2019	\$100,000
<i>Subsequent Fiscal Years</i>	<i>Planned Appropriation</i>
2019/2020	\$100,000
2020/2021	\$100,000

- b. Availability of Funding in Subsequent Fiscal Years:

- i. Districts' performance under this Agreement in subsequent years is contingent upon appropriation of funds by Districts' Board of Directors. Districts shall have no liability under this Agreement if sufficient funds are not appropriated in subsequent fiscal years by Districts' Board of Directors for the purpose of this Agreement.
- ii. If funding for this Agreement for any fiscal year is reduced or eliminated by Districts' Board of Directors, Districts 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:* The term of this Agreement shall be from July 1, 2018 ("Effective Date") to June 30, 2021, unless terminated earlier in accordance with the provisions of Article 6 (Termination).
- 5.2. *Commencement of Work:* Consultant is authorized to proceed immediately with the performance of this Agreement upon the Effective Date of this Agreement.

**6. TERMINATION**

- 6.1. *Authority to Terminate:* Districts' 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, Districts 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, Districts 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 Districts all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement subject to Paragraph 12.9 and shall submit to Districts 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 Districts, 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 Districts terminates the Agreement for cause pursuant to Paragraph 6.3, Districts shall deduct from such amounts the amount of damage, if any, sustained by Districts by virtue of the breach of the Agreement by Consultant.

## **7. INDEMNIFICATION**

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

## **8. INSURANCE**

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

**9. PROSECUTION OF WORK**

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

**10. EXTRA OR CHANGED WORK**

10.1. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Changes to lengthen time schedules or make minor modifications to the scope of work, which do not increase the amount paid under the Agreement, may be executed by the Water Agency's General Manager in a form approved by County Counsel. The parties expressly recognize that Districts 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 Districts.

**11. CONTENT ONLINE ACCESSIBILITY**

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

11.3. *Certification:* With each final receivable intended for public distribution (report, presentations posted to the Internet, public outreach materials), Consultant shall include a descriptive summary describing how all deliverable documents were assessed for accessibility (e.g., Microsoft Word accessibility check; Adobe Acrobat accessibility check, or other commonly accepted compliance check).

11.4. *Alternate Format:* When it is strictly impossible due to the unavailability of technologies required to produce an accessible document, Consultant shall

identify the anticipated accessibility deficiency prior to commencement of any work to produce such deliverables. Consultant agrees to cooperate with Districts 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 Districts' Web Site Accessibility Policy shall be the responsibility of Consultant. If Districts, in its sole and absolute discretion, determines that any deliverable intended for use or publication on any Districts managed or Districts funded Web site does not comply with Districts Accessibility Standards, Districts will promptly inform Consultant in writing. Upon such notice, Consultant shall, without charge to Districts, repair or replace the non-compliant materials within such period of time as specified by Districts in writing. If the required repair or replacement is not completed within the time specified, Districts shall have the right to do any or all of the following, without prejudice to Districts' right to pursue any and all other remedies at law or in equity:

- a. Cancel any delivery or task order
- b. Terminate this Agreement pursuant to the provisions of Article 6 (Termination); and/or
- c. In the case of custom Electronic and Information Technology (EIT) developed by Consultant for Districts, Districts 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 Districts in connection with such changes or repairs.

11.6. *Districts' Rights Reserved:* Notwithstanding the foregoing, Districts may accept deliverables that are not strictly compliant with Districts Accessibility Standards if Districts, in its sole and absolute discretion, determines that acceptance of such products or services is in Districts' 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 Districts and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits Districts provides its employees. In the event Districts exercises its right to terminate this Agreement pursuant to Article 6 (Termination), Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

12.2. *No Suspension or Debarment:* Consultant warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or

agency. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration.

- 12.3. *Taxes:* Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold Districts 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 Districts is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish Districts 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 Districts 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 Districts, Consultant shall submit a completed Fair Political Practices Commission Statement of Economic Interests (Form 700) with Districts 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 Districts 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 Districts 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 Districts may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of Districts. 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 Districts.
- 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 Districts. Districts 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 Districts all such documents, which have not already been provided to Districts in such form or format as Districts deems appropriate. Such documents shall be and will remain the property of Districts 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 Districts.
- 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 13 limits Districts' right to terminate this Agreement pursuant to Article 6 (Termination).

### **14. ASSIGNMENT AND DELEGATION**

14.1. *Consent:* Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

14.2. *Subcontracts:* Notwithstanding the foregoing, Consultant may enter into subcontracts with the subconsultants specifically identified herein. If no subconsultants are listed, then no subconsultants will be utilized in the performance of the work specified in this Agreement.

14.3. *Change of Subcontractors or Subconsultants:* If, after execution of the Agreement, parties agree that subconsultants not listed in Paragraph 14.2 will be utilized, Consultant may enter into subcontracts with subconsultants to perform other specific duties pursuant to the provisions of this Paragraph 14.2. The following provisions apply to any subcontract entered into by Consultant other than those listed in Paragraph 14.2:

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

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

14.5. Consultant shall not subcontract any aspect of toxicity testing or TIEs without 1 week advance written notification and written approval by Districts.

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

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

15.2. *Receipt:* When a notice, bill, or payment is given by a generally recognized overnight courier service, the notice, bill, or payment shall be deemed received on the next business day. When a copy of a notice, bill, or payment is sent by electronic means, the notice, bill, or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill, or payment is deposited in the U.S. mail and postmarked on the date of the electronic transmission (for a payment, on or before the due date), (2) the sender has a written confirmation of the electronic transmission, and (3) the electronic transmission is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills, and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this Article 15.

**16. MISCELLANEOUS PROVISIONS**

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

16.2. *No Waiver of Breach:* The waiver by Districts 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 Districts 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 Districts acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

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

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 17/18-134

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

Approved as to form:

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

Insurance Documentation is on file with  
Districts

Date/TW Initials: 7/3/18 JES

**Occidental County Sanitation District,  
Russian River County Sanitation District,  
and Sonoma Valley County Sanitation  
District**

**Pacific EcoRisk, Inc.**, a California corporation

By: \_\_\_\_\_  
Grant Davis  
General Manager

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

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

Authorized per Water Agency's Board of  
Directors Action on September 11, 2018

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

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

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

# Exhibit A

## Scope of Work

### 1. TASKS

- 1.1. Perform work in compliance with Sonoma Valley County Sanitation District Treatment Plant's, Russian River County Sanitation District Treatment Plant's, and Occidental County Sanitation District Treatment Plant's NPDES permits as applicable.
- 1.2. Perform the following aquatic testing services on freshwater, estuarine, and marine samples for peer review studies as requested by Districts:
  - a. acute toxicity (static and static-renewal)
  - b. chronic toxicity (static and static-renewal)
  - c. toxicity identification evaluation (TIE)
  - d. toxicity reduction evaluation (TRE).
  - e. biotoxicity screening studies
- 1.3. Provide transportation services for sample pick up for tests. Pick up sites include:
  - a. Sonoma Valley County Sanitation District Treatment Plant
  - b. Russian River County Sanitation District Treatment Plant
  - c. Occidental County Sanitation District Treatment Plant
- 1.4. Availability: Consultant shall be available to provide services 7 days a week.
- 1.5. Provide labor, services, sample containers, apparatus, equipment and test organisms necessary to perform the testing.
- 1.6. Conduct toxicity tests with strict adherence to Environmental Protection Agency (EPA) methods and protocols.
- 1.7. Repeat at no additional cost, any tests that fail as a result of a protocol deviation.
- 1.8. Provide verbal notification of test results within 12 hours of test completion and a written summary report acceptable to Districts within 2 weeks of completion of the tests.
- 1.9. Provide Districts a technical summary of TIE results within 24 hours of completion of the tests.
- 1.10. Provide for proper disposal of test organisms and test samples.
- 1.11. Ensure that the reporting aspects of the project are completed on schedule and with proper quality assurance/quality control (QA/QC) procedures, and that the final report is prepared in a format acceptable to Districts.

1.12. Reporting:

Each time tests or studies are conducted, provide results in a report as follows:

- a. Draft Report: Notify Districts of test results via phone call or email. Prepare the report for review by Districts. Each report shall be prepared in draft form. Submit 1 electronic copy of the draft to Districts for review and approval. Districts will return 1 copy of the draft report to Consultant with comments or approval in writing.
- b. Subsequent Draft(s): If Districts request revisions, Consultant shall revise the draft report and resubmit 1 copy of the report for Districts' approval.
- c. Final Report: Following Districts' approval and prior to Districts acceptance of work under this Agreement, Consultant shall submit one electronic submittal of each report via email and one hard copy to Districts. Submit Final Report to the Districts for submission to the Regional Board.
- d. Revised Report: Address comments submitted by the Regional Board, if any, and resubmit the revised Final Report to the Districts.

<b>Deliverable</b>	<b>Due Date</b>
Draft Report	Verbal or email notification of test results within 24 hours of test completion. Written draft report in electronic form within one week of test completion.
Final Report	Written summary report acceptable to Districts within 2 weeks of completion of tests.
Revised Report	Revised written summary report acceptable to Districts within 3 weeks of completion of tests.

**2. DELIVERABLES**

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

## Exhibit B

### Schedule of Costs

Description	Rate per Test
<b><u>Acute Toxicity Testing</u></b>	
• Acute 96-hour Rainbow Trout Survival Test	
○ Effluent (Control and 100%; daily change-out)	\$678
○ Reference toxicant (control and 5 concentrations; daily change-out)	\$760
• Acute 96-hour Fathead Minnow Survival Test	
○ Effluent (Control and 100%; daily change-out)	\$644
○ Reference toxicant (control and 5 concentrations; daily change-out)	\$731
• Acute 96-hour <i>Ceriodaphnia dubia</i> Survival Test	
○ Effluent (Control and 100%; daily change-out)	\$678
○ Reference toxicant (control and 5 concentrations; daily change-out)	\$731
<b><u>Chronic Toxicity Testing</u></b>	
• Chronic Green Algae Cell Growth Test	
○ Effluent (control and 5 concentrations)	\$1477
○ Reference toxicant (control and 5 concentrations)	\$1182
• Chronic 7-Day <i>Ceriodaphnia dubia</i> Survival and Reproduction Test	
○ Effluent (control and 5 concentrations)	\$1708
○ Reference toxicant (control and 5 concentrations)	\$1366
• Chronic Abalone Shell Development Test	
○ Effluent (control and 5 concentrations)	\$1745
○ Reference toxicant (control and 5 concentrations)	\$1395
• Chronic 7-Day Fathead Minnow Survival and Growth Test	
○ Effluent (control and 5 concentrations)	\$1830
○ Reference toxicant (control and 5 concentrations)	\$1464
• Chronic 7-Day Mysid Survival, Growth and Fecundity Test	
○ Effluent (control and 5 concentrations)	\$1880
○ Reference toxicant (control and 5 concentrations)	\$1506
<b><u>Laboratory Services</u></b>	
• Zeolite treatment for ammonia removal (per sample)	\$90
• Ammonia analysis (per sample)	\$15
<b><u>DMRQA Testing</u></b>	
• Chronic 7-Day Mysid Survival, Growth and Fecundity Test	\$0
• Chronic 7-Day Fathead Minnow Survival and Growth Test	\$0
<b><u>Other</u></b>	
• Sample pickup by Courier- Sonoma Valley	\$115
• Sample pickup by Courier- Occidental CSD	\$140
• Sample pickup by Courier- Russian River CSD	\$140
• Sample pickup by Courier- Water Agency (Santa Rosa)	\$140
• Professional Services: Senior Project Manager	\$196/hr
• Professional Services: Senior Scientist	\$132/hr

- Professional Services: Scientist \$112/hr
- Professional Services: Lab Assistant \$65/hr
- False start fee (cancellation of test <24 hr notice)  
(plus direct cost of organisms) \$200
- Additional effluent or receiving water treatment (per additional treatment) 20% of test cost



# Exhibit C

## Insurance Requirements

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

Districts reserve 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, Districts require 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 Districts. Consultant is responsible for any deductible or self-insured retention and shall fund it upon Districts' written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving the Districts.
- d. Sonoma County Water Agency, Occidental County Sanitation District, Russian River County Sanitation District, and Sonoma Valley 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 Districts.
- c. If Consultant’s services include: (1) programming, customization, or maintenance of software: or (2) access to individuals’ private, personally identifiable information, the insurance shall cover:
  - i. Breach of privacy; breach of data; programming errors, failure of work to meet contracted standards, and unauthorized access; and
  - ii. Claims against Consultant arising from the negligence of Consultant, Consultant’s employees and Consultant’s subcontractors.
- d. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.

- e. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- f. Required Evidence of Insurance: Certificate of Insurance specifying the limits and the claims-made retroactive date.

#### 1.5. Standards for Insurance Companies

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

#### 1.6. Documentation

- a. The Certificate of Insurance must include the following reference: TW 17/18-134.
- 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 Districts 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: Occidental County Sanitation District, Russian River County Sanitation District, and 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. 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. Districts, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, Districts may purchase the required insurance, and without further notice to Consultant, Districts may

deduct from sums due to Consultant any premium costs advanced by Districts for such insurance. These remedies shall be in addition to any other remedies available to Districts.



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MMDD/YYYY)  
6/29/2018

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 <b>ISU INS SERV - BC ENV BROKERAGE 1037 Suncast Ln Ste 103 El Dorado Hills, CA 95762</b>	CONTACT NAME: <b>DINA ATHEY</b>	FAX (A/C, No): <b>(916) 939-1085</b>	
	PHONE (A/C, No, Ext): <b>(916) 939-1080</b>	E-MAIL ADDRESS:	
INSURED <b>PACIFIC ECO RISK INC. 2250 CORDELIA RD. FAIRFIELD, CA 94553</b>	INSURER(S) AFFORDING COVERAGE		NAIC#
	INSURER A:	<b>WESTCHESTER SURP LINES INS CO.</b>	<b>10172</b>
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MMDD/YYYY)	POLICY EXP (MMDD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			G27517079 002	10/13/16	10/13/18	EACH OCCURRENCE \$ <b>2,000,000</b>
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>50,000</b>
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$
	UMBRELLA LIAB EXCESS LIAB DED \$ RETENTION \$						BODILY INJURY (Per person) \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						BODILY INJURY (Per accident) \$
A	PROFESSIONAL LIAB. CONT. POLL. LIAB. (CLAIMS MADE)			G27517079 002 PL RETRO 10/24/96 CPL RETRO 10/13/05	10/13/16	10/13/18	PROPERTY DAMAGE (Per accident) \$
							EACH OCCURRENCE \$
							AGGREGATE \$
							PER STATUTE \$ OTHER \$
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
							\$ <b>2,000,000 OCCURRENCE</b>
							\$ <b>2,000,000 AGGREGATE</b>

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

Re: Project No: 1718-134

Sonoma County Water Agency, Occidental County Sanitation District, Russian River County Sanitation District, and Sonoma Valley 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. Primary and Non-Contributory coverage applies. Severability of interest applies. Thirty (30) days written notice of cancellation applies. SIR/DED \$5000.00 (Blanket Endorsements Attached)

CERTIFICATE HOLDER <b>Occidental County Sanitation District, Russian River County Sanitation District, and Sonoma Valley County Sanitation District, c/o Sonoma County Water Agency, 404 Aviation Boulevard, Santa Rosa, CA 95403-9019.</b>	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 
--	---

Named Insured Pacific EcoRisk, Inc.			Endorsement Number
Policy Symbol ECP	Policy Number G27517079 002	Policy Period 10/13/2016 to 10/13/2018	Effective Date of Endorsement 10/13/2016
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

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

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

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE  
CONTRACTOR'S POLLUTION LIABILITY COVERAGE

**SCHEDULE:**

Name of Person or Organization:

Any person or organization that is an owner of real property or personal property on which you are performing operations, or a contractor on whose behalf you are performing operations, and only at the specific written request of such person or organization to you, wherein such request is made prior to commencement of operations.

(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.

Named Insured Pacific EcoRisk, Inc.			Endorsement Number
Policy Symbol ECP	Policy Number G27517079 002	Policy Period 10/13/2016 to 10/13/2018	Effective Date of Endorsement 10/13/2016
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

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

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

**ADDITIONAL INSURED ENDORSEMENT - OWNERS, LESSEES OR CONTRACTORS  
(PRIMARY AND NON-CONTRIBUTORY)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE  
CONTRACTOR'S POLLUTION LIABILITY COVERAGE

**SCHEDULE:**

**Name of Person or Organization:**

Any person or organization that is an owner of real property or personal property on which you are performing operations, or a contractor on whose behalf you are performing operations, and only at the specific written request of such person or organization to you, wherein such request is made prior to commencement of operations.

(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:

**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.

**C.** The coverage provided hereunder shall be primary and not contributing with any other insurance available to those designated above under any other third party liability policy.

Named Insured Pacific EcoRisk, Inc.			Endorsement Number
Policy Symbol ECP	Policy Number G27517079 002	Policy Period 10/13/2016 to 10/13/2018	Effective Date of Endorsement 10/13/2016
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

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

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

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTORS POLLUTION LIABILITY COVERAGE PART**

**SCHEDULE**

Name of Person or Organization:

Any person or organization that is an owner of real property or personal property on which you are performing operations, or a contractor on whose behalf you are performing operations, and only at the specific written request of such person or organization to you, wherein such request is made prior to commencement of operations.

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

The **TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition** is amended by the addition of the following:

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.

All other terms and conditions remain the same.



**ADDITIONAL INSURED ENDORSEMENT – PRODUCTS-COMPLETED OPERATIONS HAZARD**

Named Insured Pacific EcoRisk, Inc.			Endorsement Number
Policy Symbol ECP	Policy Number G27517079 002	Policy Period 10/13/2016 to 10/13/2018	Effective Date of Endorsement 10/13/2016
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

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

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

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTOR'S POLLUTION LIABILITY COVERAGE PART

**SCHEDULE**

Any person or organization that is an owner of real property or personal property on which you are performing operations, or a contractor on whose behalf you are performing operations, and only at the specific written request of such person or organization to you, wherein such request is made prior to commencement of operations.

(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 additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **bodily injury** or **property damage** caused, in whole or in part, by **your work** performed for that additional insured and included in the **products-completed operations hazard**.

All other terms and conditions remain the same.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/2/2018

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

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

<b>PRODUCER</b> 855-491-0974  USI Insurance Services National, Inc. 8331 Norman Center Dr, Ste 500 Bloomington, MN, 55437	<b>CONTACT NAME:</b> Christine Torrance <b>PHONE (A/C, No, Ext):</b> 602.666.4830 <b>FAX (A/C, No):</b> 866-359-4390 <b>E-MAIL ADDRESS:</b> christine.torrance@usi.com  <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; border: none;"><b>INSURER(S) AFFORDING COVERAGE</b></td> <td style="text-align: center; border: none;"><b>NAIC #</b></td> </tr> <tr> <td style="border: none;"><b>INSURER A:</b> Travelers Property Casualty Co of America</td> <td style="border: none;">25674</td> </tr> <tr> <td style="border: none;"><b>INSURER B:</b></td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;"><b>INSURER C:</b></td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;"><b>INSURER D:</b></td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;"><b>INSURER E:</b></td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;"><b>INSURER F:</b></td> <td style="border: none;"></td> </tr> </table>	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>	<b>INSURER A:</b> Travelers Property Casualty Co of America	25674	<b>INSURER B:</b>		<b>INSURER C:</b>		<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>														
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<b>INSURER D:</b>															
<b>INSURER E:</b>															
<b>INSURER F:</b>															
<b>INSURED</b> Pacific EcoRisk, Inc. 2250 Cordelia Road  Fairfield CA 94534															

**COVERAGES**

CERTIFICATE NUMBER: 13270459

REVISION NUMBER: See below

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
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	BA-1F028575-17-CAG	10/1/2017	10/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	PJUB-1F03091-5-17	10/1/2017	10/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Occidental County Sanitation District, Russian River County Sanitation District, and Sonoma Valley County Sanitation District C/O Sonoma County Water Agency are additional insured under the auto liability per form CAT3530215 includes waiver of subrogation. A waiver of subrogation applies to workers' compensation per form WC9903 76A-001. Project No: 1718-134

**CERTIFICATE HOLDER**

Sonoma County Water Agency  
 404 Aviation Boulevard  
 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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WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 ( A) – 001

POLICY NUMBER: PJUB-1F03091-5-17

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS  
ENDORSEMENT – CALIFORNIA  
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.  
The additional premium for this endorsement shall be 2 . % of the California workers' compensation premium.

**Schedule**

**Person or Organization**

**Job Description**

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER .

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective 10/1/2017  
Insured

Policy No. PJUB-1F03091-5-17

Endorsement No.  
Premium

Insurance Company Travelers Property Casualty Co of America Countersigned by \_\_\_\_\_

DATE OF ISSUE: 10/1/2017

ST ASSIGN:

Page 1 of 1

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

## **BUSINESS AUTO EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li><b>A. BROAD FORM NAMED INSURED</b></li> <li><b>B. BLANKET ADDITIONAL INSURED</b></li> <li><b>C. EMPLOYEE HIRED AUTO</b></li> <li><b>D. EMPLOYEES AS INSURED</b></li> <li><b>E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</b></li> <li><b>F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS</b></li> <li><b>G. WAIVER OF DEDUCTIBLE – GLASS</b></li> </ul> | <ul style="list-style-type: none"> <li><b>H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT</b></li> <li><b>I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</b></li> <li><b>J. PERSONAL PROPERTY</b></li> <li><b>K. AIRBAGS</b></li> <li><b>L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS</b></li> <li><b>M. BLANKET WAIVER OF SUBROGATION</b></li> <li><b>N. UNINTENTIONAL ERRORS OR OMISSIONS</b></li> </ul> |
|---|---|

### **PROVISIONS**

#### **A. BROAD FORM NAMED INSURED**

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

#### **B. BLANKET ADDITIONAL INSURED**

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

#### **C. EMPLOYEE HIRED AUTO**

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

**b.** For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1)** Any covered "auto" you lease, hire, rent or borrow; and
- (2)** Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

## COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

### D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

### E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

### F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

**G. WAIVER OF DEDUCTIBLE – GLASS**

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

**H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT**

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

**I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

**J. PERSONAL PROPERTY**

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

**Personal Property**

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

**K. AIRBAGS**

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

**L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

**M. BLANKET WAIVER OF SUBROGATION**

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

**5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

**N. UNINTENTIONAL ERRORS OR OMISSIONS**

The following is added to Paragraph B.2., **Concealment, Misrepresentation, Or Fraud**, of SECTION IV – BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.



## 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 Directors, Sonoma County Water Agency and South Park County Sanitation District

**Board Agenda Date:** September 11, 2018

**Vote Requirement:** 4/5

**Department or Agency Name(s):** Sonoma County Water Agency and South Park County Sanitation District

**Staff Name and Phone Number:**

Lynne Rosselli 524-3771

**Supervisory District(s):**

Third

**Title:** South Park County Sanitation District Collection System Replacement East Robles Avenue, Brooks Avenue, and Delores Lane – Budget Resolution

### **Recommended Actions:**

Adopt a resolution authorizing adjustments to the Board Adopted Budget for Fiscal Year 2018-2019 for the South Park County Sanitation District Construction Fund in the amount of \$1,134,125 for the Collection System Replacement East Robles Avenue, Brooks Avenue, and Delores Lane Construction Project.

### **Executive Summary:**

This item requests adoption of a budget resolution for the contract with Argonaut Constructors for construction of South Park County Sanitation District (District) Collection System Replacement East Robles Avenue, Brooks Avenue, and Delores Lane (Project). The Board awarded the \$1,344,125 contract on July 24, 2018 (Board Item 1) but did not have the required quorum for a 4/5ths vote on the budget resolution. The project has Fiscal Year 2018/2019 budgeted appropriations of \$210,000. Additional appropriations of \$1,134,125 are required to process the expense of the construction contract. With Board approval, appropriations that were budgeted in Fiscal Year 2017/2018 will be re-budgeted in Fiscal Year 2018/2019 pursuant to the attached budgetary resolution (attachment R1).

### **Discussion:**

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

On July 24, 2018, the Board awarded a contract with Argonaut Constructors for \$1,344,125 for construction of District's Project (Board Item 1). The Project consists of construction of approximately 2,450 feet of 8-inch diameter sanitary sewer main located in East Robles Avenue, Brooks Avenue, and Delores Lane outside the limits of the City of Santa Rosa, California. The work includes, but is not limited to the excavation, backfilling, and surface restoration for the construction of sanitary sewer main, including associated manholes, laterals, modification of an existing manhole, and bore-and-jack under a



box culvert. The work also includes removal or abandonment of existing sewer mains, manholes, and appurtenances.

The Project was advertised for bids on May 24, 2018. The lowest responsive and responsible bid was \$1,344,125 from Argonaut Constructors, \$62,925 below the Engineer's Estimate of \$1,407,050.

This project was budgeted in the District's Construction Fund for \$1,344,125 in Fiscal Year 2017/2018, and has Fiscal Year 2018/2019 budgeted appropriations of \$210,000. The District is requesting that the unused Fiscal Year 2017/2018 appropriations be re-budgeted in Fiscal Year 2018/2019 pursuant to the attached budgetary resolution. On July 24, 2018, when the construction contract was awarded, the Board did not have the required quorum for a 4/5ths vote on the budget resolution. Adoption of a budget resolution is now requested because Project construction is scheduled to begin approximately September 4, 2018, and payments to the contractor will be required prior to the posting of the first quarter consolidated budget adjustments.

Sonoma County Water Agency (on behalf of the District), recommends the Board take the following actions:

Adopt a resolution authorizing adjustments to the Board Adopted Budget for Fiscal Year 2018-2019 for the South Park County Sanitation District Construction Fund in the amount of \$1,134,125 for the Collection System Replacement East Robles Avenue, Brooks Avenue, and Delores Lane Construction Project.

**Prior Board Actions:**

07/24/2018: District Board of Directors awarded contract with Argonaut Constructors for \$1,344,125 for construction of South Park County Sanitation District Collection System Replacement East Robles Avenue, Brooks Avenue, and Delores Lane.

03/06/2007: District Board of Directors action declaring a potential public health hazard resulting from the current aged condition of the public collection system.

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

Community members have access to clean air, water, and safe, reliable solid and liquid waste management.

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

<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 18-19 Adopted</b>	<b>FY 19-20 Projected</b>	<b>FY 20-21 Projected</b>
Budgeted Expenses	\$210,000		
Additional Appropriation Requested	\$1,134,125		
<b>Total Expenditures</b>	<b>\$1,344,125</b>		
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal			
Fees/Other	\$1,344,125		
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>	<b>\$1,344,125</b>		
<b>Narrative Explanation of Fiscal Impacts:</b>			
Additional appropriations of \$1,134,125 are required to process the expense of the construction contract. With Board approval, appropriations budgeted in FY 2017/2018 and rolled over to FY 2018/2019 will be made in the South Park County Sanitation District Construction Fund pursuant to the attached budgetary resolution (attachment R1).			
<b>Staffing Impacts</b>			
<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A – I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
None			
<b>Attachments:</b>			
Resolution R1			
<b>Related Items “On File” with the Clerk of the Board:</b>			
None			

Date: September 11, 2018

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

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



4/5 Vote Required

**Resolution Of The Board Of Director Of The South Park County Sanitation District Authorizing Adjustments to the Board Adopted Budget for Fiscal Year 2018-2019 for the South Park County Sanitation District Construction Fund in the Amount of \$1,134,125 for the Collection System Replacement East Robles Avenue, Brooks Avenue, and Delores Lane**

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

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

**Whereas**, Sonoma Water desires to adjust the Fiscal Year 2018/2019 Adopted Budget for the General Fund in the amount of \$1,134,125 for the Collection System Replacement East Robles Avenue, Brooks Avenue, and Delores Lane; and

**Whereas**, a resolution from Sonoma Water’s governing board authorizing such budget adjustment is required.

**Now, Therefore, Be It Resolved** that the County Auditor-Controller-Treasurer-Tax Collector and the County Administrator are hereby authorized and directed to complete the budgetary and accounting transfers and adjustments to Sonoma Water’s Fiscal Year 2018/2019 budget as follows:

<b>Fiscal Year 2018/2019 Expenditures</b>		<b>Amount</b>
S0022C004	East Robles Ave Sewer Main Replacement	
43402-33090200	South Park CSD Construction Fund	
19832	CIP Infrastructure	\$1,134,125
<b>Total Expenditures</b>		<b>\$1,134,125</b>
<b>Fiscal Year 2018/2019 Funding Sources</b>		
S0022C004	East Robles Ave Sewer Main Replacement	
43402-33090200	South Park CSD Construction Fund	
	Fund Balance	\$1,134,125
<b>Total Funding Sources</b>		<b>\$1,134,125</b>

Resolution #

Date:

Page 2

**Directors:**

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 Directors, Sonoma County Water Agency, Board of Supervisors

**Board Agenda Date:** September 11, 2018

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Karen Fies / 565-6990 (Human Services)  
Ryan Pedrotti / 521-6209 (Sonoma Water)

**Supervisorial District(s):**

**Title:** Sonoma County Youth Ecology Corps and Career Pathway Program

### **Recommended Actions:**

Concurrent Action:

Authorize Sonoma County Water Agency's General Manager and the County's Director of the Human Services Department to execute a cooperative agreement for partial funding of the Sonoma County Youth Ecology Corps and Career Pathway Program in the not-to-exceed amount of \$1,275,000; the agreement covers services rendered from July 1, 2018, to June 30, 2021. The Sonoma County Youth Ecology Corps provides youth and adults with meaningful, paid work experience, environmental education, and the opportunity to explore careers and develop work-readiness skills.

### **Executive Summary:**

The Sonoma County Youth Ecology Corps (Youth Ecology Corps) provides youth and adults with meaningful, paid work experience, environmental education, and the opportunity to explore careers and develop work-readiness skills. Youth contribute to their community while completing environmental and conservation-related projects, working with local non-profit organizations or interning in areas of interest with county departments. The Youth Ecology Corps is administered by the Sonoma County Human Services Department and is currently in its tenth year having served over 1,600 youth. Although Youth Ecology Corps is open to all Sonoma County 16 to 24 year olds, the program targets economically disadvantaged young people, and youth or young adults who have been in the foster care and/or Probation system. Funding source requirements and allocation amounts determine the number and types of participants served through Youth Ecology Corps, with flexible dollars from investing host sites and donors allowing all Sonoma County young people to have access to the programs.

In September 2017, Sonoma County Water Agency (Sonoma Water) partnered with the Human Services Department to implement a pilot program within the Youth Ecology Corps – the Career Pathways Program (Program). The Program advances the Youth Ecology Corps mission and meets requirements to receive

funding from the federal Workforce Innovation and Opportunity Act (Opportunity Act) Youth Education & Employment Services currently under contract with Conservation Corps North Bay to provide a potential pipeline of employees for Sonoma Water and other County agencies and departments. Funding for the Program pilot was provided by both Sonoma Water and the Opportunity Act. The pilot was successful and the proposed funding will contribute to ongoing Youth Ecology Corps activities and continuation of the Program for three more years.

**Discussion:**

HISTORY OF ITEM/BACKGROUND

The Youth Education & Employment Services program is funded by the Opportunity Act which provides at-risk youth and young adults with career preparation and educational support services to teach the relationship between academic learning and workplace application, prepare youth to be active community members and leaders, and provide support services needed to reduce barriers to success in school and employment. The Youth Education & Employment Services program is a comprehensive program with a strong emphasis on work experience as provided by the Youth Ecology Corps, particularly for older, disconnected youth ages 18 to 24.

Since 2009, the Youth Ecology Corps has provided youth and young adults with meaningful, paid work experience, environmental education, and the opportunity to explore careers and develop work-readiness skills. Youth contribute to their community while completing environmental and conservation-related projects or by working with local non-profit organizations. In the past, the Youth Ecology Corps has been supported by funding from Opportunity Act, Sonoma Water, and various other sources that include CalRecycle, the City of Santa Rosa, Sonoma County Agricultural Preservation and Open Space District, Sonoma County Fire & Emergency Services, Sonoma County Regional Parks, Temporary Assistance to Needy Families, Realignment, and Tobacco Deallocation funds.

The Youth Education & Employment Services program is administered by the Human Services Department. In 2017, Sonoma Water partnered with Human Services to develop the pilot Program for youth ages 18-24 within the Youth Education & Employment Services program. The cooperative agreement will support continuation of the Program.

The year-long pilot, which ended June 2018, began with a cohort of eight youth who gained practical work experience, built valuable new relationships, increased their knowledge and skills, and learned about various higher-paid and sustainable employment opportunities.

The cohort started with six months of paid crew work on creek and restoration projects. During this time, participants played an integral role in supporting projects within Sonoma Water that helped to create and maintain critical infrastructure projects across the county.

The cohort moved into a second six-month period where participants had the opportunity to receive additional education and make important industry connections. Youth had internship opportunities within multiple departments at Sonoma Water, Regional Parks, and General Services. Four youth from the pilot cohort were offered extra-help employment at Sonoma Water.

When the first cohort of eight students moved into the second six-month period of the pilot, a second cohort of eight youth began paid crew work. This allowed for two parallel groups to be running simultaneously. Youth Education & Employment Services program service providers, as well as additional applicable entities, identified appropriate youth for referral into this pilot.

Sonoma Water and Human Services Department staff are collaborating with other County Departments to expand the pilot program with the objective of providing support to Sonoma County's future workforce as well as a pipeline to County employment.

**SERVICES TO BE PERFORMED**

Under the proposed agreement, Sonoma Water will provide financial support for the Youth Ecology Corps and the Program, in addition to providing leadership, internship opportunities, training, curriculum, and other programmatic support. We anticipate 72 youth will participate in the Career Pathways Program and 120 in the Sonoma County Youth Ecology Corps during the three year contract term.

Human Services Department will provide state and federal funding (Opportunity Act, Temporary Assistance to Needy Families and Realignment) to support the Youth Ecology Corps and the Program, and will perform all work in accordance with the requirements of applicable federal, state, and local laws. The Human Services Department will act as fiscal agent, including procuring for and contracting with Youth Service Providers, Investing Project Hosts, and providing fiscal oversight. It will also lead development and implementation of program design and provide coordination, administrative services, compliance review, and other related support for the Program. All youth and young adult crews hired by the Human Services Department to provide maintenance services to the Water Agency must comply with prevailing wage requirements.

**RECOMMENDATION**

Sonoma Water and Human Services Department staff recommend that the Board authorize Sonoma Water's General Manager and the County's Director of the Human Services Department to execute a cooperative agreement for partial funding of the Program. This agreement covers services rendered from July 1, 2018 to June 30, 2021. The cost of services will not exceed \$425,000 in fiscal year 2018/2019, \$425,000 in fiscal year 2019/2020, and \$425,000 in fiscal year 2020/2021. The total agreement amount is \$1,275,000.

**Prior Board Actions:**

- 9/12/2017: Approve first amended agreement to Youth Education & Employment Services contract with the Conservation Corps North Bay, increasing amount by \$479,880 for a new contract amount not to exceed \$633,036, in order to implement the pilot Program. No changes to term (July 2017- June 30, 2018).
- 06/13/2017: Approve contracts with Conservation Corps North Bay, Petaluma People Services Center, Social Advocates for Youth, the Center for Social and Environmental Services, and West County Community Services to provide Youth Education & Employment Services program services to at-risk youth and young adults.
- 07/28/2015 Approved prior agreement between Sonoma Water and Human Services for Youth Ecology Corps funding for 2015-2018; agreement ended 06/30/2018. Approved other Youth Ecology Corps-program related contracts for drought and fire mitigation pilot, turf replacement.

<b>Strategic Plan Alignment</b> Goal 3: Invest in the Future			
This amendment is a strategic investment in prevention-focused policies and interventions that reduce poverty, increase equal opportunity for quality education and employment, develop our future local workforce, and increase healthy community environments.			
Sonoma Water Strategic Plan Alignment, Flood Protection, Goal 1: Provide efficient and effective flood protection programs & Our Organization, Goal 1: Foster an organizational culture based on open communication and employee development.			
<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 18-19 Adopted</b>	<b>FY 19-20 Projected</b>	<b>FY 20-21 Projected</b>
Budgeted Expenses	\$425,000	\$425,000	\$425,000
Additional Appropriation Requested			
<b>Total Expenditures</b>	<b>\$425,000</b>	<b>\$425,000</b>	<b>\$425,000</b>
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal			
Fees/Other	\$425,000	\$425,000	\$425,000
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>	<b>\$425,000</b>	<b>\$425,000</b>	<b>\$425,000</b>
<b>Narrative Explanation of Fiscal Impacts:</b>			
Budgeted amounts of \$329,000, \$64,000, and \$32,000 are available from FY 2018/2019 appropriations for Flood Control Zones, internal service funds, and water transmission funds, respectively. FY 2019/2020 and 2020/2021 appropriations will be budgeted in those fiscal years.			
<b>Staffing Impacts</b>			
<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A – I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
None			



<b>Attachments:</b>
Agreement
<b>Related Items "On File" with the Clerk of the Board:</b>
None

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Corps\_summ.docm

CF/15-0-21 Sonoma, County of - Human Services (Coop Agree for Funding of  
Sonoma County Youth Ecology Corps Program - FY 2018/2019, 2019/2020,  
and 2020/2021) 17/18-141 (ID 7041

## **DRAFT Cooperative Agreement for Funding of Sonoma County Youth Ecology Corps and Career Pathway Program**

This agreement (“Agreement”) is by and between **Sonoma County Water Agency** (Water Agency”) on behalf of its Flood Protection Zones, and County of Sonoma, through its Human Services Department (“HSD”). The Effective Date of this Agreement is the date the Agreement is last signed by the parties to the Agreement, unless otherwise specified in Article 6 (Term of Agreement).

### **RECITALS**

- A. Water Agency and HSD have developed and implemented the Sonoma County Youth Ecology Corps (SCYEC), which aligns key elements of the Workforce Innovation and Opportunity Act program requirements within the Youth Education & Employment Services contract to provide a potential pipeline of employees for the Water Agency, and have partnered to implement the pilot Sonoma County Youth Ecology Corps Career Pathways Program (CPP).
- B. SCYEC provides employment to 16 to 24-year-old Workforce Innovation and Opportunity Act-eligible youth and young adults, as well as foster and former foster youth and those in families receiving Temporary Assistance to Needy Families (TANF) assistance, through projects that benefit the community, lead to a sense of accomplishment, instill a strong work ethic, encourage the return to school, and enhance the future employability of the participants, as well as reinforce their awareness of the relationship between education and vocational skills acquisition.
- C. The CPP expands on the goals of SCYEC, with the goal of providing opportunities for participants to gain practical work experience, build valuable new relationships, increase their knowledge and skills, and learn about various higher paid and sustainable employment opportunities within the Career Pathway.
- D. A year-long pilot of the CPP was conducted with a cohort of eight youth, and this Agreement will support continuation of the Program. Four of these youth have been offered extra-help positions with the Water Agency. The second cohort started the internship phase of the CPP on July 1, 2018.
- E. Water Agency performs vegetation maintenance on constructed flood control channels to decrease the potential for flooding, mitigation projects that include riparian restoration, and landscape-related maintenance on other water resource facilities.
- F. Water Agency believes that there is a benefit to utilizing youth and young adults from existing programs and agencies to leverage Water Agency resources with federal state, and local funding sources.

G. Sonoma County Water Agency owns, operates, and maintains flood protection projects and provides flood protection services for the following watersheds: Laguna de Santa Rosa/Mark West Creek (Zone 1A), Petaluma River (Zone 2A), and Valley of the Moon (Zone 3A) (collectively “Flood Protection Zones”).

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

**3. COORDINATION**

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

<b>Water Agency</b>	<b>HSD</b>
Project Manager: Ryan Pedrotti  404 Aviation Boulevard Santa Rosa, CA 95403-9019 Phone: (707) 521-6209 Email: Ryan.Pedrotti@scwa.ca.gov	Contact: Cristin Tuider (program administration) 2227 Capricorn Way, Suite 100 Santa Rosa, CA 95407 Phone: (707) 565- Email: ctuider@schsd.org
	Jennifer Hayworth (program development)
<b>Remit invoices to:</b> Susan Bookmyer  Same address as above or Email: susan.bookmyer@scwa.ca.gov	<b>Remit payments to:</b> Tracy Marcum  Same address as above tmarcum@schsd.org

**4. HSD’S RESPONSIBILITIES**

HSD shall complete the following:

4.1. General. HSD agrees to perform all work in accordance with the requirements of applicable federal, state, and local laws.

4.2. Program.

- a. Hire youth and young adults for SCYEC crews to provide maintenance services on Water Agency flood control and other facilities operated by Water Agency, and coordinate other elements of the SCYEC and CPP programs as described in Exhibit A (Scope of Work). HSD shall only provide crews to the Water Agency that can meet prevailing wage requirements, either through certification or exemption, as agreed upon by HSD and Water Agency.

4.3. Content Online Accessibility.

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

prejudice to Water Agency’s right to pursue any and all other remedies at law or in equity:

- i. Cancel any delivery or task order;
  - ii. Terminate this Agreement pursuant to the provisions of Paragraph 8; and/or
  - iii. In the case of custom Electronic and Information Technology (EIT) developed by HSD for Water Agency, Water Agency may have any necessary changes or repairs performed by itself or by another contractor. In such event, HSD shall be liable for all expenses incurred by Water Agency in connection with such changes or repairs.
- f. *Water Agency’s Rights Reserved:* Notwithstanding the foregoing, Water Agency may accept deliverables that are not strictly compliant with Water Agency Accessibility Standards if Water Agency, in its sole and absolute discretion, determines that acceptance of such products or services is in Water Agency’s best interest.
- 4.4. Invoices. HSD shall bill Water Agency upon execution of this Agreement with an invoice that is clearly marked with “County of Sonoma, Cooperative Agreement for Funding of Sonoma County Youth Ecology Corps Career Pathway Program, Project-Activity Code X0057A002 as follows:
- a. FY2019/2020: Upon execution of this Agreement
  - b. FY2020/2021 and FY 2021/2022: Upon approval of funding

**5. WATER AGENCY’S RESPONSIBILITIES**

5.1. Total. The total amount payable under this Agreement shall not exceed \$1,275,000.

5.2. Payments.

- a. FY 2018/2019 Payment: Upon receipt of invoices, Water Agency will prepare a journal voucher transfer to finance Water Agency’s share of FY 2018/2019 Program costs, in an amount not to exceed \$425,000.
- b. FY 2019/2020 and FY 2020/2021 Payment: Upon approval of funding for FY 2019/2020 and FY 2020/2021, and receipt of invoices, Water Agency will prepare a journal voucher transfer to finance Water Agency’s share of Program costs, in an amount not to exceed \$425,000 for each of those fiscal years.

5.3. Funding.

- a. Funding for this Agreement is as follows:

<i>Current Fiscal Year</i>	<i>Budgeted Appropriation</i>
2018/2019	\$425,000
<i>Subsequent Fiscal Years</i>	<i>Planned Appropriation</i>

2019/2020	\$425,000
2020/2021	\$425,000

- 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 8 or offer an amendment to HSD to reflect the reduced amount.

5.4. Program: Provide leadership, training, and other program support as described in Exhibit A (Scope of Work).

**6. TERM OF AGREEMENT**

6.1. The term of this Agreement shall be from July 1, 2018 (“Effective Date”) to June 30, 2021, unless terminated earlier in accordance with the provisions of Article 8(Error! Reference source not found.).

**7. MUTUAL INDEMNIFICATION**

7.1. Each party shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (including attorneys’ fees and witness costs) arising from or in connection with, or caused by any act, omission, or negligence of such indemnifying party or its agents, employees, contractors, subcontractors, or invitees. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party or its agents, employees, contractors, subcontractors, or invitees under workers’ compensation acts, disability benefit acts, or other employee benefit acts

**8. TERMINATION**

8.1. At any time and without cause, Water Agency has the right, in its sole discretion, to terminate this Agreement by giving five calendar days’ written notice to HSD. In the event of such termination, Water Agency will pay HSD for services satisfactorily rendered to the date of termination. In addition, should HSD 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 HSD written notice of such termination, stating the reason for termination. In the event of such termination, Water Agency will pay HSD for services satisfactorily rendered to

the date of termination. However, Water Agency will deduct from such amount the amount of damage, if any, sustained by Water Agency by virtue of the breach of the Agreement by HSD. Water Agency's right to terminate may be exercised by Water Agency's General Manager.

## 9. **ADDITIONAL REQUIREMENTS**

- 9.1. **Bottled Water.** In accordance with Sonoma County Water Agency Board of Directors Resolution No. 09-0920, dated September 29, 2009, no Water Agency funding shall be used to purchase single-serving, disposable water bottles for use in Water Agency facilities or at Water Agency-sponsored events. This restriction shall not apply when potable water is not available.
- 9.2. **Authority to Amend Agreement.** Changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Changes to lengthen time schedules or make minor modifications to the scope of work, which do not increase the amount paid under the Agreement, may be executed by the Water Agency's General Manager in a form approved by County Counsel.
- 9.3. **No Waiver of Breach.** The waiver by Water Agency of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.
- 9.4. **Construction.** To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. HSD 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. HSD and Water Agency acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.
- 9.5. **No Third-Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.
- 9.6. **Applicable Law and Forum.** This Agreement shall be construed and interpreted according to the substantive law of California excluding the law of conflicts. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Sonoma.





Reviewed as to funds:

TW 17/18-141

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

Approved as to form:

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

**Sonoma County Water Agency**

**County of Sonoma, Human Services  
Department**

By: \_\_\_\_\_  
Grant Davis  
General Manager  
Authorized per Water Agency's Board of  
Directors Action on September 11,2018

By: \_\_\_\_\_  
Karen Fies  
Director  
Authorized per Sonoma County Board of  
Supervisors Action on September 11,2018

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

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

# Exhibit A

## Scope of Work

### I. HSD Responsibilities

#### A. Sonoma County Youth Ecology Corps (SCYEC)

1. Provide Workforce Innovation and Opportunity Act (WIOA), Temporary Assistance to Needy Families (TANF), and Services to Transition Age Youth (STAY) funding to support the SCYEC program.
2. Oversee WIOA, TANF, and STAY regulatory compliance.
3. Purchase catering services for SCYEC Kick off Lunch.
4. Develop calendar for SCYEC Summer Program.
5. Staff SCYEC Leadership Committee.
6. Coordinate SCYEC Opportunity Fair.
7. Attend SCYEC Conference Calls as scheduled.
8. Coordinate Financial Literacy program.

#### B. Career Pathway Program (CPP)

1. Provide WIOA funding to support the CPP.
2. Lead development and implementation of CPP program design
3. Coordinate and organize CPP Planning Group meetings.
4. Oversee and support Youth Provider Agency staff implementing CPP.

#### C. Additional Responsibilities

1. Act as Fiscal Agent, including procuring for and contracting with Youth Service Providers and Investing Project Hosts and providing fiscal oversight.
2. Evaluate and publish results for both the SCYEC and CPP evaluations.

#### Water Agency Responsibilities

#### A. Sonoma County Youth Ecology Corps (SCYEC)

1. Provide Ecology Curriculum and Education for each Youth Service Provider
  - a. Four 1-hour lessons with an ecological framework such as drought—flood control, climate change and weather patterns, careers in water industry.
2. Attend SCYEC Conference Calls as scheduled.
3. Serve on SCYEC Leadership Committee and attend quarterly meetings.
4. Coordinate SCYEC Kickoff Lunch.

#### B. Career Pathway Program (CPP)

1. Train Water Agency staff to support youth in CPP.
  2. Develop and iterate Program Design, including program outcomes, in consultation with HSD and CPP Planning Group.
- C. Additional Responsibilities
1. Contract with Consultant (New Ways to Work) to provide programmatic support, including implementation and improvements; legislative visits and communication; press releases and press packets; sustainability plan and implementation; replication in other areas of state and development of a state-wide network; feedback to County of Sonoma evaluator; documentation of the SCYEC Program, including its partnerships, and its benefits to young people, employers, and the community; and monthly reports.
  2. Water Agency Maintenance Workers will act as Project and Site Leaders for both the SCYEC and CPP.
  3. Assist with training Crew Leaders for both the SCYEC and CPP.



## 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 Directors, Sonoma County Water Agency

**Board Agenda Date:** September 11, 2018

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Joan Hultberg / 547-1902

**Supervisorial District(s):**

**Title:** Russian River Habitat Focus Area Grant

### Recommended Actions:

- A. Authorize the Sonoma County Water Agency's General Manager or designee to accept FY 2018-2019 grant funds from the National Oceanic and Atmospheric Administration (\$155,000) for projects to improve and monitor fish habitat in the Russian River and its tributaries.
- B. Authorize the Sonoma County Water Agency's General Manager or designee to execute an agreement in a form approved by County Counsel with Resource Management Associates, Inc. to provide water quality modeling of the Russian River system (not to exceed \$230,000; agreement expires Dec. 31, 2020).

### Executive Summary:

In 2017 the Sonoma County Water Agency (Sonoma Water) Board of Directors approved a multi-year grant award from the National Oceanic and Atmospheric Administration (NOAA) to support "Planning for Habitat and Fisheries Enhancement and Reliability in the Russian River Habitat Focus Area." Under this grant, Sonoma Water and NOAA will carry on its successful local, state, and federal collaborations in the Russian River Habitat Focus Area by continuing work in the Russian River Estuary and Lake Mendocino Reservoir/Upper Russian River. 2018 is the second year of the three year grant term. This year, three agreements will be executed with project partners to advance program goals and objectives. One of these agreements, with Resource Management Associates, is presented for Board approval because it exceeds the General Manager's approval threshold. All work performed under this program will further address the needs of listed salmonid species and their habitats, while continuing to increase community resilience to climate-related impacts in the Russian River watershed. The grant funds will offset already programmed costs related to ongoing studies and modeling in these areas.

### Discussion:

The Russian River watershed encompasses 1,485 square miles in Mendocino and Sonoma counties, and is home to endangered coho salmon, and threatened Chinook salmon and steelhead. At Jenner, the Russian River meets the Pacific Ocean in a uniquely sensitive estuary habitat. Estuaries are recognized as

critical juvenile rearing habitat for many species of salmonids and exhibit a high degree of variability, in both physical parameters and food availability, responding to natural seasonal changes as well as human-influenced effects and management. Water extraction from the river and tributaries, along with flood risk management, can impact habitats for listed salmonid species. Changing storm conditions, flooding, drought, climate change, and sea level rise are of concern to river and estuary residents and recreational users.

#### Habitat Blueprint Grant

In 2013, under the Habitat Blueprint program, NOAA dedicated the Russian River watershed as its first of ten nationally recognized Habitat Focus Areas prioritized for long-term focused conservation efforts. The Russian River Habitat Blueprint program provides a framework for NOAA to effectively improve habitats for fisheries, marine life, and coastal communities by leveraging internal (NOAA) and external (partner) collaborations in the Russian River watershed.

In 2014, Sonoma Water collaborated with 25 partners on a multi-year grant titled “Russian River Habitat Planning, Restoration and Conservation” (Blueprint Grant) to support a variety of projects in the watershed. In addition to being a Habitat Blueprint program partner, Sonoma Water acted as the administrator for the grant and passed through funds to partners of sponsored projects.

Under the 2014 Blueprint Grant, Sonoma Water and project partners Bodega Marine Lab and Environmental Science Associates successfully collaborated in developing management scenarios, fisheries habitat criteria, and a Russian River Estuary Habitat Viewer/Model (Habitat Viewer/Model). A list of 16 potential management scenarios was developed by the project partners to identify the possible range of river mouth and water quality conditions that may be observed in the Estuary. The fisheries water quality habitat criteria were used to identify suitable habitat for juvenile steelhead in the Russian River Estuary. These criteria were then used in a Habitat Viewer/Model to identify volumes of suitable habitat under four specific management scenarios which are presented as a series of tables and maps for each scenario.

In 2017 a new multi-year NOAA grant (Habitat Focus Area Grant) became available to continue funding Sonoma Water, partners, and NOAA in carrying on the successful local, state, and federal collaborations throughout the Russian River Focus Area.

#### Habitat Focus Area Grant

Sonoma Water’s Habitat Focus Area Grant will continue successful watershed collaboration, exploring ways to support enhancement and reliability for salmonid habitat and fisheries in the Russian River Estuary and Lake Mendocino/Upper Russian River watershed through two projects over a three-year period:

1. The Forecast Informed Reservoir Operations for Lake Mendocino Water Quality Project (FIRO Project)
2. The Estuary Water Quality, Phase II Project (Estuary Phase II Project)

Combined, these two projects will further address the needs of listed salmonid species and their habitats, while continuing to increase community resilience to climate-related impacts in the Russian River watershed.

#### Habitat Focus Area Grant Year 1: FIRO Project

NOAA funding for the first year of the Habitat Focus Area Grant (September 1, 2017 to August 31, 2018) was previously authorized by this Board, and supported the Lake Mendocino Water Quality Project in the amount of \$159,861.

#### Habitat Focus Area Grant Year 2: Estuary Phase II Project

Grant funding for year two (September 1, 2018 to August 31, 2019) is dedicated to the Estuary Water Quality, Phase II Project. Year two project costs are anticipated to be \$665,000, with \$155,000 provided by NOAA grant funds and \$510,000 in Sonoma Water matching costs.

The Estuary Water Quality, Phase II effort will expand on successful collaborations with Bodega Marine Lab and Environmental Science Associates by completing incorporation of the identified management scenarios into the Habitat Viewer/Model, expanding the mapping capabilities of the viewer to include lower Austin Creek and Willow Creek marsh (tributaries that drain to the Estuary), identifying high value habitat enhancement opportunities, evaluating the long-term effectiveness of these opportunities in light of climate change, and development of conceptual habitat enhancement approaches to optimize the potential for these high value habitats.

Project activities will include the following:

1. Expand the Habitat Viewer/Model to provide managers with a decision support tool to assess salmonid habitat availability using past data collections and to project future best-case and worst-case management scenarios for maximizing estuarine habitat for listed salmonids.
2. Evaluate existing bathymetric and water quality data available for incorporation of lower Austin Creek and Willow Creek into the Habitat Viewer/Model, including identifying data gaps, and to develop methods to incorporate these tributaries into the mainstem Estuary viewer.
3. Purchase and install Passive Integrated Transponder (PIT) antennas in the Russian River watershed to monitor passage of juvenile and adult salmonids through the watershed. This will help validate the results of habitat availability generated by the Habitat Viewer/Model.
4. Expand Sonoma Water's existing Russian River water quality model to simulate water quality conditions for different FIRO alternatives.

Sonoma Water will execute three agreements with project partners:

Environmental Science Associates: Evaluate existing bathymetric and water quality data and incorporate lower Austin Creek and Willow Creek into the Habitat Viewer/Model. Identify additional water quality data collection and develop conceptual habitat designs for the Estuary. Analyze potential change in habitat volume that could result from rising water surface elevations. The agreement term will be 2 years; amount not to exceed \$50,000, which will be reimbursed with grant funds.

UC Davis Bodega Marine Laboratory: Develop viewer/model runs for each management scenario based on water quality parameters. Provide training to Sonoma Water staff on operation of Habitat Viewer/Model for continued use as a decision making tool for future management conditions. The

agreement term will be 2 years; amount not to exceed \$50,000, which will be reimbursed with grant funds.

Resource Management Associates, Inc.: Develop a new water quality model of the Russian River system, which will build off of information from Sonoma Water's existing Russian River HEC-5Q water quality model. The model will be used to simulate water quality conditions for different FIRO alternatives. The agreement term will be 2 years; amount not to exceed \$230,000, which will be counted towards local match contribution on the grant.

The Russian River Habitat Focus Area grant will continue studies on high priority issues in the Russian River watershed. The grant funds will offset already programmed costs related to ongoing studies and modeling in these areas. In year two, total project costs are anticipated to be \$665,000, with \$155,000 provided by NOAA grant funds and \$510,000 in Sonoma Water matching costs. The matching costs will be leveraged as follows:

1. Existing contract with United States Geological Survey to monitor flow and water quality at eight sites along the upper Russian River: \$200,000 currently programmed under the Russian River Projects fund.
2. New agreement with Resource Management Associates, Inc. for water quality modeling based on FIRO alternatives: \$115,000 currently programmed under the Watershed Planning/Restoration fund.
3. Sonoma Water staff costs of \$195,000 (including overhead and fringe benefits). These costs are currently programmed under the Watershed Planning/Restoration fund.

#### Habitat Focus Area Grant Year 3:

Federal funds are appropriated annually by Congress, and each year NOAA allocates the appropriation as it sees fit across its sponsored projects. Estimated budget of year three activities are \$602,491 in fiscal year 2019/2020, with \$165,976 in requested federal funds and \$440,515 match costs.

#### Habitat Focus Area Grant Three-Year Summary

The total estimated project cost over three years is anticipated to be \$1,998,455 (\$480,837 to be reimbursed with grant funds and \$1,517,618 in match costs). The three year grant period will end on August 31, 2020, unless a no-cost time extension is sought.

#### RECOMMENDATION

Sonoma Water staff recommends that the Board authorize the Sonoma County Water Agency's General Manager or designee to accept FY 2018-2019 grant funds from the National Oceanic and Atmospheric Administration (\$155,000) for projects to improve and monitor fish habitat in the Russian River and its tributaries; and execute an agreement with Resource Management Associates, Inc. (\$230,000) in a form approved by County Counsel.

#### STEPS FOLLOWING APPROVAL

Sonoma Water Staff will return to this Board for authorization to accept future grant funds as they are awarded.

**Prior Board Actions:**

04/17/2018: Authorized the Sonoma Water's General Manager to accept FY 2017-2018 grant funds from NOAA, and to execute various agreements related to the Program.

10/04/2016: Authorized the Sonoma Water's General Manager to accept FY 2016-2017 grant funds from NOAA, and to execute various agreements related to the Program.

02/09/2016: Authorized the Sonoma Water's General Manager to accept FY 2015-2016 grant funds from NOAA, and to execute various agreements related to the Program.

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

Water Agency Strategic Plan Alignment:      Climate Change, Goal 1: Continuing improving our ability to respond and adapt to climate change.

This project aligns with both strategic plan goals by modelling the effects of a changing climate on our natural resources and applying these lessons to our management of natural resources.

**Fiscal Summary**

<b>Expenditures</b>	<b>FY 18-19 Adopted</b>	<b>FY 19-20 Projected</b>	<b>FY 20-21 Projected</b>
Budgeted Expenses	665,000	1,998,455	0
Additional Appropriation Requested			
<b>Total Expenditures</b>	<b>665,000</b>	<b>1,998,455</b>	<b>0</b>
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal	155,000	480,837	
Fees/Other	510,000	1,517,618	
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>	<b>665,000</b>	<b>1,998,455</b>	<b>0</b>

**Narrative Explanation of Fiscal Impacts:**

FY 2018/2019 expenditure appropriations of \$200,000 and \$465,000 are available from the Russian River Projects Fund and Watershed Planning and Restoration Fund, respectively. Revenue of \$200,000 and \$310,000 for each fund, respectively, is generated from water rates. Revenue of \$155,000 in NOAA grant funds will be deposited in the Watershed Planning and Restoration Fund. No additional appropriation is requested. FY 2019/2020 appropriations will be budgeted in that fiscal year.



<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
N/A			
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
N/A			
<b>Attachments:</b>			
Draft Agreement with Resource Management Associates, Inc.			
<b>Related Items “On File” with the Clerk of the Board:</b>			
None			

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CF/45-11-21 National Oceanic and Atmospheric Administration (NOAA) (Grant Agree for Russian River Habitat Focus Area Project) FP-00175 (ID 6944)

## **DRAFT Agreement for Water Quality Modeling Consulting Services**

This agreement (“Agreement”) is by and between Sonoma County Water Agency, a body corporate and politic of the State of California (“Water Agency”) and **Resource Management Associates, Inc.**, a California corporation (“Consultant”). The Effective Date of this Agreement is the date the Agreement is last signed by the parties to the Agreement, unless otherwise specified in Paragraph 4.1.

### **RECITALS**

- A. Consultant represents that it is a duly-qualified consulting firm, experienced in water quality modeling and related services.
- B. Forecast Informed Reservoir Operations (FIRO) is a water management strategy that uses data from watershed monitoring programs and improved weather and hydrologic forecasting to help water managers selectively retain or release water from reservoirs in a flexible manner that more accurately reflects natural variability of meteorology and hydrology. The FIRO Steering committee was formed in 2014 and consists of representatives from USACE, the Water Agency, Scripps, NOAA (NMFS, OAR, NWS), USGS, U.S. Bureau of Reclamation, and the California Department of Water Resources.
- C. The FIRO Steering Committee developed the FIRO Workplan in September 2015 to develop a framework to evaluate whether FIRO is a viable strategy to improve water supply reliability while not reducing the existing flood protection capacity of Lake Mendocino. The FIRO Water Quality Modeling project is part of the FIRO Workplan and is designed to develop a comprehensive modeling framework to evaluate changes in water quality conditions in Lake Mendocino and discharge from Coyote Valley Dam for simulated changes in hydrologic conditions under FIRO.
- D. Under this Agreement, Consultant will develop a new water quality model of the Russian River system, which will build off of information from the Water Agency’s existing Russian River HEC-5Q water quality model. The model developed from this project will be calibrated to ensure the model approximates field observations over a wide range of hydrologic, and meteorological conditions. The model will be used to simulate water quality conditions for different FIRO alternatives.

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: Grant Award Documents
- e. Exhibit E: Insurance Requirements

### 3. SCOPE OF SERVICES

3.1. *Consultant's Specified Services:* Consultant shall perform the services described in Exhibit A (Scope of Work), within the times or by the dates provided for in Exhibit A and pursuant to Article 8 (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:

<b>Water Agency</b>	<b>Consultant</b>
Project Manager: Chris Delaney 404 Aviation Boulevard Santa Rosa, CA 95403-9019 Phone: (707) 547-1946 Email: chris.delaney@scwa.ca.gov	Contact: John DeGeorge 1756 Picasso Avenue, Suite G Davis, CA 95618 Phone: (530) 564-7043 Email: jfdegeorge@rmanet.com
Grant Manager: Joan Hultberg Phone: 707-547-1902 Email: joan.hultberg@scwa.ca.gov 404 Aviation Boulevard Santa Rosa, CA 95403-9019	
<b>Remit invoices to:</b>	<b>Remit payments to:</b>
Susan Bookmyer Same address as above or Email: susan.bookmyer@scwa.ca.gov	Same address as above Attn: Accounts Receivable

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 5 (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>
Donald J. Smith	President
John F. DeGeorge	Principal

- 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 \$229,392.

- 4.2. *Method of Payment:* Consultant shall be paid in accordance with the following terms:
- a. No more than \$50,000 may be spent in any year during the term of the Agreement.
  - b. No more than \$207,000 will be paid until the draft report is submitted.
- 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 W0094D008
  - d. Task performed with an itemized description of services rendered by date
  - e. Summary of work performed by subconsultants, as described in Paragraph 13.4
  - f. Time in quarter hours devoted to the task
  - g. Hourly rate or rates of the persons performing the task
  - h. List of reimbursable materials and expenses
  - i. Copies of receipts for reimbursable materials and expenses
- 4.4. *Monthly Reports with Invoices:* Payment of invoices is subject to receipt of the monthly reports required under Task 4 of Exhibit A.
- 4.5. *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 3.6 above.
- 4.6. *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.
- 4.7. *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 3.11.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 3.11.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 14 (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.

4.8. *Federal Funds:*

- a. All or part of this Agreement will be paid with federal awards. As a pass-through entity, the Water Agency is required to provide certain information regarding federal award(s) to Consultant as a sub recipient. In signing this Agreement, Consultant acknowledges receipt of the following information regarding federal award(s) that will be used to pay this Agreement:

CFDA Title	Habitat Conservation
CFDA Number	11.463
Award Name	Russian River Habitat Focus Area: Planning for Habitat and Fisheries Enhancement and Reliability
Award Number	NA17NMF4630299
Federal Agency	United States Department of Commerce
Pass-through Agency	National Oceanic and Atmospheric Administration (NOAA)

- b. As a sub recipient of federal awards, Consultant is subject to the provisions of U.S. Office of Management and Budget Circular A-133, *Audits of states, Local Governments, and Non-Profit Organizations* (hereinafter “OMB Circular A-133”). In signing this Agreement, Consultant acknowledges that it understands and will comply with the provisions of OMB Circular A-133. One provision of OMB circular A-133 requires a sub recipient that expends \$500,000 in federal awards during its fiscal year to have an audit performed in accordance with OMB Circular A-133. If such an audit is required, Consultant agrees to provide Water Agency with a copy of the audit report within nine months of Consultant’s fiscal year end. Questions regarding OMB Circular A-133 can be directed to the Sonoma County Auditor-controller Treasurer-Tax Collector’s Office - General Accounting Division.
- c. Consultant is informed and aware that this Agreement is funded by a grant from National Oceanic and Atmospheric Administration (award number

NA17NMF463029), which grant is conditioned upon various terms that apply to Consultant. Consultant has reviewed the grant award documents attached hereto as Exhibit D (Grant Award Documents) and hereby agrees to comply with them to the extent they apply to a subrecipient.

**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 5 (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 11.10 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 5.3, 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.

- 6.6. *Change in Funding:* Consultant understands and agrees that Water Agency shall have the right to terminate this Agreement immediately upon written notice to Consultant in the event that (1) any state or federal agency or other funder reduces, withholds or terminates funding which the Water Agency anticipated using to pay Consultant for services provided under this Agreement or (2) Water Agency has exhausted all funds legally available for payments due under this Agreement.

## **7. INDEMNIFICATION**

- 7.1. Consultant agrees to accept all responsibility for loss or damage to any person or entity, including Sonoma County Water Agency, and to indemnify, hold harmless, and release Sonoma County Water Agency, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against Sonoma County Water Agency based upon a claim relating to Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant's obligations under this Article 6 apply whether or not there is concurrent or contributory negligence on the part of Sonoma County Water Agency, but, to the extent required by law, excluding liability due to conduct of Sonoma County Water Agency. Sonoma County Water Agency shall have the right to select its legal counsel at Consultant's expense, subject to Consultant's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

## **8. INSURANCE**

- 8.1. With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit E (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://sonomacounty.ca.gov/Services/Web-Standards-and-Guidelines/>.
- 11.3. *Certification:* With each final deliverable intended for public distribution (report, presentations posted to the Internet, public outreach materials), Consultant shall include a descriptive summary describing how all deliverable documents were assessed for accessibility (e.g., Microsoft Word accessibility check; Adobe Acrobat accessibility check, or other commonly accepted compliance check).
- 11.4. *Alternate Format:* When it is strictly impossible due to the unavailability of technologies required to produce an accessible document, Consultant shall identify the anticipated accessibility deficiency prior to commencement of any work to produce such deliverables. Consultant agrees to cooperate with Water

Agency staff in the development of alternate document formats to maximize the facilitative features of the impacted document(s); e.g., embedding the document with alt-tags that describe complex data/tables.

- 11.5. *Noncompliant Materials; Obligation to Cure:* Remediation of any materials that do not comply with Water Agency's Web Site Accessibility Policy shall be the responsibility of Consultant. If Water Agency, in its sole and absolute discretion, determines that any deliverable intended for use or publication on any Water Agency managed or Water Agency funded Web site does not comply with Water Agency Accessibility Standards, Water Agency will promptly inform Consultant in writing. Upon such notice, Consultant shall, without charge to Water Agency, repair or replace the non-compliant materials within such period of time as specified by Water Agency in writing. If the required repair or replacement is not completed within the time specified, Water Agency shall have the right to do any or all of the following, without prejudice to Water Agency's right to pursue any and all other remedies at law or in equity:
- a. Cancel any delivery or task order
  - b. Terminate this Agreement pursuant to the provisions of Article 5 (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 5 (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. *Drug-Free Workplace Certification (Certification of Compliance)*: By signing this Agreement, Consultant, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code §8350 *et seq.*) and have or will provide a drug-free workplace by taking the following actions:
- a. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355(a)(1).
  - b. Establish a Drug-Free Awareness Program, as required by Government Code section 8355(a)(2) to inform employees, contractors, or subcontractors about all of the following:
    - i. The dangers of drug abuse in the workplace,
    - ii. Consultant's policy of maintaining a drug-free workplace,
    - iii. Any available counseling, rehabilitation, and employee assistance programs, and
    - iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
  - c. Provide, as required by Government Code section 8355(a)(3), that every employee, contractor, and/or subcontractor who works under this Agreement:
    - i. Will receive a copy of Consultant's drug-free policy statement, and
    - ii. Will agree to abide by terms of Consultant's condition of employment, contract or subcontract.
- 12.9. *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.

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

### **13. DEMAND FOR ASSURANCE**

13.1. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. “Commercially reasonable” includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article 12 limits Water Agency’s right to terminate this Agreement pursuant to Article 5 (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 13.2 will be utilized, Consultant may enter into subcontracts with subconsultants to perform other specific duties pursuant to the provisions of this Paragraph 13.3. The following provisions apply to any subcontract entered into by Consultant other than those listed in Paragraph 13.2:
  - 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 6 (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 3.7. 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 14.

## **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 6 (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 17/18-087

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

Approved as to form:

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

Insurance Documentation is on file with  
Water Agency

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

**Sonoma County Water Agency**

**Resource Management Associates, Inc., a  
California corporation**

By: \_\_\_\_\_  
Grant Davis  
General Manager  
Authorized per Sonoma County Water  
Agency's Board of Directors Action on  
September 11, 2018

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

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

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

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

# Exhibit A

## Scope of Work

### 1. TASKS

#### 1.1. Task 1: Develop ResSim Water Quality Engine Modeling Capabilities

- a. ResSim Water Quality Engine Model will:
  - i. Support user-defined Dynamic Link Library (DLL) to model water quality transformations and tie into water quality code and ResSim interface.
  - ii. Include stationary water quality constituents' capabilities, such as periphyton.
    - a) Ensure user interface work tags water quality constituent as stationary.
  - iii. Support blending of met data, including user-interface modifications, so water quality regions can use the combination of data from different met stations.
  - iv. Support distributed (non-point) loading of water quality constituents along reaches.
  - v. Support different water quality regions with different water quality parameters.
  - vi. Create suitable initial conditions, including the support of restart files and off-line computers, given point data.

<b>Deliverable</b>	<b>Due Date</b>
Draft Water Quality Engine	To be determined
Final Water Quality Engine	To be determined

#### 1.2. Task 2: Develop Russian River Model

- a. Build user-defined DLL for modeling water temperature, incorporating the large influence of bed layer buffering. This will be a simple modification of EL temperature DLL, or may need more comprehensive modifications.
- b. Build user-defined DLL for modeling non-standard water quality transformations. Model DO with influence of periphyton.
- c. Estimate water temperatures flowing into upstream reservoirs using a method of blending equilibrium temperatures with seasonal flows.
- d. Track down what spatial data is available—river x-sections, reservoir storage-elevation curves, etc.—and what time, series locations—continuous monitoring, reservoir vertical transects, etc. If new spatial data is available, incorporate this into the model.

- e. Use available river cross-sections to perform steady flow simulations needed for ResSim Water Quality model.
- f. Collect and clean observed data for recent years.
  - i. Depending on difficulty of tracking down water quality data from agencies, pre-process meteorological data to data outliers associated with equipment issues or mis-readings.
  - ii. Assimilate new bathymetry data provided by the Water Agency to update existing river cross-sections.
- g. Estimate distributed flows and water quality inputs to where significant non-point source inputs.
- h. Calibrate model parameters to match observed data.
- i. Document model setup and calibration.

<b>Deliverable</b>	<b>Due Date</b>
Draft Water Quality Model	To be determined
Final Water Quality Model	To be determined

1.3. Task 3: Prepare technical report.

- a. Technical Report:
  - i. Contents. Prepare a report of study results that includes, but is not limited to, the items below.
    - a) Table of Contents
    - b) Summary of study results
    - c) A detailed description of the work performed, including methodology, literature reviewed, and individuals and agencies contacted
    - d) A location map
    - e) Other information to support the study or as requested by Water Agency.
  - ii. Review. Submit to Water Agency for review
    - a) First Draft: Prepare the report in draft form and submit to Water Agency for review and approval in accordance with the date listed for this deliverable. Water Agency will return 1 copy of the draft report to Consultant with comments or approval in writing within 30 calendar days.
    - b) Subsequent Draft(s): If Water Agency requests revisions, revise the draft report and resubmit one copy of the report for Water Agency approval.
  - iii. Final: Following Water Agency approval and prior to Water Agency's acceptance of work under this Agreement, submit the final approved report to Water Agency in accordance with the date listed for this deliverable.

<b>Deliverable</b>	<b>Due Date</b>
Draft Report	Within xx calendar days of Effective Date
Final Report	Within xx calendar days of Water Agency's approval of draft

- 1.4. Task 4: Monthly Progress Reports
- a. Prepare monthly progress reports. Submit one copy to Water Agency in accordance with the date listed for this deliverable.
  - b. Include the following in each monthly progress:
    - i. A detailed list of work performed
    - ii. Dates and subject of meetings conducted, meeting attendees, and summary of meeting results
    - iii. Other information as appropriate or as requested by Water Agency

<b>Deliverable</b>	<b>Due Date</b>
Monthly Progress Report	Monthly with invoices

**2. DELIVERABLES**

- 2.1. Submit one electronic copy in PDF format (emailed, on CD, or via internet) of each final deliverable to Water Agency.
- 2.2. Comply with requirements of Article 10 (Content Online Accessibility).

# Exhibit B

## Schedule of Costs

2018 Fee Schedule

For Professional Services

Resource Management Associates

	Description	Hourly Rate
Labor		
	Principal	\$249.00
	Program Manager	\$212.00
	Technical Manager	\$212.00
	Senior Water Resources Engineer	\$188.00
	Water Resources Engineer	\$149.00
	Junior Water Resources Engineer	\$110.00
	Senior Water Resources Specialist	\$188.00
	Water Resources Specialist	\$149.00
	Junior Water Resources Specialist	\$110.00
	Senior Software Programmer	\$188.00
	Software Programmer	\$149.00
	Junior Software Programmer	\$110.00
	Software QA/Control Engineer	\$149.00
	Software Technician	\$85.00
	Junior Technical Writer	\$85.00
	Office Manager	\$94.00
	Clerical	\$72.00
Other Direct Costs		
	Mileage	\$54.5/mi
	Per Diem	Std. Gov't
	Materials fees & other ODC's	Cost+5%
	Special Services or equipment	Ind. Quote

## Exhibit C

### Estimated Budget for Scope of Work

<b>TASK 1: ResSim Water Quality Modeling Capability Development</b>		
	<b>Estimate (days)</b>	<b>Estimate (\$)</b>
User-defined DLL development and tie-in	10	\$14,160
Non-mobile water quality constituents (periphyton)	10	\$14,160
Blending of meteorological data	5	\$7,080
Distributed loading of water quality constituents	4	\$5,664
Water quality regions	8	\$11,328
Initial condition development	5	\$7,080
Additional WQ Engine development to run in ResSim	30	\$42,480
<b>Task 1 Total</b>	<b>72</b>	<b>\$101,952</b>
<b>TASK 2: Russian River Model Development</b>		
	<b>Estimate (days)</b>	<b>Estimate (\$)</b>
Build DLL for water temperature modeling	6	\$8,496
Build DLL for water quality (DO, nutrients)	12	\$16,992
Reservoir inflow water temperature estimate	6	\$8,496
Available spatial and timeseries data survey	5	\$7,080
RAS simulations to generate hydro data	5	\$7,080
Recent years data collection, cleaning, model assimilation	12	\$16,992
Estimate reach distributed inflow and returns and WQ	7	\$9,912
Calibrate model	22	\$31,152
Technical report	15	\$21,240
<b>Task 2 Total</b>	<b>90</b>	<b>\$127,440</b>
<b>Task Order Total</b>	<b>162</b>	<b>\$229,392</b>

## **Exhibit D**

### **Grant Award Documents**

1. Data Sharing Plan
2. NOAA Award NA17NMF4630299 Special Award Conditions
3. Department of Commerce Financial Assistance Standard Terms and Conditions

# Exhibit E

## Insurance Requirements

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

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

### 1. INSURANCE

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



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

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

### 1.3. Automobile Liability Insurance

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

### 1.4. 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 Consultant’s services include: (1) programming, customization, or maintenance of software: or (2) access to individuals’ private, personally identifiable information, the insurance shall cover:
  - i. Breach of privacy; breach of data; programming errors, failure of work to meet contracted standards, and unauthorized access; and

- ii. Claims against Consultant arising from the negligence of Consultant, Consultant's employees and Consultant's subcontractors.
  - d. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
  - e. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
  - f. Required Evidence of Insurance: Certificate of Insurance specifying the limits and the claims-made retroactive date.
- 1.5. Standards for Insurance Companies
- a. Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.
- 1.6. Documentation
- a. The Certificate of Insurance must include the following reference: TW 17/18-087.
  - 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, 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.



## 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 Directors, Sonoma County Water Agency

**Board Agenda Date:** September 11, 2018

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Molly Oshun / 521-1164

**Supervisorial District(s):**

**Title:** Russian River Watershed Program

### **Recommended Actions:**

Authorize Sonoma County Water Agency's General Manager to execute the First Amended Agreement for Funding of Russian River Watershed Program with Gold Ridge Resource Conservation District to improve watershed health through monitoring and restoration projects increasing the amount by \$27,000, expanding the scope of work to include groundwater sustainability planning and reporting, for a new not-to-exceed agreement total of \$87,000 and no change to end date of August 31, 2019.

### **Executive Summary:**

This item requests authority for the Sonoma County Water Agency's (Sonoma Water) General Manager to execute a first amended funding agreement with Gold Ridge Resource Conservation District (Gold Ridge) to add \$27,000 for groundwater sustainability planning and reporting. Gold Ridge will continue to conduct landowner outreach activities, water quality testing in tributary streams, and develop grants that could fund salmonid restoration projects to help improve Russian River watershed conditions. Gold Ridge works primarily with private landowners to implement best management practices that improve watershed health. Gold Ridge has successfully performed similar tasks in partnership with Sonoma Water since 2015. In addition, Gold Ridge will perform groundwater sustainability planning and reporting.

### **Discussion:**

#### HISTORY OF ITEM/BACKGROUND

Gold Ridge's service area consists of 134,000 acres of diverse resources including streams, coastal areas, rangeland, woodland life and fisheries habitat, vineyards, orchards, and cropland, as well as rural and urban areas located in the Russian River and Bodega Bay watersheds.

Since 2001, Gold Ridge has received funding from Sonoma Water to provide landowner assistance, public education and information, watershed stewardship, watershed monitoring, interagency coordination, resource enhancement, and planning assistance to local groups to help improve land management and restore fish habitat. The intent of the agreement is to create a long-term system of organization, training,

communication, and improvements in land management to improve the health of the watershed and enhance and restore habitat for threatened fish species.

Sonoma Water and Gold Ridge wish to continue the cooperative agreement, which also serves to educate landowners on the California Department of Fish and Wildlife's Coho Captive Broodstock Program.

Sonoma Water and Gold Ridge worked cooperatively on past fishery resource-related projects including instream habitat improvement projects on Dutch Bill, Green Valley, Purrington, Atascadero, Redwood, and Freezeout creeks; coordinating water quality sampling on Dutch Bill Creek; and riparian planting and erosion control work on Purrington, Green Valley, and Dutch Bill creeks.

It is in the interest of Sonoma Water to work with and provide funding for Gold Ridge to partially carry out components of Gold Ridge's annual work-plan, which include salmonid restoration and improvements to tributary streams, and it is in the interest of Gold Ridge to work with Sonoma Water and carry out Russian River Watershed restoration activities. As a special district with a focus on land management, soil conservation and habitat restoration, Gold Ridge has developed deep and long-standing relationships with landowners. These relationships and Gold Ridge's technical staff make it uniquely qualified for this work.

Sonoma Water and Gold Ridge entered into an agreement for funding of the Russian River Watershed Program (Program), dated October 25, 2017, in the amount of \$60,000.

**SERVICES TO BE PERFORMED**

Under the proposed amended agreement, Gold Ridge will continue to conduct landowner outreach activities, water quality testing in tributary streams, and develop grants that could fund salmonid restoration projects to help improve Russian River watershed conditions. In addition, recent changes to regional groundwater management calls for closer coordination with landowners living within the Santa Rosa Plain Groundwater Basin. Gold Ridge will serve as a liaison to those communities and contribute to the overall development of a Groundwater Sustainability Plan for the Santa Rosa Plain Groundwater Basin.

The additional cost is \$27,000, for a new not-to-exceed agreement total of \$87,000. There is no change to end date of August 31, 2019.

**RECOMMENDATION**

Sonoma Water staff recommends that the Board authorize Sonoma Water's General Manager to execute the First Amended Agreement for Funding for Russian River Watershed Program with Gold Ridge to improve watershed health through monitoring and restoration projects increasing the amount by \$27,000, expanding the scope of work to include groundwater sustainability planning and reporting, for a new not-to-exceed agreement total of \$87,000 and no change to end date of August 31, 2019.

**Prior Board Actions:**

09/19/2017: Approved agreement between Sonoma Water and Gold Ridge for funding of Program. Cost \$60,000; term end August 31, 2019.

12/15/2015: Board Chair executed Agreement for Funding of Gold Ridge's Program between Sonoma Water and Gold Ridge, a two-year agreement in the amount of \$60,000.

09/16/2014: Board Chair executed the First Amended Agreement for Funding of Gold Ridge’s Program (2013/2014) between Sonoma Water and Gold Ridge, adding \$11,000, expanding the scope of work, and extending the agreement term by six months for a new not-to-exceed total of \$55,200 and end date of June 30, 2015.

03/19/2013: Board Chair executed the Agreement for Funding of Gold Ridge’s Program (2013/2014) between Sonoma Water and Gold Ridge, a two-year agreement in the amount of \$44,200.

12/14/2010: Board Chair executed the Agreement for Funding of Gold Ridge’s Program (2011/2012) between Sonoma Water and Gold Ridge, a two-year agreement in the amount of \$37,000.

06/09/2009: Board Chair executed the Agreement for Funding of Gold Ridge’s Program (2009/2010) between Sonoma Water and Gold Ridge, a two-year agreement in the amount of \$50,000.

04/10/2007: Board Chair executed the Agreement for Funding of Gold Ridge’s Program (2007/2008) between Sonoma Water and Gold Ridge, a two-year agreement in the amount of \$53,000.

09/24/2004: Board Chair executed the Agreement for Funding of Gold Ridge’s Program between Sonoma Water and Gold Ridge, a two-year agreement in the amount of \$30,000.

01/15/2002: Board Chair executed the Agreement for Funding of Gold Ridge’s Russian River Watershed Efforts between Sonoma Water and Gold Ridge, a two-year agreement in the amount of \$50,000.

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

The agreement meets the County’s strategic plan Goal 2 of economic and environmental stewardship.

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

The agreement meets the Sonoma Water’s strategic plan Goal 1 by improving the efficient use of water in Sonoma Water’s service area through supporting and strengthening partnerships with the community.

<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 18-19 Adopted</b>	<b>FY 19-20 Projected</b>	<b>FY 20-21 Projected</b>
Budgeted Expenses	\$5,000		
Additional Appropriation Requested	\$22,000		
<b>Total Expenditures</b>	<b>\$27,000</b>		
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal			
Fees/Other	<b>\$27,000</b>		
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>	<b>\$27,000</b>		
<b>Narrative Explanation of Fiscal Impacts:</b>			
Budgeted amount of \$5,000 is available from FY 2018/2019 appropriations for the Russian River Projects fund. Additional appropriation of \$22,000 will be included in the next quarterly consolidated budget adjustments.			
<b>Staffing Impacts</b>			
<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A – I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>
N/A			
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
Amended Agreement			
<b>Related Items “On File” with the Clerk of the Board:</b>			
None			

## **First Amended Agreement for Funding of Russian River Watershed Program**

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

### **RECITALS**

- A. Gold Ridge RCD represents that it is experienced in soil and water conservation projects, programs, and related services.
- B. Gold Ridge RCD’s service area consists of 134,000 acres of diverse resources including streams, coastal areas, rangeland, woodland life and fisheries habitat, vineyards, orchards, and cropland, as well as rural and urban areas located in the Russian River and Bodega Bay watersheds.
- C. Since 2001 Gold Ridge RCD has received funding from Water Agency through a cooperative agreement (Agreement) to implement and continue Water Agency’s Russian River Watershed Program (Program) in order to provide landowner assistance, public education and information, watershed stewardship, and assistance to local groups in providing land management and restoring fish habitat.
- D. Water Agency and Gold Ridge RCD wish to continue the Agreement to provide for education and collaboration within the community to restore resources, improve water quality and habitat, and continue to develop relationships with the local sub-watershed groups.
- E. The Agreement will also serve to educate landowners on the California Department of Fish and Wildlife’s (DFW) Coho Captive Broodstock Program (DFW Program).
- F. It is in the interest of Water Agency to work with and provide funding for Gold Ridge RCD to partially carry out components of Gold Ridge RCD’s annual workplan for habitat restoration and land improvements, and it is in the interest of Gold Ridge RCD to work with Water Agency and carry out Russian River Watershed restoration activities.
- G. Water Agency and Gold Ridge RCD first entered into this Agreement on October 25, 2017, in the amount of \$60,000.
- H. This First Amended Agreement expands the scope to include groundwater sustainability planning and reporting and increases the amount by \$27,000 to fund the additional works.
- I. This First Amended Agreement supersedes all previous agreements between the parties.



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 Breakdown of Costs
- d. Exhibit D: Insurance Requirements

**3. COORDINATION**

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

<b>Water Agency</b>	<b>Gold Ridge RCD</b>
Project Manager: Molly Oshun 404 Aviation Boulevard Santa Rosa, CA 95403-9019 Phone: (707) 521-1164 Email: Molly.Oshun@scwa.ca.gov	Contact: Brittany Jensen 2776 Sullivan Road Sebastopol, CA 95472 Phone: (707) 823-5244 Email: Brittany@goldridgercd.org
<b>Remit invoices to:</b> Susan Bookmyer Same address as above or Email: susan.bookmyer@scwa.ca.gov	<b>Remit payments to:</b> Same address as above Attn: Accounts Receivable

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

Gold Ridge RCD shall complete the following:

- 4.1. General. Gold Ridge RCD agrees to perform all work in accordance with the requirements of applicable federal, state, and local laws.
- 4.2. Scope of Work. See Scope of Work in Exhibit A.
- 4.3. Content Online Accessibility.
  - a. *Accessibility:* Water Agency policy requires that all documents that may be published to the Web meet accessibility standards to the greatest extent possible, and utilizing available existing technologies.
  - b. *Standards:* Those responsible for preparing content intended for use or publication on a Water Agency/County-managed or Water Agency/County-

funded web site must comply with applicable federal accessibility standards established by 36 C.F.R. section 1194, pursuant to section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. section 794(d)), and Water Agency's Web Site Accessibility Policy located at <http://webstandards.sonoma-county.org>.

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

discretion, determines that acceptance of such products or services is in Water Agency's best interest.

- 4.4. Indemnification. Gold Ridge RCD agrees to accept all responsibility for loss or damage to any person or entity, including Sonoma County Water Agency, and to indemnify, hold harmless, and release Sonoma County Water Agency, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Gold Ridge RCD, that arise out of, pertain to, or relate to Gold Ridge RCD's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Gold Ridge RCD agrees to provide a complete defense for any claim or action brought against Sonoma County Water Agency based upon a claim relating to Gold Ridge RCD's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Gold Ridge RCD's obligations under this Paragraph 4.4 apply whether or not there is concurrent or contributory negligence on the part of Sonoma County Water Agency, but, to the extent required by law, excluding liability due to conduct of Sonoma County Water Agency. Sonoma County Water Agency shall have the right to select its legal counsel at Gold Ridge RCD's expense, subject to Gold Ridge RCD's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Gold Ridge RCD or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.
- 4.5. Insurance. With respect to performance of work under this Agreement, Gold Ridge RCD shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit D (Insurance Requirements).
- 4.6. Invoices. Gold Ridge RCD shall bill Water Agency upon execution of this Agreement with an invoice that is clearly marked with "Gold Ridge Resource Conservation District, First Amended Agreement for Funding of Russian River Watershed Program, Project-Activity Code W0008D034."

## 5. WATER AGENCY'S RESPONSIBILITIES

- 5.1. Total. The total amount payable under this Agreement shall not exceed \$87,000.
- a. Year 1 costs shall not exceed \$30,000.
- 5.2. Payments.
- a. Upon execution of Agreement and receipt of an invoice thereof, Water Agency will provide funds directly to Gold Ridge RCD to cover authorized expenses as shown in Exhibit B.

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

**6. TERM OF AGREEMENT**

- 6.1. The term of this Agreement shall be from July 1, 2017 (“Effective Date”) to August 31, 2019, unless terminated earlier in accordance with the provisions of Article 7 (Termination).

**7. TERMINATION**

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

**8. ADDITIONAL REQUIREMENTS**

- 8.1. Bottled Water. In accordance with Sonoma County Water Agency Board of Directors Resolution No. 09-0920, dated September 29, 2009, no Water Agency funding shall be used to purchase single-serving, disposable water bottles for use in Water Agency facilities or at Water Agency-sponsored events. This restriction shall not apply when potable water is not available.
- 8.2. Authority to Amend Agreement. Changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Changes to lengthen time schedules or make minor modifications to the scope of work, which do not increase the amount paid under the Agreement, may be executed by the Water Agency's General Manager in a form approved by County Counsel.
- 8.3. No Waiver of Breach. The waiver by Water Agency of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.
- 8.4. Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and

agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Gold Ridge RCD and Water Agency acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Gold Ridge RCD and Water Agency acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

- 8.5. No Third-Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.
- 8.6. Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California excluding the law of conflicts. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Sonoma.
- 8.7. Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.
- 8.8. Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure section 1856. Each Party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.
- 8.9. 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.
- 8.10. 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

Reviewed as to funds:

TW 16/17-156A

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

Approved as to form:

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

Insurance Documentation is on file with  
Water Agency

Date/TW Initials: 7/25/18 crt

**Sonoma County Water Agency**

**Gold Ridge Resource Conservation District, a  
California special district**

By: \_\_\_\_\_  
Grant Davis, General Manager  
Authorized per Water Agency's Board of  
Directors Action on September 11, 2018

By: \_\_\_\_\_  
Brittany Jensen, Executive Director

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

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

# Exhibit A

## Scope of Work

### 1. TASKS

- 1.1. Task 1: Landowner outreach/workshops/development and dissemination of Russian River information
  - a. Develop articles on stewardship subjects, such as water monitoring techniques, recommended management practices, improved land stewardship, habitat enhancement and restoration, water conservation and storage activities, and activities the RCD is currently engaged in throughout the Green Valley, Dutch Bill, and Willow Creek Watersheds. Additionally, perform outreach to landowners to develop a mailing and email list, and distribute limited hard copies at appropriate community sites, as well as post articles on the Gold Ridge RCD website.
    - i. Prepare educational bulletins disseminated to sub-watershed groups and residents in the lower Russian River Watershed via electronic list service and on the Gold Ridge RCD website.
    - ii. Prepare and mail one newsletter per year to target residents who don't make use of the online services.
  - b. Conduct water conservation/salmonid habitat workshops within the Russian River watershed, targeting riparian landowners who could participate in current or future RCD programs.
    - i. Provide workshop flyers, agendas, and attendance sheets
    - ii. Provide summaries of workshop presentation

Deliverable	Due Date
Workshop agendas and summaries:	Jan 15, 2018
	Jul 15, 2018
	Jan 15, 2019
	Aug 15, 2019
Educational bulletins and watershed health article	Jan 15, 2018
	Jul 15, 2018
	Jan 15, 2019
	Aug 15, 2019

- 1.2. Task 2: Funding Development for Salmonid Habitat Restoration
  - a. Seek additional funding from federal, state, and local agencies to plan and implement projects designed to enhance salmonid habitat within the Russian River watershed, including instream flow enhancement, instream habitat improvements, water conservation, and fish passage barrier removal. At least 10 proposals will be submitted during the agreement period.



Deliverable	Due Date
List of proposals that have been submitted to funding agencies with brief summary and amounts	Biannually beginning August 15, 2017
Summary of proposals accepted by funding agencies	Biannually beginning August 15, 2017

1.3. Task 3: Salmonid Habitat Restoration Grants

- a. Prepare and submit grant applications for work such as adding instream habitat structures, reducing fine sediment delivery to streams, riparian revegetation, removal of fish passage barriers, implementing water storage and conservation projects that increase summer instream flows, and other projects that restore salmonid habitat.
- b. Prepare annual progress report on the grants.
- c. Annual Progress Reports:
  - i. Prepare annual progress reports. Submit one copy to Water Agency per the deliverable table below. Contents shall include the following:
    - a) A detailed list of work performed
    - b) Other information as appropriate or as requested by Water Agency
  - ii. Review. Submit to Water Agency for review.
    - a) First Draft: Prepare the report in draft form and submit to Water Agency for review and approval in accordance with the date listed for this deliverable. Water Agency will return 1 copy of the draft report to Gold Ridge RCD with comments or approval in writing within 10 calendar days.
    - b) Subsequent Draft(s): If Water Agency requests revisions, revise the draft report and resubmit 1 copy of the report for Water Agency approval.
    - c) Final: Following Water Agency approval and prior to Water Agency's acceptance of work under this Agreement, submit the final approved report to Water Agency in accordance with the date listed for this deliverable.

Deliverable	Due Date
Draft Annual Progress Reports	June 1, 2018 June 1, 2019
Final Annual Progress Reports	August 15, 2018 August 15, 2019

1.4. Task 4: Support the Collection, Analysis, and Dissemination of Stream Monitoring Data for the Lower Russian River

- a. Collect, analyze, and disseminate to CDFG, UC Cooperative Extension Russian River Coho Salmon Captive Broodstock Program and the Russian River Coho Water Resources Partnership seasonal stream monitoring data in reaches

focused on but not limited to Green Valley, Dutch Bill, and Willow Creek Watersheds. Maintain study reaches, including establishing Landowner Access Agreements, notifying landowners of monitoring schedules, and corresponding about monitoring data and reports.

- b. Deploy multi-parameter water quality meters (sondes) in two to three selected stream reaches to document water quality conditions (including Temperature, Dissolved Oxygen, pH and Specific Conductivity) at 30-minute intervals from late spring to late fall.
- c. Conduct periodic biological monitoring through benthic macroinvertebrate sampling and/or snorkeling surveys to document the aquatic species communities.
- d. Prepare annual summary report analyzing stream monitoring data and associated habitat enhancement recommendations.
  - i. Contents: Prepare a report that includes, but is not limited to, the following:
    - a) Table of Contents
    - b) Summary of study results
    - c) A detailed description of the work performed, including methodology and summary of data collected
    - d) A location map
    - e) Other information to support the study
  - ii. Review: Submit to Water Agency for review.
    - a) First Draft: Prepare the report in draft form and submit to Water Agency for review and approval in accordance with the date listed for this deliverable. Water Agency will return 1 copy of the draft report to Gold Ridge RCD with comments or approval in writing.
    - b) Subsequent Draft(s): If Water Agency requests revisions, revise the draft report and resubmit 1 copy of the report for Water Agency approval.
    - c) Final: Following Water Agency approval and prior to Water Agency's acceptance of work under this Agreement, submit the final approved report to Water Agency in accordance with the date listed for this deliverable.

Deliverable	Due Date
Draft annual report, including thematic maps and technical summary	June 1, 2018 June 1, 2019
Final annual report, including thematic maps and technical summary	August 15, 2018 August 15, 2019

1.5. Task 5: Groundwater Sustainability Planning

- a. Contribute to the development of a Groundwater Sustainability Plan for the Santa Rosa Plain Groundwater Basin including participation in key staff and

board meetings and strategic outreach to land owners in the Santa Rosa Plain Groundwater Basin.

- 1.6. Task 6: Administration and Reports
  - a. Provide the Water Agency with bi-annual and annual reports summarizing and discussing the activities completed under this Agreement, including copies of the work products described above, as well as any conclusions that Gold Ridge RCD has drawn from the data and information gathered.
  - b. Perform various duties required to track and implement the tasks described herein including, but not limited to, invoicing Water Agency, accounting of materials procured, and tracking of costs associated with the various tasks.
  - c. Monthly Progress Reports
    - i. Prepare monthly progress reports. Submit one copy to Water Agency on the first of each month during the term of this Agreement.
    - ii. Monthly progress reports shall include the following:
      - a) A detailed list of work performed
      - b) Dates and subject of meetings conducted, meeting attendees, and summary of meeting results
      - c) Accounting of materials
      - d) Cost tracking associated with various tasks
      - e) Other information as appropriate or as requested by Water Agency.

Deliverable	Due Date
Annual Report submitted with invoice	Submit within 12 months of the Effective Date of this Agreement and every 12 months thereafter for the term of this Agreement
Biannual Report submitted with invoice	Submit within six months of the Effective Date of this Agreement and every six months thereafter for the term of this Agreement
Monthly invoices	Monthly beginning August 15, 2017

**2. DELIVERABLES**

- 2.1. Submit one electronic copy in PDF format (emailed or on CD) and three hard copies of each final deliverable to Water Agency.
- 2.2. Comply with requirements of Paragraph 4.3 (Content Online Accessibility).

## Exhibit B

### Schedule of Costs

<b>PERSONNEL</b>	
<b>Title</b>	<b>Rate</b>
Executive Director	\$108 per hour
Lead Scientist/Project Manager	\$102 per hour
Conservation Planner	\$100 per hour
Ecologist	\$96 per hour
Project Manager 1	\$97 per hour
Project Manager 2	\$93 per hour
Project Coordinator 2	\$75 per hour
<b>EXPENSES</b>	
<b>Item</b>	<b>Cost</b>
Materials (batteries, PVC pipes, attachment cords, calibration solution, photo copies, wetsuit, mask and snorkel, wader boots, d-net, turbidity meter repair, rite-in-the-rain paper, and formazin turbidity calibration solution)	At cost
Subconsultant: Brelje and Race	At cost, not to exceed \$2,000
Copies	\$0.10 per page
Postage	at cost
Overnight mail	at cost
Mileage for personal car	\$0.535 per mile

## Exhibit C

### Estimated Breakdown of Costs

	Annual Cost	Total Cost for Two Years
Task 1: Landowner outreach, workshops, development, and dissemination of the Russian River information	6,000	12,000
Task 2: Funding development for Salmonid Habitat Restoration	6,500	13,000
Task 3: Salmonid Habitat Restoration	10,000	20,000
Task 4: Support for the Collection, Analysis, and Dissemination of Stream Monitoring Data for the Lower Russian River	5,000	10,000
Task 5: Groundwater Sustainability Planning	Year 1: \$0 Year 2: \$27,000	27,000
Task 6: Administration and Reports	2,500	5,000
	<b>TOTAL</b>	<b>\$87,000</b>

## Exhibit D

### Insurance Requirements

#### 1. **SECTION I – INSURANCE TO BE MAINTAINED BY GOLD RIDGE RESOURCE CONSERVATION DISTRICT**

Gold Ridge Resource Conservation District shall maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. The insurance shall be maintained for the entire term of the Agreement after all funds have been disbursed.

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. Water Agency's failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or Water Agency's failure to identify any insurance deficiency shall not relieve Gold Ridge Resource Conservation District 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.

- 1.1. Workers Compensation and Employers Liability Insurance
  - a. Required if Gold Ridge Resource Conservation District has employees as defined by the Labor Code of the State of California.
  - b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
  - c. Employers' Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
  - d. Required Evidence of Insurance: Certificate of Insurance
  - e. If Gold Ridge Resource Conservation District currently has no employees as defined by the Labor Code of the State of California, Gold Ridge Resource Conservation District 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 either Commercial Excess or Commercial Umbrella Liability Insurance. If Gold Ridge Resource Conservation District maintains higher limits than the specified minimum limits, Water Agency requires and shall be entitled to coverage for the higher limits maintained by Gold Ridge Resource Conservation District.

- 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. Gold Ridge Resource Conservation District is responsible for any deductible or self-insured retention and shall fund it upon Water Agency's written request, regardless of whether Gold Ridge Resource Conservation District has a claim against the insurance or is named as a party in any action involving the Water Agency.
  - d. Sonoma County Water Agency, its officers, agents, and employees, shall be endorsed as additional insureds for liability arising out of Gold Ridge Resource Conservation District's ongoing operations. (ISO 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 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 Water Agency and Gold Ridge Resource Conservation District 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 satisfied by a combination of Automobile Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance.
  - b. Insurance shall cover all owned vehicles if Gold Ridge Resource Conservation District owns vehicles.
  - c. Insurance shall cover hired and non-owned vehicles.
  - d. Required Evidence of Insurance: Certificate of Insurance.
- 1.4. Standards for Insurance Companies
- a. Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.
- 1.5. Documentation
- a. The Certificate of Insurance must include the following reference: TW 16/17-156A.

- b. Gold Ridge Resource Conservation District shall submit required Evidence of Insurance prior to the execution of this Agreement. Gold Ridge Resource Conservation District agrees to maintain current Evidence of Insurance on file with Water Agency for the required period of insurance.
- c. The name and address for mailing Additional Insured endorsements and Certificates of Insurance is: Sonoma County Water Agency, 404 Aviation Boulevard, Santa Rosa, CA 95403-9019.
- d. Required Evidence of 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. Gold Ridge Resource Conservation District shall provide immediate written notice if: (1) any of the required insurance policies are terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

1.6. Policy Obligations

- a. Gold Ridge Resource Conservation District's indemnity and other obligations shall not be limited by the foregoing insurance requirements.



**NON-MEMBER'S CERTIFICATE OF COVERAGE**

Issue Date  
7/1/2018

*Provider* Special District Risk Management Authority  
1112 'I' Street, Suite 300  
Sacramento, California 95814  
800.537.7790 www.sdrma.org



*Member* **Gold Ridge Resource Conservation District**  
2776 Sullivan Road  
Sebastopol, California 95472

*Member Number:* 7718  
*Certificate Number:* 64

This is to certify that coverages listed below have been issued to the Member named above for the period indicated. This certificate is not an insurance policy or an agreement of coverage and does not amend, extend or alter the coverage afforded by the agreements listed herein. 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 coverage described herein is subject to all the terms, exclusions, and conditions of the specific coverage document. This certificate of coverage evidences the limits of liability in effect at the inception of the agreements shown; limits shown may have been reduced by paid claims. This certificate is issued as a matter of information only and confers no rights upon the certificate holder.

Type of Coverage	Policy Number	Effective Date	Expiration Date	Limits	
<b>Auto Liability</b> Auto Bodily Injury Auto Property Damage		7/1/2018	7/1/2019	Per Occurrence	\$1,000,000 \$1,000,000
<b>General Liability</b> Bodily Injury Property Damage		7/1/2018	7/1/2019	Per Occurrence	\$2,000,000 \$2,000,000

The Sonoma County Water Agency, its officers, and employees are named as additional covered parties for liability arising out of the operations by or on behalf of the named member in the performance of contract TW 16/17 156 for Funding of the Russian River Watershed Program and TW 16/17-103 for Outreach and Emergency Permitting Assistance for Green Valley Creek Flood Project.

Cancellation: Should any of the above-described policies be cancelled before the expiration dates thereof, the issuing company will endeavor to mail 30 days written notice to the above-named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

Certificate Dates:	Effective Date 7/1/2018	Expiration Date 7/1/2019	Certificate Type:	<input checked="" type="checkbox"/> Additional Covered Party <input type="checkbox"/> Loss Payee <input type="checkbox"/> Evidence of Coverage
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**Certificate Holder**  
Sonoma County Water Agency  
404 Aviation Boulevard  
Santa Rosa, CA 95403

[Redacted Signature]  
Paul Frydendal - Chief Operating Officer



1112 I Street, Suite 300  
Sacramento, California 95814-2865  
T 916.231.4141 or 800.537.7790 \*F 916.231.4111

Maximizing Protection. Minimizing Risk. \*www.sdrma.org

*This endorsement changes the Liability Coverage Agreement. Please read it carefully.*

COVERAGE PERIOD: 7/1/2018 through 7/1/2019

**MEMBER AGENCY**

Gold Ridge Resource Conservation District  
2776 Sullivan Road  
Sebastopol, California 95472

**ADDITIONAL COVERED PARTY**

Sonoma County Water Agency  
404 Aviation Boulevard  
Santa Rosa, CA 95403

**This endorsement modifies the Liability Coverage Agreement provided under the following:**

- Auto Liability - Auto Bodily Injury - - Per Occurrence - \$1,000,000
- Auto Liability - Auto Property Damage - - Per Occurrence - \$1,000,000
- General Liability - Bodily Injury - - Per Occurrence - \$2,000,000
- General Liability - Property Damage - - Per Occurrence - \$2,000,000

It is hereby agreed that this endorsement is added to the Liability Coverage Agreement issued to **Gold Ridge Resource Conservation District** by Special District Risk Management Authority ("SDRMA") adding the following as an **Additional Covered Party**.

*The Sonoma County Water Agency, its officers, and employees are named as additional covered parties for liability arising out of the operations by or on behalf of the named member in the performance of contract TW 16/17 156 for Funding of the Russian River Watershed Program and TW 16/17-103 for Outreach and Emergency Permitting Assistance for Green Valley Creek Flood Project.*

The coverage afforded by this **ENDORSEMENT** shall be primary with respect to any other valid and collectible insurance the **Sonoma County Water Agency** may possess, including any self-insured retention the **Sonoma County Water Agency** may have, and any other insurance the **Sonoma County Water Agency** does possess shall be considered excess insurance only and shall not be called upon to contribute with this coverage but only with respect to liability arising out of the ongoing operations of the Member Agency named above and provided further that this coverage does not apply to the sole negligence of the additional covered party named above. Coverage shall not be extended for the active negligence of the additional named party in any case where an agreement to indemnify the additional named party would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

All other terms and conditions remained unchanged.

Coverage provided by this endorsement, under the terms, conditions and exclusions contained in the Liability Coverage Agreement issued by SDRMA to **Gold Ridge Resource Conservation District** shall not be reduced or canceled without 30 days written notice given to the **Sonoma County Water Agency** via certified mail.

**THIS ENDORSEMENT CHANGES THE LIABILITY COVERAGE AGREEMENT. PLEASE READ IT CAREFULLY.**

The inclusion of more than one **Covered Party** shall not operate to impair the rights of one Covered Party against another Covered Party and the coverages afforded shall apply as though separate policies have been issued to each Covered Party except that the inclusion of more than one covered party shall not increase the limit of liability of SDRMA.

Effective date of this endorsement is: 7/1/2018

**SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY**

Signed by:   
Paul Frydendal - Chief Operating Officer

**NON-MEMBER'S CERTIFICATE OF COVERAGE**

Issue Date  
7/1/2018

*Provider* Special District Risk Management Authority  
1112 'I' Street, Suite 300  
Sacramento, California 95814  
800.537.7790 www.sdrma.org



*Member* **Gold Ridge Resource Conservation District**  
2776 Sullivan Road  
Sebastopol, California 95472

*Member Number:* 7718  
*Certificate Number:* 27

This is to certify that coverages listed below have been issued to the Member named above for the period indicated. This certificate is not an insurance policy or an agreement of coverage and does not amend, extend or alter the coverage afforded by the agreements listed herein. 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 coverage described herein is subject to all the terms, exclusions, and conditions of the specific coverage document. This certificate of coverage evidences the limits of liability in effect at the inception of the agreements shown; limits shown may have been reduced by paid claims. This certificate is issued as a matter of information only and confers no rights upon the certificate holder.

Type of Coverage	Policy Number	Effective Date	Expiration Date	Limits
Workers' Compensation		7/1/2018	7/1/2019	Per Occurrence Statutory \$5,000,000
Employers Liability				

Proof of coverage.

Cancellation: Should any of the above-described policies be cancelled before the expiration dates thereof, the issuing company will endeavor to mail 30 days written notice to the above-named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

Certificate Dates:

Effective Date  
7/1/2018

Expiration Date  
7/1/2019

Certificate Type:

- Additional Covered Party    Loss Payee  
 Evidence of Coverage

**Certificate Holder**

Sonoma County Water Agency  
404 Aviation Boulevard  
Santa Rosa, CA 95403

[REDACTED]

Paul Frydendal - Chief Operating Officer



## 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 Directors, Sonoma County Water Agency

**Board Agenda Date:** September 11, 2018

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

James Griggs 547-1924

**Supervisorial District(s):**

First

**Title:** Water Quality Computer Modeling for Ralphine Tanks

### **Recommended Actions:**

Authorize Sonoma County Water Agency's General Manager to execute an agreement with Schaaf and Wheeler Consulting Engineers for Ralphine water storage tank water quality modeling services through December 31, 2019 in the not-to-exceed amount of \$137,980. The modeling services will help Sonoma Water evaluate proposed design changes to the storage tanks in an effort to improve water quality, increase water storage, and improve seismic resiliency.

### **Executive Summary:**

The Ralphine water storage tanks are located at Spring Lake Regional Park, and are part of the Santa Rosa Aqueduct portion of Sonoma County Water Agency's (Sonoma Water) water transmission system. Reconfiguration of the piping between the tanks is being considered by Sonoma Water staff to improve water quality within the tank system, enhance surge protection at Sonoma Booster Station, provide retrofits to the tanks for seismic resiliency, increase the available water storage, and reduce chlorine chemical demand for the Santa Rosa Aqueduct. Schaaf and Wheeler Consulting Engineers (Consultant) will evaluate the proposed changes by generating a computational fluid dynamic model of both the existing tank system, and the proposed flow-through configuration to assist in design decisions.

### **Discussion:**

#### HISTORY OF ITEM/BACKGROUND

There are eighteen steel water storage tanks in Sonoma Water's water transmission system for a total combined storage capacity of 128.8 million gallons. These tanks serve two purposes: They provide approximately 1.5 days of water storage at Sonoma Water's peak-month demand (average daily pumping over an entire month) and they provide a constant pressure head in the transmission system. The four Ralphine tanks consist of three 6-million-gallon tanks, and one 18-million-gallon tank, providing a total combined capacity of 36 million gallons. The tanks are located at Spring Lake Regional Park and are part of the Santa Rosa Aqueduct portion of Sonoma Water's water transmission system.

The Ralphine tanks are currently configured to operate in parallel off of a common branch inlet/outlet pipeline from the Santa Rosa Aqueduct. Reconfiguration of the piping between the tanks is being considered by Sonoma Water staff to improve water quality within the tank transmission system, enhance surge protection at Sonoma Booster Station, provide retrofits to the tanks for seismic resiliency, increase the available storage within the tank system, and reduce chlorine chemical demand for the Santa Rosa Aqueduct.

Sonoma Water engineers have proposed reconfiguring interconnecting piping between the tanks to create a “flow-through” configuration, such that water will flow into the upstream tank, flow-through the system from tank-to-tank, and exit the system out of the downstream tank. A prior reconfiguration design was prepared and presented to the Board for project approval and authorization to construct in December 2016. Staff has since determined that further analysis of the water quality benefits of the project is warranted to ensure no unintended adverse impacts to water quality and provide opportunity to optimize the hydraulic performance of the system. Consultant will evaluate the proposed changes by generating a computational fluid dynamic model of both the existing tank system and the proposed flow-through configuration. A computational fluid dynamic model is a three-dimensional model that can simulate the fluid interactions within a dynamic fluid system. The computational fluid dynamic model will simulate water mixing within the tanks, identify areas of poor mixing, and assist in design decisions regarding reconfiguration of the piping for the Ralphine tanks.

#### SELECTION PROCESS

On June 10, 2016, Sonoma Water issued a Request for Statements of Qualifications to the following five firms:

1. Adobe Associates, Inc., Santa Rosa, CA
2. Brelje & Race Consulting Engineers, Santa Rosa, CA
3. Carlile Macy, Santa Rosa, CA
4. Green Valley Consulting Engineers, Santa Rosa, CA
5. Summit Engineering, Santa Rosa, CA

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

The seven firms listed below submitted Statements of Qualifications:

1. Atterbury & Associates, Healdsburg, CA
2. Carlile Macy, Santa Rosa, CA
3. cbec, Inc. eco engineering, West Sacramento, CA
4. Coastland, Santa Rosa, CA
5. Green Valley Consulting Engineers, Santa Rosa, CA
6. Schaaf and Wheeler Consulting Engineers, Santa Rosa, CA
7. West Yost, Santa Rosa, CA

The following criteria were used to evaluate each firm:

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

D. Local Service Provider Preference of 5%.

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

1. Atterbury & Associates
2. Carlile Macy
3. Coastland
4. Green Valley Consulting Engineers
5. Schaff and Wheeler Consulting Engineers
6. West Yost Associates

Schaaf and Wheeler Consulting Engineers was selected to perform the work because their professional qualifications and experience were suited to the scope of work on this project.

**SERVICES TO BE PERFORMED**

Under the proposed agreement, Consultant will evaluate current conditions and proposed changes by generating a computational fluid dynamic model of both the existing tank system, and the proposed flow-through configuration to assist Sonoma Water staff with design decisions regarding reconfiguration of the piping for its Ralphine tanks.

The cost of services will not exceed \$137,980; the term end date is December 31, 2019.

**RECOMMENDATION**

Sonoma Water staff recommend that the Board authorize Sonoma Water’s General Manager to execute an agreement with Schaaf and Wheeler Consulting Engineers for water storage tank water quality modeling services to assist Sonoma Water with design decisions regarding reconfiguration of the piping for the Ralphine tanks.

**Prior Board Actions:**

12/06/2016: Adopted and approved Ralphine Tanks Flow-Through Conversion project manual and drawings. Authorized General Manager to procure necessary materials and complete project by force account with Sonoma Water employees.

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

Maintaining and improving water supply infrastructure supports the goal of providing community members access to a clean and reliable water supply.

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

Maintaining and improving water supply infrastructure supports the goal of providing a reliable water transmission system.

<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 18-19 Adopted</b>	<b>FY 19-20 Projected</b>	<b>FY 20-21 Projected</b>
Budgeted Expenses	\$137,980		
Additional Appropriation Requested			
<b>Total Expenditures</b>	<b>\$137,980</b>		
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal			
Fees/Other	\$137,980		
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>	<b>\$137,980</b>		
<b>Narrative Explanation of Fiscal Impacts:</b>			
Budgeted amount of \$137,980 is available from FY 2018/2019 appropriations for the Water Transmission – Storage Facilities fund. No additional appropriation is required.			
<b>Staffing Impacts</b>			
<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A – I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
None			
<b>Attachments:</b>			
Agreement			
<b>Related Items “On File” with the Clerk of the Board:</b>			
None			

## **Agreement for Water Quality Computer Modeling Services for Ralphine Tanks**

This agreement (“Agreement”) is by and between **Sonoma County Water Agency**, a body corporate and politic of the State of California (“Water Agency”) and **Schaaf and Wheeler Consulting Engineers**, 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 engineering firm, experienced in modeling of water supply and distribution systems, and related services.
- B. The four Ralphine tanks consist of three 6 million gallon tanks, and one 18 million gallon tank, providing a total combined capacity of 36 million gallons. The tanks are located at Spring Lake Regional County Park, as shown in Exhibit D (Map), and are part of the Water Agency’s Santa Rosa Aqueduct water transmission system.
- C. Water Agency staff are considering a flow-through reconfiguration of the piping between the tanks to improve water quality within the tank system, enhance surge protection at Sonoma Booster Station, provide retrofits to the tanks for seismic resiliency, increase the available storage within the tank system, and reduce chlorine chemical demand for the Santa Rosa Aqueduct.
- D. Consultant will evaluate the proposed changes by generating a computational fluid dynamic (CFD) model of both the existing tank system, and the proposed flow-through configuration.

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: Map
  - e. Exhibit E: Insurance Requirements



**3. SCOPE OF SERVICES**

- 3.1. **Consultant’s Specified Services:** Consultant shall perform the services described in Exhibit A (Scope of Work), within the times or by the dates provided for in Exhibit A and pursuant to Article 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:

<b>Water Agency</b>	<b>Consultant</b>
Project Manager: James Griggs 404 Aviation Boulevard Santa Rosa, CA 95403-9019 Phone: 707-547-1924 Email: <a href="mailto:james.griggs@scwa.ca.gov">james.griggs@scwa.ca.gov</a>	Contact: Ben Shick 2200 Range Avenue Santa Rosa, CA 95403 Phone: 707-528-4848 Email: <a href="mailto:bshick@swsv.com">bshick@swsv.com</a>
<b>Remit invoices to:</b>	<b>Remit payments to:</b>
Susan Bookmyer Same address as above or Email: <a href="mailto:susan.bookmyer@scwa.ca.gov">susan.bookmyer@scwa.ca.gov</a>	Same address as above Attn: Accounts Receivable

- 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. 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. SAFETY**

- 4.1. *Site Safety Officer.* Prior to commencement of work, Consultant shall designate a Site Safety Officer (SSO) and alternate SSO for this work and shall provide the names, telephone and/or cellular/pager numbers of both SSOs to Project Manager. Both SSOs shall be employees of Consultant.
- 4.2. *Safety Orders.* All work shall be performed in accordance with the California Code of Regulations (CCR) Title 8, Division 1, Chapter 4 - Industrial Safety Orders and all other applicable laws to ensure the safety of the public and those performing the work.
- 4.3. *Safety Plan and Program.*
  - a. *Scope:* Consultant shall furnish a copy of an Injury and Illness Prevention Program (IIPP), a Site-Specific Safety and Health Plan (SSHP), for this work. Consultant shall also provide copies of applicable Material Safety Data Sheets and information regarding the SSO as described below. Plans, programs, and other information described herein shall be furnished to Water Agency's Project Manager prior to commencement of work.
  - b. *Injury and Illness Prevention Program:* Consultant's IIPP shall conform with the General Industrial Safety Orders (CCR Title 8, Division 1, Chapter 4, Subchapter 7, Section 3203), and the California Labor Code (§6401.7).
  - c. *Site-Specific Safety and Health Plan and Monitoring:* The SSHP shall describe health and safety procedures to be implemented during all phases of work in order to ensure safety of the public and those performing the work. The SSHP shall be modeled after the guidelines for a SSHP listed in CCR Title 8, Division 1, Chapter 4, Subchapter 7, Section 5192, Item (b)(4).

## 5. **PAYMENT**

- 5.1. *Total Costs:* Total costs under this Agreement shall not exceed **\$137,980**.
- a. Total costs for Tasks 1-4 shall not exceed **\$111,500**.
  - b. No more than **\$100,000** will be paid for Tasks 1-4 until the draft CFD Modeling Report is submitted.
  - c. Total costs for Optional Task 5, if requested in writing by Water Agency, shall not exceed **\$26,480**
- 5.2. *Method of Payment:* Consultant shall be paid in accordance with the following terms:
- a. Consultant shall be paid in accordance with Exhibit B (Schedule of Costs). Billed hourly rates shall include all costs for overhead and any other charges, other than expenses specifically identified in Exhibit B. Expenses not expressly authorized by the Agreement shall not be reimbursed.
- 5.3. *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 T0332C001
  - 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
- 5.4. *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.
- 5.5. *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.
- 5.6. *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.

## **6. TERM OF AGREEMENT AND COMMENCEMENT OF WORK**

- 6.1. *Term of Agreement:* This Agreement shall expire on December 31, 2019, unless terminated earlier in accordance with the provisions of Article 7.
- 6.2. *Commencement of Work:* Consultant is authorized to proceed immediately with the performance of this Agreement upon the Effective Date of this Agreement.

## **7. TERMINATION**

- 7.1. *Authority to Terminate:* Water Agency's right to terminate may be exercised by Water Agency's General Manager.
- 7.2. *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.
- 7.3. *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.
- 7.4. *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 13.10 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.

- 7.5. *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.

## **8. INDEMNIFICATION**

- 8.1. Consultant agrees to accept responsibility for loss or damage to any person or entity, including Sonoma County Water Agency, and to defend, indemnify, hold harmless, and release Sonoma County Water Agency, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or its agents, employees, contractors, subcontractors, or invitees hereunder, whether or not there is concurrent or contributory negligence on Sonoma County Water Agency's part, but, to the extent required by law, excluding liability due to Sonoma County Water Agency's conduct. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

## **9. INSURANCE**

- 9.1. 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 E (Insurance Requirements).

## **10. PROSECUTION OF WORK**

- 10.1. 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.

## **11. EXTRA OR CHANGED WORK**

- 11.1. 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.

## **12. CONTENT ONLINE ACCESSIBILITY**

- 12.1. *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.
- 12.2. *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://sonomacounty.ca.gov/Services/Web-Standards-and-Guidelines/>.
- 12.3. *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).

- 12.4. *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.
- 12.5. *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.
- 12.6. *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.

### **13. REPRESENTATIONS OF CONSULTANT**

- 13.1. *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.

- 13.2. *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.
- 13.3. *Statement of Economic Interests (Form 700):* Consultant shall submit a completed Fair Political Practices Commission Statement of Economic Interests (Form 700) with Water Agency within thirty (30) days after the effective date of this Agreement and each year thereafter during the term of this Agreement, or as required by state law.
- 13.4. *Taxes:* Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold 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.
- 13.5. *Records Maintenance:* Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to 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.
- 13.6. *Conflict of Interest:* Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if required by law or requested to do so by 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.
- 13.7. *Statutory Compliance/Living Wage Ordinance:* Consultant agrees to comply, and to ensure compliance by its subconsultants or subcontractors, with all applicable federal, state and local laws, regulations, statutes and policies, including but not



limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Consultant expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

- 13.8. *Nondiscrimination:* Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.
- 13.9. *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.
- 13.10. *Ownership and Disclosure of Work Product:* All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by 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. Water Agency shall indemnify and hold Consultant harmless from and against any

claims, damages, losses, or fees (including attorney fees and court costs) that result from modification to Consultant’s work product or for any use other than the project for which they were specifically produced unless specifically authorized by Consultant in writing.

**14. DEMAND FOR ASSURANCE**

14.1. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. “Commercially reasonable” includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article 14 limits Water Agency’s right to terminate this Agreement pursuant to Article 7 (Termination).

**15. ASSIGNMENT AND DELEGATION**

- 15.1. *Consent:* Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.
- 15.2. *Subcontracts:* Notwithstanding the foregoing, Consultant may enter into subcontracts with the subconsultants specifically identified herein. If no subconsultants are listed, then no subconsultants will be utilized in the performance of the work specified in this Agreement. Approved subconsultants are as follows:

Name	Type of Services	Prevailing Wages Apply? Y/N
MISCOwater	Temperature monitoring and residual chlorine testing	N
Blue Hill Hydraulic	CFD modeling	N

15.3. *Change of Subcontractors or Subconsultants:* If, after execution of the Agreement, parties agree that subconsultants not listed in Paragraph 15.2 will be utilized, Consultant may enter into subcontracts with subconsultants to perform

other specific duties pursuant to the provisions of this Paragraph 15.3. The following provisions apply to any subcontract entered into by Consultant other than those listed in Paragraph 15.2:

- a. Prior to entering into any contract with subconsultant, Consultant shall obtain 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.

15.4. *Summary of Subconsultants' Work:* Consultant shall provide Water Agency with a summary of work performed by subconsultants with each invoice submitted under Paragraph 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.

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

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

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

## **17. MISCELLANEOUS PROVISIONS**

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

- 17.2. *No Waiver of Breach:* The waiver by Water Agency of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.
- 17.3. *Construction:* To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and Water Agency acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Consultant and Water Agency acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.
- 17.4. *Consent:* Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.
- 17.5. *No Third-Party Beneficiaries:* Except as provided in Article 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.
- 17.6. *Applicable Law and Forum:* This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or in the forum nearest to the City of Santa Rosa, in the County of Sonoma.
- 17.7. *Captions:* The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.
- 17.8. *Merger:* This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure section 1856. Each Party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

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

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

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

Reviewed as to funds:

TW 17/18-132

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

Approved as to form:

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

Insurance Documentation is on file with  
Water Agency

Date/TW Initials: 8/3/18 rv

**Sonoma County Water Agency**

**Schaaf and Wheeler Consulting Engineers, a  
California corporation**

By: \_\_\_\_\_  
Grant Davis  
General Manager  
Authorized per Water Agency's Board of  
Directors Action on September 11, 2018

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

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

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

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

# Exhibit A

## Scope of Work

### 1. DELIVERABLES

- 1.1. Review cycle for deliverables:
  - a. Review. Submit to Water Agency for review.
    - i. First Draft: Prepare the deliverable in draft form and submit to Water Agency for review and approval in accordance with the date listed for the deliverable. Water Agency will return draft to Consultant with comments or approval in writing.
    - ii. Subsequent Draft(s): If Water Agency requests revisions, revise draft and resubmit for Water Agency approval.
    - iii. Final: Following Water Agency approval, submit the final approved deliverable to Water Agency in accordance with the date listed for each deliverable.
- 1.2. Submit electronic copy in PDF format (emailed, on CD, or via internet) of each final deliverable to Water Agency.
- 1.3. Comply with requirements of Article 12 (Content Online Accessibility).

### 2. TASKS

- 2.1. Task 1: Site Visit, Kickoff Meeting, and Data Review
  - a. Coordinate with Water Agency staff to visit tank site.
  - b. Attend kickoff meeting with Water Agency staff to review project goals, methodologies, constraints, and deliverables.
  - c. Review existing available data including but not limited to, record drawings, proposed modification, and previous studies.

<b>Deliverable</b>	<b>Due Date</b>
Site visit	Within 5 calendar days of Effective Date
Kickoff meeting	Within 5 calendar days of Effective Date
• Meeting agenda	3 calendar days prior to meeting
• Meeting minutes	7 calendar days after meeting

- 2.2. Task 2: Hydraulic Evaluation
  - a. Perform peer review of Water Agency's hydraulic evaluation of the existing tank configuration (parallel) versus the proposed configuration (series) to determine the temporary storage volume loss during peak demands due to proposed modifications.
  - b. Prepare a technical memorandum to provide hydraulic evaluation results to Water Agency that includes, but is not limited to, the items below:

- i. Proposed refinements to the hydraulic evaluation, including but not limited to suggested minor loss coefficients (entrance, exit, valves), pipe friction coefficients, and modeling methodology.
- ii. Summary of results from the revised hydraulic evaluation.
- iii. Detailed description of the work performed, including methodology, literature reviewed, and individuals and agencies contacted.
- iv. Other information to support the study or as requested by Water Agency.

<b>Deliverable</b>	<b>Due Date</b>
Draft Hydraulic evaluation technical memorandum	October 26, 2018
Final Hydraulic evaluation technical memorandum	Within 14 calendar days following receipt of Water Agency comments on draft

2.3. Task 3: Temperature Monitoring and Residual Chlorine Testing

- a. Collect temperature data for fourteen consecutive days.
- b. Collect samples for chlorine residual data for the first seven consecutive days during the temperature data collection. Coordinate with Water Agency staff in order to conduct tests utilizing Water Agency’s portable chlorine analyzer.
- c. Compile data, provide plots, and prepare a Temperature and Residual Chlorine Report.
  - i. Summary of findings with:
    - a) Sampling and testing procedures.
    - b) Equipment used.
    - c) Temperature as a function of depth for each tank.
    - d) Residual chlorine disinfectant as a function of depth for each tank.

<b>Deliverable</b>	<b>Due Date</b>
Draft temperature and residual chlorine report	October 19, 2018
Final temperature and residual chlorine report	Within 14 calendar days following receipt of Water Agency comments on draft

2.4. Task 4: Computational Fluid Dynamic (CFD) Modeling

- a. Data Review:
  - i. Review existing temperature data collected by Water Agency, data collected in Task 3, tank record drawings, and proposed tank modifications.
  - ii. Provide recommendations for tailoring CFD modeling to meet the goals of the project. Include:
    - a) Proposed tanks to be modeled.
    - b) Modeling configurations.
    - c) Scenarios.



- iii. Present recommendations to Water Agency, by email and conference call, for review and approval prior to proceeding with model construction and the tasks shown below.

<b>Deliverable</b>	<b>Due Date</b>
Present draft recommended modeling scenarios by email and/or conference call	Within 21 calendar days following receipt of final temperature and residual chlorine report
Final recommended modeling scenarios by email and/or conference call	Within 14 calendar days following receipt of Water Agency comments on draft

- b. Conduct Three-Dimensional Computer Flow Model Construction:
  - i. Using FLOW-3D computer software, construct one three-dimensional computer flow model for each tank using drawings provided by Water Agency.
- c. Example Model Scenarios for As-Built Analysis (actual model scenarios will be determined in Task 4, 2.4.a.iii.):
  - i. Generate baseline information, prior to proposed design modifications, by calculating flow patterns in the four tanks for four different steady-state operating scenarios:

<b>Scenario Number</b>	<b>Description</b>	<b>Chlorine Decay</b>
1	Iso-Thermal Flow	No
2	Stratified Flow	No
3	Iso-Thermal Flow	Yes
4	Stratified Flow	Yes

- ii. Scenario 1: Release a tracer into the flow to identify dead water regions with comparatively high water ages.
- iii. Scenario 2: Define thermal stratification in the tanks. Release a tracer into the flow to identify dead water regions with comparatively high water ages, and use variable density modeling to account for the effects of temperature variations within the tanks.
- iv. Scenarios 3 and 4: Release a non-conservative tracer into the process flows, and calculate chlorine residual concentrations within the tanks for iso-thermal and thermally stratified conditions utilizing FLOW-3D's chemical kinetics algorithm.
- d. Example Model Scenarios for Proposed Modifications Analysis (actual model scenarios will be determined in Task 4, 2.4.a.iii.):
  - i. Repeat Scenarios 1-4, but with the tanks operated in series (and with any other proposed modifications under consideration at the time the analysis is carried out).

- ii. Compare results to baseline to determine whether the proposed modifications will improve water quality within the tanks.
- e. Results from CFD Modeling:
  - i. Determine the presence of dead zones and estimate water age from the CFD modeling results using the methods described below:
    - a) Inspect the computational modeling results to identify areas with poor circulation (dead zones).
    - b) Calculate detention times for each of the model scenarios based on the movement of conservative tracers through the tanks.
    - c) Seed flows with marker particles and output time histories for each of these particles to estimate water age.
  - ii. Compare results from the as-built and proposed modification models to determine revised piping impacts on water age and presence of dead zones within each of the four tanks.
- f. Reporting:
  - i. Prepare a CFD Modeling Report containing results of the analysis that includes, but is not limited to, the items below:
    - a) A brief description of the work completed.
    - b) Tabular data if required.
    - c) Both two- and three-dimensional graphics.

<b>Deliverable</b>	<b>Due Date</b>
Draft CFD Modeling Report	Within 90 calendar days after temperature monitoring and residual chlorine testing findings received
Final CFD Modeling Report	Within 14 calendar days following receipt of Water Agency comments on draft

2.5. Task 5: Summary Technical Memorandum

- a. Prepare a summary technical memorandum to provide results of the hydraulic evaluation, CFD modeling, and temperature and chlorine residual monitoring that includes, but is not limited to, the items below:
  - i. Summary of the benefits and shortcomings of the proposed modifications.
  - ii. Recommendations.
  - iii. Other information to support the study or as requested by Water Agency.

<b>Deliverable</b>	<b>Due Date</b>
Summary technical memorandum	Within 30 calendar days after Final CFD Modeling Report submitted to Water Agency

2.6. Optional Task 6: 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 modeling and analysis effort. The additional services will be agreed to by Consultant and Water Agency and described in writing by Water Agency.

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

## Exhibit B

### Schedule of Costs

<b>PERSONNEL</b>	
<b>Title</b>	<b>Rates</b>
Project Manager	\$230 per hour
Associate Engineer	\$185 per hour
<b>EXPENSES</b>	
<b>Item</b>	<b>Cost</b>
Subconsultant: MISCOWater	at cost, plus 10%
Subconsultant: Blue Hill Hydraulics	at cost, plus 10%

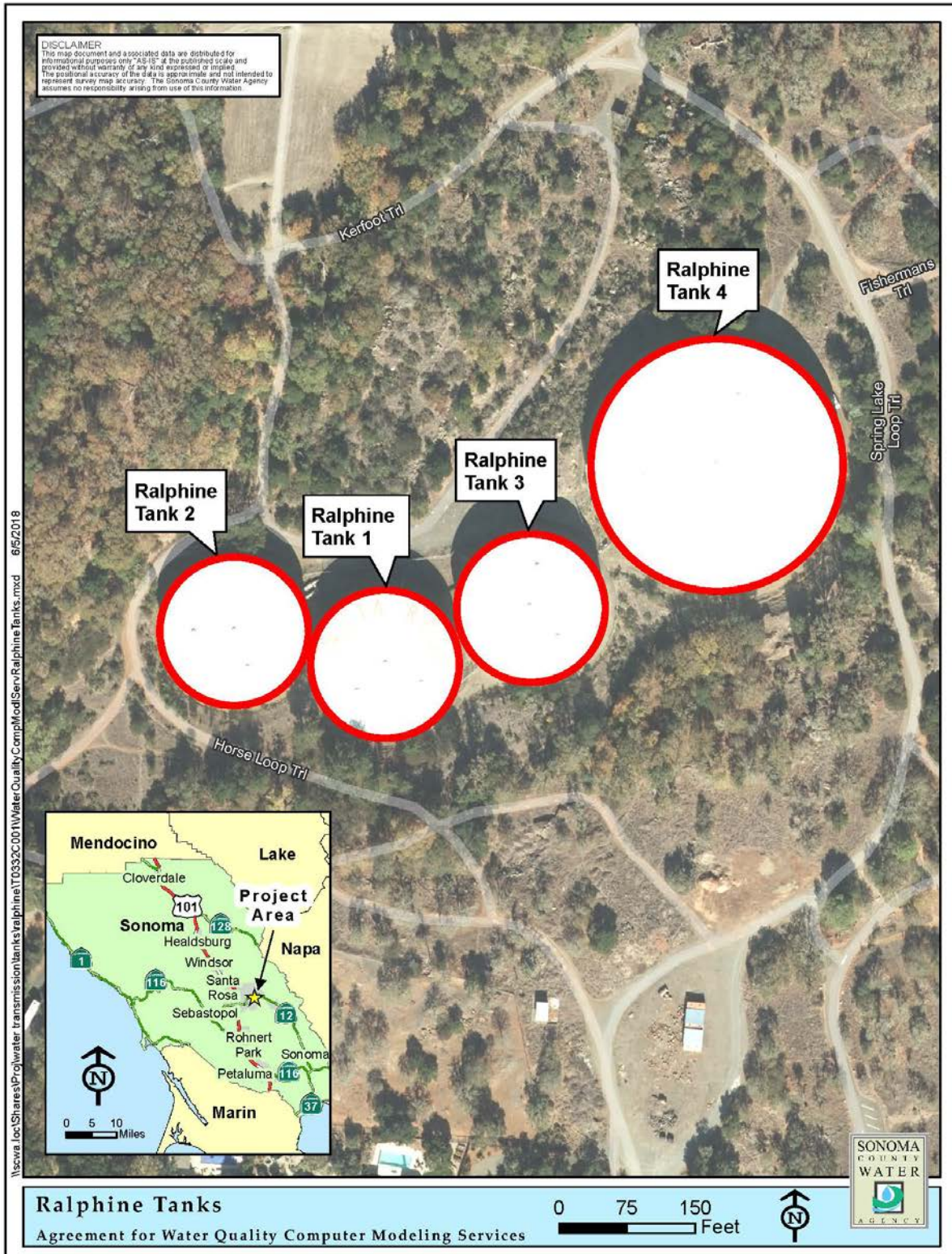
## Exhibit C

### Estimated Budget for Scope of Work

<b>Schaaf &amp; Wheeler</b>		<i>Project Manager</i>	<i>Associate Engineer</i>	<i>Subconsultant (including 10% Markup)</i>	<i>Subtotal</i>
	Hourly Rate	\$230	\$185		
Task 1	Site Visit, Kickoff Meeting, and Data Review	6	6		\$ 2,490
Task 2	Hydraulic Evaluation	8	16		\$ 4,800
Task 3	Temperature Monitoring	4	2	\$ 27,500	\$ 28,790
Task 4	CFD Modeling				-
4A	Data Review	6	2	\$ 3,200	\$ 4,950
4B	Model Construction	4		\$ 23,200	\$ 24,120
4C	As-Built Analysis	4		\$ 12,320	\$ 13,240
4D	Proposed Modifications	4	2	\$ 7,920	\$ 9,210
4E	Analysis of Results from CFD Modeling	6	2	\$ 4,400	\$ 6,150
4F	Reporting	6	2	\$ 8,800	\$ 10,550
Task 5	Technical Memorandum	12	24		\$ 7,200
Task 6	Optional Task	8		\$ 24,640	\$ 26,480
	<b>TOTAL</b>	<b>68</b>	<b>56</b>	<b>\$ 111,980</b>	<b>\$ 137,980</b>

# Exhibit D

## Map



# Exhibit E

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

1.3. Automobile Liability Insurance

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

1.4. 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 Consultant’s services include: (1) programming, customization, or maintenance of software: or (2) access to individuals’ private, personally identifiable information, the insurance shall cover:
  - i. Breach of privacy; breach of data; programming errors, failure of work to meet contracted standards, and unauthorized access; and
  - ii. Claims against Consultant arising from the negligence of Consultant, Consultant’s employees and Consultant’s subcontractors.



- d. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
  - e. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
  - f. Required Evidence of Insurance: Certificate of Insurance specifying the limits and the claims-made retroactive date.
- 1.5. Standards for Insurance Companies
- a. Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.
- 1.6. Documentation
- a. The Certificate of Insurance must include the following reference: TW 17/18-132.
  - 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, 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.

**BOARD OF SUPERVISORS**

**AGENDA ADDENDUM**

**SEPTEMBER 11, 2018**

**CONSENT CALENDAR**

**THE FOLLOWING ITEMS HAVE BEEN REMOVED FROM THE AGENDA:**

**AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT**

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

16. Graton Community Park Matching Grant Project:  
Adopt a resolution of the Board of Directors of the Sonoma County Agricultural Preservation and Open Space District making certain findings, approving a grant of up to \$103,124 for the Graton Community Park Matching Grant Project, authorizing the acquisition of a conservation easement and recreation covenant, and authorizing and directing the General Manager to take all other actions necessary to establish a conservation easement, recreation covenant and grant agreement. (Fifth District)

**APPOINTMENTS/REAPPOINTMENTS**

40. Approve the Reappointment of Gary Saperstein to the Sonoma County Tourism Board, effective July 1, 2018 and expiring on July 1, 2020. (First District)



## 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 Directors of the Sonoma County Agricultural Preservation and Open Space District

**Board Agenda Date:** September 11, 2018

**Vote Requirement:** Majority

**Department or Agency Name(s):** Sonoma County Agricultural Preservation and Open Space District

**Staff Name and Phone Number:**

Jennifer Kuszmar, 565-7266  
Misti Arias, 565-7264

**Supervisorial District(s):**

5

**Title:** River Lane Matching Grant Project

### Recommended Actions:

Adopt a resolution of the Board of Directors of the Sonoma County Agricultural Preservation and Open Space District making certain findings, approving a grant of up to \$35,000 for the River Lane Matching Grant Project, authorizing the acquisition of a conservation easement and recreation covenant, and authorizing and directing the General Manager to take all other actions necessary to establish a conservation easement, recreation covenant and grant agreement.

### Executive Summary:

During the 2016 Matching Grant Program cycle, the Board of Directors accepted the Russian River Recreation and Parks District's grant application to acquire property in the unincorporated community of Vacation Beach near Guerneville to become a public park. The Sonoma County Agricultural Preservation and Open Space District is proposing to execute a \$35,000 Matching Grant Agreement for the River Lane project with the Russian River Recreation and Parks District, an independent special district. The grant will be used for acquisition costs for a 0.67-acre property along the Russian River that will provide permanent public access to the River ("Project"). To protect Sonoma County Agricultural Preservation and Open Space District's investment, it will receive a Conservation Easement that will ensure that the conservation values of the property, such as urban open space, natural resources, recreation and education, and scenic values will be preserved in perpetuity. Sonoma County Agricultural Preservation and Open Space District will also receive a Recreation Covenant to ensure that the property remains open to the public in perpetuity.

### Discussion:

#### Background

The Sonoma County Agricultural Preservation and Open Space District (Ag + Open Space) offers a competitive Matching Grant Program (Program) for projects that provide urban open space, creek restoration and enhancement, community recreation, and/or public access opportunities within and

near incorporated areas and other urbanized areas of Sonoma County. The Program is specifically authorized by the Expenditure Plan that was approved by the voters of Sonoma County in connection with the approval of Measure F in 2006.

In 2016, the Russian River Recreation and Parks District (RRRPD) submitted an application to the Program to acquire a 0.67-acre parcel that contains a naturally occurring beach, historically used by residents and visitors for river access.

### **Property**

The property is currently owned by the Sweetwater Springs Water District and is located at 17448 River Lane in the community of Vacation Beach, near Guerneville (Property). The Property has been used as an informal public access point to the Russian River for several decades. The land is currently vacant and consists of a naturally occurring beach as well as dense riparian vegetation with several oak, redwood and bay trees. A footpath leads to the Russian River from a circular driveway near River Lane.

### **Matching Grant Program Project**

The RRRPD plans to acquire the Property to permanently protect and maintain public access to the Russian River for low-intensity recreation. Limited improvements to the property would include signage and trash receptacles. The RRRPD will manage the vegetation on-site year-round and will patrol the Property weekly for trash removal and inspection. The River Lane access would be the fourth river access point owned and managed by the RRRPD.

### **Matching Grant Agreement**

As required under the Program guidelines, the Matching Grant Agreement requires that the Grantee provide at least a one-to-one funding match. RRRPD will expend \$39,000 as its match for the acquisition related costs.

Ag + Open Space's funding will be used for acquisition costs. Under the terms of the Matching Grant Agreement, the RRRPD must expend all matching funds for acquisition by October 25, 2019.

### **Conservation Easement**

In accordance with the Program Guidelines, all grant recipients are required to grant a Conservation Easement to Ag + Open Space. The Conservation Easement will protect the urban open space, natural resources, recreation and education, and scenic values of the property in perpetuity by limiting use to public recreation and prohibiting all other subdivision and development.

### **Recreation Covenant**

When Ag + Open Space funds are used to create public parks, recipients are required to execute a Recreation Covenant, which assures that the property will be available for public outdoor recreation in perpetuity.

### **Conformance with Adopted Plans**

#### Russian River Recreation and Park District Master Plan

The acquisition of the River Lane property is consistent with the many goals of the RRRPD to provide recreation opportunities for residents within the Park District Boundaries. In particular, Goal 4 of Master

Plan is to “acquire, conserve and enhance natural areas in open space within the park district.” This acquisition will further the objectives of the RRRPD to provide recreation opportunities to its residents.

#### Sonoma County General Plan

The Project is consistent with the Sonoma County General Plan. Specifically, the Project implements several policies and objectives of the Russian River Planning Area outlined in the Sonoma County General Plan 2020, including the support of acquisition of conservation easements or fee title by Ag + Open Space of designated Biotic Habitat Areas and the support of non-regulatory programs for protection of riparian functions. Further, the Project is consistent with the several policies and objectives of the Open Space and Resource Conservation Element outlined in the Sonoma County General Plan 2020, including establishment of a countywide park and trail system that meets future recreational needs of the County’s residents.

#### Expenditure Plan

The grant is consistent with the Ag + Open Space Expenditure Plan because it supports a recreation and open space project near urbanized communities in Sonoma County which will link those communities to the Russian River.

#### Connecting Communities and the Land, A Long-Range Acquisition Plan

The grant is consistent with Ag + Open Space’s Long-Range Acquisition Plan in furthering the Recreation and Education Objective to “work with partners to create and expand parks as part of a connected system of recreational lands.” This project is a partnership with special independent district committed to providing recreation opportunities along the Russian River.

#### **California Environmental Quality Act**

As a component of the Matching Grant Agreement, the RRRPD will need to provide Ag + Open Space with evidence of compliance with CEQA prior to disbursing funds. A Notice of Exemption will be filed for the acquisition of the Conservation Easement and the Recreation Covenant. The District’s acquisition of the Conservation Easement and Recreation Covenants over the Property is categorically exempt from CEQA because the acquisition is not a project as defined in Section 15378 of Title 14 of the California Code of Regulations; alternatively it is exempt pursuant to Section 15317 of Title 14 of the California Code of Regulations because the purpose of the acquisition is to maintain the open space character of the area; and alternatively, it is exempt pursuant to Section 15325 (a) and (f) of Title 14 of the California Code of Regulations because the purpose of the acquisition is to preserve the existing natural conditions and open space for park purposes, respectively.

#### **Sonoma County Open Space Fiscal Oversight Commission Review**

On July 19, 2018 the Sonoma County Open Space Fiscal Oversight Commission approved Resolution No. 2018-007, determining that RRRPD’s appraisal for the property is consistent with the Ag + Open Space guidelines and standards and that Ag + Open Space is not paying more than fair market value for the Conservation Easement and Recreation Covenant that will be received as a condition of the funding provided for the Project.

**2016 Matching Grant Program Budget**

On October 25, 2016, the Board of Directors accepted seven projects totaling \$3,408,124 into the 2016 Program. The \$35,000 in funding for this project is budgeted for Fiscal Year 2018-2019.

**Recommendation**

Adopt a resolution of the Board of Directors of the Sonoma County Agricultural Preservation and Open Space District:

1. Determining that the Project is consistent with the Sonoma County General Plan 2020 and the Sonoma County Agricultural Preservation and Open Space District’s Expenditure Plan;
2. Authorizing execution of a Matching Grant Agreement with the Russian River Recreation and Parks District, pursuant to which a \$35,000 grant will be made to the Russian River Recreation and Parks District for the Project;
3. Authorizing execution and acceptance of a Conservation Easement and Recreation Covenant;
4. Dedicating the conservation easement to open space purposes pursuant to Public Resources Code Section 5540; and
5. Directing the filing of a Notice of Exemption under the California Environmental Quality Act for the acquisition of the conservation easement pursuant to Title 14 of the California Code of Regulations Sections 15378, 15317, and 15325 (a) and (f).

**Prior Board Actions:**

October 25, 2016: Board of Directors of the Agricultural and Open Space District accepted River Lane project into the Program. *Board Action #19*

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

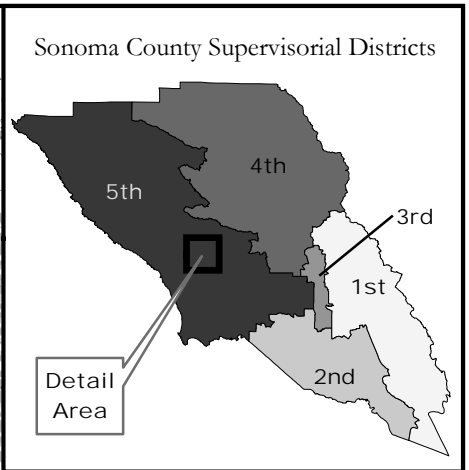
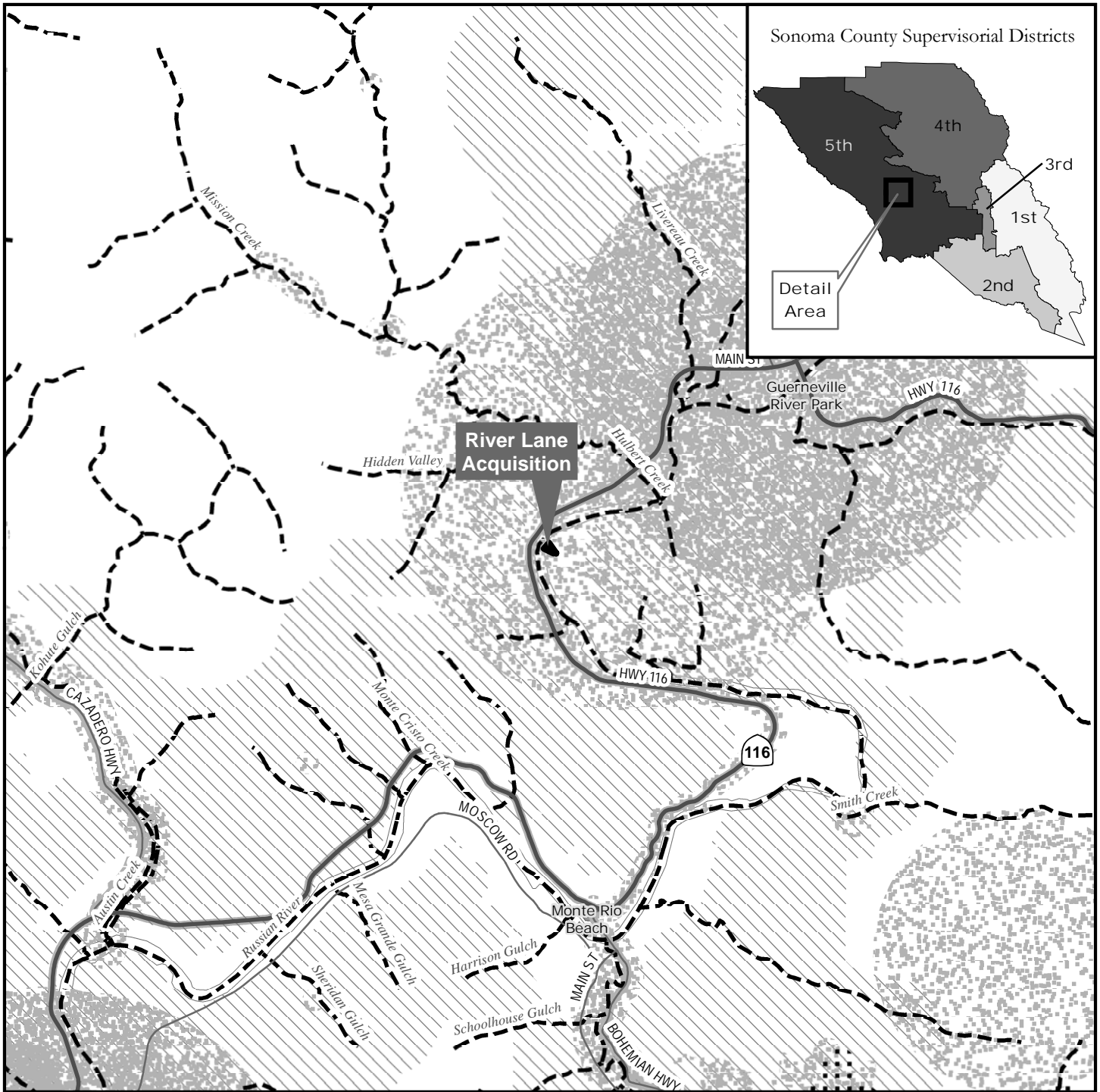
The project will promote a healthy community by providing a new park space in a geographically underserved community.

<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 18-19 Adopted</b>	<b>FY 19-20 Projected</b>	<b>FY 20-21 Projected</b>
Budgeted Expenses	\$35,000	\$0	\$0
Additional Appropriation Requested			
<b>Total Expenditures</b>	<b>\$35,000</b>		
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal			
Fees/Other	\$35,000		
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>	<b>\$35,000</b>		
<b>Narrative Explanation of Fiscal Impacts:</b>			
There are adequate appropriations in the FY18-19 budget for this matching grant.			
<b>Staffing Impacts</b>			
<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A – I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
<ol style="list-style-type: none"> <li>1. General Plan Location Map</li> <li>2. Location Map</li> <li>3. Site Map</li> <li>4. Project Structure Map</li> <li>5. Resolution</li> </ol>			



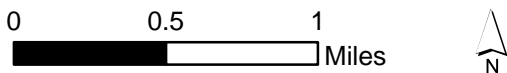
**Related Items “On File” with the Clerk of the Board:**

1. Matching Grant Agreement
2. Conservation Easement
3. Recreation Covenant
4. Notice of Exemption



# River Lane Acquisition

## LOCATION / GENERAL PLAN MAP



Map Date: 8/8/2018  
 Sources: Sonoma County GIS Group;  
 Sonoma County General Plan 2020,  
 Open Space and Resource  
 Conservation Element.  
 This map is for illustrative  
 purposes only.

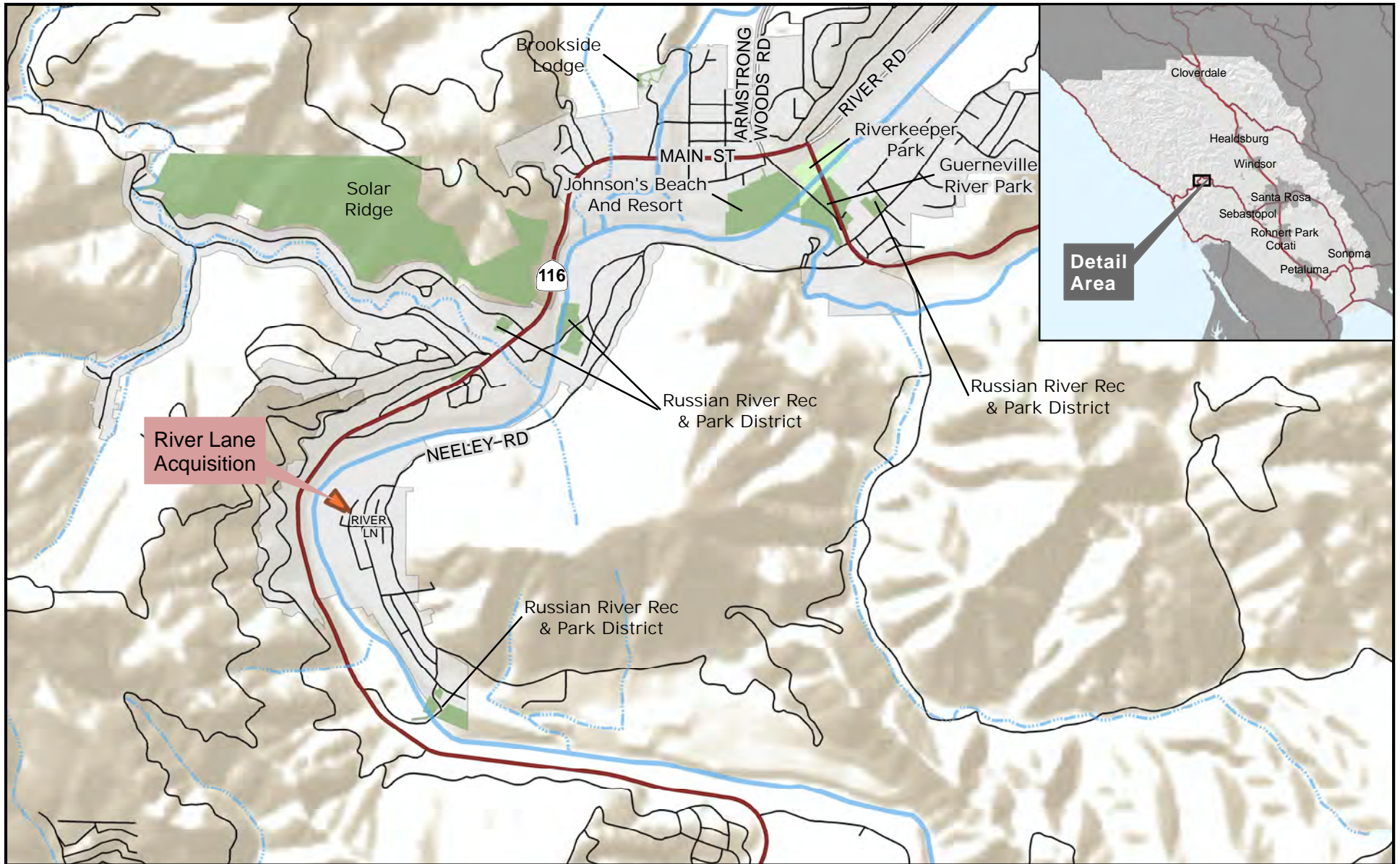
### Open Space and Resource Conservation Element

- River Lane Acquisition
- Incorporated City Land
- District Holding
- Public Land
- SCENIC RESOURCES**
- Community Separator \*
- Scenic Landscape Unit
- Scenic Corridor
- OUTDOOR RECREATION**
- Planned Future Park \*

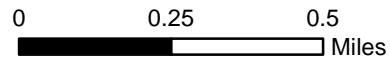
### BIOTIC RESOURCES

- Riparian Corridor
- Special Status Species Habitat
- Marshes and Wetlands
- Sensitive Natural Communities
- Habitat Connectivity Corridor \*

\* Not on this map



# River Lane Acquisition Location Map





- Perennial Waterway
- - - Intermittent Stream
- District Conservation Easement
- Other Protected Land
- River Lane Acquisition
- Urban Service Area

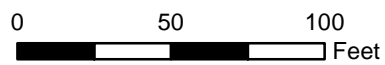
Map Date: 8/8/2018  
 Sources: CPAD (protected lands); SCWA (streams); County GIS (roads, communities)  
 This map is for illustrative purposes; it is not a definitive property description.



**River Lane Acquisition  
MGP Site Map**



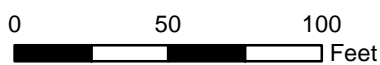
-  River Lane Acquisition
-  Assessor Parcels



Map Date: 8/9/2018  
 Sources: SCWA (streams); County GIS (parcels, roads); Tukman/WSI/UMD/NASA (2013 imagery)  
 This map is for illustrative purposes only; it is not intended to be a definitive property description.



# River Lane Acquisition MGP draft Project Structure Map



-  River Lane Acquisition
-  Building Envelope
-  Assessor Parcel



Map Date: 8/10/2018  
 Sources: County GIS (parcels, roads); Sonoma VegMap (2013 imagery)  
 This map is for illustrative purposes only; it is not intended to be a definitive property description.

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Date: September 11, 2018

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

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4/5 Vote Required

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**Resolution Of the Board Of Directors Of the Sonoma County Agricultural Preservation and Open Space District Making Certain Findings and Approving a \$35,000 Matching Grant to the Russian River Recreation and Parks District For the Acquisition of a Certain 0.67 acre-Property Located at 17448 River Lane in the Unincorporated Area of Sonoma County; Authorizing Execution of a Matching Grant Agreement; Authorizing Execution and Acceptance of a Conservation Easement and Recreation Covenant; Delegating Certain Duties to the General Manager and Directing the Filing of a Notice of Exemption under the California Environmental Quality Act.**

**Whereas**, the Sonoma County Agricultural Preservation and Open Space District (“the District”) offers a competitive Matching Grant Program (“the Program”) for projects that provide urban open space, creek restoration and enhancement, community recreation, and/or public access opportunities within and near incorporated areas and other urbanized areas of Sonoma County; and

**Whereas**, the Program requires applicants to provide a matching contribution for the project funding; and

**Whereas**, on March 16, 2016, the Board of Directors of Russian River Recreation and Parks District authorized the submission of a Matching Grant Program application for the acquisition of a 0.67-acre park in the unincorporated community of Vacation Beach near Guerneville (“the Property”) through Resolution 2016-3-16; and

**Whereas**, the Property, once in public ownership, will provide permanent public access to the Russian River for low-intensity recreation (“the Project”); and

**Whereas**, on October 25, 2016, the District’s Board of Directors approved the the joint recommendation from staff and the District’s Advisory Committee to accept the Project application and approve up to \$35,000 in funding towards the Project contingent upon the execution of a Matching Grant Agreement; and

**Whereas**, as a condition of funding, the Russian River Recreation and Parks District must

Resolution #

Date:

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grant the District a Conservation Easement and a Recreation Covenant on the Property, pursuant to which the Russian River Recreation and Parks District will accept the affirmative obligation to protect the conservation values of the Property and to use, operate and maintain the Property for public outdoor recreation in perpetuity.

**Now, Therefore, Be It Resolved** that this Board of Directors hereby finds, determines, declares, and orders as follows:

1. **Truth in Recitals.** That the foregoing recitations are true and correct.
2. **General Plan Consistency.** That the Project is consistent with the Sonoma County General Plan 2020, specifically the Open Space and Resource Conservation element, specifically OSRC Goal 17.
3. **Expenditure Plan Consistency.** That the Project is consistent with the Sonoma County Agricultural Preservation and Open Space District's Expenditure Plan, as it states that sales tax monies may be spent on urban open space and recreation projects within and near incorporated areas and other urbanized areas of Sonoma County, including, but not limited to creek restoration and enhancement, trails, athletic fields, and urban greenspace.
4. **Conservation Easement and Certificate of Acceptance.** That the President is authorized and directed to execute, on behalf of the District, the certain agreement in connection with the Project entitled "Deed of Conservation Easement and Agreement By and Between the Russian River Recreation and Parks District and the Sonoma County Agricultural Preservation and Open Space District" ("Conservation Easement"), together with the certificate of acceptance required by Government Code section 27281.
5. **Recreation Covenant and Certificate of Acceptance.** That the President is authorized and directed to execute, on behalf of the District, the certain agreement in connection with the Project entitled "River Lane Recreation Conservation Covenant" ("Recreation Covenant"), together with the Certificate of Acceptance required by Government Code section 27281.
6. **Authority to Sign Grant Agreement.** That the District's General Manager is authorized to execute that certain agreement in connection with the Project entitled "River Lane Matching Grant Agreement" between the Sonoma County Agricultural Preservation and Open Space District and the Russian River Recreation and Parks District, a non-profit corporation. ("Matching Grant Agreement").
7. **Payment of Grant Funds.** That, subject to the provisions of the Matching Grant Agreement, at the request of the General Manager, the County Auditor shall draw a

Resolution #

Date:

Page 3

warrant or warrants against available funds in the District's Land Acquisition Fund in amounts, cumulatively, not to exceed \$35,000.

All expenditures under this Paragraph 7 are subject to the following:

- i. No expenditures shall be made until the Conservation Easement is fully executed and delivered to the District for recording in the office of the Sonoma County Recorder.
- ii. No expenditures shall be made until the Matching Grant Agreement is fully executed.
- iii. Expenditures shall be made only upon a determination by the District's General Manager, or his designee, that the expenditure is for reimbursement of the Project's costs that are reasonable and necessary to the District Grant Project as approved.
- iv. The District's General Manager is hereby authorized to approve and pay claims that are submitted and reviewed in accordance with this Resolution, and the Matching Grant Agreement, and that he finds to have been reasonably and necessarily incurred in connection with the Project as approved.

**8. Delegation to Finalize and Record Documents.** That the General Manager is authorized to make technical, non-substantive changes in the Matching Grant Agreement, Conservation Easement, and Recreation Covenant with the prior approval of the District's Counsel. The General Manager is further authorized and directed to record with the Sonoma County Recorder the Conservation Easement and the Recreation Covenant and to deliver conformed copies of these documents, bearing evidence of recording, to the Clerk of the Board of Directors.

**9. Dedication.** That the Conservation Easement to be acquired is hereby dedicated to open space purposes pursuant to Public Resources Code Section 5540.

**10. California Environmental Quality Act.** The District's acquisition of the Conservation Easement and Recreation Covenant over the Property is categorically exempt from CEQA because the acquisition is not a project as defined in Section 15378 of Title 14 of the California Code of Regulations; alternatively it is exempt pursuant to Section 15317 of Title 14 of the California Code of Regulations because the purpose of the acquisition is to maintain the open space character of the area; and alternatively, it is exempt pursuant to Section 15325 (a) and (f) of Title 14 of the California Code of Regulations because the purpose of the acquisition is to preserve the existing natural conditions and open space for park purposes, respectively.



Resolution #

Date:

Page 4

**11. Posting.** Immediately upon adoption of this resolution, the General Manager is directed to file with the County Clerk and the County Clerk is directed to post and to maintain the posting of a notice of exemption pursuant to Public Resources Code Section 21152.

**Supervisors:**

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 18**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** September 11, 2018

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Cathy Patton (707) 565-2073  
Dana Shern (707) 565-3229

**Supervisorial District(s):**

**Title:** Quarterly Treasury Financial Report

### **Recommended Actions:**

Review and accept the quarterly Treasury Financial Report for the period of April 1 through June 31, 2018.

### **Executive Summary:**

In accordance with California Government Code Section 53646, the County Treasurer provides quarterly investment reports of Pooled Investment Funds to the Board of Supervisors, to any local agency participating in the fund, and to the Treasury Oversight Committee. The Government Code requires the County Treasurer to certify that sufficient cash flow is available for the next six months to meet the expected demands of all pool participants.

The attached report outlines the current investments of the pool, their market values, weighted average maturity and yields. The report also includes the Treasurer's certification of adequate cash flow.

### **Discussion:**

The Pooled Investment Fund (Fund) is comprised of deposits from multiple public sector agencies throughout the County of Sonoma. The largest participants of the Fund are: School Districts at 40.2%, Trust Funds at 22.49%, and Special Districts at 14.25%.

With the primary investment objective being the preservation of capital (in other words, protecting against losses), deposits are strategically invested to provide a reasonable return, pending their use for governmental purposes. A secondary objective is to provide sufficient liquidity to meet all reasonably anticipated operating requirements. And finally, the third objective is to attain a rate of return through budgetary and economic cycles, consistent with the risk limitation, prudent investment principles and cash flow characteristics mentioned above.

In order to meet these three objectives the Fund is invested in high credit quality debt securities with the majority of the maturities under 5 years as proscribed by California Government Code Section 53601. The bulk of the investments held by the Fund are comprised of debt from: U.S. Treasury, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation and the Federal Farm Credit and Federal Home Loan Banks. As the two primary objectives are safety of capital and liquidity, the interest rate earned by the Fund is commensurate with other funds comprised of investments with high credit quality and relatively short maturities.

The County’s rate of return on investments has historically exceeded that of the Local Agency Investment Fund, which is an investment alternative for California local governments and is in line with the County averages rate of return for those Counties with similar sized Funds. Also of note is the use of an outside Treasury consultant who reviews the Fund investments and advises on the reasonableness of the market value, credit risk, maturity distribution and interest rate of return. The use of an outside consultant is to provide an unbiased opinion regarding the Fund activities to the Treasury, Treasury Oversight Committee, Board of Supervisors and taxpayers

	Quarter Ending June 30, 2018
Beginning Fund Balance	\$2,322,067,324
Ending Fund Balance	\$2,463,236,937
Average Daily Fund Balance	\$2,445,780,996
Total Interest Earned (after fees)	\$9,908,847
Interest Rate (after fees)	1.625
Interest Rate (before fees)	1.691
<b>TOTAL FUNDS MANAGED BY TREASURY</b> <i>(including tobacco endowment, PACE bond investments, active bank accounts and money in transit)</i>	<b>\$2,473,176,475</b>

Staff respectfully submits the quarterly investment report for the quarter ending June 30, 2018, and the Treasurer certifies that the Fund allows for adequate cash flow.

**Prior Board Actions:**

Quarterly, with the last 4 reports being presented to the Board on June 5, 2018; February 27, 2018; December 5, 2017; and September 12, 2017.

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

The quarterly reporting on the County’s investment pool provides transparency to the public as well as member agencies, and reflects strong management of the funds that is consistent with the investment objectives.

<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 18-19 Adopted</b>	<b>FY 19-20 Projected</b>	<b>FY 20-21 Projected</b>
Budgeted Expenses			
Additional Appropriation Requested			
<b>Total Expenditures</b>			
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>			
<b>Narrative Explanation of Fiscal Impacts:</b>			
There is no fiscal impact associated with this item. The interest earnings attributable to the County General Fund's proportionate share of the Investment Pool Fund is included in the FY 18-19 adopted budget.			
<b>Staffing Impacts</b>			
<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A – I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
Quarterly Report and Certification of the County Treasurer – Quarter Ending June 30, 2018.			
<b>Related Items "On File" with the Clerk of the Board:</b>			
None.			

**QUARTERLY REPORT AND CERTIFICATION  
OF THE COUNTY TREASURER  
For Quarter Ending June 30, 2018**

The Government Code requires the County Treasurer to render a Quarterly Report to the County Administrator, the Board of Supervisors, the County Auditor, the Treasury Oversight Committee, and the participants of the Treasury Pool.

The Quarterly Report shall state compliance of the portfolio to the County Investment Policy and denote the ability of the pool to meet its pool's expenditures for the next six months, or provide an explanation as to why sufficient money shall or may not be available.

**COMPLIANCE CERTIFICATION**

I certify that the investments of the Sonoma County Investment Pool are in compliance with the County Investment Policy.

I further certify that the pool has sufficient cash flow available to meet all budgeted expenditure requirements for the next six months.



\_\_\_\_\_  
Erick Roeser  
Treasurer  
County of Sonoma

**SONOMA COUNTY POOLED INVESTMENT PROGRAM  
For Quarter Ending June 30, 2018**

BEGINNING FUND BALANCE (01/01/2018)	\$2,322,067,324
ENDING FUND BALANCE	\$2,463,236,937
AVERAGE DAILY FUND BALANCE	\$2,445,780,996
TOTAL INTEREST EARNED (after fees)	\$9,908,847
INTEREST RATE (after fees)	1.625
INTEREST RATE (before fees)	1.691

**TOTAL FUNDS MANAGED BY TREASURY**

TOTAL TREASURY BALANCE (including tobacco endowment, PACE bond investments, active bank accounts and money in transit)	\$2,473,176,475
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**SONOMA COUNTY QUARTERLY INVESTMENT REPORT**  
**For Quarter Ending June 30, 2018**

**INVESTMENT POOL YIELD:**

The yield during this quarter is 1.691% before fees and 1.625% after fees.

**MARKET VALUE:**

The market value of the portfolio as of June 30, 2018, is at 99.19% of cost. The market values are up from the last Quarterly Report. Market values were obtained from SunGard Financial Systems and Bloomberg.

**REVERSE REPURCHASE AGREEMENTS:**

The pool has no reverse repurchase agreements.

**WEIGHTED AVERAGE MATURITY:**

The weighted average days to maturity is 533 days.

Excluding SCEIP investments, the weighted average days to maturity is 502 days.

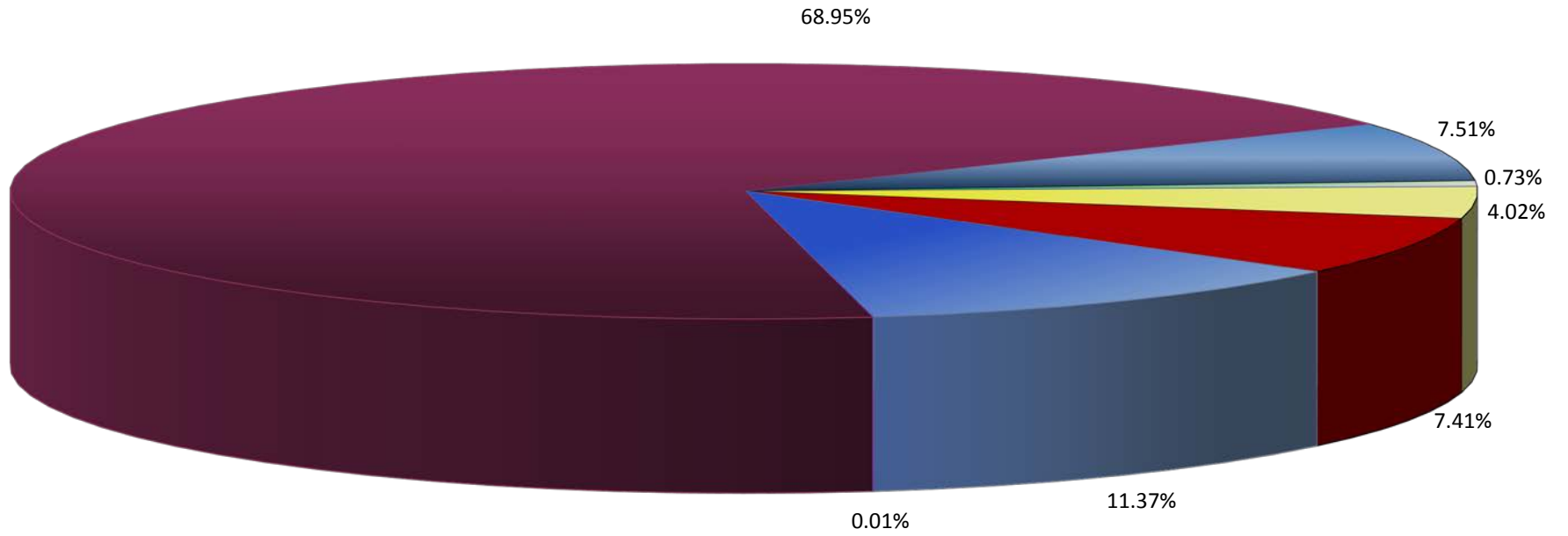
**CHARTS:**

- Chart 1:** The composition of the Investment Pool by the type of investment.  
**Chart 2:** Interest earnings of the Sonoma County Investment Pool compared to FED FUNDS and Local Agency Investment Fund.

**DETAILED LISTING OF INVESTMENTS:**

A detailed listing of all investments for the Pooled Investment Fund is located at the end of this report.

# SONOMA COUNTY'S POOLED INVESTMENTS AS OF 06/30/2018



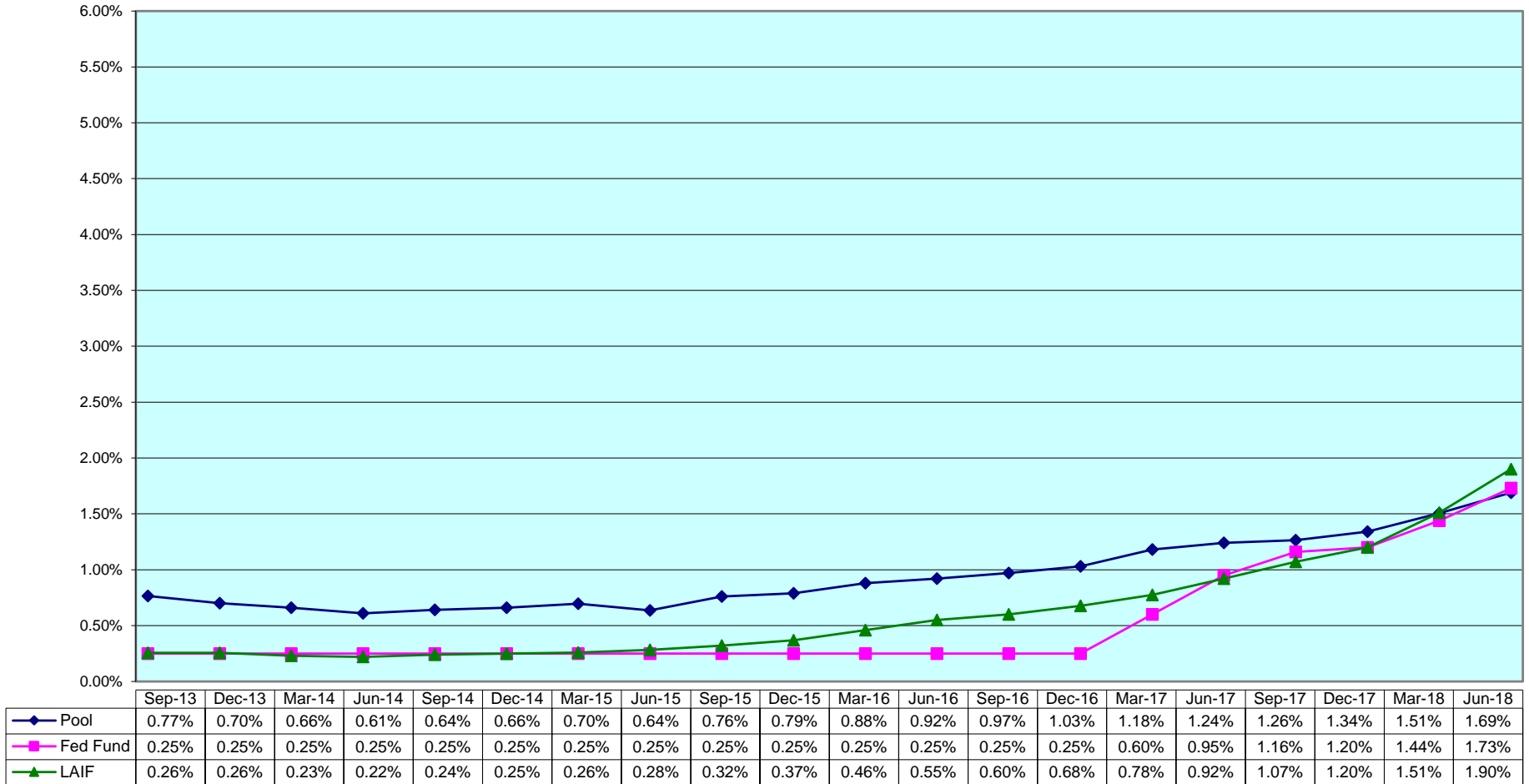
■ GOVERNMENT POOLS & JPA's  
■ CASH, CHECKS, AND WARRANTS  
■ NEGOTIABLE CERTIFICATES OF DEPOSIT

■ OTHER GOVERNMENTS  
■ MONEY MARKET MUTUAL FUNDS

■ TREASURY BILLS AND NOTES  
■ CORPORATE NOTES AND BONDS



### SONOMA COUNTY TREASURER INVESTMENT POOL QUARTERLY YIELD COMPARISON



\*This does not include special TRAN investments & deferred compensation  
 Source: County of Sonoma, Office of the Auditor-Controller-Treasurer-Tax Collector

**SONOMA COUNTY POOLED INVESTMENTS  
AS OF 06/30/2018**

**BOOK VALUE**

CHECKS AND WARRANTS IN TRANSIT	\$2,607,636
CASH IN VAULT	\$99,846
CASH IN BANK	\$15,607,991
TREASURY BILLS AND NOTES	\$184,880,493
BANKERS ACCEPTANCES	\$0
OTHER GOVERNMENTS	\$1,698,440,005
COMMERCIAL PAPER	\$0
CORPORATE BONDS AND NOTES	\$182,485,232
NEGOTIABLE CERTIFICATES OF DEPOSIT	\$280,000,000
OTHER GOVERNMENT POOLS AND JPA'S	\$79,442
MONEY MARKET MUTUAL FUNDS	\$99,036,291
<b>TOTAL</b>	<b>\$2,463,236,937</b>

**SONOMA COUNTY TREASURY POOLED INVESTMENT INVENTORY  
AS OF JUNE 30, 2018**



Description	Maturity Date	Purchase Date	Coupon Rate	Trading Yield	Current Par / Shares	Current Book / Shares
TREASURY NOTES	07/31/2018	08/30/2017	.75000	1.20880	10,000,000.00	9,996,257.00
TREASURY NOTES	09/15/2018	10/05/2017	1.00000	1.35890	25,000,000.00	24,981,499.09
TREASURY NOTES	10/31/2018	10/31/2016	.75000	.87242	25,000,000.00	24,989,881.22
TREASURY NOTES	10/31/2018	11/18/2016	.75000	1.02578	25,000,000.00	24,977,242.81
TREASURY NOTES	11/30/2018	12/12/2016	1.00000	1.11673	50,000,000.00	49,976,018.44
TREASURY NOTES	02/28/2019	03/08/2017	1.12500	1.32567	25,000,000.00	24,967,267.59
TREASURY NOTES	10/15/2019	10/31/2016	1.00000	1.02417	25,000,000.00	24,992,326.87
<b>SUBTOTAL TREASURY BILLS AND NOTES</b>		<b>7.51%</b>			<b>185,000,000.00</b>	<b>184,880,493.02</b>
SONOMA COUNTY WATER	07/01/2018	10/29/2015	1.25000	1.15031	395,000.00	395,000.00
FEDERAL FARM CREDIT BANK	07/05/2018	07/05/2016	.78000	.78000	5,000,000.00	5,000,000.00
FEDERAL FARM CREDIT BANK	07/05/2018	07/05/2016	.78000	.78000	10,000,000.00	10,000,000.00
FEDERAL FARM CREDIT BANK	07/18/2018	04/18/2016	1.00000	1.00000	10,000,000.00	10,000,000.00
FHLMC	07/27/2018	10/27/2015	1.00000	1.00000	10,000,000.00	10,000,000.00
FHLMC	07/27/2018	10/27/2015	1.00000	1.00000	15,000,000.00	15,000,000.00
FHLMC	07/27/2018	04/28/2016	1.00000	1.00000	15,000,000.00	15,000,000.00
FHLMC	07/27/2018	05/05/2016	1.00000	1.00000	12,000,000.00	12,000,000.00
FHLMC	07/27/2018	07/27/2016	.85000	.84293	25,000,000.00	25,000,124.66
FEDERAL NATL MTG ASSN	07/27/2018	07/27/2016	.94000	.94000	12,500,000.00	12,500,000.00
FEDERAL HOME LOAN BANK	08/07/2018	07/15/2016	.62500	.78725	25,000,000.00	24,995,933.93
FHLMC	08/10/2018	05/10/2016	1.00000	1.00000	20,000,000.00	20,000,000.00
FHLMC	08/15/2018	01/25/2017	1.00000	1.14496	35,000,000.00	34,993,805.55
FHLMC	08/17/2018	05/17/2016	1.12500	1.12500	10,000,000.00	10,000,000.00
FEDERAL FARM CREDIT BANK	08/23/2018	05/23/2016	1.00000	1.00000	20,000,000.00	20,000,000.00
GOLD RIDGE RCD	08/31/2018	05/30/2018	2.30000	2.30000	600,000.00	600,000.00
UNION ELEMENTARY SD	09/01/2018	07/15/2016	2.00700	1.00016	500,000.00	500,842.34
FHLMC	09/28/2018	06/28/2016	1.05000	1.05000	10,250,000.00	10,250,000.00
FEDERAL NATL MTG ASSN	09/28/2018	09/30/2015	1.15000	1.15000	10,000,000.00	10,000,000.00
FEDERAL NATL MTG ASSN	09/28/2018	09/30/2015	1.15000	1.15000	10,000,000.00	10,000,000.00
FEDERAL FARM CREDIT BANK	10/05/2018	07/15/2016	.96000	.82337	10,000,000.00	10,003,546.80
FEDERAL NATL MTG ASSN	10/26/2018	07/26/2016	1.00000	1.00000	8,000,000.00	8,000,000.00
FEDERAL NATL MTG ASSN	10/29/2018	10/30/2015	1.10000	1.10000	15,000,000.00	15,000,000.00
FEDERAL FARM CREDIT BANK	11/16/2018	11/16/2016	.89000	.97214	20,000,000.00	19,993,863.73
FEDERAL FARM CREDIT BANK	12/28/2018	04/01/2016	1.19000	1.21806	10,000,000.00	9,998,651.35
FEDERAL HOME LOAN BANK	01/03/2019	01/03/2017	1.32000	1.32000	15,000,000.00	15,000,000.00
FEDERAL HOME LOAN BANK	01/30/2019	01/30/2018	1.65000	1.65000	10,000,000.00	10,000,000.00
FEDERAL FARM CREDIT BANK	02/11/2019	02/11/2016	1.20000	1.20000	5,000,000.00	5,000,000.00
FHLMC	02/15/2019	02/15/2017	1.30000	1.30000	15,000,000.00	15,000,000.00
FEDERAL HOME LOAN BANK	02/25/2019	03/02/2017	1.25000	1.38451	15,000,000.00	14,987,044.54
FEDERAL NATL MTG ASSN	03/29/2019	09/30/2015	1.30000	1.30000	10,000,000.00	10,000,000.00
FEDERAL FARM CREDIT BANK	04/17/2019	04/17/2017	1.32000	1.35997	25,000,000.00	24,992,193.83
FEDERAL HOME LOAN BANK	04/18/2019	04/18/2017	1.32000	1.36099	25,000,000.00	24,991,967.60
FEDERAL HOME LOAN BANK	04/29/2019	04/29/2016	1.25000	1.25000	15,000,000.00	15,000,000.00
FHLMC	05/24/2019	05/27/2016	1.12500	1.12500	10,000,000.00	10,000,000.00
FEDERAL FARM CREDIT BANK	06/05/2019	06/05/2017	1.39000	1.39000	15,000,000.00	15,000,000.00
FEDERAL FARM CREDIT BANK	06/06/2019	06/06/2016	1.30000	1.30000	20,000,000.00	20,000,000.00
FEDERAL FARM CREDIT BANK	06/06/2019	11/06/2017	1.60000	1.60000	15,000,000.00	15,000,000.00
FHLMC	06/14/2019	06/14/2017	1.40000	1.40000	10,000,000.00	10,000,000.00
CDC NOTE 2018 SERIE	06/15/2019	06/15/2018	2.30000	2.30000	3,360,000.00	3,360,000.00
FHLMC	06/28/2019	12/30/2016	1.50000	1.50000	15,000,000.00	15,000,000.00
FHLMC	06/28/2019	12/30/2016	1.50000	1.50000	20,000,000.00	20,000,000.00
FEDERAL NATL MTG ASSN	06/28/2019	06/28/2016	1.20000	1.20000	12,500,000.00	12,500,000.00
FEDERAL NATL MTG ASSN	06/28/2019	06/28/2016	1.20000	1.20000	8,450,000.00	8,450,000.00
SONOMA COUNTY WATER	07/01/2019	10/29/2015	1.50000	1.40037	405,000.00	405,392.44

**SONOMA COUNTY TREASURY POOLED INVESTMENT INVENTORY  
AS OF JUNE 30, 2018**



Description	Maturity Date	Purchase Date	Coupon Rate	Trading Yield	Current Par / Shares	Current Book / Shares
FEDERAL FARM CREDIT BANK	07/05/2019	07/05/2016	1.02000	1.02000	10,000,000.00	10,000,000.00
FEDERAL FARM CREDIT BANK	07/05/2019	07/07/2016	1.08000	1.08000	25,000,000.00	25,000,000.00
FHLMC	07/26/2019	04/26/2017	1.50000	1.50000	15,000,000.00	15,000,000.00
FEDERAL NATL MTG ASSN	07/26/2019	07/26/2016	1.10000	1.10000	7,500,000.00	7,500,000.00
FEDERAL NATL MTG ASSN	07/26/2019	08/10/2016	1.12500	1.15459	15,000,000.00	14,995,341.66
FEDERAL FARM CREDIT BANK	07/29/2019	10/29/2015	1.34000	1.34000	10,000,000.00	10,000,000.00
CONTRA COSTA CNTY R	08/01/2019	08/30/2017	1.50000	1.60039	3,025,000.00	3,021,770.29
FEDERAL NATL MTG ASSN	08/02/2019	12/01/2016	1.26000	1.41880	25,000,000.00	24,957,711.76
FEDERAL NATL MTG ASSN	08/23/2019	08/30/2016	1.15000	1.17532	15,000,000.00	14,995,735.50
SCEIP 2009A-10	09/02/2019	07/01/2009	3.00000	3.00000	9,733.67	9,733.67
SCEIP 2009B-10	09/02/2019	08/03/2009	3.00000	3.00000	9,770.86	9,770.86
SCEIP 2009C-10	09/02/2019	09/01/2009	3.00000	3.00000	16,652.07	16,652.07
SCEIP 2009D-10	09/02/2019	10/01/2009	3.00000	3.00000	167,303.61	167,303.61
FEDERAL FARM CREDIT BANK	09/12/2019	09/12/2017	1.37500	1.37500	10,000,000.00	10,000,000.00
FEDERAL FARM CREDIT BANK	09/13/2019	12/13/2016	1.49000	1.49000	15,000,000.00	15,000,000.00
FEDERAL FARM CREDIT BANK	09/13/2019	12/13/2016	1.49000	1.49000	15,000,000.00	15,000,000.00
FEDERAL FARM CREDIT BANK	09/27/2019	12/27/2016	1.55000	1.55000	10,000,000.00	10,000,000.00
CA STATE GO	10/01/2019	05/18/2018	2.25000	2.50010	4,550,000.00	4,549,420.29
FHLMC	11/22/2019	06/01/2017	1.50000	1.50624	17,490,000.00	17,488,522.83
FEDERAL NATL MTG ASSN	11/25/2019	11/28/2016	1.25000	1.30127	20,000,000.00	19,985,934.08
FEDERAL NATL MTG ASSN	11/25/2019	11/29/2016	1.40000	1.51332	20,000,000.00	19,969,026.56
FEDERAL FARM CREDIT BANK	11/25/2019	05/25/2016	1.30000	1.30000	10,000,000.00	10,000,000.00
FHLMC	11/26/2019	05/26/2016	1.35000	1.40141	6,500,000.00	6,495,437.53
FEDERAL HOME LOAN BANK	12/02/2019	12/02/2016	1.50000	1.50000	15,000,000.00	15,000,000.00
FEDERAL HOME LOAN BANK	12/13/2019	12/13/2017	1.80000	1.80000	15,000,000.00	15,000,000.00
FHLMC	12/27/2019	03/27/2017	1.62500	1.70007	8,500,000.00	8,490,798.01
FEDERAL FARM CREDIT BANK	01/06/2020	01/06/2017	1.72000	1.72000	15,000,000.00	15,000,000.00
FEDERAL HOME LOAN BANK	01/23/2020	01/23/2018	2.09000	2.09000	10,000,000.00	10,000,000.00
FEDERAL NATL MTG ASSN	01/27/2020	01/31/2017	1.70000	1.71204	25,000,000.00	24,995,388.40
FEDERAL FARM CREDIT BANK	02/18/2020	05/18/2016	1.36000	1.36000	10,000,000.00	10,000,000.00
FEDERAL HOME LOAN BANK	03/20/2020	03/20/2018	2.40000	2.40000	10,000,000.00	10,000,000.00
FEDERAL HOME LOAN BANK	03/27/2020	12/27/2017	2.00000	2.00000	10,000,000.00	10,000,000.00
FEDERAL FARM CREDIT BANK	04/03/2020	04/03/2018	2.43000	2.43000	5,000,000.00	5,000,000.00
FEDERAL FARM CREDIT BANK	04/03/2020	04/03/2018	2.43000	2.43000	10,000,000.00	10,000,000.00
FHLMC	04/13/2020	04/13/2017	1.80000	1.80000	20,000,000.00	20,000,000.00
FEDERAL FARM CREDIT BANK	04/13/2020	04/13/2018	2.37500	2.40257	10,000,000.00	9,995,226.48
FEDERAL HOME LOAN BANK	04/27/2020	10/28/2016	1.30000	1.30000	10,000,000.00	10,000,000.00
FEDERAL HOME LOAN BANK	05/28/2020	05/21/2018	2.62500	2.62892	15,000,000.00	14,998,866.67
FEDERAL FARM CREDIT BANK	06/01/2020	12/01/2016	1.65000	1.65000	20,000,000.00	20,000,000.00
FEDERAL FARM CREDIT BANK	06/11/2020	06/11/2018	2.55000	2.57240	10,000,000.00	9,995,778.74
FEDERAL FARM CREDIT BANK	06/11/2020	06/11/2018	2.55000	2.56989	10,000,000.00	9,996,251.44
FEDERAL HOME LOAN BANK	06/12/2020	12/12/2017	2.00000	2.00000	20,000,000.00	20,000,000.00
FEDERAL HOME LOAN BANK	06/26/2020	08/30/2017	1.62500	1.62500	15,000,000.00	15,000,000.00
FHLMC	06/29/2020	12/29/2017	2.00000	2.00000	15,000,000.00	15,000,000.00
SONOMA COUNTY WATER	07/01/2020	10/29/2015	1.75000	1.65038	225,000.00	225,430.70
FEDERAL FARM CREDIT BANK	08/02/2020	05/03/2018	2.62500	2.62500	15,000,000.00	15,000,000.00
FEDERAL FARM CREDIT BANK	08/14/2020	11/15/2017	1.84000	1.84000	10,000,000.00	10,000,000.00
SCEIP 2009E-10	09/02/2020	11/02/2009	3.00000	3.00000	18,279.10	18,279.10
SCEIP 2009F-10	09/02/2020	12/01/2009	3.00000	3.00000	24,049.14	24,049.14
SCEIP 2010A-10	09/02/2020	01/04/2010	3.00000	3.00000	19,354.59	19,354.59
SCEIP 2010B-10	09/02/2020	02/01/2010	3.00000	3.00000	16,066.75	16,066.75
SCEIP 2010C-10	09/02/2020	03/01/2010	3.00000	3.00000	50,033.52	50,033.52
SCEIP 2010D-10	09/02/2020	04/01/2010	3.00000	3.00000	10,775.11	10,775.11
SCEIP 2010E-10	09/02/2020	05/03/2010	3.00000	3.00000	14,499.60	14,499.60
SCEIP 2010F-10	09/02/2020	06/01/2010	3.00000	3.00000	63,957.44	63,957.44

**SONOMA COUNTY TREASURY POOLED INVESTMENT INVENTORY  
AS OF JUNE 30, 2018**



Description	Maturity Date	Purchase Date	Coupon Rate	Trading Yield	Current Par / Shares	Current Book / Shares
SCEIP 2010G-10	09/02/2020	06/30/2010	3.00000	3.00000	56,721.52	56,721.52
SCEIP 2010H-10	09/02/2020	08/02/2010	3.00000	3.00000	25,485.28	25,485.28
SCEIP 2010I-10	09/02/2020	09/01/2010	3.00000	3.00000	8,409.69	8,409.69
FEDERAL HOME LOAN BANK	09/29/2020	03/29/2018	2.50000	2.50000	15,000,000.00	15,000,000.00
FEDERAL FARM CREDIT BANK	10/13/2020	10/13/2016	1.34000	1.34000	17,000,000.00	17,000,000.00
FEDERAL FARM CREDIT BANK	10/13/2020	10/13/2016	1.34000	1.34000	3,000,000.00	3,000,000.00
FEDERAL NATL MTG ASSN	10/30/2020	10/30/2017	1.80000	1.80000	5,000,000.00	5,000,000.00
FEDERAL NATL MTG ASSN	11/09/2020	11/09/2017	1.95000	1.95000	10,000,000.00	10,000,000.00
FEDERAL FARM CREDIT BANK	12/07/2020	12/07/2016	1.77000	1.77000	20,000,000.00	20,000,000.00
FEDERAL HOME LOAN BANK	12/11/2020	12/11/2017	2.00000	2.00000	10,000,000.00	10,000,000.00
FHLMC	12/18/2020	12/18/2017	2.00000	2.00000	10,000,000.00	10,000,000.00
FEDERAL HOME LOAN BANK	12/28/2020	12/28/2016	1.87500	1.87500	10,000,000.00	10,000,000.00
FHLMC	12/29/2020	03/29/2018	2.62500	2.62500	15,000,000.00	15,000,000.00
FEDERAL HOME LOAN BANK	01/29/2021	01/29/2018	2.20000	2.20000	13,000,000.00	13,000,000.00
FHLMC	02/16/2021	11/16/2017	2.00000	2.00000	15,000,000.00	15,000,000.00
FEDERAL FARM CREDIT BANK	03/08/2021	03/08/2018	2.60000	2.60000	10,000,000.00	10,000,000.00
FEDERAL FARM CREDIT BANK	03/12/2021	06/13/2017	1.80000	1.83217	13,000,000.00	12,989,235.56
FEDERAL FARM CREDIT BANK	03/29/2021	03/29/2018	2.71000	2.72398	15,000,000.00	14,994,514.59
FEDERAL FARM CREDIT BANK	04/09/2021	04/10/2018	2.67000	2.70005	6,725,000.00	6,720,148.37
FEDERAL FARM CREDIT BANK	04/12/2021	04/12/2016	1.62000	1.62000	15,000,000.00	15,000,000.00
FEDERAL NATL MTG ASSN	04/13/2021	04/13/2018	2.50000	2.55993	15,000,000.00	14,976,059.66
FHLMC	04/19/2021	04/19/2018	2.70000	2.70000	20,000,000.00	20,000,000.00
FEDERAL HOME LOAN BANK	04/26/2021	04/26/2016	1.70000	1.70000	7,250,000.00	7,250,000.00
FEDERAL FARM CREDIT BANK	06/02/2021	06/02/2016	1.69000	1.69000	10,000,000.00	10,000,000.00
FHLMC	06/09/2021	06/09/2016	1.60000	1.60000	5,500,000.00	5,500,000.00
FEDERAL NATL MTG ASSN	06/22/2021	06/25/2018	2.75000	2.75812	20,000,000.00	19,995,425.25
FEDERAL HOME LOAN BANK	09/01/2021	09/01/2016	1.55000	1.55522	15,000,000.00	14,997,621.80
SCEIP 2010J-10	09/02/2021	10/01/2010	3.00000	3.00000	7,021.68	7,021.68
SCEIP 2010L-10	09/02/2021	12/01/2010	3.00000	3.00000	81,647.63	81,647.63
SCEIP 2011A-10	09/02/2021	01/03/2011	3.00000	3.00000	4,920.35	4,920.35
SCEIP 2011B-10	09/02/2021	02/01/2011	3.00000	3.00000	17,876.60	17,876.60
SCEIP 2011C-10	09/02/2021	03/01/2011	3.00000	3.00000	27,268.94	27,268.94
SCEIP 2011D-10	09/02/2021	04/01/2011	3.00000	3.00000	117,414.44	117,414.44
SCEIP 2011E-10	09/02/2021	05/02/2011	3.00000	3.00000	12,090.76	12,090.76
SCEIP 2011F-10	09/02/2021	06/01/2011	3.00000	3.00000	22,883.76	22,883.76
SCEIP 2011G-10	09/02/2021	06/30/2011	3.00000	3.00000	11,948.56	11,948.56
SCEIP 2011H-10	09/02/2021	08/01/2011	3.00000	3.00000	39,735.75	39,735.75
SCEIP 2011I-10	09/02/2021	09/01/2011	3.00000	3.00000	44,314.58	44,314.58
FEDERAL FARM CREDIT BANK	09/20/2021	09/20/2017	1.84000	1.84000	5,000,000.00	5,000,000.00
FEDERAL HOME LOAN BANK	10/06/2021	10/06/2016	1.54000	1.54000	10,000,000.00	10,000,000.00
FEDERAL FARM CREDIT BANK	11/15/2021	11/20/2017	2.09000	2.09000	10,000,000.00	10,000,000.00
FEDERAL FARM CREDIT BANK	12/21/2021	12/21/2017	2.23000	2.23000	15,000,000.00	15,000,000.00
FEDERAL FARM CREDIT BANK	02/14/2022	02/14/2018	2.73000	2.73000	5,800,000.00	5,800,000.00
FHLMC	02/23/2022	05/23/2018	3.00000	3.00000	15,000,000.00	15,000,000.00
FEDERAL HOME LOAN BANK	05/03/2022	05/03/2018	3.00000	3.00000	20,000,000.00	20,000,000.00
SCEIP 2011J-10	09/02/2022	10/03/2011	3.00000	3.00000	2,616.38	2,616.38
SCEIP 2011K-10	09/02/2022	11/01/2011	3.00000	3.00000	29,359.67	29,359.67
SCEIP 2012A-10	09/02/2022	01/03/2012	3.00000	3.00000	2,794.12	2,794.12
SCEIP 2012B-10	09/02/2022	02/01/2012	3.00000	3.00000	5,543.21	5,543.21
SCEIP 2012C-10	09/02/2022	03/01/2012	3.00000	3.00000	6,625.16	6,625.16
SCEIP 2012D-10	09/02/2022	04/02/2012	3.00000	3.00000	7,010.76	7,010.76
SCEIP 2012G-10	09/02/2022	06/29/2012	3.00000	3.00000	4,226.35	4,226.35
SCEIP 2012H-10	09/02/2022	08/01/2012	3.00000	3.00000	8,798.20	8,798.20
FEDERAL FARM CREDIT BANK	10/11/2022	10/11/2017	2.16000	2.16000	5,000,000.00	5,000,000.00
FEDERAL FARM CREDIT BANK	10/12/2022	04/12/2018	3.00000	3.00000	5,000,000.00	5,000,000.00

**SONOMA COUNTY TREASURY POOLED INVESTMENT INVENTORY  
AS OF JUNE 30, 2018**



Description	Maturity Date	Purchase Date	Coupon Rate	Trading Yield	Current Par / Shares	Current Book / Shares
FEDERAL NATL MTG ASSN	10/13/2022	10/31/2017	2.20000	2.21597	20,000,000.00	19,987,016.03
FEDERAL NATL MTG ASSN	10/19/2022	04/19/2018	3.00000	3.00000	10,000,000.00	10,000,000.00
FEDERAL NATL MTG ASSN	10/27/2022	10/27/2017	2.25000	2.25000	10,000,000.00	10,000,000.00
FEDERAL NATL MTG ASSN	10/27/2022	10/27/2017	2.25000	2.25000	10,000,000.00	10,000,000.00
FHLMC	11/28/2022	11/30/2017	2.32000	2.32000	7,860,000.00	7,860,000.00
FEDERAL HOME LOAN BANK	12/05/2022	12/05/2017	2.37500	2.37500	10,000,000.00	10,000,000.00
FHLMC	12/28/2022	12/28/2017	2.50000	2.50321	3,300,000.00	3,299,555.13
FHLMC	12/28/2022	12/28/2017	2.50000	2.50321	5,000,000.00	4,999,325.97
FHLMC	12/28/2022	12/28/2017	2.50000	2.50000	15,000,000.00	15,000,000.00
FEDERAL FARM CREDIT BANK	01/30/2023	01/30/2018	2.66000	2.66000	10,000,000.00	10,000,000.00
FHLMC	02/23/2023	02/28/2018	2.75000	2.75000	10,000,000.00	10,000,000.00
FEDERAL FARM CREDIT BANK	04/18/2023	04/18/2018	3.00000	3.00000	15,000,000.00	15,000,000.00
FHLMC	04/27/2023	04/27/2018	3.05000	3.05000	10,000,000.00	10,000,000.00
FHLMC	05/15/2023	05/15/2018	3.20000	3.20436	15,000,000.00	14,997,077.22
SCEIP 2012J-10	09/02/2023	11/01/2012	3.00000	3.00000	41,301.07	41,301.07
SCEIP 2012K-10	09/02/2023	12/03/2012	3.00000	3.00000	5,937.76	5,937.76
SCEIP 2013A-10	09/02/2023	01/02/2013	3.00000	3.00000	6,605.66	6,605.66
SCEIP 2013C-10	09/02/2023	03/01/2013	3.00000	3.00000	15,734.92	15,734.92
SCEIP 2013E-10	09/02/2023	05/01/2013	3.00000	3.00000	6,609.04	6,609.04
SCEIP 2013H-10	09/02/2023	08/01/2013	3.00000	3.00000	25,509.31	25,509.31
SCEIP 2013I-10	09/02/2023	09/03/2013	3.00000	3.00000	22,481.26	22,481.26
SCEIP 2013J-10	09/02/2024	10/01/2013	3.00000	3.00000	81,615.98	81,615.98
SCEIP 2013L-10	09/02/2024	12/02/2013	3.00000	3.00000	19,016.25	19,016.25
SCEIP 2014A-10	09/02/2024	01/02/2014	3.00000	3.00000	31,396.38	31,396.38
SCEIP 2014B-10	09/02/2024	02/03/2014	3.00000	3.00000	13,264.09	13,264.09
SCEIP 2014C-10	09/02/2024	03/03/2014	3.00000	3.00000	36,263.24	36,263.24
SCEIP 2014D-10	09/02/2024	04/01/2014	3.00000	3.00000	5,080.12	5,080.12
SCEIP 2014F-10	09/02/2024	06/02/2014	3.00000	3.00000	2,651.69	2,651.69
SCEIP 2014H-10	09/02/2024	08/01/2014	3.00000	3.00000	33,731.32	33,731.32
SCEIP 2014I-10	09/02/2024	09/02/2014	3.00000	3.00000	4,432.27	4,432.27
SCEIP 2014J-10	09/02/2025	10/01/2014	3.00000	3.00000	4,308.38	4,308.38
SCEIP 2014K-10	09/02/2025	11/03/2014	3.00000	3.00000	29,874.82	29,874.82
SCEIP 2014L-10	09/02/2025	12/01/2014	3.00000	3.00000	22,050.41	22,050.41
SCEIP 2015A-10	09/02/2025	01/05/2015	3.00000	3.00000	25,203.97	25,203.97
SCEIP 2015C-10	09/02/2025	03/02/2015	3.00000	3.00000	3,271.09	3,271.09
SCEIP 2015F-10	09/02/2025	06/01/2015	3.00000	3.00000	9,270.65	9,270.65
SCEIP 2015H-10	09/02/2025	08/03/2015	3.00000	3.00000	18,188.80	18,188.80
SCEIP 2015I-10	09/02/2025	09/02/2015	3.00000	3.00000	14,947.42	14,947.42
SCEIP 2015J-10	09/02/2026	10/01/2015	3.00000	3.00000	41,179.12	41,179.12
SCEIP 2015K-10	09/02/2026	11/02/2015	3.00000	3.00000	59,528.55	59,528.55
SCEIP 2015L-10	09/02/2026	12/01/2015	3.00000	3.00000	37,538.91	37,538.91
SCEIP 2016B-10	09/02/2026	02/01/2016	3.00000	3.00000	31,470.10	31,470.10
SCEIP 2016D-10	09/02/2026	04/01/2016	3.00000	3.00000	18,383.66	18,383.66
SCEIP 2016G-10	09/02/2026	06/30/2016	3.00000	3.00000	230,840.95	230,840.95
SCEIP 2016H-10	09/02/2026	08/01/2016	3.00000	3.00000	2,507.47	2,507.47
SCEIP 2016I-10	09/02/2026	09/02/2016	3.00000	3.00000	58,125.35	58,125.35
SCEIP 2016K-10	09/02/2027	11/01/2016	3.00000	3.00000	82,572.04	82,572.04
SCEIP 2016L-10	09/02/2027	12/01/2016	3.00000	3.00000	21,615.30	21,615.30
SCEIP 2017A-10	09/02/2027	01/03/2017	3.00000	3.00000	19,454.46	19,454.46
SCEIP 2017B-10	09/02/2027	02/01/2017	3.00000	3.00000	57,849.87	57,849.87
SCEIP 2017D-10	09/02/2027	04/03/2017	3.00000	3.00000	14,888.80	14,888.80
SCEIP 2017F-10	09/02/2027	06/01/2017	3.00000	3.00000	26,105.17	26,105.17
SCEIP 2017I-10	09/02/2027	09/05/2017	3.00000	3.00000	9,646.39	9,646.39
SCEIP 2017J-10	09/02/2028	10/02/2017	3.00000	3.00000	173,129.69	173,129.69
SCEIP 2017L-10	09/02/2028	12/01/2017	3.00000	3.00000	95,166.74	95,166.74

**SONOMA COUNTY TREASURY POOLED INVESTMENT INVENTORY  
AS OF JUNE 30, 2018**



Description	Maturity Date	Purchase Date	Coupon Rate	Trading Yield	Current Par / Shares	Current Book / Shares
SCEIP 2018C-10	09/02/2028	03/02/2018	3.00000	3.00000	20,437.21	20,437.21
SCEIP 2018D-10	09/02/2028	04/02/2018	3.00000	3.00000	83,797.83	83,797.83
SCEIP 2018F-10	09/02/2028	06/01/2018	3.00000	3.00000	18,712.35	18,712.35
SCEIP 2018G-10	09/02/2028	06/29/2018	3.00000	3.00000	94,551.23	94,551.23
SCEIP 2009B-20	09/02/2029	06/01/2009	3.00000	3.00000	69,025.94	69,025.94
SCEIP 2009C-20	09/02/2029	07/01/2009	3.00000	3.00000	88,031.17	88,031.17
SCEIP 2009D-20	09/02/2029	08/03/2009	3.00000	3.00000	264,060.98	264,060.98
SCEIP 2009E-20	09/02/2029	09/01/2009	3.00000	3.00000	2,192,912.40	2,192,912.40
SCEIP 2009F-20	09/02/2029	10/01/2009	3.00000	3.00000	713,470.63	713,470.63
SCEIP 2009G-20	09/02/2030	11/02/2009	3.00000	3.00000	381,847.38	381,847.38
SCEIP 2009H-20	09/02/2030	12/01/2009	3.00000	3.00000	1,284,363.70	1,284,363.70
SCEIP 2010A-20	09/02/2030	01/04/2010	3.00000	3.00000	1,008,504.20	1,008,504.20
SCEIP 2010B-20	09/02/2030	02/01/2010	3.00000	3.00000	917,899.61	917,899.61
SCEIP 2010C-20	09/02/2030	03/01/2010	3.00000	3.00000	721,302.04	721,302.04
SCEIP 2010D-20	09/02/2030	04/01/2010	3.00000	3.00000	580,179.02	580,179.02
SCEIP 2010E-20	09/02/2030	05/03/2010	3.00000	3.00000	612,299.87	612,299.87
SCEIP 2010F-20	09/02/2030	06/01/2010	3.00000	3.00000	851,766.29	851,766.29
SCEIP 2010G-20	09/02/2030	06/30/2010	3.00000	3.00000	592,243.70	592,243.70
SCEIP 2010H-20	09/02/2030	08/02/2010	3.00000	3.00000	358,857.90	358,857.90
SCEIP 2010I-20	09/02/2030	09/01/2010	3.00000	3.00000	633,687.95	633,687.95
SCEIP 2010J-20	09/02/2031	10/01/2010	3.00000	3.00000	356,731.04	356,731.04
SCEIP 2010K-20	09/02/2031	11/01/2010	3.00000	3.00000	490,671.78	490,671.78
SCEIP 2010L-20	09/02/2031	12/01/2010	3.00000	3.00000	468,575.94	468,575.94
SCEIP 2011A-20	09/02/2031	01/03/2011	3.00000	3.00000	349,572.32	349,572.32
SCEIP 2011B-20	09/02/2031	02/01/2011	3.00000	3.00000	473,795.82	473,795.82
SCEIP 2011C-20	09/02/2031	03/01/2011	3.00000	3.00000	341,254.18	341,254.18
SCEIP 2011D-20	09/02/2031	04/01/2011	3.00000	3.00000	400,261.49	400,261.49
SCEIP 2011E-20	09/02/2031	05/02/2011	3.00000	3.00000	276,739.37	276,739.37
SCEIP 2011F-20	09/02/2031	06/01/2011	3.00000	3.00000	332,847.94	332,847.94
SCEIP 2011G-20	09/02/2031	06/30/2011	3.00000	3.00000	524,091.75	524,091.75
SCEIP 2014F-20	09/02/2034	06/02/2014	3.00000	3.00000	74,135.40	74,135.40
SCEIP 2014G-20	09/02/2034	06/30/2014	3.00000	3.00000	188,467.55	188,467.55
SCEIP 2014H-20	09/02/2034	08/01/2014	3.00000	3.00000	122,830.13	122,830.13
SCEIP 2014I-20	09/02/2034	09/02/2014	3.00000	3.00000	141,575.17	141,575.17
SCEIP 2014J-20	09/02/2035	10/01/2014	3.00000	3.00000	134,034.72	134,034.72
SCEIP 2014K-20	09/02/2035	11/03/2014	3.00000	3.00000	130,530.29	130,530.29
SCEIP 2014L-20	09/02/2035	12/01/2014	3.00000	3.00000	75,212.60	75,212.60
SCEIP 2015A-20	09/02/2035	01/05/2015	3.00000	3.00000	152,289.10	152,289.10
SCEIP 2015B-20	09/02/2035	02/02/2015	3.00000	3.00000	92,875.97	92,875.97
SCEIP 2015C-20	09/02/2035	03/02/2015	3.00000	3.00000	188,129.52	188,129.52
SCEIP 2015D-20	09/02/2035	04/01/2015	3.00000	3.00000	123,614.75	123,614.75
SCEIP 2015E-20	09/02/2035	05/01/2015	3.00000	3.00000	63,253.07	63,253.07
SCEIP 2015F-20	09/02/2035	06/01/2015	3.00000	3.00000	85,639.47	85,639.47
<b>SUBTOTAL OTHER GOVERNMENTS</b>		<b>68.95%</b>			<b>1,698,684,018.09</b>	<b>1,698,440,005.38</b>
TORONTO DOMINION	07/02/2018	10/06/2017	1.58000	1.58000	25,000,000.00	25,000,000.00
SOCIETE GENERALE	07/31/2018	09/13/2017	1.51000	1.51000	25,000,000.00	25,000,000.00
BANK OF NOVA SCOTIA	09/04/2018	12/08/2017	1.84000	1.84000	30,000,000.00	30,000,000.00
BNP PARIBAS	09/24/2018	03/27/2018	2.45000	2.45000	25,000,000.00	25,000,000.00
BANK OF NOVA SCOTIA	10/01/2018	01/05/2018	1.94000	1.94000	20,000,000.00	20,000,000.00
BANK OF MONTREAL	10/01/2018	04/03/2018	2.40000	2.40000	20,000,000.00	20,000,000.00
BANK OF NOVA SCOTIA	01/04/2019	04/09/2018	2.50000	2.50000	25,000,000.00	25,000,000.00
UBS AG STAMFORD	02/25/2019	05/30/2018	2.51000	2.51000	35,000,000.00	35,000,000.00
TORONTO DOMINION	02/28/2019	02/28/2018	2.45000	2.45000	20,000,000.00	20,000,000.00

**SONOMA COUNTY TREASURY POOLED INVESTMENT INVENTORY  
AS OF JUNE 30, 2018**



Description	Maturity Date	Purchase Date	Coupon Rate	Trading Yield	Current Par / Shares	Current Book / Shares
BNP PARIBAS	05/08/2019	05/08/2018	2.64000	2.64000	25,000,000.00	25,000,000.00
BNP PARIBAS	06/21/2019	06/21/2018	2.66000	2.66000	30,000,000.00	30,000,000.00
<b>SUBTOTAL NEGOTIABLE CERTIFICATES OF DEPOSIT</b>			<b>11.37%</b>		<b>280,000,000.00</b>	<b>280,000,000.00</b>
TOYOTA	10/25/2018	10/25/2013	3.00954	3.00954	5,000,000.00	5,000,000.00
WELLS FARGO CO MTN	11/28/2018	12/08/2016	1.80000	1.84316	10,000,000.00	9,998,270.83
PEPSI CO	05/02/2019	05/02/2017	1.55000	1.58825	8,000,000.00	7,997,493.15
TOYOTA	05/20/2019	03/05/2018	1.40000	2.44599	25,000,000.00	24,773,130.96
WELLS FARGO CO MTN	05/24/2019	06/14/2016	1.75000	1.48002	15,000,000.00	15,035,394.53
WELLS FARGO CO MTN	05/24/2019	11/01/2017	1.75000	1.81746	15,000,000.00	14,991,034.80
WELLS FARGO CO MTN	05/24/2019	11/22/2017	1.75000	2.01426	20,000,000.00	19,953,456.20
TOYOTA	07/18/2019	04/13/2018	2.12500	2.53541	15,000,000.00	15,011,994.26
APPLE	08/02/2019	09/14/2017	1.10000	1.50033	10,000,000.00	9,957,179.49
MICROSOFT CORP	08/08/2019	03/07/2017	1.10000	1.60415	8,000,000.00	7,956,527.04
WELLS FARGO CO MTN	12/06/2019	12/08/2016	2.96381	2.96381	10,000,000.00	10,000,000.00
WELLS FARGO CO MTN	12/06/2019	12/08/2016	2.15000	2.19789	10,000,000.00	9,993,396.69
WELLS FARGO CO MTN	01/15/2020	03/06/2018	2.40000	2.75000	12,000,000.00	11,971,708.30
TOYOTA	04/17/2020	03/28/2018	1.95000	2.77508	10,000,000.00	9,857,095.08
IBM	02/05/2021	03/28/2018	2.65000	2.85032	10,000,000.00	9,988,550.51
<b>SUBTOTAL CORPORATE NOTES AND BONDS</b>			<b>7.41%</b>		<b>183,000,000.00</b>	<b>182,485,231.84</b>
CAMP	07/01/2018	07/08/2002	2.05597	2.05597	91,918,055.37	91,918,055.37
CAL TRUST MMF	07/01/2018	08/28/2009	1.75311	1.75311	7,118,235.55	7,118,235.55
<b>SUBTOTAL MONEY MARKET MUTUAL FUNDS</b>			<b>4.02%</b>		<b>99,036,290.92</b>	<b>99,036,290.92</b>
LOCAL AGENCY INVESTMENT FUND	07/01/2018	11/04/2002	1.90418	1.90418	79,442.19	79,442.19
<b>SUBTOTAL GOVERNMENT POOLS AND JPA'S</b>			<b>0.00%</b>		<b>79,442.19</b>	<b>79,442.19</b>
<b>CASH IN BANK</b>			<b>0.63%</b>		<b>15,607,991.29</b>	<b>15,607,991.29</b>
<b>CHECK AND WARRANTS IN TRANSIT</b>			<b>0.11%</b>		<b>2,607,636.41</b>	<b>2,607,636.41</b>
<b>CASH IN VAULT</b>			<b>0.00%</b>		<b>99,845.62</b>	<b>99,845.62</b>
<b>GRAND TOTAL</b>			<b>100%</b>		<b>2,464,115,224.52</b>	<b>2,463,236,936.67</b>





## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 19**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** September 11, 2018

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Dawn Calahan (707) 565-3279

**Supervisorial District(s):**

ALL

**Title:** Annual Financing for the Alternative Method of Property Tax Allocation (Teeter Plan) for delinquent property taxes for the fiscal year ending 2017-18

### **Recommended Actions:**

Approve resolution authorizing the \$7,763,800 annual financing used to advance delinquent taxes to taxing jurisdictions in fiscal year 2017-18 and renew the issuance of \$7,010,500 in prior delinquent tax anticipation notes as authorized by the Alternative Method of Property Tax Allocation.

### **Executive Summary:**

In 1949, the State Legislature adopted Revenue and Taxation code sections 4701-4722 which authorized the Alternative Method of Property Tax Allocation. This alternative method was proposed by Mr. Desmond Teeter, the Auditor-Controller for Contra Costa County, and is now commonly referred to as the Teeter Plan. Under the alternative method, counties allocate current secured property tax revenues based on total property tax billed but not yet paid; whereas, the previous cash method only allows allocation of paid secured property taxes. This alternative method provides for more stable and reliable annual property tax revenues, and simplifies the property tax estimation and allocation process. This requested action will allow for the continued operation of the Alternative Method of Property Tax Allocation for another year and has no impact on Teeter revenues currently budgeted in Fiscal Year 2018-2019.

### **Discussion:**

Due to budget shortfalls in the early 1990's, the 1993 State budget included the 1993-94 Educational Revenue Augmentation Fund (ERAF II) shift, which transferred property tax revenues from counties to schools for the second consecutive year. SB742 was passed by the State Legislature and allowed counties that implemented a Teeter Plan to take a one-time credit against the ERAF shift. In June 1993 with the endorsement of taxing jurisdictions, the Sonoma County Board of Supervisors approved the Alternative Method of Property Tax Allocation.

Under the alternative method, taxing jurisdictions, including the County General Fund, receive their portion of current secured taxes that are delinquent at year-end. State law allows these property tax advances to be funded through the issuance of Delinquent Tax Anticipation Notes (Notes). Notes are issued for a term of one year and are renewable for up to ten consecutive one-year terms. As security for the Notes, the County pledges all secured taxes to be collected which were delinquent and advanced to taxing jurisdictions. The principal balance of the Notes is reduced as property owners pay delinquent taxes or from the proceeds of the sale of tax-defaulted properties. Repayment of these Notes can take several years and, under the County's Teeter Plan, the Board of Supervisors (Board) is required to annually approve each year's delinquency Note for the outstanding principal amount. Interest on the Notes is paid from the Tax Loss Reserve Fund.

The Tax Loss Reserve Fund is made up of penalties and interest portion of delinquent secured tax, and is required by state law to maintain a minimum of 1% of the current secured property tax levy to ensure that sufficient funds are available to repay the Notes in the event that the full value of the delinquent taxes are not recovered. In FY 2009-10, the Board adopted a Teeter Policy that established a restricted reserve requirement equal to 2% of the levy. In FY 2015-16, the Board temporarily reduced the reserve target to 1.25% to finance a one-time roads pavement preservation investment with the objective of re-establishing the 2% reserve from the future collection of penalties. In the 2018-19 budget hearings, the Board approved a transfer of \$1.6 million from the Tax Loss Reserve Fund to support the Behavioral Health program. As a result, the Tax Loss Reserve Fund is projected to have a balance of \$15.3 million at June 30, 2019. This projected balance is \$2.6 million greater than the temporarily reduced reserve target of 1.25%; however, is still \$5.1 million short of the 2% reserve policy.

The delinquency rate and delinquent secured tax amount have increased since the last reporting period:

- Delinquent secured taxes totaled \$14.8 million at the start of 2018-19, up from \$13.8 million at the start of 2017-18.
- The secured roll delinquency rate increased from .73% in 2016-17 to .77% in 2017-18.

Interest expense on the Notes is calculated on the outstanding balance of delinquent secured taxes and is estimated to be \$100,000 in 2018-19.

A detailed breakdown of the prior delinquent tax anticipation notes being renewed is included in the Resolution (Attachment 1).

**Prior Board Actions:**

June 29, 1993: Adopted the Alternative Method of Property Tax Allocation. August 31, 1993: Implemented the Alternative Method of Property Tax Allocation & approved financing. Each year thereafter annually approve financing.

**Strategic Plan Alignment**      Not Applicable

<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 18-19 Adopted</b>	<b>FY 19-20 Projected</b>	<b>FY 20-21 Projected</b>
Budgeted Expenses			
Additional Appropriation Requested			
<b>Total Expenditures</b>			
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>			
<b>Narrative Explanation of Fiscal Impacts:</b>			
This financing process has no impact on Teeter revenues currently budgeted in Fiscal Year 2018-19.			
<b>Staffing Impacts</b>			
<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A – I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
Attachment 1- Resolution Authorizing The Issuance Of County Of Sonoma 2018-1 Delinquent Tax Anticipation Note			
Attachment 2- Notes for renewal of Series 2008-1, 2009-1, 2010-1, 2011-1, 2012-1, 2013-1, 2014-1, 2015-1, 2016-1 and 2017-1 Sonoma County Delinquent Tax Anticipation Note and for issuance of Series 2018-1 Delinquent Tax Anticipation Note			
<b>Related Items "On File" with the Clerk of the Board:</b>			



# County of Sonoma

## State of California

Date: September 11, 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 Renewal Of County Of Sonoma Delinquent Tax Anticipation Note Series 2008-1, 2009-1, 2010-01, 2011-1, 2012-1, 2013-1, 2014-1, 2015-1, 2016-1 And 2017-1 In An Aggregate Principal Amount Not To Exceed \$58,600, \$45,600, \$214,400, \$284,500, \$329,100, \$451,300, \$592,400, \$875,200, \$1,620,600 And \$2,538,800 Respectively, And Authorizing The Issuance Of County Of Sonoma 2018-1 Delinquent Tax Anticipation Note In An Aggregate Principal Amount Not To Exceed \$7,763,800.**

**Whereas**, in Resolution No. 93-0954 this Board of Supervisors approved use of the alternative method of property tax allocation specified in Revenue and Taxation Code sections 4701 et seq. (hereinafter referred to as the "Alternate Method"); and

**Whereas**, in Resolution No. 17-0294 the Board of Supervisors authorized the renewal of Series 2007-1, Series 2008-1, Series 2009-1, Series 2010-1, Series 2011-1, Series 2012-1, Series 2013-1, Series 2014-1, Series 2015-1, Series 2016-1, and the issue of Series 2017-1 in amounts not to exceed \$32,200, \$56,800, \$103,600, \$326,000, \$435,600, \$542,500, \$831,700, \$958,000, \$1,371,900, \$2,318,200, and \$6,799,000 respectively, and

**Whereas**, the Board of Supervisors needs to renew Series 2008-1, 2009-1, 2010-1, 2011-1, 2012-1, 2013-1, 2014-1, 2015-1, 2016-1 and 2017-1 for amounts not to exceed \$58,600, \$45,600, \$214,400, \$284,500, \$329,100, \$451,300, \$592,400, \$875,200, \$1,620,600, and \$2,538,800 respectively, and issue Series 2018-1 for an amount not to exceed \$7,763,800.

### **Now, Therefore, Be It Resolved**

1. Renewal of the Notes to Fund Payment of Delinquent Taxes to Jurisdictions. The Board authorizes renewal of the note 2008-1, 2009-1, 2010-1, 2011-1, 2012-1, 2013-1, 2014-1, 2015-1, 2016-1 and 2017-1 for amounts not to exceed \$58,600, \$45,600, \$214,400, \$284,500, \$329,100, \$451,300, \$592,400, \$875,200, \$1,620,600, and \$2,538,800 respectively. Since the County is exercising its option to renew the notes, the County agrees to pay the amount of all interest currently due on the notes prior to the maturity date of August 1, 2019, plus twenty percent

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of the principal amount of the penalty and interest component until such component is repaid. The note shall be for a term of one year, renewable at the option of the County for up to one, two, three, four, five, six, seven, eight, nine and ten one-year terms respectively.

2. Issuance of Series 2018-1 Note to Fund Payment of Fiscal Year 2017-2018 Delinquent Taxes to Jurisdictions. The Board authorizes issuance of a note in an aggregate principal amount not to exceed \$7,763,800 to fund payment of outstanding delinquencies to participating jurisdictions, as anticipated by the Alternate Method. The note shall be for a term of one year, renewable at the option of the County for up to ten one-year terms. The note shall be designated "Sonoma County Delinquent Tax Anticipation Note" (hereinafter "the Note") and is being issued pursuant to the provisions of Government Code sections 53850 - 53858. Interest on the note shall be payable at the average rate paid on investments held by the Sonoma County Treasury (the "Pool" rate).

As security for the note, the County pledges all secured taxes collected which were delinquent as of June 30, 2018, and penalties and interest thereon. As additional security, the County agrees to pay any amounts available from the Tax Loss Reserve Fund should the pledged security described herein be insufficient to satisfy the County's annual obligation on the note. 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 60 days prior written notice. The price for redemption shall be the prorated unpaid balance of principal and accrued interest at the date of redemption without penalty or premium. This Note is not a lien, or liability against the County, or against the Board of Supervisors of the County, or against any property, or funds of the County, or said Board of Supervisors, except as provided in the Resolution, and neither the payment of the principal hereof nor any part thereof, nor of any interest here on, constitutes a debt, liability or obligation of the County except as provided in the Resolution or the Law. The Note is only an obligation of the Special Fund described in the Resolution and is not a general obligation of the County.

3. Authority to Execute Notes. The Chair of the Board of Supervisors who may be in office at the date of the Notes or at the time thereafter prior to the delivery of the Notes to the purchasers thereof is hereby authorized and directed as such officer to sign by his manual signature the Notes and the Clerk of the Board who may be in office at the date of the Notes or any time thereafter prior to such delivery of the Notes is hereby authorized and directed as such officer to countersign by use of her manual signature the Notes. If any officer whose signature or countersignature appears upon the Notes ceases to be an officer of the Board before the delivery of the Notes to the purchasers, his or her signature or countersignature shall nevertheless be valid and of the same force and effect as if he or she had remained such officer.

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**Supervisors:**

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**

**UNITED STATES OF AMERICA  
STATE OF CALIFORNIA  
COUNTY OF SONOMA  
SERIES 2008-1 SONOMA COUNTY  
(SUBJECT TO CALL AND REDEMPTION)  
DELINQUENT TAX ANTICIPATION NOTE**

2018-19 No. \_\_\_\_\_

**\$58,600**

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 (but only out of the funds hereinafter mentioned) to the registered owner the principal sum not to exceed \$58,600 on or before August 1, 2019, and to pay (but only out of said fund) interest on such principal sum from the date hereof at the average rate earned on investments held by the Sonoma County Treasury (the "Pool" rate). The principal amount of the note is composed of secured and supplemental delinquent taxes.

The Note shall be payable in full upon maturity which shall be August 1, 2019; provided, however, that the County may renew said note at the expiration of this period. If the County exercises its option to renew the note, the County agrees to pay on each maturity date at least the amount of all interest currently due on the note.

The principal of this note shall be payable to the registered owner only upon presentation of this note at maturity, or may be prepaid without penalty; and the interest on this note shall be payable as it becomes due to the registered owner. 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 \$58,600, represents the entire note issue of the Series 2008-1 Note issue, and is issued under and pursuant to the laws of the State of California, including the provisions of sections 53850 - 53858, California Government Code, and Revenue and Taxation Code sections 4701 and following, (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.

**This note is not a lien, charge, or liability against the County, or against the Board of Supervisors of the County, or against any property or funds of the County or said Board of Supervisors, except as provided in the Resolution, and neither the payment of the principal hereof nor any part thereof, nor of any interest hereon, constitutes a debt, liability or obligation of the County except as provided in the Resolution or the Law. The Note is only an obligation of the Special Fund described in the Resolution and is not a general obligation of the County.**

**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.**

**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, do not exceed any limit prescribed by the Resolution of the laws of the State of California.**

**Pursuant to Government Code section 53855, this note is subject to call and redemption in whole or in part at any time prior to maturity without penalty or premium by County giving the registered owner 60 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 \_\_\_\_\_, 2018.**

\_\_\_\_\_  
**Chair  
Board of Supervisors**

**ATTEST:**

\_\_\_\_\_  
**Clerk of the Board of  
Supervisors**



**UNITED STATES OF AMERICA  
STATE OF CALIFORNIA  
COUNTY OF SONOMA  
SERIES 2009-1 SONOMA COUNTY  
(SUBJECT TO CALL AND REDEMPTION)  
DELINQUENT TAX ANTICIPATION NOTE**

2018-19 No. \_\_\_\_\_

**\$45,600**

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 (but only out of the funds hereinafter mentioned) to the registered owner the principal sum not to exceed \$45,600 on or before August 1, 2019, and to pay (but only out of said fund) interest on such principal sum from the date hereof at the average rate earned on investments held by the Sonoma County Treasury (the "Pool" rate). The principal amount of the note is composed of secured and supplemental delinquent taxes.

The Note shall be payable in full upon maturity which shall be August 1, 2019; provided, however, that the County may renew said note at the expiration of this period for one consecutive one-year periods. If the County exercises its option to renew the note, the County agrees to pay on each maturity date at least the amount of all interest currently due on the note.

The principal of this note shall be payable to the registered owner only upon presentation of this note at maturity, or may be prepaid without penalty; and the interest on this note shall be payable as it becomes due to the registered owner. 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 \$45,600, represents the entire note issue of the Series 2009-1 Note issue, and is issued under and pursuant to the laws of the State of California, including the provisions of sections 53850 - 53858, California Government Code, and Revenue and Taxation Code sections 4701 and following, (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.

**This note is not a lien, charge, or liability against the County, or against the Board of Supervisors of the County, or against any property or funds of the County or said Board of Supervisors, except as provided in the Resolution, and neither the payment of the principal hereof nor any part thereof, nor of any interest hereon, constitutes a debt, liability or obligation of the County except as provided in the Resolution or the Law. The Note is only an obligation of the Special Fund described in the Resolution and is not a general obligation of the County.**

**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.**

**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, do not exceed any limit prescribed by the Resolution of the laws of the State of California.**

**Pursuant to Government Code section 53855, this note is subject to call and redemption in whole or in part at any time prior to maturity without penalty or premium by County giving the registered owner 60 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 \_\_\_\_\_, 2018.**

\_\_\_\_\_  
**Chair  
Board of Supervisors**

**ATTEST:**

\_\_\_\_\_  
**Clerk of the Board of  
Supervisors**

**UNITED STATES OF AMERICA  
STATE OF CALIFORNIA  
COUNTY OF SONOMA  
SERIES 2010-1 SONOMA COUNTY  
(SUBJECT TO CALL AND REDEMPTION)  
DELINQUENT TAX ANTICIPATION NOTE**

2018-19 No. \_\_\_\_\_

**\$214,400**

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 (but only out of the funds hereinafter mentioned) to the registered owner the principal sum not to exceed \$214,400 on or before August 1, 2019, and to pay (but only out of said fund) interest on such principal sum from the date hereof at the average rate earned on investments held by the Sonoma County Treasury (the "Pool" rate). The principal amount of the note is composed of secured and supplemental delinquent taxes.

The Note shall be payable in full upon maturity which shall be August 1, 2019; provided, however, that the County may renew said note at the expiration of this period for two consecutive one-year periods. If the County exercises its option to renew the note, the County agrees to pay on each maturity date at least the amount of all interest currently due on the note.

The principal of this note shall be payable to the registered owner only upon presentation of this note at maturity, or may be prepaid without penalty; and the interest on this note shall be payable as it becomes due to the registered owner. 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 \$214,400, represents the entire note issue of the Series 2010-1 Note issue, and is issued under and pursuant to the laws of the State of California, including the provisions of sections 53850 - 53858, California Government Code, and Revenue and Taxation Code sections 4701 and following, (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.

**This note is not a lien, charge, or liability against the County, or against the Board of Supervisors of the County, or against any property or funds of the County or said Board of Supervisors, except as provided in the Resolution, and neither the payment of the principal hereof nor any part thereof, nor of any interest hereon, constitutes a debt, liability or obligation of the County except as provided in the Resolution or the Law. The Note is only an obligation of the Special Fund described in the Resolution and is not a general obligation of the County.**

**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.**

**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, do not exceed any limit prescribed by the Resolution of the laws of the State of California.**

**Pursuant to Government Code section 53855, this note is subject to call and redemption in whole or in part at any time prior to maturity without penalty or premium by County giving the registered owner 60 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 \_\_\_\_\_, 2018.**

\_\_\_\_\_  
**Chair  
Board of Supervisors**

**ATTEST:**

\_\_\_\_\_  
**Clerk of the Board of  
Supervisors**

**UNITED STATES OF AMERICA  
STATE OF CALIFORNIA  
COUNTY OF SONOMA  
SERIES 2011-1 SONOMA COUNTY  
(SUBJECT TO CALL AND REDEMPTION)  
DELINQUENT TAX ANTICIPATION NOTE**

2018-19 No. \_\_\_\_\_

**\$284,500**

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 (but only out of the funds hereinafter mentioned) to the registered owner the principal sum not to exceed \$284,500 on or before August 1, 2019, and to pay (but only out of said fund) interest on such principal sum from the date hereof at the average rate earned on investments held by the Sonoma County Treasury (the "Pool" rate). The principal amount of the note is composed of secured and supplemental delinquent taxes.

The Note shall be payable in full upon maturity which shall be August 1, 2019; provided, however, that the County may renew said note at the expiration of this period for three consecutive one-year periods. If the County exercises its option to renew the note, the County agrees to pay on each maturity date at least the amount of all interest currently due on the note.

The principal of this note shall be payable to the registered owner only upon presentation of this note at maturity, or may be prepaid without penalty; and the interest on this note shall be payable as it becomes due to the registered owner. 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 \$284,500, represents the entire note issue of the Series 2011-1 Note issue, and is issued under and pursuant to the laws of the State of California, including the provisions of sections 53850 - 53858, California Government Code, and Revenue and Taxation Code sections 4701 and following, (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.

**This note is not a lien, charge, or liability against the County, or against the Board of Supervisors of the County, or against any property or funds of the County or said Board of Supervisors, except as provided in the Resolution, and neither the payment of the principal hereof nor any part thereof, nor of any interest hereon, constitutes a debt, liability or obligation of the County except as provided in the Resolution or the Law. The Note is only an obligation of the Special Fund described in the Resolution and is not a general obligation of the County.**

**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.**

**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, do not exceed any limit prescribed by the Resolution of the laws of the State of California.**

**Pursuant to Government Code section 53855, this note is subject to call and redemption in whole or in part at any time prior to maturity without penalty or premium by County giving the registered owner 60 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 \_\_\_\_\_, 2018.**

\_\_\_\_\_  
**Chair  
Board of Supervisors**

**ATTEST:**

\_\_\_\_\_  
**Clerk of the Board of  
Supervisors**

**UNITED STATES OF AMERICA  
STATE OF CALIFORNIA  
COUNTY OF SONOMA  
SERIES 2012-1 SONOMA COUNTY  
(SUBJECT TO CALL AND REDEMPTION)  
DELINQUENT TAX ANTICIPATION NOTE**

2018-19 No. \_\_\_\_\_

**\$329,100**

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 (but only out of the funds hereinafter mentioned) to the registered owner the principal sum not to exceed \$329,100 on or before August 1, 2019, and to pay (but only out of said fund) interest on such principal sum from the date hereof at the average rate earned on investments held by the Sonoma County Treasury (the "Pool" rate). The principal amount of the note is composed of secured and supplemental delinquent taxes.

The Note shall be payable in full upon maturity which shall be August 1, 2019; provided, however, that the County may renew said note at the expiration of this period for four consecutive one-year periods. If the County exercises its option to renew the note, the County agrees to pay on each maturity date at least the amount of all interest currently due on the note.

The principal of this note shall be payable to the registered owner only upon presentation of this note at maturity, or may be prepaid without penalty; and the interest on this note shall be payable as it becomes due to the registered owner. 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 \$329,100, represents the entire note issue of the Series 2012-1 Note issue, and is issued under and pursuant to the laws of the State of California, including the provisions of sections 53850 - 53858, California Government Code, and Revenue and Taxation Code sections 4701 and following, (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.

**This note is not a lien, charge, or liability against the County, or against the Board of Supervisors of the County, or against any property or funds of the County or said Board of Supervisors, except as provided in the Resolution, and neither the payment of the principal hereof nor any part thereof, nor of any interest hereon, constitutes a debt, liability or obligation of the County except as provided in the Resolution or the Law. The Note is only an obligation of the Special Fund described in the Resolution and is not a general obligation of the County.**

**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.**

**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, do not exceed any limit prescribed by the Resolution of the laws of the State of California.**

**Pursuant to Government Code section 53855, this note is subject to call and redemption in whole or in part at any time prior to maturity without penalty or premium by County giving the registered owner 60 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 \_\_\_\_\_, 2018.**

\_\_\_\_\_  
**Chair  
Board of Supervisors**

**ATTEST:**

\_\_\_\_\_  
**Clerk of the Board of  
Supervisors**



**UNITED STATES OF AMERICA  
STATE OF CALIFORNIA  
COUNTY OF SONOMA  
SERIES 2013-1 SONOMA COUNTY  
(SUBJECT TO CALL AND REDEMPTION)  
DELINQUENT TAX ANTICIPATION NOTE**

2018-19 No. \_\_\_\_\_

\$451,300

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 (but only out of the funds hereinafter mentioned) to the registered owner the principal sum not to exceed \$451,300 on or before August 1, 2019, and to pay (but only out of said fund) interest on such principal sum from the date hereof at the average rate earned on investments held by the Sonoma County Treasury (the "Pool" rate). The principal amount of the note is composed of secured and supplemental delinquent taxes.

The Note shall be payable in full upon maturity which shall be August 1, 2019; provided, however, that the County may renew said note at the expiration of this period for five consecutive one-year periods. If the County exercises its option to renew the note, the County agrees to pay on each maturity date at least the amount of all interest currently due on the note.

The principal of this note shall be payable to the registered owner only upon presentation of this note at maturity, or may be prepaid without penalty; and the interest on this note shall be payable as it becomes due to the registered owner. 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 \$451,300, represents the entire note issue of the Series 2013-1 Note issue, and is issued under and pursuant to the laws of the State of California, including the provisions of sections 53850 - 53858, California Government Code, and Revenue and Taxation Code sections 4701 and following, (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.

**This note is not a lien, charge, or liability against the County, or against the Board of Supervisors of the County, or against any property or funds of the County or said Board of Supervisors, except as provided in the Resolution, and neither the payment of the principal hereof nor any part thereof, nor of any interest hereon, constitutes a debt, liability or obligation of the County except as provided in the Resolution or the Law. The Note is only an obligation of the Special Fund described in the Resolution and is not a general obligation of the County.**

**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.**

**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, do not exceed any limit prescribed by the Resolution of the laws of the State of California.**

**Pursuant to Government Code section 53855, this note is subject to call and redemption in whole or in part at any time prior to maturity without penalty or premium by County giving the registered owner 60 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 \_\_\_\_\_, 2018.**

\_\_\_\_\_  
**Chair  
Board of Supervisors**

**ATTEST:**

\_\_\_\_\_  
**Clerk of the Board of  
Supervisors**

**UNITED STATES OF AMERICA  
STATE OF CALIFORNIA  
COUNTY OF SONOMA  
SERIES 2014-1 SONOMA COUNTY  
(SUBJECT TO CALL AND REDEMPTION)  
DELINQUENT TAX ANTICIPATION NOTE**

2018-19 No. \_\_\_\_\_

\$592,400

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 (but only out of the funds hereinafter mentioned) to the registered owner the principal sum not to exceed \$592,400 on or before August 1, 2019, and to pay (but only out of said fund) interest on such principal sum from the date hereof at the average rate earned on investments held by the Sonoma County Treasury (the "Pool" rate). The principal amount of the note is composed of secured and supplemental delinquent taxes.

The Note shall be payable in full upon maturity which shall be August 1, 2019; provided, however, that the County may renew said note at the expiration of this period for six consecutive one-year periods. If the County exercises its option to renew the note, the County agrees to pay on each maturity date at least the amount of all interest currently due on the note.

The principal of this note shall be payable to the registered owner only upon presentation of this note at maturity, or may be prepaid without penalty; and the interest on this note shall be payable as it becomes due to the registered owner. 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 \$592,400, represents the entire note issue of the Series 2014-1 Note issue, and is issued under and pursuant to the laws of the State of California, including the provisions of sections 53850 - 53858, California Government Code, and Revenue and Taxation Code sections 4701 and following, (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.

**This note is not a lien, charge, or liability against the County, or against the Board of Supervisors of the County, or against any property or funds of the County or said Board of Supervisors, except as provided in the Resolution, and neither the payment of the principal hereof nor any part thereof, nor of any interest hereon, constitutes a debt, liability or obligation of the County except as provided in the Resolution or the Law. The Note is only an obligation of the Special Fund described in the Resolution and is not a general obligation of the County.**

**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.**

**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, do not exceed any limit prescribed by the Resolution of the laws of the State of California.**

**Pursuant to Government Code section 53855, this note is subject to call and redemption in whole or in part at any time prior to maturity without penalty or premium by County giving the registered owner 60 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 \_\_\_\_\_, 2018.**

\_\_\_\_\_  
**Chair  
Board of Supervisors**

**ATTEST:**

\_\_\_\_\_  
**Clerk of the Board of  
Supervisors**

**UNITED STATES OF AMERICA  
STATE OF CALIFORNIA  
COUNTY OF SONOMA  
SERIES 2015-1 SONOMA COUNTY  
(SUBJECT TO CALL AND REDEMPTION)  
DELINQUENT TAX ANTICIPATION NOTE**

2018-19 No. \_\_\_\_\_

\$875,200

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 (but only out of the funds hereinafter mentioned) to the registered owner the principal sum not to exceed \$875,200 on or before August 1, 2019, and to pay (but only out of said fund) interest on such principal sum from the date hereof at the average rate earned on investments held by the Sonoma County Treasury (the "Pool" rate). The principal amount of the note is composed of secured and supplemental delinquent taxes.

The Note shall be payable in full upon maturity which shall be August 1, 2019; provided, however, that the County may renew said note at the expiration of this period for seven consecutive one-year periods. If the County exercises its option to renew the note, the County agrees to pay on each maturity date at least the amount of all interest currently due on the note.

The principal of this note shall be payable to the registered owner only upon presentation of this note at maturity, or may be prepaid without penalty; and the interest on this note shall be payable as it becomes due to the registered owner. 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 \$875,200, represents the entire note issue of the Series 2015-1 Note issue, and is issued under and pursuant to the laws of the State of California, including the provisions of sections 53850 - 53858, California Government Code, and Revenue and Taxation Code sections 4701 and following, (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.

**This note is not a lien, charge, or liability against the County, or against the Board of Supervisors of the County, or against any property or funds of the County or said Board of Supervisors, except as provided in the Resolution, and neither the payment of the principal hereof nor any part thereof, nor of any interest hereon, constitutes a debt, liability or obligation of the County except as provided in the Resolution or the Law. The Note is only an obligation of the Special Fund described in the Resolution and is not a general obligation of the County.**

**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.**

**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, do not exceed any limit prescribed by the Resolution of the laws of the State of California.**

**Pursuant to Government Code section 53855, this note is subject to call and redemption in whole or in part at any time prior to maturity without penalty or premium by County giving the registered owner 60 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 \_\_\_\_\_, 2018.**

\_\_\_\_\_  
**Chair  
Board of Supervisors**

**ATTEST:**

\_\_\_\_\_  
**Clerk of the Board of  
Supervisors**

**UNITED STATES OF AMERICA  
STATE OF CALIFORNIA  
COUNTY OF SONOMA  
SERIES 2016-1 SONOMA COUNTY  
(SUBJECT TO CALL AND REDEMPTION)  
DELINQUENT TAX ANTICIPATION NOTE**

2018-19 No. \_\_\_\_\_

**\$1,620,600**

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 (but only out of the funds hereinafter mentioned) to the registered owner the principal sum not to exceed \$1,620,600 on or before August 1, 2019, and to pay (but only out of said fund) interest on such principal sum from the date hereof at the average rate earned on investments held by the Sonoma County Treasury (the "Pool" rate). The principal amount of the note is composed of secured and supplemental delinquent taxes.

The Note shall be payable in full upon maturity which shall be August 1, 2019; provided, however, that the County may renew said note at the expiration of this period for eight consecutive one-year periods. If the County exercises its option to renew the note, the County agrees to pay on each maturity date at least the amount of all interest currently due on the note.

The principal of this note shall be payable to the registered owner only upon presentation of this note at maturity, or may be prepaid without penalty; and the interest on this note shall be payable as it becomes due to the registered owner. 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 \$1,620,600, represents the entire note issue of the Series 2016-1 Note issue, and is issued under and pursuant to the laws of the State of California, including the provisions of sections 53850 - 53858, California Government Code, and Revenue and Taxation Code sections 4701 and following, (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.

**This note is not a lien, charge, or liability against the County, or against the Board of Supervisors of the County, or against any property or funds of the County or said Board of Supervisors, except as provided in the Resolution, and neither the payment of the principal hereof nor any part thereof, nor of any interest hereon, constitutes a debt, liability or obligation of the County except as provided in the Resolution or the Law. The Note is only an obligation of the Special Fund described in the Resolution and is not a general obligation of the County.**

**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.**

**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, do not exceed any limit prescribed by the Resolution of the laws of the State of California.**

**Pursuant to Government Code section 53855, this note is subject to call and redemption in whole or in part at any time prior to maturity without penalty or premium by County giving the registered owner 60 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 \_\_\_\_\_, 2018.**

\_\_\_\_\_  
**Chair  
Board of Supervisors**

**ATTEST:**

\_\_\_\_\_  
**Clerk of the Board of  
Supervisors**



**UNITED STATES OF AMERICA  
STATE OF CALIFORNIA  
COUNTY OF SONOMA  
SERIES 2017-1 SONOMA COUNTY  
(SUBJECT TO CALL AND REDEMPTION)  
DELINQUENT TAX ANTICIPATION NOTE**

2018-19 No. \_\_\_\_\_

**\$2,538,800**

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 (but only out of the funds hereinafter mentioned) to the registered owner the principal sum not to exceed \$2,538,800 on or before August 1, 2019, and to pay (but only out of said fund) interest on such principal sum from the date hereof at the average rate earned on investments held by the Sonoma County Treasury (the "Pool" rate). The principal amount of the note is composed of secured and supplemental delinquent taxes.

The Note shall be payable in full upon maturity which shall be August 1, 2019; provided, however, that the County may renew said note at the expiration of this period for nine consecutive one-year periods. If the County exercises its option to renew the note, the County agrees to pay on each maturity date at least the amount of all interest currently due on the note.

The principal of this note shall be payable to the registered owner only upon presentation of this note at maturity, or may be prepaid without penalty; and the interest on this note shall be payable as it becomes due to the registered owner. 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 \$2,538,800, represents the entire note issue of the Series 2017-1 Note issue, and is issued under and pursuant to the laws of the State of California, including the provisions of sections 53850 - 53858, California Government Code, and Revenue and Taxation Code sections 4701 and following, (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.

**This note is not a lien, charge, or liability against the County, or against the Board of Supervisors of the County, or against any property or funds of the County or said Board of Supervisors, except as provided in the Resolution, and neither the payment of the principal hereof nor any part thereof, nor of any interest hereon, constitutes a debt, liability or obligation of the County except as provided in the Resolution or the Law. The Note is only an obligation of the Special Fund described in the Resolution and is not a general obligation of the County.**

**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.**

**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, do not exceed any limit prescribed by the Resolution of the laws of the State of California.**

**Pursuant to Government Code section 53855, this note is subject to call and redemption in whole or in part at any time prior to maturity without penalty or premium by County giving the registered owner 60 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 \_\_\_\_\_, 2018.**

\_\_\_\_\_  
**Chair  
Board of Supervisors**

**ATTEST:**

\_\_\_\_\_  
**Clerk of the Board of  
Supervisors**

**UNITED STATES OF AMERICA  
STATE OF CALIFORNIA  
COUNTY OF SONOMA  
SERIES 2018-1 SONOMA COUNTY  
(SUBJECT TO CALL AND REDEMPTION)  
DELINQUENT TAX ANTICIPATION NOTE**

2018-19 No. \_\_\_\_\_

**\$7,763,800**

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 (but only out of the funds hereinafter mentioned) to the registered owner the principal sum not to exceed \$7,763,800 on or before August 1, 2019, and to pay (but only out of said fund) interest on such principal sum from the date hereof at the average rate earned on investments held by the Sonoma County Treasury (the "Pool" rate). The principal amount of the note is composed of two components: the amount representing secured and supplemental delinquent taxes, and the amount representing penalties and interest due on such taxes.

The Note shall be payable in full upon maturity which shall be August 1, 2019; provided, however, that the County may renew said note at the expiration of this period for ten consecutive one year periods. If the County exercises its option to renew the note, the County agrees to pay on each maturity date at least the amount of all interest currently due on the note.

The principal of this note shall be payable to the registered owner only upon presentation of this note at maturity, or may be prepaid without penalty; and the interest on this note shall be payable as it becomes due to the registered owner. 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 \$7,763,800, represents the entire note issue of the Series 2018-1 Note issue, and is issued under and pursuant to the laws of the State of California, including the provisions of sections 53850 - 53858, California Government Code, and Revenue and Taxation Code sections 4701 and following, (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.

**This note is not a lien, charge, or liability against the County, or against the Board of Supervisors of the County, or against any property or funds of the County, or said Board of Supervisors, except as provided in the Resolution, and neither the payment of the principal hereof nor any part thereof, nor of any interest hereon, constitutes a debt, liability or obligation of the County except as provided in the Resolution or the Law. The Note is only an obligation of the Special Fund described in the Resolution and is not a general obligation of the County.**

**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.**

**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, do not exceed any limit prescribed by the Resolution of the laws of the State of California.**

**Pursuant to Government Code section 53855, this note is subject to call and redemption in whole or in part at any time prior to maturity without penalty or premium by County giving the registered owner 60 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 \_\_\_\_\_, 2018.**

\_\_\_\_\_  
**Chair  
Board of Supervisors**

**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:** 20  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors and the Board of Directors of the Sonoma County Water Agency

**Board Agenda Date:** September 11, 2018

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Dawn Calahan (707) 565-3279

**Supervisorial District(s):**

**Title:** Fiscal Year 2018-19 Secured Property Tax Rates

### Recommended Actions:

1. Adopt Concurrent Resolution of the Board of Supervisors of the County of Sonoma and the Board of Directors of the Sonoma County Water Agency, setting the Fiscal Year 2018-19 secured property tax rates including tax rates for all debt service funds within their jurisdictions.
2. Adopt Resolution of the Board of Supervisors, County of Sonoma, setting the Fiscal Year 2018-19 unitary, operating non-unitary, and railroad unitary tax rate for voter approved indebtedness.

### Executive Summary:

California property taxes consist of a base rate of 1% of taxable assessed value, which goes to fund local governments including counties, cities, school districts, and special districts. In addition, voters may approve indebtedness in the form of bonds which are repaid through additional levies on the property tax bill. These additional rates are set based on the amount needed to make principal and interest payments on the indebtedness, and thus may fluctuate slightly from year to year. On or before October 3 of each year, the Sonoma County Board of Supervisors sets secured property tax rates including the countywide base property tax rate of 1% and tax rates for Debt Service Funds within special districts governed by the Boards of Directors (Sonoma County Water Agency and Sanitation Zones) and applicable school districts.

### Discussion:

Under State law, the Board of Supervisors approves the property tax rates for Sonoma County each year on or before October 3. Once approved by the Board of Supervisors, the tax rates are used to calculate property taxes for individual parcels. These rates include the countywide 1% tax as well as debt service (ad valorem) tax related to agency boundaries (such as school districts) that include the parcel. Thus a parcel that resides in a school district with a 0.0500% rate would have a total tax rate of 1% (base rate) plus 0.0500% (School District Rate) or 1.0500%. The tax bill amount is determined by multiplying the tax

rate by the taxable assessed value of each parcel. As an example, a tax rate of 1.0500% will result in a charge of \$1,050 per \$100,000 of assessed value.

Occasionally, debt service tax rates will fluctuate based on scheduled increases in principal and interest payments, changes to assessed values and adjustments to reserve requirements. In order to keep the tax rates from fluctuating significantly, fund balance may be utilized over future periods in accordance with Section 15250 of the Education Code, State of California to smooth the rates. Exhibit A includes the rates for each jurisdiction being approved by the board, with footnotes for those that are increasing.

In the case of multi-county school districts, the Board of Supervisors adopts the rates equivalent to those approved by the Board of Supervisors of the governing counties. Tax Rates from these counties are unavailable at this time. Approval of this resolution package will set Tax Rates equivalent to those eventually approved by the governing bodies.

In addition, the Board of Supervisors annually adopts a debt service tax rate for unitary, operating non-unitary and railroad unitary property assessed by the State Board of Equalization.. Unitary, operating non-unitary, and railroad unitary property classifications are as follows:

- Unitary includes an integrated system of property items owned or leased by the state assessee and used in its primary operation such as the transmission of information by cellular or telephone or the transmission or distribution of electricity.
- Operating non-unitary property is owned by a state assessee, but not used or needed in its primary operation
- Railroad unitary includes rights-of- way, easements for rights-of-way, and railroad property which is being leased to others.

The unitary debt service tax rate is calculated by the Auditor-Controller based on an average of all the debt service rates for the unitary, operating non-unitary, and railroad unitary (utility) tax roll, as required by Section 100 of the Revenue and Taxation Code. The debt service burden is distributed proportionally to public utility companies through the unitary debt service tax rate.

Calculations for these rates are on file at the Auditor-Controller-Treasurer-Tax Collector's office.

**Prior Board Actions:**

Annually, the Board sets secured property tax rates including for debt service funds and the unitary, operating non-unitary, and railroad unitary tax roll. September 12, 2017, the Board set the rates for debt service funds and the unitary, operating non-unitary, and railroad unitary tax roll for FY17-18.

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

Approval of the tax rates allows the County to collect the necessary revenue to distribute the countywide tax and pay voter approved and state assessed debt service amounts.

<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 18-19 Adopted</b>	<b>FY 19-20 Projected</b>	<b>FY 20-21 Projected</b>
Budgeted Expenses			
Additional Appropriation Requested			
<b>Total Expenditures</b>			
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>			
<b>Narrative Explanation of Fiscal Impacts:</b>			
This tax rate approval process has no impact on revenues currently budgeted in Fiscal Year 2018-19.			
<b>Staffing Impacts</b>			
<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A – I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
Attachment 1 - Resolution approving FY 2018-19 Tax Rates Attachment 2 – Fiscal Year 2018-19 Tax Rates - Exhibit “A”. Attachment 3 - Resolution approving FY 2018-19 Unitary, Operating Non-Unitary, and Railroad Unitary tax rates			
<b>Related Items “On File” with the Clerk of the Board:</b>			



County of Sonoma  
State of California

Date: September 11, 2018

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

4/5 Vote Required

**Concurrent Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, And the Board of Directors of the Sonoma County Water Agency Setting The Fiscal Year 2018-19 Countywide Tax Rate And Tax Rates For All Debt Service Funds Within Their Jurisdictions.**

**Whereas,** California Government Code Section 29100 requires that on or before October 3 of each year, the Board of Supervisors of a county shall adopt by resolution the rates of taxes on the secured roll, not to exceed the one-percent limitation specified in Article XIII A of the Constitution and Revenue and Taxation Code Sections 93 and 100, and

**Whereas,** the Board is required to set the Fiscal Year 2018-19 Tax Rates for all Debt Service Funds within the Special Districts governed by the Board and applicable School Districts, and

**Whereas,** the Tax Rates necessary to produce an amount sufficient to cover Debt Service requirements are listed in Exhibit "A",

**Now, Therefore, Be It Resolved** and ordered by the Board of Supervisors of the County of Sonoma and the Board of Directors of the Sonoma County Water Agency that the Tax Rates listed in Exhibit "A" be used as the Fiscal Year 2018-19 Countywide Tax Rate and Tax Rates for all Debt Service Funds within their jurisdictions, in accordance with Section 29100 of the Government Code, State of California.

**Supervisors:**

Gorin:                      Rabbitt:                      Zane:                      Hopkins:                      Gore:

Ayes:                      Noes:                      Absent:                      Abstain:

**So Ordered.**



## FISCAL YEAR 2018-19 COUNTYWIDE TAX AND DEBT SERVICE TAX RATES

1. Under Board of Supervisors Jurisdiction:

Fund Code	Description	FY 2017-18 Tax Rate	FY 2018-19 Tax Rate
	Countywide Tax	1.0000%	1.0000%
	<u>SCHOOL DISTRICT BONDS:</u>		
93701	Alexander Valley 2018	.0000%	.0270% (a)
93705	Bellevue Elem 1996	.0485%	.0485%
93710	Bellevue Elem 2008	.0160%	.0195% (a)
93715	Bellevue Elem 2008 QSCB	.0100%	.0100%
93717	Bellevue Elem 2014	.0145%	.0145%
93725	Bennett Valley Elem 1995	.0180%	.0200% (b)
93730	Bennett Valley Elem 2010	.0270%	.0270%
93733	Cinnabar Elem 2014	.0260%	.0250% (c)
93735	Forestville Elem 2001	.0390%	.0310% (c)
93740	Forestville Elem 2010	.0220%	.0220%
93745	Gravenstein Un Elem 1997	.0110%	.0110%
93746	Gravenstein Un Elem 2012	.0275%	.0260% (c)
93750	Guerneville Elem 2012	.0255%	.0255%
93751	Guerneville Elem 2016	.0300%	.0270% (c)
93755	Harmony Un Elem 1997	.0090%	.0080% (c)
93756	Harmony Un Elem 2018	.0000%	.0280% (a)
93760	Horicon Elem 1996	.0270%	.0230% (c)
93765	Liberty Elem 2004	.0300%	.0300%
93770	Mark West Elem 2002	.0250%	.0250%
93775	Mark West Elem 2010	.0100%	.0100%
93780	Oak Grove Elem 1991	.0040%	.0035% (c)
93781	Oak Grove Elem 2014	.0240%	.0220% (c)
93785	Old Adobe Elem 1995	.0230%	.0230%
93790	Old Adobe Elem 2012	.0260%	.0240% (c)
93791	Old Adobe Elem 2016 BAN	.0020%	.0013% (c)
93795	Petaluma Elem 1991	.0250%	.0190% (c)
93796	Petaluma Elem 2014	.0060%	.0170% (a)
93800	Piner-Olivet Elem 1995	.0690%	.0780% (b)
93805	Piner-Olivet Elem 2010	.0220%	.0220%
93810	Rincon Valley Elem 2004	.0210%	.0210%
93812	Rincon Valley Elem 2014	.0280%	.0240% (c)
93811	Roseland Elem 2012	.0250%	.0250%
93820	Santa Rosa Elem 1997	.0080%	.0080%
93815	Santa Rosa Elem 2002	.0120%	.0120%
93816	Santa Rosa Elem 2014	.0270%	.0230% (c)
93825	Sebastopol Elem 2001	.0310%	.0300% (c)
93826	Sebastopol Elem 2012	.0045%	.0045%
93830	Twin Hills Elem 1999	.0290%	.0290%
93840	Twin Hills Elem 2010 CREB	.0015%	.0010% (c)
93990	Waugh Elem 2016 SFID	.0000%	.0220% (a)
93845	Wilmar Un Elem 2012	.0280%	.0280%
93860	Wright Elem 1992	.0285%	.0285%
93865	Wright Elem 2012	.0290%	.0280% (c)
93870	West So Co High 1996	.0110%	.0110%
93880	West So Co High 2010 CREB	.0010%	.0020% (b)
93875	West So Co High 2010	.0050%	.0070% (b)
93881	West So Co High 2018	.0000%	.0285% (a)
93890	Healdsburg Unified 1994/2002	.0380%	.0490% (b)
93895	Healdsburg Unified 2002 SFID	.0340%	.0330% (c)
93901	Healdsburg Unified 2016	.0430%	.0400% (c)
93905	Petaluma High 1992	.0360%	.0350% (c)

Fund Code	Description	FY 2017-18	FY 2018-19
		Tax Rate	Tax Rate
93906	Petaluma High 2014	.0260%	.0250% (c)
93910	Santa Rosa High District 1991	.0240%	.0190% (c)
93915	Santa Rosa High District 2002	.0150%	.0150%
93916	Santa Rosa High District 2014	.0200%	.0280% (a)
93920	Cloverdale Unified 1999	.0055%	.0055%
93925	Cloverdale Unified 2010	.0360%	.0340% (c)
93930	Cotati-Rohnert Park Unified 1990	.0930%	.0840% (c)
93931	Cotati-Rohnert Park Unified 2014	.0290%	.0400% (a)
93932	Cotati-Rohnert Park Unified 2016	.0450%	.0410% (c)
93935	Geyserville Unified 1995	.0025%	.0025%
93940	Geyserville Unified 2008	.0130%	.0110% (c)
93950	Sonoma Valley Unified 1994	.0290%	.0270% (c)
93955	Sonoma Valley Unified 2010	.0120%	.0120%
93956	Sonoma Valley Unified 2016	.0425%	.0425%
93960	Windsor Unified 1994	.0650%	.0630% (c)
93965	Windsor Unified 2008	.0470%	.0440% (c)
93970	Windsor Unified 2008 QSCB	.0110%	.0110%
93976	Windsor Unified 2016	.0490%	.0440% (c)
93980	Sonoma County Junior College 2002	.0140%	.0140%
93981	Sonoma County Junior College 2014	.0230%	.0220% (c)
81185	Point Arena High (Mendocino)	.0190%	- (d)
81190	Calistoga Joint Unified - 1995 (Napa)	.0060%	- (d)
81190	Calistoga Joint Unified - 2010 (Napa)	.0307%	- (d)
81190	Napa Valley Community College (Napa)	.0238%	- (d)
81200	Shoreline Unified - 2011 (Marin)	.0153%	- (d)
81200	Shoreline Unified - 2009 (Marin)	.0257%	- (d)

2. Under Board of Directors Jurisdiction:

WATER AGENCY AND SANITATION ZONES:

34105	SCWA - Warm Springs Dam/Russian River Project	.0070%	.0070%
44615	SCWA - Sanitation - Geyserville	.0130%	.0090% (c)

Footnotes:

- (a) New or increased tax rate needed to cover requirements of new bond issue.
- (b) Increase in tax rate needed to cover increases in principal and interest payments.
- (c) Decrease in tax rate needed to cover principal and interest payments.
- (d) Tax rate used will be equivalent to the one approved by the Board of Supervisors of the governing county.



County of Sonoma  
State of California

Date: September 11, 2018

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

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Setting The Fiscal Year 2018-19 Unitary, Operating Non-Unitary, And Railroad Unitary Tax Rate For Voter Approved Indebtedness.**

**Whereas**, the Board of Supervisors is required to set the Fiscal Year 2018-19 Tax Rate for the Unitary, Operating Non-Unitary, and Railroad Unitary Tax Roll, and

**Whereas**, the Tax Rate necessary to produce an amount sufficient to meet the debt service requirements from the Unitary, Operating Non-Unitary, and Railroad Unitary Tax Roll is indicated below:

<u>DESCRIPTION</u>	<u>Last Year's (17-18) Tax Rate</u>	<u>This Year's (18-19) Tax Rate</u>
Unitary, Operating Non-Unitary, & Railroad Unitary Debt Service	.7982	.8777

**Now, Therefore, Be It Resolved** and ordered by the Board of Supervisors of the County of Sonoma, that the above tax rate be used as the Fiscal Year 2018-19 tax rate for Unitary, Operating Non-Unitary, and Railroad Unitary Tax Roll voter approved indebtedness, in accordance with Section 29100 of the Government Code, State of California.

**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: 21**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** September 11, 2018

**Vote Requirement:** Majority

**Department or Agency Name(s):** Board of Supervisors

**Staff Name and Phone Number:**

Darin Bartow, 565-2241

**Supervisorial District(s):**

Countywide

**Title:** Approve the Minutes of the meetings August 7, 14, and 28, 2018.

**Recommended Actions:**

Approve the Minutes of the meetings August 7, 14, and 28, 2018.

**Executive Summary:**

Approve the Minutes of the meetings August 7, 14, and 28, 2018 for the following: Agricultural Preservation and Open Space District, Community Development Commission, Occidental County Sanitation District, Russian River County Sanitation District, South Park County Sanitation District, Sonoma County Water Agency, and Board of Supervisors; and Approve the Minutes of the meeting August 14, 2018 for the Sonoma Valley County Sanitation District.

**Discussion:**

None

**Prior Board Actions:**

February 6, 2018; May 22, 2018; August 7, 2018; August 14, 2018

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

<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 18-19 Adopted</b>	<b>FY 19-20 Projected</b>	<b>FY 20-21 Projected</b>
Budgeted Expenses			
Additional Appropriation Requested			
<b>Total Expenditures</b>			
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>			
<b>Narrative Explanation of Fiscal Impacts:</b>			
<b>Staffing Impacts</b>			
<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A – I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
Minutes of Meetings August 7, 14, and 28, 2018.			
<b>Related Items “On File” with the Clerk of the Board:</b>			

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

**TUESDAY**

**AUGUST 7, 2018**

**8:30 A.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		

**8:32 A.M. CALL TO ORDER**

Supervisors Present: Susan Gorin, David Rabbitt, Shirlee Zane, James Gore, Lynda Hopkins

Staff Present: Sheryl Bratton, County Administrator and Bruce Goldstein, County Counsel

**PLEDGE OF ALLEGIANCE**

I. [APPROVAL OF THE AGENDA \(Items may be added or withdrawn from the agenda consistent with State law\)](#)

8:32 A.M.

Board Action:

Item 26 was moved to the Regular Afternoon Calendar, after Item 40 at 1:30 P.M.

Closed Session Items 29, 33, 35, and 38 were continued to a future date.

Approved as Amended

UNANIMOUS VOTE

II. CONSENT CALENDAR

**SONOMA COUNTY WATER AGENCY**

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

1. [Reimbursement Funding of Marin Municipal Water District Local Supply Recycled Water Project:](#)
  - A) [Authorize the Water Agency's General Manager to execute an agreement with Marin Municipal Water District \(Marin Municipal\) in the amount of \\$724,026 to reimburse Marin Municipal for a portion of the costs associated with the design, construction, and construction management for the expansion of a recycled water project.](#)
  - B) [Adopt a Resolution authorizing adjustments to the Board Adopted Budget for Fiscal Year 2018-2019 for the Recycled Water Local Supply Fund in the Amount of \\$362,013. \(4/5th Vote Required\)](#)

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution 18-0299

**HEALTH SERVICES/HUMAN SERVICES/PROBATION/CHILD SUPPORT SERVICES**

AND

**COMMUNITY DEVELOPMENT COMMISSION**

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

2. [International Business Machines Corporation Agreement Amendment: Authorize the Department of Health Services to execute Addendum 1 to the ACCESS Sonoma Rapid Prototype Statement of Work with International Business Machines Corporation for implementation of Phase 2 of the ACCESS Sonoma Rapid Prototype Project, increasing the](#)

contract amount by \$1,799,918 resulting in a new total not-to-exceed amount of \$2,997,000. AUDITOR-CONTROLLER-TREASURER-TAX COLLECTOR/

Board Action: Approved as Recommended  
UNANIMOUS VOTE

**COUNTY ADMINISTRATOR**

3. County of Sonoma Annual Audited Financial Reports for the Fiscal Year Ended June 30, 2017 and Fiscal Year 2016-17 Post Audit Budget Adjustments:
  - A) Accept the County of Sonoma Comprehensive Annual Financial Report for the fiscal year ended June 30, 2017. The Comprehensive Annual Financial Report (CAFR) provides a complete analysis of all the County's financial activities and balances for the year. The CAFR includes an opinion from the County's independent auditor stating the CAFR fairly presents the financial position of the County.
  - B) Accept the Single Audit Reports for the year ended June 30, 2017, for the County of Sonoma, Sonoma County Water Agency, Sonoma County Transit, and Sonoma County Community Development Commission. The objective of a single audit is to determine compliance with the various requirements of federal grants received and to evaluate internal controls.

Board Action: Approved as Recommended  
UNANIMOUS VOTE

**BOARD OF SUPERVISORS**

4. Board of Supervisors Minutes: Approve the Minutes of the meetings December 5, 19, 29, 2017; January 9, 16, 23, 29, 30; February 6, 13, 27; March 13, 20, 27; April 3, 10, 17, 24; May 8, 15, 22; June 5, 11; and Budget Hearings June 12-22, 2018.

Board Action: Approved as Recommended  
UNANIMOUS VOTE

5. Rural County Representatives of California Membership:
  - A) Adopt resolution endorsing Sonoma County's membership in the Rural County Representatives of California.
  - B) Appoint board delegate and alternate board delegate to the Rural County Representatives of California Board of Directors.

Board Action: Approved as Recommended  
UNANIMOUS VOTE  
Approved by Resolution 18-0300

**COUNTY ADMINISTRATOR/ FIRE AND EMERGENCY SERVICES**

6. Extend Proclamation of Local Emergency Due to Sonoma Complex Fire: Adopt a Resolution Extending the Proclamation of Local Emergency Issued on October 9, 2017, for another 30 Days Due to Damage Arising from the Complex Fire. (4/5th Vote Required)

Board Action: Approved as Recommended  
UNANIMOUS VOTE  
Approved by Resolution 18-0301

**COUNTY ADMINISTRATOR**

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

Board Action: Approved as Recommended  
UNANIMOUS VOTE

**GENERAL SERVICES**

8. [Administration Building Security Upgrades – Board Chambers Screening:](#)
  - A) [Approve proposed Board of Supervisors chambers security improvements.](#)
  - B) [Adopt FY 2018-19 Budgetary Adjustment Resolution transferring available appropriations between Capital Projects to finance the new Administration Building Security Measures improvement project estimated to cost approximately \\$69,961.](#)

Board Action: Approved as Recommended  
AYES: Zane, Gore, Hopkins  
NOES: Gorin, Rabbitt  
Approved by Resolution 18-0302

**HUMAN SERVICES**

9. [Caltrans-Sustainable Communities Planning Grant Resolution of Authority: Execute a Resolution of Authority allowing the Director of Human Services to enter into a contract with Caltrans on behalf of the Area Agency on Aging to receive Senate Bill 1, The Road Repair and Accountability Act of 2017, funding for The Connected Communities Transportation Study, which will identify barriers and opportunities regarding accessible transportation. The Resolution of Authority will enable the Director of Human Services to sign documents required of grant award.](#)

Board Action: Approved as Recommended  
UNANIMOUS VOTE  
Approved by Resolution 18-0303

10. [Approval of Child Care Funding for Child Welfare Clients: Adopt a resolution authorizing the Director of the Human Services Department to:](#)
  - A) [Execute an agreement with the California Department of Education for Human Services to receive up to \\$273,599 for the local administration of subsidized child care services for the period of July 1, 2018, through June 30, 2019.](#)
  - B) [Execute future amendments for changes to revenue but do not significantly alter program requirements.](#)

Board Action: Approved as Recommended  
UNANIMOUS VOTE  
Approved by Resolution 18-0304

11. [Memorandum of Understanding for Statewide Eligibility Automation System: Approve and authorize the Chairperson of the Board of Supervisors to sign the Memorandum of Understanding with the California Automated Consortium Eligibility System to begin the planning and implementation of a Statewide eligibility system. The new integrated system will support various statewide eligibility programs and enable the Human Services Department to continue providing direct services and benefits to eligible Sonoma County individuals and families.](#)

Board Action: Approved as Recommended  
UNANIMOUS VOTE

**PERMIT AND RESOURCE MANAGEMENT**

12. [Lot Line Adjustment, Kunde Family LP; LLA17-0064: Adopt a Resolution approving a Lot Line Adjustment between four legal parcels subject to Conditions of Approval and replacement Land Conservation Act Contracts for property located at 2451 Nelligan Road and 11011 Highway 12, Kenwood; APNs 051-170- 024, 051-180-014, and 051-250-010, -013, and -019. \(First District\)](#)



Board Action: Approved as Recommended  
UNANIMOUS VOTE  
Approved by Resolution 18-0305

**REGIONAL PARKS**

13. [Parks Sales Tax Measure Ordinance:](#)
  - A) [Adopt the “Sonoma County Parks Improvement, Water Quality, and Fire Safety Measure Transactions and Use Tax Ordinance,” imposing a county wide special transactions and use tax of one-eighth of one percent for a period not to exceed 10 years pursuant to the authority granted by Revenue and Taxation Code Section 7285.5. \(Second Reading – Ready for Adoption\)](#)
  - B) [Adopt a resolution calling a special election to submit to the voters of Sonoma County a proposed one-eighth cent sales tax measure entitled the “Sonoma County Parks Improvement, Water Quality, and Fire Safety Measure Transactions and Use Tax Ordinance,” and ordering that the special election be consolidated with the statewide general election to be conducted on November 6, 2018. \(4/5th Vote Required\)](#)

Board Action: Approved as Recommended  
UNANIMOUS VOTE  
Approved by Resolution 18-0306 and Ordinance 6238

**TRANSPORTATION AND PUBLIC WORKS**

14. [Establish Passenger Loading Zone Restrictions on Bower Street \(#79027\) at Oak Grove Elementary School – Adopt: Adopt an Ordinance amending Sonoma County Ordinance No. 2300 to establish passenger loading zone restrictions on the north side of Bower Street \(#79027\) in Graton from Postmile 10.071 to Postmile 10.09 from 7:00 a.m. to 5:00 p.m. on weekdays. \(Fifth District\)](#)

Board Action: Approved as Recommended  
UNANIMOUS VOTE  
Approved by Ordinance 6237

15. [Funding Agreement with Sonoma Marin Rail Area Transit Authority: Approve and authorize Chair to execute funding agreement with Sonoma Marin Rail Transit Authority \(SMART\) to:](#)
  - A) [Receive funding from SMART to support operation of Sonoma County Transit Route 56 in the amount of \\$196,435 in FY 2017-18, \\$185,028 in FY 2018-19 and \\$192,109 in FY 2019-20](#)
  - B) [Provide funding to SMART for bus stop improvements made adjacent to its Airport Blvd. station \(\\$115,165\)](#)

Board Action: Approved as Recommended  
UNANIMOUS VOTE

16. [Amendment to the Professional Services Agreement with Brelje & Race Consulting Civil Engineers for Graton and Occidental Accessibility Improvements: Authorize the Chair to execute Amendment No. 3 to the Professional Services Agreement for Graton and Occidental Accessibility Improvements with Brelje & Race Consulting Civil Engineers, to increase contract services in the amount of \\$148,704 for a total contract amount of \\$1,048,004, extend the term of the contract to June 30, 2019, and make further changes needed for the contract. \(Fifth District\)](#)

Board Action: Approved as Recommended  
UNANIMOUS VOTE

**APPOINTMENTS/REAPPOINTMENTS**

17. [Approve the appointment of Betsy Connolly to the Commission on the Status of Women for a two year term beginning August 7, 2018 and expiring August 7, 2020. \(Fourth District\)](#)

Board Action: Approved as Recommended  
UNANIMOUS VOTE

18. [Approve the appointment of Brad Sherwood as the Mark West School Board appointee to the Mark West Citizens Advisory Council for a two year term beginning August 7, 2018 and expiring December 31, 2019. \(Fourth District\)](#)

Board Action: Approved as Recommended  
UNANIMOUS VOTE

19. [Approve the appointment of Deborah Doyle to the Library Commission as the county appointee for a four year term beginning August 1, 2018 and expiring August 1, 2022.](#)

Board Action: Approved as Recommended  
UNANIMOUS VOTE

### **PRESENTATIONS/GOLD RESOLUTIONS**

#### **PRESENTATIONS AT THE BOARD MEETING**

(Gold resolutions will be presented at 8:45 A.M.)

20. [Adopt a Gold Resolution Recognizing William McNamara Being Named an Honorary Member of The Garden Club of America. \(First District\)](#)

Board Action: Approved as Recommended  
UNANIMOUS VOTE  
Approved by Resolution 18-0307

21. [Adopt a Gold Resolution Proclaiming August 2018 Child Support Awareness Month \(Child Support Services\)](#)

Board Action: Approved as Recommended  
UNANIMOUS VOTE  
Approved by Resolution 18-0308

22. [Adopt Gold Resolutions commending Kim Seamans for her 34 years of service and Diane Kaljian for her 31 years of service to the Sonoma County Human Services Department. \(Human Services\)](#)

Board Action: Approved as Recommended  
UNANIMOUS VOTE  
Approved by Resolution 18-0309

#### **PRESENTATIONS ON A DIFFERENT DATE**

23. [Adopt a Resolution Honoring Steve and Holly Kyle as the Sonoma Valley Muses for 2018 \(First District\)](#)

Board Action: Approved as Recommended  
UNANIMOUS VOTE  
Approved by Resolution 18-0310

8:50 A.M. Public Comment Opened

Public Speakers:  
Duane Dewitt

8:52 A.M. Public Comment Closed

- III. [8:53 A.M. - PRESENTATIONS/GOLD RESOLUTIONS](#)

- IV. [9:25 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 \(Comments are restricted to matters within the Board's jurisdiction. The Board will hear public comments at this time for up to thirty minutes. Each person is usually granted time to speak at the discretion of the Chair. Any additional public comments will be heard at the conclusion of the meeting. While members of the public are welcome to address the Board, under the Brown Act, Board members may not deliberate or take action on items not on the agenda.\)](#)

9:25 A.M. Public Comment Opened:

Public Speakers:

Padi Selwyn  
Laura Morgan  
Shepherd Bliss  
Deborah Preston  
Janus Mathre  
Chris Meyer  
Ernie Carpenter  
Victoria Yanez  
Tome Canlan  
James Brooks  
Terri Shore  
Michael Martin  
Duane Dewitt  
Michelle Morrisson  
Roseanne Snyder  
Marcus DeVore  
James Savage  
Richard Hannon  
Rachel Bell  
John Jenkel

10:06 A.M. Public Comment Closed

- V. [REGULAR CALENDAR](#)

**COUNTY ADMINISTRATOR/COUNTY COUNSEL**

24. [Amendment to Memorandum of Agreement with Lytton Rancheria: Authorize the Chair to execute an Amendment to the Memorandum of Agreement with the Lytton Rancheria to impose a permanent prohibition on gaming activities in Sonoma County upon the enactment of H.R. 597, the Lytton Rancheria Homelands Act. \(Fourth District\)](#)

10:08 A.M.

Presenters:

Marissa Montenegro, Administrative Analyst, County Administrator's Office  
Sita Kutiera, Deputy County Counsel

10:20 A.M. Public Comment Opened

Public Speakers:

Bruce Okrepkie  
Rick Hall  
Peg Champion  
Ian Butcher  
Michael Robinson  
Brad Whitworth  
Whitney Hopkins  
Eric Wee  
Larry Stidham  
Deb Fudge

Jill Plaman  
Roger Sprinkle  
James Brooks  
Cheryl Pabros  
Sue Nelson  
Wesley G. Barry II  
Cindy Higgins  
Bill Carson  
Roger Nelson  
Brandon Cho  
Jo Timmsen  
Richard Carnation

11:08 A.M. Public Comment Closed

Board action: Approved as Recommended  
UNANIMOUS VOTE

11:30 A.M. The Board went into recess.

**COUNTY ADMINISTRATOR**

25. [11:41 A.M. – Safety Net Services Workshop](#)

11:41 The Board reconvened from recess.

11:41 A.M.

Presenters:

Hannah Euser, Administrative Analyst, Office of Recovery and Resiliency  
Barbie Robinson, Director, Health Services  
Karen Fies, Director, Human Services  
Dr. Steve Herrington, Superintendent, Sonoma County Office of Education  
Ana Lugo, Soco Rises Steering Committee  
Shannon Ledger, Soco Rises Steering Committee  
Adam Peacocke, Rebuilding Our Community Sonoma County, Northbay Organizing Project Immigrant Defense Task Force  
Irma Garcia, Northbay Organizing Project Immigrant Defense Task Force  
Daisy Carreno, Northbay Organizing Project Immigrant Defense Task Force  
Ana Salgado, Northbay Organizing Project Immigrant Defense Task Force  
Patricia Moreno, Northbay Organizing Project Immigrant Defense Task Force  
Jennielynn Homes, Rebuilding Our Community Sonoma County, Northbay Organizing Project Immigrant Defense Task Force  
Debbie Mason, Chief Executive Officer, Healthcare Foundation Northern Sonoma County  
Karin Demarest, Vice President for Programs, Community Foundation Sonoma County

1:21 P.M. Public Comment Opened

Public Speakers:

Thomas Ells

1:21 A.M. Public Comment Closed

Board action: Approved as Recommended  
UNANIMOUS VOTE

**SONOMA COUNTY WATER AGENCY**

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

AND

**FIRE AND EMERGENCY SERVICES/SHERIFF'S OFFICE/**

**GENERAL SERVICES/ INFORMATION SYSTEMS**

26. [Lake Sonoma Watershed Fire Camera Pilot Project: Concurrent Actions:](#)
- A) [Authorize Sonoma County Water Agency's General Manager to execute an agreement \(in a form approved by County Counsel\) with The Regents of the University of California, Scripps Institution of Oceanography \(U.C. San Diego\), on behalf of the AlertWildfire consortium of universities, for installation, first year of operation, and administration of the Lake Sonoma Watershed Fire Camera Pilot Project in the amount of \\$422,037.](#)
- B) [Authorize Sonoma County Water Agency's General Manager, Sonoma County Sheriff, County General Services Director, and Information Service Department Director to execute or amend agreements between agencies, other County Departments, and with property owners as needed for the Project.](#)

2:11 P.M.

This item was taken out of order.

Presenters:

Jay Jasperse, Chief Engineer Director of Groundwater Management, Sonoma County Water Agency  
Neal Driscoll, Professor, University of California San Diego  
Lori Wyatt, Sonoma County Water Agency

3:03 P.M. Public Comment Opened

Public Speakers:

Thomas Ells  
Claudia Luke

3:19 P.M. Public Comment Closed

Board action: Approved as Recommended  
UNANIMOUS VOTE

**BOARD OF SUPERVISORS**

27. [Fee Waiver: Approve request for Kiwanis Club of Cloverdale Foundation a fee waiver in the amount of \\$2,007 for the Zoning Permit Level III fee, The Environmental Review CEQA Exemption fee, the Health Review Served by Public Utilities fee, and the Technology Enhancement Fee Permit Type III fees for the Cloverdale Kiwanis Vineyard Races which will serve as a fundraiser to provide free reading books to children who reside in Cloverdale. \(Fourth District\)](#)

1:25 P.M.

Presenters:

James Gore, Supervisor, Fourth District

1:25 P.M. Public Comment Opened

Public Speakers:

None

1:25 P.M. Public Comment Closed

Board action: Approved as Recommended  
UNANIMOUS VOTE

28. [Fee Waiver: Approve a fee waiver in the amount of \\$1160 for the Bodega Bay Fireworks display on July 1st, 2018. \(Fifth District\)](#)

1:26 P.M.

Presenters:

James Gore, Supervisor, Fourth District

1:26 P.M. Public Comment Opened

Public Speakers:

None

1:26 P.M. Public Comment Closed

Board action: Approved as Recommended

UNANIMOUS VOTE

VI. [PUBLIC COMMENT ON CLOSED SESSION ITEMS](#)

1:26 P.M. Public Comment Opened

Public Speakers:

Alice Horowitz

Diana Sanson

Duane DeWitt

1:29 P.M. Public Comment Closed

VII. [CLOSED SESSION CALENDAR](#)

2:10 P.M. Chairman Gore deferred the Closed Session Report until after item 42.

8:08 P.M. Chairman Gore deferred the Closed Session report out until August 14, 2018.

29. [The Board of Supervisors and the Board of Directors of the Sonoma County Water Agency will consider the following in closed session: Conference with Legal Counsel – Existing Litigation – Potter Valley Hydroelectric Project, FERC Project No. 77. \(Government Code Section 54956.9\(d\)\(1\).\)](#)

This item was continued to a future date.

30. [The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Existing Litigation – Kenneth Sheets v. County of Sonoma Workers' Compensation Appeals Board Nos. ADJ10331389; ADJ10331374; ADJ10966611; ADJ10966562; and ADJ274287. \(Government Code Section 54956.9\(d\)\(1\).\)](#)

This item was continued until August 14, 2018.

31. [The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Anticipated Litigation. Potential initiation of litigation pursuant to Government Code section 54956.9\(d\)\(4\). 1 case. Code Enforcement matter against Justin McGrath and Jennifer Nicole McGrath, regarding the property at 26 Bloomfield Rd. \(aka 1794 Hwy. 116, aka 1798 Hwy. 116\), Sebastopol, CA - APN 063-040-034, District 5](#)

This item was continued until August 14, 2018.

32. [The Board of Supervisors will consider the following in closed session: Conference with Real Property Negotiators – Negotiator for the County: Caroline Judy, Director, General Services Department; Negotiator for the Potential Tenant: Lawrance Florin, Chief Executive Officer, Burbank Housing. Under Negotiation: Terms and conditions of possible lease of County-owned property at Aston and Hendley Streets, Santa Rosa, CA. \(Government Code Section 54956.8.\)](#)

This item was continued until August 14, 2018.

33. [The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Existing Litigation – California North Bay Fire Cases, San Francisco Superior Court, JCCP 4955 \(Government Code Section 54956.9\(d\)\(1\).\)](#)

This item was continued to a future date.

34. [The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Anticipated Litigation. Significant exposure to litigation pursuant to Government Code Section 54956.9\(d\)\(2\). 1 Case.](#)

This item was continued until August 14, 2018.

35. [The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Existing Litigation – Catherine Williams v. County of Sonoma- Sonoma County Superior Court Case No. SCV 261355. \(Government Code Section 54956.9\(d\)\(1\).\)](#)

This item was continued to a future date.

36. [The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Existing Litigation – Friends of Chanate v. County of Sonoma; Sonoma County Superior Court Case No. SCV-261103 \(Government Code Section 54956.9\(d\)\(1\).\)](#)

This item was continued until August 14, 2018.

37. [The Board of Supervisors will consider the following in closed session: Conference with Real Property Negotiator - Sonoma Development Center, 15000 Arnold Drive, Eldridge, CA. \(APNs- 054-080-001, 054-090-001, 054-150-005, 054-150-010\) Negotiating parties: For County- Caroline Judy, general Services Director. For State- Gerald McLaughlin, California Department of general Services. Under Negotiation: Terms and conditions of the potential acquisition of the Property. \(Government Code Section 54956.8.\)](#)

This item was continued until August 14, 2018.

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

This item was continued to a future date.

#### VIII. [2:10 P.M.REGULAR AFTERNOON CALENDAR](#)

39. [RECONVENE FROM CLOSED SESSION](#)

Supervisors Present: Susan Gorin, David Rabbitt, Shirlee Zane, James Gore, Lynda Hopkins

Staff Present: Sheryl Bratton, County Administrator and Bruce Goldstein, County Counsel

40. [REPORT ON CLOSED SESSION](#)

2:10 P.M. Chairman Gore deferred the Closed Session Report until after item 42.

8:08 P.M. Chairman Gore deferred the Closed Session report out until August 14, 2018.

#### **PERMIT AND RESOURCE MANAGEMENT/ECONOMIC DEVELOPMENT BOARD**

41. [3:23 P.M. - Cannabis Ordinance Amendments: Hold a public hearing and at the conclusion of the hearing take the following actions:](#)

- A) [Adopt an Ordinance amending Chapter 26 of the Sonoma County Code to allow adult use cannabis businesses, enhance neighborhood compatibility, harmonize with State cannabis laws where appropriate, and make other minor amendments, and determining exemption from the California Environmental Quality Act; and](#)
- B) [Adopt a Resolution introducing, reading the title of, and waiving further reading of a proposed ordinance amending Chapter 14 of the Sonoma County Code to allow adult use cannabis businesses, harmonize with State cannabis laws where appropriate law, and make other minor amendments; and](#)
- C) [Adopt a Resolution introducing, reading the title of, and waiving further reading of a proposed ordinance amending Chapter 35 of the Sonoma County Code to make certain administrative changes.](#)

3:22 P.M. County Counsel Bruce Goldstein was replaced by Chief Deputy County Counsel Jennifer Klein.

3:23 P.M.

Presenters:

Tim Ricard, Business Retention, Economic Development Board  
Amy Lyle, Supervising Planner, Permit and Resource Management Department  
Jennifer Barrett, Deputy Director Planning, Permit and Resource Management Department  
Sita Kutiera, Deputy County Counsel  
Eric Roesser, Auditor-Controller-Treasurer-Tax Collector  
Paul Cocking, Investment and Debt Manager, Auditor-Controller-Treasurer-Tax Collector's Office  
Christine Sosko, Environmental Health and Safety Section Manager, Health Services  
Marvin Moskowitz, Environmental Health and Safety Program Manager, Health Services  
Julie Mercer Ingram, Cannabis Advisory Group  
Brantly Richardson, Cannabis Advisory Group  
Bert Whitaker, Director, Regional Parks

5:01 P.M. Public Comment Opened

Public Speakers:

Autymn Condit  
Greg Dexter  
Jeff Spragen  
Joy Spragen  
Charlene Stone  
Ron Kaufman  
Brenda Ward  
Mitcho Thompson  
Daniel Beck  
Chris Hayes  
Barry Wood  
Debby Dyan  
Shivawn Brady  
Aaron Karres  
Alexa Wall-SCGA  
Laura Waldbaum  
Daniel Gracia, Jr  
Gary Lucas  
Jasmina Cerda  
Sherry Madrone  
Candace Bengi  
Sam Magruder  
Craig Magruder  
Craig Harrison  
Jamie Bachingo  
Gary Robinson  
Richard Rudanshy  
Susanne Nathan  
Moirra Jacobs



Bill Funk  
Robert Gutherie  
Robert Molineaux  
Sandra Muchinaupt  
Alexx Gunningham  
Craig Litwin  
Jude Frates  
Lizette de Arkos  
Phoebe Lang  
Nancy Richardson  
Nick Benttencourt  
Harriet Buck walter  
Kathleen Hohnstein  
Joseph Perry  
Eric Pratonssy  
Kerry Mitchell  
Sarah Schrader  
Richard Strozza-Heckler  
Patrick Bransferd  
Scott Dixon  
Paula Blaydes  
David Morton  
Amil Beuby  
Erich Pearson  
Lindsay Hughes  
David Drijos  
Arthur Deicke  
Shelia Biaggi  
Luanne Daly  
Shaun Mordecai

6:40 P.M. Public Comment Closed

Board Action:

A) Adopt an Ordinance amending Chapter 26 of the Sonoma County Code to allow adult use cannabis businesses, enhance neighborhood compatibility, harmonize with State cannabis laws where appropriate, and make other minor amendments, and determining exemption from the California Environmental Quality Act; and

Board action:

The Board took a Straw Vote on all sections of the proposed ordinance and gave staff instructions to make changes and bring the ordinance back on the Consent Calendar on August 28, 2018.

Set Back from Parks:

Supervisor Hopkins moved to accept staff recommendations.

The motion was seconded by Supervisor Gorin.

AYES: Gorin, Zane, Gore, Hopkins

ABSTENTIONS: Rabbitt

Approved as Recommended

At this time Supervisor Rabbitt made a motion to place a moratorium on all applications with direction to staff on applications in the pipeline.

There was no second.

MOTION FAILS

Inclusion Combining District:

Supervisor Hopkins moved to deny the Inclusion Combining Districts.

The motion was seconded by Supervisor Zane.

UNANIMOUS VOTE

Approved as Amended

Exclusion Combining District:  
Supervisor Zane moved to reject Exclusion Combining Districts.  
The motion was seconded by Supervisor Hopkins.  
AYES: Gorin, Zane, Hopkins  
NOES: Rabbitt, Gore

Propagation Area Allowance:  
Chairman Gore moved to accept staff recommendations.  
The motion was seconded by Supervisor Gorin.  
UNANIMOUS VOTE  
Approved as Recommended

Terms of Land Use Permits:  
Supervisor Zane moved to accept staff recommendations.  
The motion was seconded by Supervisor Gorin.  
AYES: Gorin, Zane, Gore, Hopkins  
NOES: Rabbitt  
Approved as Recommended

Cannabis Permit Requirements:  
Supervisor Gorin moved to require a minimum lot size of 10 acres for all commercial cannabis cultivation operations in the agricultural and resource zones (LIA, LEA, DA, and RRD).  
Applications for commercial cannabis cultivation operations that were deemed complete prior to the effective date of this ordinance may continue to be processed and reviewed under the development criteria and minimum lot size in effect at the time their applications were deemed complete. Any applications for commercial cannabis cultivation approved under this pipeline provision may continue to be renewed as a legal, non-conforming use under limited term use permits in compliance.  
The motion was seconded by Chairman Gore.  
UNANIMOUS VOTE  
Approved as Amended

B) Adopt a Resolution introducing, reading the title of, and waiving further reading of a proposed ordinance amending Chapter 14 of the Sonoma County Code to allow adult use cannabis businesses, harmonize with State cannabis laws where appropriate law, and make other minor amendments; and  
Board action: Approved as Recommended  
UNANIMOUS VOTE  
Approved by Resolution 18-0312A

C) Adopt a Resolution introducing, reading the title of, and waiving further reading of a proposed ordinance amending Chapter 35 of the Sonoma County Code to make certain administrative changes.  
Board action: Approved as Recommended  
UNANIMOUS VOTE  
Approved by Resolution 18-0312B

42. [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 \(All materials related to these actions and determinations can be reviewed at: <http://www.sonoma-county.org/prmd/b-c/index.htm>\)](http://www.sonoma-county.org/prmd/b-c/index.htm)

8:09 P.M.

Board Action: The Board accepted the Acts and Determinations.  
UNANIMOUS VOTE

IX. [BOARD MEMBER REPORTS ON ASSIGNED BOARDS, COUNCILS, COMMISSIONS OR OTHER ATTENDED MEETINGS](#)

There were no Board Reports.

43. [ADJOURNMENT](#)

8:10 P.M. The Board adjourned the meeting in the memory of Elizabeth Howard, Richard Zwinger, and Jairus Ayeta.

The meeting was adjourned to August 14, 2018, at 8:30 A.M.

Respectfully submitted,

Kay Lowtrip,  
Chief Deputy Clerk of the Board

**NOTE: The next Regular meeting will be held on August 14, 2018, at 8:30 a.m.**

**Upcoming Hearings (All dates are tentative until each agenda is finalized)**  
August 14, 2018 – PRMD - UPE14-0008 Ramey Winery Appeal August 7, 2018 2

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

**TUESDAY**

**AUGUST 14, 2018**

**8:30 A.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		

**8:35 A.M. CALL TO ORDER**

Supervisors Present: Susan Gorin, David Rabbitt, James Gore, Lynda Hopkins

Supervisors Absent: Shirlee Zane

Staff Present: Sheryl Bratton, County Administrator and Bruce Goldstein, County Counsel

**PLEDGE OF ALLEGIANCE**

I. [APPROVAL OF THE AGENDA \(Items may be added or withdrawn from the agenda consistent with State law\)](#)

Chair Gore made the following announcements:

Item 37, the Solid Waste Collection Franchise Agreement, was pulled from the agenda.

Item 62 was continued to a later date due to late submissions by the appellants that require additional time for County staff and the applicant to evaluate and respond to the information.

Item 10 - It was noted that for the Green Valley Creek High Flow Channel Project, a comment letter was received on the Initial Study/Negative Declaration from the National Marine Fisheries Service on August 7, 2018, after the comment period closed on July 24, 2018. The Sonoma County Water Agency has taken this letter into consideration regarding the proposed project.

Board action: Approved as Amended  
AYES: Gorin, Rabbitt, Gore, Hopkins  
ABSENT: Zane

II. [CONSENT CALENDAR](#)

**SONOMA COUNTY WATER AGENCY**

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

AND

**SONOMA VALLEY SANITATION DISTRICT**

(Directors: Gorin, Gore, Mayor Agrimonti)

1. [North Bay Water Reuse Authority – Amended Professional Service Agreement: Authorize Water Agency’s General Manager or designee to execute the Third Amended Agreement for Engineering, Environmental, and Public Outreach Services for North Bay Water Reuse Authority with Brown and Caldwell to provide engineering, environmental, and public outreach services for North Bay Water Reuse Authority increasing the amount by \\$176,103, expanding the scope of work to include fiscal year 2018/2019 tasks, and extending the agreement term by one year for a new not-to-exceed agreement total of \\$3,495,756 \(Water Agency share: \\$22,996; Sonoma Valley Sanitation District share: \\$20,405\) and end date of October 31, 2019. The North Bay Water Reuse Program \(Program\) is a model for maximizing the benefits of limited water resources and providing a reliable water source for the region. \(First and Second Districts\)](#)

Board action: Approved as Recommended  
AYES: Gorin, Rabbitt, Gore, Hopkins  
ABSENT: Zane

Sonoma Valley County Sanitation District  
Board Action: Approved as Recommended  
AYES: Gorin, Gore  
ABSENT: Mayor Agrimonti

2. [North Bay Water Reuse Program Phase 2 Final EIR Certification and Project Approval:](#)
  - A) [Adopt a resolution of the Board of Directors of the Sonoma County Water Agency certifying the Final Environmental Impact Report for the North Bay Water Reuse Program Phase 2 and making certain findings in connection therewith.](#)
  - B) [Adopt a resolution of the Board of Directors of the Sonoma Valley County Sanitation District approving projects under its jurisdiction identified in the North Bay Water Reuse Program Phase 2 Final Environmental Impact Report/Environmental Impact Statement, adopting mitigation measures and a Mitigation Monitoring Plan, adopting a Statement of Overriding Considerations, making certain related findings, and authorizing the filing of a Notice of Determination. \(First and Second Districts\)](#)

Board action: Approved as Recommended  
AYES: Gorin, Rabbitt, Gore, Hopkins  
ABSENT: Zane

Sonoma Valley County Sanitation District  
Board Action: Approved as Recommended  
AYES: Gorin, Gore  
ABSENT: Mayor Agrimonti  
Approved by Resolution 18-0313 and 18-0314

**SONOMA COUNTY WATER AGENCY/  
OCCIDENTAL COUNTY SANITATION DISTRICT**

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

3. [Budget Resolutions for the Occidental County Sanitation District and the Airport-Larkfield-Wikiup Sanitation Zone:](#)
  - A) [Adopt a Resolution authorizing adjustment to the Board Adopted Budget for Fiscal Year 2018-2019 for the Sonoma County Water Agency's Airport-Larkfield-Wikiup Sanitation Zone, in the amount of \\$420,000.](#)
  - B) [Adopt a Resolution authorizing adjustment to the Board Adopted Budget for Fiscal Year 2018-2019 for the Occidental County Sanitation District, in the amount of \\$90,000.](#)
  - C) [Authorize Sonoma County Water Agency's General Manager to approve change orders with TerraCon Constructors Inc for construction of backwash discharge piping and the compliance bypass piping at Airport-Larkfield-Wikiup Sanitation Zone Treatment Plant. The work involves a not to exceed amount of \\$150,000 to install piping for compliance with California Code of Regulations Title 22 requirements. \(4/5th Vote Required\)\(Fourth and Fifth Districts\)](#)

Board action: Approved as Recommended  
AYES: Gorin, Rabbitt, Gore, Hopkins  
ABSENT: Zane  
Approved by Resolution 18-0315 and 18-0316

**SONOMA COUNTY WATER AGENCY**  
(Directors: Gorin, Rabbitt, Zane, Gore, Hopkins)  
AND  
**PERMIT AND RESOURCE MANAGEMENT**

4. Hanson Russian River Flood Plain Restoration:
  - A) Authorize the General Manager of the Sonoma County Water Agency to execute a funding agreement with the California Coastal Conservancy not to exceed \$100,000 for additional groundwater and surface water studies related to the Master Restoration Plan; and,
  - B) Adopt a resolution authorizing adjustments to the Board adopted Sonoma County Water Agency Budget for Fiscal Year 2018-2019 for the Russian river Projects Fund in the amount of \$100,000. (Fourth and Fifth Districts)(4/5th Vote Required)

Board action: Approved as Recommended  
AYES: Gorin, Rabbitt, Gore, Hopkins  
ABSENT: Zane  
Approved by Resolution 18-0317

**SONOMA COUNTY WATER AGENCY**  
(Directors: Gorin, Rabbitt, Zane, Gore, Hopkins)

5. Consulting Services for Potter Valley Hydroelectric Project Relicensing Proceedings: Authorize the General Manager of the Sonoma County Water Agency to execute the Cooperative Agreement to Provide Funding for Shared Consulting Services with the Round Valley Indian Tribes in the not-to-exceed amount of \$87,000, to evaluate impacts on Russian River and Eel River watersheds and inform future project relicensing proceedings.

Board action: Approved as Recommended  
AYES: Gorin, Rabbitt, Gore, Hopkins  
ABSENT: Zane

6. Update and Implement Energy Education Program with Sonoma Clean Power Authority: Authorize the Sonoma County Water Agency's (Water Agency) General Manager to execute an agreement with Sonoma Clean Power Authority (Authority) for the Water Agency to update and implement an Energy Education Program through June 30, 2019, in the amount of \$275,000 (Authority is paying the Water Agency) and, consistent with other agreements, authorize the General Manager to amend or terminate the agreement with approval of County Counsel.

Board action: Approved as Recommended  
AYES: Gorin, Rabbitt, Gore, Hopkins  
ABSENT: Zane

7. As-Needed Field Operations Assistance Services:
  - A) Authorize Water Agency's General Manager to execute an agreement with Hanford Applied Restoration & Conservation for as-needed field operations assistance services through August 14, 2020, in the not-to-exceed amount of \$500,000.
  - B) Adopt a Resolution authorizing adjustment to the Board Adopted Budget for Fiscal Year 2018-2019 for the Water Agency Warm Springs Dam Fund in the amount of \$200,000.

Board action: Approved as Recommended  
AYES: Gorin, Rabbitt, Gore, Hopkins  
ABSENT: Zane  
Approved by Resolution 18-0318

8. Janitorial Services: Authorize Water Agency's General Manager to execute an agreement with James Furuli Investment Company, Inc., dba Environmental Dynamics to provide janitorial services through August 24, 2020, for the amount of \$300,000.

Board action: Approved as Recommended  
AYES: Gorin, Rabbitt, Gore, Hopkins  
ABSENT: Zane

9. North Bay Water Reuse Authority Phase II Grant Administration: Adopt a Resolution authorizing the General Manager of the Sonoma County Water Agency, or his designee:
  - A) Sign and file an application with the United States Bureau of Reclamation pursuant to the Water Infrastructure Improvements for the Nation Act for funding the North Bay Water Reuse Program construction activities;
  - B) Execute a cooperative agreement with the United States Bureau of Reclamation; and
  - C) Take all actions necessary to implement the cooperative agreement. (First and Second Districts)

Board action: Approved as Recommended

AYES: Gorin, Rabbitt, Gore, Hopkins

ABSENT: Zane

Approved by Resolution 18-0319

10. Green Valley Creek High Flow Channel Project:
  - A) Adopt a resolution adopting the Initial Study and Negative Declaration for the Green Valley Creek High Flow Channel Project, making certain related findings, approving the project, and directing the General Manager to file a Notice of Determination;
  - B) Authorize the Water Agency's General Manager to execute a License Agreement with Jay and Tammie Ress that will allow the Water Agency to construct the Green Valley Creek High Flow Channel Project, on property owned by Jay and Tammy Ress (Ress Property), located at 10201 Green Valley Road, Sebastopol; and
  - C) Delegate authority to the Water Agency's General Manager to execute a Limited Duration Easement at the termination of the License Agreement for continued use of the Ress Property for the proposed Green Valley Creek High Flow Project for a period not to exceed four years in substantially the form provided to the Board following approval from County Counsel. (Fifth District)

It was noted that for the Green Valley Creek High Flow Channel Project, a comment letter was received on the Initial Study/Negative Declaration from the National Marine Fisheries Service on August 7, 2018, after the comment period closed on July 24, 2018. The Sonoma County Water Agency has taken this letter into consideration regarding the proposed project.

Board action: Approved as Recommended

AYES: Gorin, Rabbitt, Gore, Hopkins

ABSENT: Zane

Approved by Resolution 18-0320

#### **AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT**

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

11. Environmental Services Agreements: Authorize the General Manager of the Sonoma County Agricultural Preservation and Open Space District to execute eleven service agreements for environmental services and planning work on District-protected lands totaling \$925,000 effective for three years ending on August 14, 2021, as follows:
  - A) An agreement with Prunuske Chatham, Inc., in an amount not-to-exceed \$200,000;
  - B) An agreement with Tukman Geospatial LLC in an amount not-to-exceed \$150,000;
  - C) An agreement with John C. Garcia DBA Garcia and Associates, Inc. in an amount not-to-exceed \$100,000;
  - D) An agreement with Pacific Watershed Associates, Inc. in an amount not-to-exceed \$100,000;
  - E) An agreement with Robert E. Evans DBA Rob Evans & Associates in an amount not-to-exceed \$100,000;

- F) [An agreement with Moore, Iacofano, and Goltsman, Inc. DBA MIG, Inc. in an amount not-to-exceed \\$75,000;](#)
- G) [An agreement with Roger Sternberg in an amount not-to-exceed \\$50,000;](#)
- H) [An agreement with Sonoma Resource Conservation District in an amount not-to-exceed \\$50,000;](#)
- I) [An agreement with Thomas M. Origer DBA Tom Origer & Associates in an amount not-to-exceed \\$50,000;](#)
- J) [An agreement with Arthur W. Dawson DBA Baseline Consulting in an amount not-to-exceed \\$25,000; and,](#)
- K) [An agreement with Evans & De Shazo, Inc. in an amount not-to-exceed \\$25,000.](#)

Board action: Approved as Recommended  
AYES: Gorin, Rabbitt, Gore, Hopkins  
ABSENT: Zane

- 12. [Sixth Amendment to Lease for Office of Sonoma County Agricultural Preservation and Open Space District: Authorize the General Manager of the Sonoma County Agricultural Preservation and Open Space District to execute an amendment to the Lease Agreement between Papeete, LLC and the District, extending the lease for two years, through July 31, 2020 for a total cost of \\$438,592.](#)

Board action: Approved as Recommended  
AYES: Gorin, Rabbitt, Gore, Hopkins  
ABSENT: Zane

- 13. [Reauthorization of Farm Bill \(2018\) – Amendment to Agreement: Authorize the General Manager of the Agricultural Preservation and Open Space District to execute an amendment to a July 31, 2017 agreement with 9b Group, Inc., extending the term one year and adding \\$50,000 to the payment terms for a total amount not-to-exceed \\$100,000. This will allow for continued representation during finalization of the Reauthorization of the Conservation title in the 2018 Farm Bill and the subsequent development of Rules, Regulations, and implementing Manuals.](#)

Board action: Approved as Recommended  
AYES: Gorin, Rabbitt, Gore, Hopkins  
ABSENT: Zane

**COMMUNITY DEVELOPMENT COMMISSION**  
(Commissioners: Gorin, Rabbitt, Zane, Gore, Hopkins)

- 14. [Sonoma County Community Development Commission Loan Policy Revisions: Approve amended Sonoma County Community Development Commission \(Commission\) loan policy regarding Executive Director’s authority to waive accrued interest on Commission loans where appropriate to preserve the long-term affordability of Commission-supported properties.](#)

Board action: Approved as Recommended  
AYES: Gorin, Rabbitt, Gore, Hopkins  
ABSENT: Zane

**AUDITOR- CONTROLLER-TREASURER-TAX COLLECTOR**

- 15. [Gold Ridge Resource Conservation District Fund Transfer: Approval of the Resolution of the Board of Supervisors, County of Sonoma, State of California, authorizing the Auditor-Controller Treasurer-Tax Collector to establish a temporary fund transfer for Gold Ridge Resource Conservation District in an amount up to \\$600,000. \(Fourth and Fifth Districts\)](#)

Board action: Approved as Recommended  
AYES: Gorin, Rabbitt, Gore, Hopkins  
ABSENT: Zane  
Approved by Resolution 18-0321



16. [2018 Defaulted Property Tax Sale: Approve a resolution of the Sonoma County Board of Supervisors authorizing the ACTTC to conduct the sale of tax defaulted property at either a public auction on or after October 26, 2018 or a sealed bid sale on or after November 7, 2018.](#)

Board action: Approved as Recommended  
AYES: Gorin, Rabbitt, Gore, Hopkins  
ABSENT: Zane  
Approved by Resolution 18-0322

### **BOARD OF SUPERVISORS**

17. [Disbursement of Fiscal Year 2018-2019 Fourth District Community Investment Fund Grant Awards: Approve Community Investment Fund grant awards and Authorize the County Administrator, or designee, to execute an agreement with the following non-profit entities for advertising and economic development efforts for FY 2018-2019: Cloverdale Arts Alliance –Friday Night Live on the Plaza, \\$2,000; Cloverdale Performing Arts-2018/2019 Season, \\$5,000; Courtney’s Pumpkin Patch- 2018 Pumpkin Patch, \\$1,500; Kiwanis Club of Cloverdale-Oktoberfest, \\$750; Russian River Keeper- 32nd Annual Russian River Watershed Clean up, \\$1,000; Windsor Educational Foundation- Scarecrow Days on the Green, \\$1,500. \(Fourth District\)](#)

Board action: Approved as Recommended  
AYES: Gorin, Rabbitt, Gore, Hopkins  
ABSENT: Zane

18. [Approve the Minutes of the meetings July 10, 24 and 31, 2018.](#)

Board action: Approved as Recommended  
AYES: Gorin, Rabbitt, Gore, Hopkins  
ABSENT: Zane

19. [Original Jurisdiction for Use Permit Modification– Roblar Road Rock Quarry – UPE16-0058: Adopt a Resolution exercising original jurisdiction over the modification of the surface mining Use Permit application for the Roblar Road Rock Quarry located at 7175 Roblar Road Petaluma; APNs 027-080-010; PRMD File No. UPE16-0058. \(Second District\)](#)

Board action: Approved as Recommended  
AYES: Gorin, Rabbitt, Gore, Hopkins  
ABSENT: Zane  
Approved by Resolution 18-0323

### **CLERK-RECORDER-ASSESSOR**

20. [Modern Voting System Contract:](#)
  - A) [Authorize the County Clerk-Recorder-Assessor to execute an agreement with Dominion Voting Systems Inc. to provide equipment, licensing, maintenance, and support services for the Democracy Suite version 5.2 voting system for the period August 7, 2018 through June 30, 2026 in an amount not to exceed \\$2,300,000.](#)
  - B) [Adopt a Resolution adjusting the FY 2018-2019 Budget increasing appropriations to the Clerk-Recorder-Assessor Department by \\$500,000 in order to purchase a modern voting system and accessory equipment needed for implementation. \(4/5th Vote Required\)](#)

Board action: Approved as Recommended  
AYES: Gorin, Rabbitt, Gore, Hopkins  
ABSENT: Zane  
Approved by Resolution 18-0324

### **COUNTY ADMINISTRATOR**

21. Tourism Impact Grant Funding Agreement Renewals:
- A) Authorize the County Administrator, or designee, to delegate authority to renew agreements to extend the term to June 30, 2019 and make minor modifications to allow more time to non-profit partners Russian Riverkeeper on behalf of Clean River Alliance, Mark West Chamber of Commerce, Binational Health, Luther Burbank Memorial Foundation DBA Luther Burbank Center, Bodega Bay Fire Protection District, Coast Life Support District, and City of Sebastopol as well as the Department of Transportation and Public Works to complete grant work financed with FY 2017-2018 Tourism Impact for a total of \$161,322.95;
  - B) Authorize the County Administrator, or designee, to amend this agreement to lengthen the time schedules and make minor modifications to the allowed uses that do not increase the amount awarded under the agreement; and
  - C) Adopt a Budget Resolution amending the Community Investment Fund Fiscal Year 2018-2019 by \$161,322.95 to rebudget prior year awarded but unused Tourism Impact Measure L Funds.

Board action: Approved as Recommended  
AYES: Gorin, Rabbitt, Gore, Hopkins  
ABSENT: Zane  
Approved by Resolution 18-0325

22. Federal Advocacy Service Agreements: Authorize the County Administrator to execute agreements for federal advocacy services:
- A) Van Scoyoc Associates for a term of July 1, 2018 – December 31, 2020 at a rate of \$5,000 per month to provide federal legislative advocacy related to health services, transportation, and tribal issues, and to include overall legislative coordination and strategy; and
  - B) Alcalde and Fay for a term of July 1, 2018 – December 31, 2020 at a rate of \$4,500 per month to provide federal legislative advocacy related to general needs and to include overall legislative coordination and strategy.

Board action: Approved as Recommended  
AYES: Gorin, Rabbitt, Gore, Hopkins  
ABSENT: Zane

23. Recovery Update: Receive update from the Office of Recovery and Resiliency on the status of recovery operations, planning, seeking of funding opportunities, community engagement and status of recovery plan.

Board action: Approved as Recommended  
AYES: Gorin, Rabbitt, Gore, Hopkins  
ABSENT: Zane

**GENERAL SERVICES/ECONOMIC DEVELOPMENT BOARD/  
BOARD OF SUPERVISORS/INFORMATION SYSTEMS**

24. Video Production Services:
- A) Authorize the Chair of the Board to execute an Agreement with Culture Pop Films for Video Production Services for a three year period from September 1, 2018 to August 31, 2021 for an amount not to exceed \$258,354.
  - B) Authorize the Chair of the Board the option to execute two extensions for a period of one year each.

Board action: Approved as Recommended  
AYES: Gorin, Rabbitt, Gore, Hopkins  
ABSENT: Zane

**GENERAL SERVICES/INFORMATION SERVICES**

25. [Information Systems Department Project in Capital Improvement Plan Revision: Adopt a Resolution authorizing the transfer of \\$500,000 funds from Capital Improvement Project R190001-Information Systems Department Space Reconfiguration to Capital Improvement Project R180017-Information Systems Department Reprographics Space Repurpose to meet critical department space needs.](#)

Board action: Approved as Recommended  
AYES: Gorin, Rabbitt, Gore, Hopkins  
ABSENT: Zane  
Approved by Resolution 18-0326

#### **GENERAL SERVICES/TRANSPORTATION AND PUBLIC WORKS**

26. [License Agreement with North Sonoma Coast Fire Protection District for the Annapolis Fire Station:](#)
- A) [Authorize the General Services Director to execute a license agreement with the North Sonoma Coast Fire Protection District, for use of County property located at 32700 Annapolis Road, Annapolis, for use as the Annapolis Fire Station: for a term of ten \(10\) years, commencing on April 1, 2016 and expiring on March 31, 2026, with one, 10-year option to extend the term; and to execute future amendments and associated documents, as reasonably requested by General Services staff, and in consultation with County Counsel, which are not inconsistent with the essential terms of the license agreement; and](#)
- B) [Make findings as required by Government Code Section 26227, that the proposed license agreement is necessary in the furtherance of the public safety needs of the County and is therefore in the public interest, and that the County shall not need the Premises during the term of the license agreement.](#)

Board action: Approved as Recommended  
AYES: Gorin, Rabbitt, Gore, Hopkins  
ABSENT: Zane

#### **HEALTH SERVICES**

27. [First 5 Sonoma County Early Childhood Education Facilities Grant Program and Fiscal Adjustments:](#)
- A) [Authorize the Director of Health Services to execute agreements for the First 5 Sonoma County Early Childhood Education Facilities Grant Program in an amount not-to-exceed \\$600,000 through June 30, 2023 for projects that support the First 5 Sonoma County Commission's Strategic Plan outcomes.](#)
- B) [Adopt a resolution adjusting the fiscal year 2018-2019 final budget by increasing revenues and expenditures in the Department of Health Services by \\$240,127 to support the First 5 Sonoma County Commission's Early Childhood Education Facilities Grant and Responsive Grant Programs. \(4/5 vote required\)](#)

Board action: Approved as Recommended  
AYES: Gorin, Rabbitt, Gore, Hopkins  
ABSENT: Zane  
Approved by Resolution 18-0327

28. [Tobacco Retailer Licensing Ordinance: Adopt a resolution introducing, reading the title of, and waiving further reading of a proposed ordinance amending Chapter 32A of the Sonoma County Code to lower the minimum age for persons selling tobacco from 21 to 18 years. \(First Reading\)](#)

Board action: Approved as Recommended  
AYES: Gorin, Rabbitt, Gore, Hopkins  
ABSENT: Zane  
Approved by Resolution 18-0328

#### **HUMAN SERVICES**

29. [Accept Archstone Expansion Grant Funding: Authorize the Human Services Department to accept expanded grant funding in the amount of \\$375,000 for a three-year grant from the Archstone Foundation to address depression in low-income older adults.](#)

Board action: Approved as Recommended  
AYES: Gorin, Rabbitt, Gore, Hopkins  
ABSENT: Zane

30. [HSD Contract with Workforce Alliance North Bay: Authorize the Director of the Human Services Department to execute an agreement with Workforce Alliance of the North Bay \(WANB\) for \\$107,100 to carry out Regional Planning Implementation activities during the period August 15, 2018 through June 30, 2019. The implementation planning activities will promote upward income mobility for lower waged job seekers and ensure that the needs of the business community are being met.](#)

Board action: Approved as Recommended  
AYES: Gorin, Rabbitt, Gore, Hopkins  
ABSENT: Zane

31. [Authorize the Director of the Human Services Department to execute the following agreements with the Council on Aging and execute future amendments to adjust for revenue changes:](#)
- A) [Contract renewal to provide elder advocacy and care coordination for elder victims of crime with funding from the Victims of Crime Act \(VOCA\) grant in the amount of \\$154,015.00 for the term of July 1, 2018 to December 31, 2019.](#)
- B) [Contract renewal for the Age-Friendly Communities Coordinator in the amount of \\$100,000 for the term of July 1, 2018 through June 30, 2019.](#)

Board action: Approved as Recommended  
AYES: Gorin, Rabbitt, Gore, Hopkins  
ABSENT: Zane

### **INFORMATION SYSTEMS**

32. [Extension of existing agreement with Dimension Data for support of Voice Systems and Infrastructure: Authorize the Director of Information Systems Department to extend an existing Professional Services Agreement with Dimension Data, Inc. for the daily operational support of the County's unified communications telephone system for a total not to exceed \\$311,662 for the period of August 18, 2018 to February 17, 2019.](#)

Board action: Approved as Recommended  
AYES: Gorin, Rabbitt, Gore, Hopkins  
ABSENT: Zane

### **PERMIT AND RESOURCE MANAGEMENT**

33. [Grant Deed of Agricultural Easement and Covenant, Farm Family Housing; ZPE17-0435: Authorize the Chair of the Board of Supervisors to execute a Deed of Agricultural Easement and Covenant to allow one detached farm family dwelling unit on property located at 7013 Westside Road, Healdsburg, APN: 110-240-039. \(Fourth and Fifth Districts\)](#)

Board action: Approved as Recommended  
AYES: Gorin, Rabbitt, Gore, Hopkins  
ABSENT: Zane

### **PROBATION/HUMAN SERVICES**

34. [2018 Combined Fund Drive: Recognize the 2018 County of Sonoma Combined Fund Drive leadership team, chair, David Koch, Probation, and co-chair, Karen Fies, Human Services, and delegate authority to the chairs to conduct the 2018 Fund Drive in partnership with the United Way of the Wine County; approve up to \\$5,500 in General Fund to cover the Fund Drive expenses; and delegate authority for the Fund Drive Chair to sign the Memorandum of](#)

Understanding with United Way of the Wine Country for the administration of the Fund Drive through March 29, 2019.

Board action: Approved as Recommended  
AYES: Gorin, Rabbitt, Gore, Hopkins  
ABSENT: Zane

**REGIONAL PARKS/TRANSPORTATION AND PUBLIC WORKS**

35. Rips Redwoods Updated Trail Easement and Quitclaim to Improve Title:
- A) Adopt resolution of the Board of Supervisors of Sonoma County authorizing the acquisition of a trail easement over a portion of the Rips Redwoods property, making certain findings, and authorizing all other actions necessary to establish a trail easement.
  - B) Authorize the Chair to execute a quitclaim deed as to the interest conveyed to the County of Sonoma by a Right of Entry, recorded on February 2, 1984 as Document Number 1984-007222 in the Office of the Sonoma County Recorder. (Fifth District)

Board action: Approved as Recommended  
AYES: Gorin, Rabbitt, Gore, Hopkins  
ABSENT: Zane  
Approved by Resolution 18-0329

**SHERIFF'S OFFICE**

36. Annual Federal Equitable Sharing Agreement and Certification with the U.S. Department of Justice and the U.S. Treasury: Authorize the Chairperson of the Board of Supervisors to execute an annual Federal Equitable Sharing Agreement and Certification with the U.S. Department of Justice and the U.S. Treasury, as timely annual reporting ensures eligibility for future funding.

Board action: Approved as Recommended  
AYES: Gorin, Rabbitt, Gore, Hopkins  
ABSENT: Zane

**TRANSPORTATION AND PUBLIC WORKS**

37. Solid Waste Collection Franchise Agreement – Sonoma Garbage Collectors Second Amendment: Authorize the Chair to execute Amendment No. 2 to the Solid Waste Collection Franchise Agreement By and Between the County of Sonoma and Sonoma Garbage Collectors (SGC) to:
- A) Provide a residential 20-gallon garbage can service option; and
  - B) Change the audit period from Company's preceding fiscal year to County's preceding fiscal year.

This item was pulled.

38. Agreement with OPAC Consulting Engineers, for design of the Chalk Hill Road Bridge over Maacama Creek Bridge Replacement Project:
- A) Authorize the Chair to execute the agreement with OPAC Consulting Engineers for engineering design services for the Chalk Hill Road Bridge over Maacama Creek Bridge Replacement Project for a not to exceed amount of \$1,779,974, with a term ending 5 years from date of execution.
  - B) Staff also recommends the Board authorize the Director of Transportation and Public Works to execute a 10% contingency in the amount of \$177,997 to fund additional, unforeseen scope changes for the related work. (Fourth District)

Board action: Approved as Recommended  
AYES: Gorin, Rabbitt, Gore, Hopkins  
ABSENT: Zane

**APPOINTMENTS/REAPPOINTMENTS**

39. [Approve the re-appointment of Kevin Jones Jr. to the Commission of Human Rights for a two-year term through April 4, 2020. \(Second District\)](#)

Board action: Approved as Recommended  
AYES: Gorin, Rabbitt, Gore, Hopkins  
ABSENT: Zane

**PRESENTATIONS/GOLD RESOLUTIONS**

**PRESENTATIONS AT THE BOARD MEETING**

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

40. [Adopt a Resolution proclaiming August 26, 2018 to be Women’s Equality Day in Sonoma County. \(Human Resources\)](#)

Board action: Approved as Recommended  
AYES: Gorin, Rabbitt, Gore, Hopkins  
ABSENT: Zane  
Approved by Resolution 18-0330

41. [Adopt a Gold Resolution commending Brian Fies for his contributions to the arts and literature in Sonoma County. \(Fourth District\)](#)

Board action: Approved as Recommended  
AYES: Gorin, Rabbitt, Gore, Hopkins  
ABSENT: Zane  
Approved by Resolution 18-0331

8:51 A.M. Public Comment Opened

Public Speakers:  
Thomas Ells

8:53 A.M. Public Comment Closed

- III. [8:45 A.M. - PUBLIC COMMENT ON MATTERS NOT LISTED ON THE AGENDA BUT WITHIN THE SUBJECT MATTER JURISDICTION OF THE BOARD AND ON BOARD MEMBER REPORTS \(Comments are restricted to matters within the Board’s jurisdiction. The Board will hear public comments at this time for up to thirty minutes. Each person is usually granted time to speak at the discretion of the Chair. Any additional public comments will be heard at the conclusion of the meeting. While members of the public are welcome to address the Board, under the Brown Act, Board members may not deliberate or take action on items not on the agenda.\)](#)

8:53 A.M. Public Comment Opened

Public Speakers:  
Laurie Mitchell  
Patricia Thomas  
Johanna Herron  
Jack Buckhorn  
Richard Hannan  
Mareein De Voe  
James Savage  
Mary Morrison  
Michelle Miller

Roseanne Snyder  
John Jenkel

9:20 A.M. Public Comment Closed

IV. [REGULAR CALENDAR](#)

[AGRICULTURAL COMMISSIONER](#)

42. [2017 Sonoma County Crop Report: Receive the 2017 Sonoma County Crop Report \(Informational Only\)](#)

9:20 A.M.

Presenters:

Sue Ostrom, Assistant Agricultural Commissioner  
Andrew Smith, Deputy Agricultural Commissioner

9:42 A.M. Public Comment Opened

Public Speakers:

Karissa Kruse  
Tawny Tesconi  
Peter Tschernoff

9:55 A.M. Public Comment Closed

Board action: Informational Only

[COUNTY ADMINISTRATOR/FIRE AND EMERGENCY SERVICES](#)

43. [Fire Services Project Update:](#)

A) [Accept an update on the Fire Services Project.](#)

B) [Approve the Sonoma County Comprehensive Fire Service Deployment Plan in Attachment 1.](#)

C) [Implement the Priority Steps in Attachment 2.](#)

D) [Dissolve the existing Fire Services Ad Hoc and appoint a new Fire Implementation Ad Hoc as outlined in Attachment 3.](#)

E) [Dissolve the Fire Services Advisory Council and request that the Sonoma County Fire Chiefs' Association create a select group of Chiefs to provide input to the Fire Implementation Ad Hoc](#)

F) [Direct the Interim Director of Fire and Emergency Services to explore the funding alternatives, including a possible 2019 tax measure, to begin the implementation of the Plan.](#)

10:17 A.M.

Presenters:

Jim Colangelo, Interim Director, Fire and Emergency Services

11:14 A.M. Public Comment Opened

Public Speakers:

Fred Peterson  
Thomas Ells

11:24 A.M. Public Comment Closed

Board action: Approved as Recommended  
AYES: Gorin, Rabbitt, Gore, Hopkins  
ABSENT: Zane

COUNTY ADMINISTRATOR/FIRE AND EMERGENCY SERVICES/  
HUMAN RESOURCES/ BOARD OF SUPERVISORS  
AND  
SONOMA COUNTY WATER AGENCY/COMMUNITY DEVELOPMENT COMMISSION/  
AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT  
(Directors: Gorin, Rabbitt, Zane, Gore, Hopkins)

44. Emergency Management Program Update and Reporting Relationship Study:
- A) Receive and review staff updates regarding key developments in the County's emergency management program including:
- i. Community alert and warning;
  - ii. Role of County Supervisors in disaster;
  - iii. County Emergency Council;
  - iv. Continuity of Operations; and
  - v. Related Human Resource actions.
- B) Review and accept the staff Emergency Management Program Assessment Report and provide direction to staff regarding implementation of selected action items for restructuring the County's emergency management organization.
- C) Review potential options for realignment of the County's emergency management organization and provide direction to staff regarding additional analysis and development of recommendations.
- D) Adopt concurrent resolution directing County entities to develop and/or revise their Continuity of Operations Plans (COOP), identify organizational and procedural opportunities to integrate COOP functions with disaster response functions, and identify and develop a training and exercise program to support and maintain an integrated and effective County COOP and disaster preparedness program.

11:56 A.M.

Presenters:  
Christopher Godley, Interim Emergency Manager

12:35 P.M. Public Comment Opened

Public Speakers:  
None

12:35 P.M. Public Comment Closed

Board action: Approved as Recommended  
AYES: Gorin, Rabbitt, Gore, Hopkins  
ABSENT: Zane  
Approved by Resolution 18-0332

V. PUBLIC COMMENT ON CLOSED SESSION ITEMS



12:37 P.M. Public Comment Opened

Public Speakers:  
None

12:37 P.M. Public Comment Closed

VII. [REGULAR AFTERNOON CALENDAR](#)

VIII. [1:49 P.M. - PRESENTATIONS/GOLD RESOLUTIONS](#)

**HUMAN RESOURCES**

45. [Actuarial Valuation of Proposed Changes to the Memorandum of Understanding extension between the County of Sonoma and the Deputy Sheriff's Association: Receive and review the Tentative Agreement for a potential extension of the Memorandum of Understanding \("MOU"\) between the County of Sonoma \("County"\) and the Deputy Sheriff's Association \("DSA"\) for the period of August 28, 2018, through March 31, 2019 so that the Board is informed to receive the following valuations:](#)
- A) [Valuation of the impact of changes in retiree medical benefits for DSA members of bargaining units 46 and 47 resulting from potential changes to the MOU between the County and DSA, pursuant to California Government Code Section 7507.](#)
- B) [Valuation of the impact of salary and benefit increases for certain members of bargaining units 46 and 47 resulting from potential changes to the MOU between the County and DSA, pursuant to California Government Code sections 31515.5 and 23026.](#)

2:57 P.M.

Presenters:  
Carol Allen, Employee Relations Manager, Human Resources  
Marcia Chadbourne, Risk Manager, Human Resources

3:00 P.M. Public Comment Opened

Public Speakers:  
None

3:00 P.M. Public Comment Closed

Board action: Approved as Recommended  
AYES: Gorin, Rabbitt, Gore, Hopkins  
ABSENT: Zane

46. [Actuarial Valuation of Proposed Changes to the Memorandum of Understanding extension between the County of Sonoma and the Deputy Sheriff's Law Enforcement Management Unit: Receive and review the Tentative Agreement for a potential extension of the Memorandum of Understanding \("MOU"\) between the County of Sonoma \("County"\) and the Deputy Sheriff's Law Enforcement Management Unit \("DSLEM"\) for the period of August 28, 2018, through March 31, 2019 so that the Board is informed to receive the following valuations:](#)
- A) [Valuation of the impact of changes in retiree medical benefits for DSLEM members of bargaining unit 43 resulting from potential changes to the MOU between the County and DSA, pursuant to California Government Code Section 7507.](#)
- B) [Valuation of the impact of salary and benefit increases for certain members of bargaining unit 43 resulting from potential changes to the MOU between the County and DSLEM, pursuant to California Government Code sections 31515.5 and 23026.](#)

2:57 P.M.

Presenters:

Carol Allen, Employee Relations Manager, Human Resources  
Marcia Chadbourne, Risk Manager, Human Resources

3:00 P.M. Public Comment Opened

Public Speakers:

None

3:00 P.M. Public Comment Closed

Board action: Approved as Recommended

AYES: Gorin, Rabbitt, Gore, Hopkins

ABSENT: Zane

### **CLERK-RECORDER-ASSESSOR**

47. [Assessment Roll 2018-2019: Informational presentation – The 2018-2019 Assessment Roll](#)

This item was taken out of order.

2:26 P.M.

Presenters:

William Rousseau, Clerk-Recorder-Assessor  
Greg Walsh, Chief Deputy Assessor, Clerk-Recorder-Assessor's Office

2:56 P.M. Public Comment Opened

Public Speakers:

None

2:56 P.M. Public Comment Closed

Board action: Approved as Recommended

AYES: Gorin, Rabbitt, Gore, Hopkins

ABSENT: Zane

### **BOARD OF SUPERVISORS**

48. [Fee Waiver: Approve a fee waiver in the amount of \\$2,256 for West County Community Services for permitting fees for dining sites to provide meals for seniors in the three venues of Occidental, Forestville and Guerneville. \(Fifth District\)](#)

#### VI. [1:49 P.M. CLOSED SESSION CALENDAR](#)

49. [The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Existing Litigation – Catherine Williams v. County of Sonoma- Sonoma County Superior Court Case No. SCV 261355 \(Government Code Section 54956.9\(d\)\(1\).\)](#)

No reportable action. Direction was given to counsel and staff.

50. [The Board of Supervisors and the Board of Directors of the Sonoma County Water Agency will consider the following in closed session: Conference with Legal Counsel – Existing Litigation – Potter Valley Hydroelectric Project, FERC Project No. 77. \(Government Code Section 54956.9\(d\)\(1\).\)](#)

No reportable action. Direction was given to counsel and staff.

51. [The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Anticipated Litigation. Potential initiation of litigation pursuant to Government Code section 54956.9\(d\)\(4\). 1 case. Code Enforcement matter regarding property at 9500 Bohemian Hwy., Monte Rio, CA, District 5 Property Owners: James E. Harper, Eva D. Harper, both deceased. Sabina Henderson, daughter of the original property owners, is appointed by Letters of Administration to oversee subject property issues.](#)

The Board approved the settlement of the potential code enforcement litigation against the Estate of Eva and James Harper, through the Estate Administrator Sabina Henderson in the amount of \$7,418.80 of PRMD administrative costs and attorneys' fees, and a waiver of all penalty payments, with other negotiated terms, was approved with direction given to County Counsel to effectuate the settlement.

Board action: Approved as Recommended  
AYES: Gorin, Rabbitt, Gore, Hopkins  
ABSENT: Zane

52. [The Board of Supervisors and the Board of Directors of the Agricultural Preservation and Open Space District will consider the following in closed session: Conference with Legal Counsel – Anticipated Litigation. Potential initiation of litigation pursuant to Government Code section 54956.9\(d\)\(2\), \(d\)\(4\) \(1 matter—3115 Porter Creek Road, Santa Rosa, California \[Safari West\], Owners—Peter & Nancy Lang\).](#)

No reportable action. Direction was given to counsel and staff.

53. [The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Anticipated Litigation. Significant exposure to litigation pursuant to Government Code Section 54956.9\(d\)\(2\). 1 Case. Russian Riverkeeper v Sonoma County.](#)

The Board authorized County Counsel to settle the Russian Riverkeeper claim of \$25,602 for work performed.

Board action: Approved as Recommended  
AYES: Gorin, Rabbitt, Gore, Hopkins  
ABSENT: Zane

54. [The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Anticipated Litigation. Potential initiation of litigation pursuant to Government Code section 54956.9\(d\)\(4\). 1 case. Code Enforcement matter against Justin McGrath and Jennifer Nicole McGrath, regarding the property at 26 Bloomfield Rd. \(aka 1794 Hwy. 116, aka 1798 Hwy. 116\), Sebastopol, CA - APN 063-040-034, District 5.](#)

The Board approved the settlement of the potential code enforcement litigation against Justin McGrath and Jennifer Nicole McGrath, in the amount of \$4,817.97 of PRMD costs, and a waiver of all penalty payments and attorney's fees costs, with other negotiated terms, was approved with direction given to County Counsel to effectuate the settlement.

Board action: Approved as Recommended  
AYES: Gorin, Rabbitt, Gore, Hopkins  
ABSENT: Zane

55. [The Board of Supervisors will consider the following in closed session: Conference with Real Property Negotiators – Negotiator for the County: Caroline Judy, Director, General Services Department; Negotiator for the Potential Tenant: Mary Stompe, Executive Director, PEP Housing. Under Negotiation: Terms and conditions of possible lease of County-owned property. APN #051-020-025. \(Government Code Section 54956.8.\)](#)

No reportable action. Direction was given to property negotiator and staff.

56. [The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Anticipated Litigation. Significant exposure to litigation pursuant to Government Code Section 54956.9\(d\)\(2\). 1 Case.](#)

No reportable action. Direction was given to counsel and staff.

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

No reportable action. Direction was given to labor negotiators and staff.

58. [RECONVENE FROM CLOSED SESSION](#)

Supervisors Present: Susan Gorin, David Rabbitt, James Gore, Lynda Hopkins

Supervisors Absent: Shirlee Zane

Staff Present: Michael Gossman, Deputy County Administrator and Bruce Goldstein, County Counsel

59. [REPORT ON CLOSED SESSION FROM AUGUST 7, 2018](#)

60. [REPORT ON CLOSED SESSION FROM AUGUST 14, 2018](#)

1:49 P.M. Chairman Gore deferred the Closed Session report.

3:47 P.M. County Counsel Bruce Goldstein reported on Items 49 through 57.

#### **PERMIT AND RESOURCE MANAGEMENT**

61. [2:09 P.M. - Request for an Amendment to a Use Permit for the Sebastopol Charter School to allow modification of Condition of Approval #62 to add interim measures for condition compliance related to crossing of SR 116 at Danmar Drive and approve an Addendum to the Approve the proposed Amendment to Use Permit UPE14-0090 for the Sebastopol Charter School to modify Condition of Approval 62 to add interim measures for condition compliance and approval of an Addendum to the Project Revised Mitigated Negative Declaration. \(Fifth District\)](#)

This item was taken out of order.

2:09 P.M.

Presenters:

Jennifer Barrett, Deputy Director of Planning, Permit and Resource Management Department

2:18 P.M. Public Comment Opened

Public Speakers:

Janet Mathews

Bob Haroche

2:24 P.M. Public Comment Closed

Board action: Approved as Recommended

AYES: Gorin, Rabbit, Gore

ABSENT: Zane

Recused: Hopkins

62. [1:45 P.M. Appeal of a Use Permit approval for a new 60,000 case winery, a wine cave, a two-guest room marketing accommodation unit, a public and reserve tasting room, agricultural promotional events, and industry wide events; located at 7097 Westside Road, Healdsburg. PRMD File No. UPE14-0008. Appellants: Warren Watkins representing Healdsburg Citizens for Sustainable Solutions, Maacama Watershed Alliance, Forest Unlimited, Sonoma Coast Rural Preservation, and Todd Everett. Project Applicants: David and Carla Ramey on behalf of Ramey Vineyards LLC.: Conduct a public hearing and at the conclusion of the hearing, adopt a Resolution denying the appeal and upholding the Board of Zoning Adjustment's decision to approve the Use Permit for a 60,000 case winery, a new wine](#)

cave, conversion of an existing historic hop kiln building to a public tasting room and conversion of an existing historic hop baling barn to a reserve tasting room with a two-guest room marketing accommodation unit on the upper floor, 22 agricultural promotional events per year, and two industry wide event days per year on 75 acres. (Fourth District)

This item was pulled from the agenda.

**AUDITOR- CONTROLLER-TREASURER-TAX COLLECTOR/COUNTY COUNSEL**

63. 3:45 P.M. Hearing to Consider Rescission of the Tax Sale of A.P.N. 035-091-022-000 & 035-091-025-000: Conduct hearing to consider whether to rescind the tax sale of A.P.N. 035-091-022-000 & 035-091-025-000, as required by Revenue and Taxation Code Section 3731.

3:53 P.M.

Presenters:

Annette Elder-Evins, Petitioner  
Erick Roesser, Auditor Controller Treasurer Tax Collector  
Lauren Walker, Deputy County Counsel

4:27 P.M. Public Comment Opened

Public Speakers:

John Firtsch  
Alexandria Biasotti  
Annette Elder-Evans

4:31 P.M. Public Comment Closed

Board action: Chairman Gore moves to rescind tax sale. Written findings to return on August 28, 2018.  
AYES: Gorin, Rabbit, Gore, Hopkins  
ABSENT: Zane

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

64. 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>)

4:50 P.M. The Board accepted the Acts and Determinations.

65. ADJOURNMENT

4:51 P.M. The Board adjourned the meeting in the memory of Pedro Diaz, Sr., Herbert Rolf Ziemer, Robert Thomas, Matthew Burchett, Edith Lavinia Narey and Janet Guidotti.

The meeting was adjourned to April 28, 2018 at 8:30 A.M.

Respectfully submitted,

Kay Lowtrip,  
Chief Deputy Clerk of the Board

**NOTE: The next Regular meeting will be held on August 28, 2018, at 8:30 a.m.**  
**Upcoming Hearings (All dates are tentative until each agenda is finalized)**

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

**TUESDAY**

**AUGUST 28, 2018**

**8:30 A.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		

**8:34 A.M. CALL TO ORDER**

Supervisors Present: Susan Gorin, David Rabbitt, Shirlee Zane, Lynda Hopkins

Supervisors Absent: James Gore

Staff Present: Sheryl Bratton, County Administrator and Bruce Goldstein, County Counsel

**PLEDGE OF ALLEGIANCE**

I. [APPROVAL OF THE AGENDA \(Items may be added or withdrawn from the agenda consistent with State law\)](#)

8:34 A.M.

Vice Chair David Rabbitt announced corrections were made to Item 6. The vote requirement should be majority not 4/5ths. The recommended action should read the "18/19 fiscal year" not the "17/18 fiscal year".

Board Action:

The Board approved the agenda as amended

AYES: Gorin, Rabbitt, Zane, Hopkins

ABSENT: Gore

II. [CONSENT CALENDAR](#)

**HUMAN RESOURCES/BOARD OF SUPERVISORS**

AND

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

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

AND

**COMMUNITY DEVELOPMENT COMMISSION**

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

1. [Creation of New Emergency Management Job Classifications:](#)
- A) [Adopt a Concurrent Resolution amending the Salary Resolution No. 95-0926, Appendix A &€" Salary Tables, Department Heads &€" Unit 052, to establish the new classification and salary for Director of Emergency Management, and Administrative Management &€" Unit 50, to establish the new classification and salary for Emergency Alert and Warning Program Manager, effective August 28, 2018.](#)
- B) [Introduce the Ordinance exempting the Director of Emergency Management from the Civil Service System. \(First Reading\)](#)

- C) [Adopt a Resolution adding 1.0 full-time equivalent Director of Emergency Management and 1.0 full-time equivalent Emergency Alert and Warning Program Manager to the Fire and Emergency Services Department, effective August 28, 2018.](#)

Board Action: Approved as Recommended  
AYES: Gorin, Rabbitt, Zane, Hopkins  
ABSENT: Gore  
Approved by Resolutions 18-0335 and 18-0336

**COUNTY ADMINISTRATOR/ FIRE AND EMERGENCY SERVICES**

- 2. [Extend Proclamation of Local Emergency Due to Sonoma Complex Fire: Adopt a Resolution Extending the Proclamation of Local Emergency Issued on October 9, 2017, for another 30 Days Due to Damage Arising from the Complex Fire. \(4/5th Vote Required\)](#)

Board Action: Approved as Recommended  
AYES: Gorin, Rabbitt, Zane, Hopkins  
ABSENT: Gore  
Approved by Resolution 18-0337

**COUNTY ADMINISTRATOR**

- 3. [LAFCO Memorandum of Understanding: Authorize the County Administrator to sign the Memorandum of Understanding for the Sonoma Local Agency Formation Commission for Fiscal Year 2018-19.](#)

Board Action: Approved as Recommended  
AYES: Gorin, Rabbitt, Zane, Hopkins  
ABSENT: Gore

- 4. [Recovery Update: Receive an update on the status of recovery operations, planning, seeking of funding opportunities, community engagement and status of recovery plan.](#)

Board Action: Approved as Recommended  
AYES: Gorin, Rabbitt, Zane, Hopkins  
ABSENT: Gore

**AUDITOR-CONTROLLER-TREASURER-TAX COLLECTOR /COUNTY COUNSEL**

- 5. [Resolution Rescinding Tax Sale of Real Property Commonly Addressed as 948 Leddy Avenue, Santa Rosa, California: Adopt a Resolution determining the real property commonly addressed as 948 Leddy Avenue, Santa Rosa, California, and more particularly identified by Sonoma County Assessor Parcel Numbers 035-091-022 and 035-091-025 should not have been sold at tax sale; making findings of fact in support of said determination; rescinding the tax sale; and authorizing and directing the Tax Collector to record a Rescission of Tax Deed releasing any and all interest in said property transferred by the tax deed recorded on October 27, 2016.](#)

Board Action: Approved as Recommended  
AYES: Gorin, Rabbitt, Zane, Hopkins  
ABSENT: Gore  
Approved by Resolution 18-0338

**GENERAL SERVICES**

- 6. [Approval of Construction Contract for the Sonoma Veteransâ€™s Hall Kitchen Upgrades:](#)
  - A) [Authorize the Chair of the Board to approve a contract with CWS Construction in the amount of \\$372,000, for the designated kitchen improvements and associated accessibility upgrades at Sonoma Veterans Memorial Hall.](#)



- B) [Adopt a resolution authorizing budgetary adjustments to the 2017-18 Final Budget for the General Services Department, in the amount of \\$70,000, necessary for the Sonoma Veterans Memorial Building kitchen and upgrade project. \(4/5th Vote Required\)](#)

Board Action: Approved as Amended

The vote requirement should be majority not 4/5ths. The recommended action should read the "18/19 fiscal year" not the "17/18 fiscal year".

AYES: Gorin, Rabbitt, Zane, Hopkins

ABSENT: Gore

Approved by Resolution 18-0339

### **HEALTH SERVICES**

- 7. [Tobacco Retailer Licensing Ordinance: Adopt an ordinance amending Chapter 32A of the Sonoma County Code to lower the minimum age for persons selling tobacco from 21 to 18 years. \(Ready for Adoption\)](#)

Board Action: Approved as Recommended

AYES: Gorin, Rabbitt, Zane, Hopkins

ABSENT: Gore

Approved by Ordinance 6239

### **AUDITOR-CONTROLLER-TREASURER-TAX COLLECTOR/HEALTH SERVICES/ ECONOMIC DEVELOPMENT BOARD**

- 8. [Cannabis Ordinance Amendments:](#)
  - A) [Adopt an ordinance amending Chapter 14 of the Sonoma County Code to allow adult use cannabis businesses, harmonize with State cannabis laws where appropriate, and make other minor amendments; \(Majority\) \(Second Reading â€œ Ready for Adoption\); and](#)
  - B) [Adopt an ordinance amending Chapter 35 of the Sonoma County Code to make certain administrative changes; \(4/5th Vote Required\) \(Second Reading â€œ Ready for Adoption\).](#)
  - C) [Approve the appointment of three members to serve on the Sonoma County Cannabis Advisory Group \(4/5th Vote Required\)](#)

Board Action: Approved as Recommended

AYES: Gorin, Rabbitt, Zane, Hopkins

ABSENT: Gore

Approved by Ordinances 6240 and 6241

### **PERMIT AND RESOURCE MANAGEMENT**

- 9. [Planning Consultant Contract Amendment â€œ e360 LLC:](#)
  - A) [Authorize the Director of Permit Sonoma to execute an amendment to an agreement with planning consultant, e360 LLC, increasing the contract amount by \\$1,190,000, resulting in a new not-to-exceed amount of \\$1,765,000 through December 31, 2019, to provide planning-related services.](#)
  - B) [Adopt a resolution approving a budget increase for FY 18-19 revenue and expenditure appropriations by \\$800,000 to cover anticipated costs in FY 18-19. \(4/5th Vote Required\)](#)

Board Action: Approved as Recommended

AYES: Gorin, Rabbitt, Zane, Hopkins

ABSENT: Gore

Approved by Resolution 18-0340

**PRESENTATIONS/GOLD RESOLUTIONS**

**PRESENTATIONS AT THE BOARD MEETING**

(Gold resolutions will be presented at 11:00 A.M.)

10. [Adopt a Gold Resolution proclaiming September 2018 as National Preparedness Month for Sonoma County. \(Fire and Emergency Services\)](#)

Board Action: Approved as Recommended

AYES: Gorin, Rabbitt, Zane, Hopkins

ABSENT: Gore

Approved by Resolution 18-0341

11. [Adopt a Gold Resolution commending Xavier Polk, Fred Ptucha and David Wahlstrom of Climbers for Peace in Iran for the vision and courage they demonstrated by reaching out to the Iranian people to promote World Peace for all people. \(Third District\)](#)

Board Action: Approved as Recommended

AYES: Gorin, Rabbitt, Zane, Hopkins

ABSENT: Gore

Approved by Resolution 18-0342

12. [Adopt a Resolution Endorsing the Diesel Free By 2033 Statement of Purpose to cut use of diesel to zero by 2033. \(Third District\)](#)

Board Action: Approved as Recommended

AYES: Gorin, Rabbitt, Zane, Hopkins

ABSENT: Gore

Approved by Resolution 18-0343

13. [Adopt a Resolution Supporting Medicare, Medicaid, and Social Security programs. \(Third District\)](#)

Board Action: Approved as Recommended

AYES: Gorin, Rabbitt, Zane, Hopkins

ABSENT: Gore

Approved by Resolution 18-0344

**PRESENTATIONS ON A DIFFERENT DATE**

14. [Adopt a Gold resolution recognizing the County employee participation in the annual Day of Caring event on Wednesday, September 19, 2018, in partnership with the City of Santa Rosa. \(Human Resources\)](#)

8:45 A.M. Public Comment Opened

Public Speakers:

Michael Hilbur

8:48 P.M. Public Comment Closed

Board Action: Approved as Recommended

AYES: Gorin, Rabbitt, Zane, Hopkins

ABSENT: Gore

Approved by Resolution 18-0345

- III. [8:45 A.M. - PUBLIC COMMENT ON MATTERS NOT LISTED ON THE AGENDA BUT WITHIN THE SUBJECT MATTER JURISDICTION OF THE BOARD AND ON BOARD MEMBER REPORTS \(Comments are restricted to matters within the Board's jurisdiction. The Board will hear public comments at this time for up to thirty minutes. Each person is usually granted time to speak at the discretion of the Chair. Any additional public comments](#)

will be heard at the conclusion of the meeting. While members of the public are welcome to address the Board, under the Brown Act, Board members may not deliberate or take action on items not on the agenda.)

8:48 A.M. Public Comment Opened

Public Speakers:

Danielle Cagen  
Rachel Zierdt  
Michelle Miller  
Mary Morrison  
Maureen Devoe  
Roseanne Snyder  
James Savage  
Rachel Bell  
Richard Hanson  
John Jenkel

9:13 A.M. Public Comment Closed

IV. REGULAR CALENDAR

**HUMAN RESOURCES**

15. Memorandum of Understanding extension between the County of Sonoma and the Deputy Sheriffsâ€™ Association: Adopt a Resolution approving an extension and associated benefits changes to the Memorandum of Understanding (MOU) between the County of Sonoma and the Deputy Sheriffâ€™s Association (DSA) for the period of August 28, 2018 through March 31, 2019.

9:13 A.M. This item was heard with item 16.

Presenters:

Carol Allen, Employee Relations Manager, Human Resources  
Marcia Chadbourne, Risk Manager, Human Resources

9:23 A.M. Public Comment Opened

Public Speakers:

None

9:23 A.M. Public Comment Closed

Board Action: Approved as Recommended

AYES: Gorin, Rabbitt, Zane, Hopkins

ABSENT: Gore

Approved by Resolution 18-0346

16. Memorandum of Understanding extension between the County of Sonoma and the Deputy Sheriffsâ€™ Law Enforcement Management Unit: Adopt a Resolution approving an extension and associated benefits changes to the Memorandum of Understanding (MOU) between the County of Sonoma and the Deputy Sheriffsâ€™ Law Enforcement Management Unit for the period of August 28, 2018 through March 31, 2019.

9:13 A.M. This item was heard with item 15.

Presenters:

Carol Allen, Employee Relations Manager, Human Resources  
Marcia Chadbourne, Risk Manager, Human Resources

9:23 A.M. Public Comment Opened

Public Speakers:

None

9:23 A.M. Public Comment Closed

Board Action: Approved as Recommended  
AYES: Gorin, Rabbitt, Zane, Hopkins  
ABSENT: Gore  
Approved by Resolution 18-0347

**AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT**

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

17. [Donnell Ranch Conservation Easement Acquisition: Adopt resolution of the Board of Directors of the Sonoma County Agricultural Preservation and Open Space District authorizing the acquisition of a conservation easement for \\$3,812,000 over the Donnell Ranch property, making certain findings, and authorizing and directing the General Manager to take all other actions necessary to establish a conservation easement. \(First District\)](#)

9:26 A.M.

Presenters:

Misti Arias, Open Space District Program Manager, Agricultural Preservation and Open Space District  
Bill Keene, Open Space District General Manager, Agricultural Preservation and Open Space District  
Sara Press, Open Space District Land Acquisition Associate, Agricultural Preservation and Open Space District

9:41 A.M. Public comment opened

Public Speakers:

Wendy Eliot  
Michael Hilbur

9:45 A.M. Public comment closed

Board Action: Approved as Recommended  
AYES: Gorin, Rabbitt, Zane, Hopkins  
ABSENT: Gore  
Approved by Resolution 18-0348

**BOARD OF SUPERVISORS**

18. [Board Sponsorship: Approve a board sponsorship in the amount of \\$5,000 for the Petaluma Educational Foundation. \(Second District\)](#)

9:46 A.M.

Presenters:

Supervisor David Rabbitt, Second District

10:01 A.M. Public comment opened

Public Speakers:

NONE

10:01 A.M. Public comment closed

Board Action: Approved as Amended  
The funding source for this item was split, \$2,500.00 was to come from District 2 funding sources and \$2,500.00 will come from the Contingency Fund.  
AYES: Gorin, Rabbitt, Zane, Hopkins  
ABSENT: Gore

V. [11:04 A.M. - PRESENTATIONS/GOLD RESOLUTIONS](#)

VI. [PUBLIC COMMENT ON CLOSED SESSION ITEMS](#)

This item was taken out of order.

10:04 A.M. Public Comment was opened

Public Speakers:

None

10:04 A.M. Public Comment was closed

10:04 A.M. The Board recessed to Closed Session

VII. [CLOSED SESSION CALENDAR](#)

11:04 A.M. Vice Chair Rabbitt deferred the Closed Session Report until after item 25.

1:38 P.M. Assistant County Counsel Robert Pittman reported on Closed Session Items 19 through 21.

19. [The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel â€™ Anticipated Litigation. Potential initiation of litigation pursuant to Government Code section 54956.9\(d\)\(4\). 1 case. Code Enforcement matter re property at 1340 Dry Creek Road, Healdsburg; APN 089-040-019; District 4.](#)

The settlement of the potential code enforcement litigation against Calistoga Properties, LLC, in the amount of \$14,334.77 consisting of Permit and Resource Management Department (PRMD) costs, attorney’s fees, and a 4.5 permit multiplier fee; and a waiver of all accrued and daily penalty payments, with other negotiated terms, was approved with direction given to County Counsel to effectuate the settlement.

AYES: Gorin, Rabbitt, Zane, Hopkins

ABSENT: Gore

20. [The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel â€™ Anticipated Litigation. Significant exposure to litigation and potential initiation of litigation pursuant to Government Code Sections 54956.9\(d\)\(2\) & \(4\). 1 case. Re: Code Enforcement matter re: property at 3062 Adobe Rd., Petaluma; APN 017-070-023; District 2.](#)

No reportable action. Direction was given to staff.

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

No reportable action. Direction was given to labor negotiators.

VIII. [REGULAR AFTERNOON CALENDAR](#)

22. [RECONVENE FROM CLOSED SESSION](#)

Supervisors Present: Susan Gorin, David Rabbitt, Shirlee Zane, Lynda Hopkins

Supervisors Absent: James Gore

Staff Present: Sheryl Bratton, County Administrator and Robert Pittman, Assistant County Counsel

23. [REPORT ON CLOSED SESSION](#)

11:04 A.M. Vice Chair Rabbitt deferred the Closed Session Report until after item 25.

1:38 P.M. Assistant County Counsel Robert Pittman reported on Closed Session Items 19 through 21.

24. [REPORT ON CLOSED SESSION FROM THE AUGUST 7, 2018 MEETING](#)

11:04 A.M. Vice Chair Rabbitt deferred the Closed Session Report until after item 25.

1:39 P.M. Assistant County Counsel Robert Pittman reported on Closed Session Items from the August 7, 2018 meeting. Please see the August 7, 2018, meeting minutes for the report outs.

IX. [BOARD MEMBER REPORTS ON ASSIGNED BOARDS, COUNCILS, COMMISSIONS OR OTHER ATTENDED MEETINGS](#)

Supervisor Hopkins attended a First 5 Commission meeting. She attended the first ever joint meeting of the Monte Rio and Russian River fire boards discussing consolidation. She also attended a West County Fire consolidation ad hoc. She attended the Jenner Headlands opening celebration with Supervisor Zane. She attended a Lower Russian River Municipal Advisory Committee meeting.

Supervisor Gorin attended a Grand Reopening Ceremony at the Olea Hotel which was in the burn area. She attended Sonoma County Waste Management Agency meeting.

Supervisor Zane attended a meeting in Sacramento on August 21, 2018, discussing recovery in Sonoma County and the Army Corps of Engineers. She attended a meeting with the Alberta government in Canada discussing Canadian sand oil extraction. She presented challenge coins to the City of Santa Rosa Police department for their work during the October Wildfires.

Supervisor Rabbitt attended a Petaluma and Sonoma Valley Groundwater Sustainability Agency (GSA) discussing fees. He attended a Golden Gate Bridge District meeting discussing the refurbishment of ferry boats and the suicide deterrent net.

25. [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 \(All materials related to these actions and determinations can be reviewed at: <http://www.sonoma-county.org/prmd/b-c/index.htm>\)](#)

There were no Acts and Determinations.

12:03 P.M. The Board recessed to Closed Session

1:38 P.M. The Board reconvened from Closed Session.

26. [ADJOURNMENT](#)

1:42 P.M. The Board adjourned the meeting in the memory of Gary Rasche, Marjorie Walker, and Phillip Mendoza.

The meeting was adjourned to September 11, 2018 at 8:30 A.M.

Respectfully submitted,

Kay Lowtrip,  
Chief Deputy Clerk of the Board

**NOTE: The next Regular meeting will be held on September 11, 2018, at 8:30 a.m.**

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

September 11, 2018 Transportation and Public Works - Salmon Creek, Jenner and Freestone Water District Financing.  
August 28, 2018



## 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:** September 11, 2018

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Sheryl Bratton, 565-2431  
Peter Bruland, 565-3086

**Supervisorial District(s):**

**Title:** Board of Supervisors' Response to the 2017-2018 Civil Grand Jury Report

### Recommended Actions:

1. Approve the Board of Supervisors response to the 2017-2018 Civil Grand Jury Report recommendations, and direct staff to formally transmit Sonoma County's complete set of responses to the 2017-2018 Civil Grand Jury Report findings and recommendations.
2. Approve a resolution expressing support for the revisions to the State of California Fire Mutual Aid as cited by the California Fire Chiefs Association.

### Executive Summary:

Each year the Civil Grand Jury completes a Final Report on its investigations of potential issues in local government agencies. The 2017-2018 Grand Jury Final Report was presented to the Presiding Judge of the Superior Court on June 20, 2018, and covered different aspects of response to the October 2017 Fires. The Final Report included various findings and recommendations that require response from the Board of Supervisors within 90 days, or no later than September 18, 2018.

Once approved, the full set of responses to the 2017-18 Civil Grand Jury Report will be transmitted to the Presiding Judge of the Superior Court.

### Discussion:

Under California Law, Civil Grand Jury's exercise oversight of local government agencies, including counties, cities, and special districts. They do so by investigating issues that are either brought to their attention through citizen complaints or are selected by the Grand Jury members and issuing reports on their findings and recommendations.

The 2017-2018 Grand Jury Final Report was presented to the Presiding Judge of the Superior Court on June 20, 2018. It contained three sections, all related to response to and rebuilding from the October 2017 fires. The three areas examined were:



1. October Firestorm Emergency Report
2. The Evacuation and Sheltering of Animals
3. Overall Progress at Permit Sonoma

The full reports are available online at:

<http://sonoma.courts.ca.gov/sites/all/assets/pdfs/general-info/grand-jury/2017-2018/FinalReport.pdf>

and are on file with the Clerk of the Board.

Two of these reports, “October Firestorm Emergency Response” and “The Evacuation and Sheltering of Animals” require responses from the Board of Supervisors. The California Penal Code Section 933 requires the Board of Supervisors to formally respond to the Presiding Judge within 90 days, or no later than September 18, 2018. Attachment 1 includes the Board of Supervisor responses for review and approval.

One of the Recommendations requests that the Board of Supervisors “strongly support revisions to the State of California Fire Mutual Aid as cited by the California Fire Chiefs Association”. The County has already expressed support through its participation in the California State Association of Counties, which supported the Fire Chiefs Association at committee hearings, and through its membership in the Rural County Representatives of California, which the Board voted to join on August 7, 2018, and which was a co-signer of the request for changes along with the Fire Chiefs Association. In addition, this item requests approval of a resolution (Attachment 2) further signaling support for the proposal.

In addition, all three reports requests responses from County Departments. These responses, which come from the departments and do not require Board approval, were due within 60 days. The responses that were submitted are in Attachment 3.

Once approved, the full set of responses to the 2017-18 Grand Jury Report will be transmitted to the Presiding Judge of the Superior Court.

**Prior Board Actions:**

The Board annually approved required Responses to the Grand Jury.

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

Board responses to the Grand Jury reports promote transparency and accountability in County government.

<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 18-19 Adopted</b>	<b>FY 19-20 Projected</b>	<b>FY 20-21 Projected</b>
Budgeted Expenses			
Additional Appropriation Requested			
<b>Total Expenditures</b>			
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>			
<b>Narrative Explanation of Fiscal Impacts:</b>			
There is no fiscal impact associated with this action. Potential future financial implications are noted in the individual responses.			
<b>Staffing Impacts</b>			
<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A – I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
Attachment 1: Board of Supervisors responses to the 2017-2018 Civil Grand Jury Report			
Attachment 2: Resolution			
Attachment 3: Departmental Responses to the 2017-2018 Civil Grand Jury Report			
<b>Related Items “On File” with the Clerk of the Board:</b>			
Sonoma County Civil Grand Jury 2017-18 Final Report			

COUNTY OF SONOMA  
BOARD OF SUPERVISORS

575 ADMINISTRATION DRIVE, RM. 100A  
SANTA ROSA, CALIFORNIA 95403

(707) 565-2241  
FAX (707) 565-3778



MEMBERS OF THE BOARD

JAMES GORE  
CHAIR

DAVID RABBITT  
VICE CHAIR

SUSAN GORIN

SHIRLEE ZANE

LYNDA HOPKINS

September 18, 2018

The Honorable Gary Nadler, Presiding Judge  
Sonoma County Superior Court  
600 Administration Drive  
Santa Rosa, CA, 95403

RE: Response to 2017-2018 Sonoma County Grand Jury Report

Dear Judge Nadler:

Thank you for the opportunity to respond to the 2017-2018 Grand Jury Report. Attached are the Sonoma County Board of Supervisors' responses to reports entitled:

1. October Firestorm Emergency Response
2. The Evacuation and Sheltering of Animals During the Firestorm of October 2017

We would like to thank the 2017-18 Grand Jurors for their service.

Sincerely,

James Gore  
Chair and District 4 Supervisor

Attachments: Responses

cc: Members, Sonoma County Board of Supervisors  
Dee Schweitzer, Foreperson, 2018-19 Sonoma County Civil Grand Jury  
William Rousseau, County Clerk  
Sheryl Bratton, Sonoma County Administrator  
Bruce Goldstein, County Counsel

# **Sonoma County Board of Supervisors Response to “October Firestorm Emergency Response” Grand Jury Report**

## **FINDINGS**

### **We agree with these finding(s):**

F1. The County Emergency Operations Center faced numerous challenges early in its set-up, affecting efficiency.

F3. Due to demands for immediate tactical emergency response, emergency oversight and management were overwhelmed.

It is critical to note that the extraordinarily rapid onset and continually evolving nature of these fires created significant challenges for first responders and support staff in the scope, speed and quantity of services required to protect life safety and property.

F5. Sound judgment and extraordinary efforts by individual emergency responders reduced the risk of more serious loss in Santa Rosa.

### **We disagree wholly or partially with these finding(s):**

**F2. The emergency notification systems in use did not reach the most people in the quickest time.**

#### **We disagree partially with this finding.**

The finding is ambiguous. The alert and warning systems in place at the time of the incident performed as designed. The relatively few number of residents subscribing to the SoCoAlert limited the number of residents contacted. As set forth in the CalOES independent assessment, the Wireless Emergency Alert System (WEA) was not used. The effectiveness of other warning systems were degraded by the loss of power, wireless data, and cell phone systems in the impacted areas. Public warning efforts were also significantly compromised by a lack of situational awareness which was almost impossible to achieve during the first critical hours of the incident.

In future events, the County will make use of the Wireless Alert System (WEA) to support emergency warning efforts for large incidents. This system was utilized on June 5, 2018 to notify residents of a dangerous industrial fire near Sonoma.

At its June 11, 2018 meeting, the Board of Supervisors reviewed an internal staff assessment of the county's alert and warning systems. The Board took action to develop and resource a comprehensive countywide community Alert & Warning Program. The program will have dedicated management and technical staff as well as support the use and integration of enhanced alert and warning technology and communications systems.

**F4. Information flow from County Emergency Operations Center to City Emergency Operations Centers was not adequate in meeting the needs of City Emergency Operations Centers.**

**We disagree partially with this finding.**

The finding assumes that information was available but simply not communicated to the cities. The nature of the event overwhelmed established communications procedures in both volume and pace. County staff will explore the potential for use of automated information systems in FY2018/2019. This subject will also be addressed in the revision of the County Emergency Operations Plan in FY2018/2019. As an intermediate step, a dedicated City liaison position has been established in the County EOC organization at the senior management level. The City Liaison represents the needs and interests of senior city officials, facilitates and expedites the exchange of situation awareness information, addresses allocation of critical resources and, as needed, directly connects city leadership with senior County EOC staff.

**F6. The County Sheriff's Office and Santa Rosa Police Department were immersed in intense emergency actions which led to a lack of critical communication.**

**We disagree partially with this finding.**

We agree that the County Sheriff's Office was immersed in intense emergency actions. Law enforcement's primary mission in the early stages of the fire was addressing immediate life safety threats and necessitated their prioritization of immediate evacuation assistance. The issue was not one of a lack of communications, but rather of accurate information to communicate given the overwhelming nature of the fires.

**F7. Lack of strategic communication and information on evacuation routes and shelter sites led to increased risk and confusion.**

**We disagree wholly with this finding.**

The finding assumes that government agencies had good situational awareness regarding the behavior of wildfires simultaneously in multiple locations as well as the conditions of the roadways in and out of each fire location. Additionally, most shelters were established by community organizations independently of government efforts. While more timely and accurate information would have mitigated some of the confusion experienced by residents, incidents with this level of dynamic severity will continue to present communications challenges to residents and responders alike.

**R1. The Board of Supervisors reassign the Sonoma County Emergency Operations Center to be under the management of a response entity that operates 24 hours a day, seven days a week, such as the Sheriff's Office and that this reassignment be made by December 31, 2018. (F1, F3, F4, F6, F7)**

**Response: Recommendation R1 has not been implemented and may not be implemented.**

The Emergency Operations Center (EOC) is only one element of a larger and comprehensive emergency management program that addresses pre-event preparedness activities for County and non-County agencies and organizations. While the Sheriff's Office conducts effective 24/7 operations, a major emergency or disaster will continue to require that their efforts focus on immediate life-safety missions in the field. The EOC plays a supporting role providing information coordination, planning and logistics development which are not traditional missions for the Sherriff's Office.

At the time of this written response, County staff is identifying the potential to move relevant emergency response functions – such as Alert & Warning – to organizations that maintain a 24/7 operational capability.

At its June 11, 2018 meeting, the County Board of Supervisors reviewed the EOC After-Action Report and directed the allocation of sufficient staff resources to more fully operationalize the EOC and make improvements in EOC facilities, systems, procedures, and staff development. These efforts will address the majority of the EOC issues identified in this report.

At its August 14, 2018 meeting, the County Board of Supervisors addressed the management and reporting relationship of the County's emergency management program and directed that the emergency management program report directly to the County Administrator. This move underscores the importance that the Board places on the program as well as increasing its effectiveness and influence in County operations. The emergency management program is responsible for the EOC.

**R3. The Board of Supervisors incorporate findings from all Emergency Operations Centers' After Action Reports into the revised County Emergency Operations Plan, by December 31, 2018. (F1, F2, F3, F4, F5, F6, F7)**

**Response: Recommendation R3 has not been implemented but will be implemented in the future.**

County staff and stakeholder partners will revise the Emergency Operations Plan (EOP) in FY2018/2019. This update will incorporate lessons learned from the County's EOC After Action Report, which was received by the Board on June 11, 2018, and any others that are available in time for updates to the County Emergency Operations Plan.

**R4. The Board of Supervisors strongly support revisions to the State of California Fire Mutual Aid as cited by the California Fire Chiefs Association, by December 31, 2018. (F3, F5)**

**Response: Recommendation R4 has been implemented.**

The County, through the California State Association of Counties (CSAC), has been monitoring and supporting this item. CSAC has included mutual aid funding as a priority and supported the Fire Chiefs efforts in committee hearings. The Board further demonstrated its support through adoption of a formal resolution of support on September 11, 2018.

**Sonoma County Board of Supervisors Response to  
“The Evacuation and Sheltering of Animals During the Firestorm of October 2017”  
Grand Jury Report**

**FINDINGS:**

**F1. The County of Sonoma lacks a comprehensive animal emergency response plan that identifies Animal Services as lead department to coordinate the response to the emergency. The *Animals in Disaster Response Plan*, an Annex to the *Emergency Operations Plan of Animal Services* was intended to accomplish this, was in revised draft form at the time of the firestorm, and was implemented effectively.**

We agree with this finding.

**F2. The lack of an alternative power source at the Animal Services facilities, and the malfunction of radios for use by mutual aid agencies, hampered communication and operations throughout the emergency.**

We agree with this finding.

**F3. Animal Services’ emergency response was hindered by its assignment to Health Services’ Department Operations Center instead of the County Emergency Operations Center. The Department of Health Services lacked a plan to ensure that Department Operations Center members completed the required Incident Command Center training.**

We agree with this finding.

**F4. The lack of a formalized Emergency Response Plan and training for the Fairgrounds led to some confusion and disorder in the early phase of the animal sheltering operation.**

We agree with this finding.

**F5. Without formal Memoranda of Understanding between the County and non-governmental organizations, reimbursement of costs by FEMA may be more difficult.**

We agree with this finding.

**F6. Following the firestorm, Animal Services, the Fairgrounds, and non-governmental agencies have begun to develop formal protocols for animal disaster response, including alternate animal evacuation sites should the Fairgrounds be unavailable. Animal Services has plans to improve the volunteer program to train and certify animal disaster volunteers which will enhance animal rescue capabilities.**

We agree with this finding.

**F7. Animal Services is a first responder that operates 24 hours a day, 7 days per week, works in conjunction with law enforcement, and exercises the powers listed under California Penal Code**



**830.9 including the use of firearms. Animal Services management was fully trained and experienced in emergency response, but much of Animal Services staff lacks Incident Command System training.**

We agree with this finding.

## **RECOMMENDATIONS**

**R1. The Board of Supervisors designate Animal Services as the lead agency for Animal Emergency Planning and Response for Sonoma County, and the County Administrator assign an Animal Services representative to the Emergency Operations Center, by December 31, 2018. (F1, F3)**

**Response: Recommendation R1 has been implemented**

Animal Services is designated as the lead agency for Animal Emergency Planning and Response for Sonoma County in the Sonoma County Emergency Operations Plan. This role will be clarified and expanded in the future update to the plan during FY 2018/19. An Animal Services representative has been added to the Emergency Operations Center staffing plan.

**R4. The Board of Supervisors and the County Administrator implement an emergency response and training plan for the Fairgrounds, including annual disaster training for regular and temporary staff, by December 31, 2018. (F4)**

**Response: Recommendation R4 has not been implemented and may not be implemented in the future**

On August 14, 2018 the Board of Supervisors approved a resolution mandating the creation of a new Emergency Staff Development Program to better prepare County staff to function in their role as Emergency Workers. This mandatory training will be tailored to roles staff are likely to play in an emergency, and will include general understanding of the ICS system. The full plan will come to the Board by December 11, 2018. The County will cooperate with the Fairgrounds to coordinate and assist with training as is found to be necessary and appropriate by the Fairgrounds and the County, under the terms of the Agreement between County of Sonoma and Sonoma County Fair and Exposition Inc. While full-time Fair workers are County employees, their appointment and management are under the authority of the Fairgrounds. Temporary and seasonal Fairgrounds employees are not employees of the County. This limits the ability of the County to mandate a specific training plan for these staff.

**R5. The Board of Supervisors and the County Administrator enter into Memoranda of Understandings with non-governmental organizations that play a role in animal disaster emergencies by December 31, 2018. (F5)**

**Response: Recommendation R5 has not been implemented and may not be implemented**

The County of Sonoma, through Animal Services, will continue to improve coordination with its non-governmental partners. The need for Memoranda of Understanding will be evaluated on case-by-case basis. For example, in the response to Recommendation R3, the Bay Area Urban Area Security Initiative (UASI) is using the proven Sonoma County Disaster Response Plan as a template to standardize disaster response plans throughout the North Bay hub of 14 counties. This coordinated effort, which does not make use of Memoranda of Understanding supports the objective of a regionalized disaster response amongst both governmental and non-governmental stakeholders.

**R7. The Board of Supervisors and the County Administrator analyze the current placement of Animal Services under the Department of Health Services, and determine if Animal Services should be reassigned to an agency that operates 24 hours a day, by December 31, 2018. (F7)**

**Response: Recommendation R7 has not been implemented but will be implemented in the future.**

The County Administrator will conduct a management review of Animal Services, in which the assignment of Animal Services within the Department of Health Services and the need for an assignment within an agency that operates 24 hours per day will be evaluated.



# County of Sonoma

## State of California

Date: September 11, 2018

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

4/5 Vote Required

### **Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Supporting Efforts to Modernize and Improve California Mutual Aid System**

**Whereas**, the 2017 October Wildfires were the deadliest and most destructive disasters in California's history and left a lasting impact on this community. The 2018 fire season has the potential to match and even exceed total acres burned in the past few years, which threaten both structures and lives.

**Whereas**, the California Emergency Services Act authorizes the Governor, with the advice of the Office of Emergency Services, to divide the state into mutual aid regions for the more effective application, administration, and coordination of mutual aid and other emergency-related activities.

**Whereas**, the Office of Emergency Services coordinates response and recovery operations in the mutual aid regions and the Budget Act of 2018 appropriated \$25,000,000, for equipment and technology to improve the mutual aid system.

**Whereas**, mutual aid support allows additional resources to control the spread of wildfires by pre-positioning firefighters and equipment before the fires strike, using modern predictive tools and communications technology.

**Now, Therefore, Be It Resolved**, the Sonoma County Board of Supervisors does hereby proclaim the ongoing support of increased State appropriations for pre-disaster and disaster response activities in addition to modernized and improved California Mutual Aid Systems.

#### **Supervisors:**

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



# OFFICE OF THE COUNTY ADMINISTRATOR

## COUNTY OF SONOMA

575 ADMINISTRATION DRIVE – ROOM 104A  
SANTA ROSA, CALIFORNIA 95403-2888  
TELEPHONE (707) 565-2431  
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**SHERYL BRATTON**  
COUNTY ADMINISTRATOR

**CHRISTINA RIVERA**  
ASSISTANT COUNTY ADMINISTRATOR

**NICOLE BERROCAL**  
DEPUTY COUNTY ADMINISTRATOR

**MICHAEL GOSSMAN**  
DEPUTY COUNTY ADMINISTRATOR

August 20, 2018

The Honorable Gary Nadler, Presiding Judge  
Sonoma County Superior Court  
Hall of Justice  
600 Administration Drive  
Santa Rosa, California

RE: Response to the 2017-2018 Sonoma County Civil Grand Jury Report

Dear Honorable Judge Nadler:

Thank you for the opportunity to respond to the above stated Civil Grand Jury Report. The following is the County Administrator's Office response to the Report titled "October Firestorm Emergency Response."

If you have any questions, or require additional information, please do not hesitate to contact me at 707-565-2588.

Sincerely;

Sheryl Bratton,  
Sonoma County Administrator

cc: Sonoma County Board of Supervisors  
Regina Nellor, Foreperson, Sonoma County Grand Jury

## **Response to Grand Jury Report**

**Report Title:** October Firestorm Emergency Response

**Report Date:** June 20, 2018

**Response By:** Sheryl Bratton

**Title:** County Administrative Officer

**Agency:** Sonoma County Administrator's Office

### **FINDINGS**

#### **We agree with these finding(s):**

F1. The County Emergency Operations Center faced numerous challenges early in its set-up, affecting efficiency.

F3. Due to demands for immediate tactical emergency response, emergency oversight and management were overwhelmed.

It is critical to note that the extraordinarily rapid onset and continually evolving nature of these fires created significant challenges for first responders and support staff in the scope, speed and quantity of services required to protect life safety and property.

F5. Sound judgment and extraordinary efforts by individual emergency responders reduced the risk of more serious loss in Santa Rosa.

#### **We disagree wholly or partially with these finding(s):**

**F2. The emergency notification systems in use did not reach the most people in the quickest time.**

#### **We disagree partially with this finding.**

The finding is ambiguous. The alert and warning systems in place at the time of the incident performed as designed. The relatively few number of residents subscribing to the SoCoAlert limited the number of residents contacted. As set forth in the CalOES independent assessment, the Wireless Emergency Alert System (WEA) was not used. The effectiveness of other warning systems were degraded by the loss of power, wireless data, and cell phone systems in the impacted areas. Public warning efforts were also significantly compromised by a lack of situational awareness which was almost impossible to achieve during the first critical hours of the incident.

In future events, the County will make use of the Wireless Alert System (WEA) to support emergency warning efforts for large incidents. This system was utilized on June 5, 2018 to notify residents of a dangerous industrial fire near Sonoma.

At its June 11, 2018 meeting, the Board of Supervisors reviewed an internal staff assessment of the county's alert and warning systems. The Board took action to develop and resource a comprehensive countywide community Alert & Warning Program. The program will have dedicated management and technical staff as well as support the use and integration of enhanced alert and warning technology and communications systems.

**F4. Information flow from County Emergency Operations Center to City Emergency Operations Centers was not adequate in meeting the needs of City Emergency Operations Centers.**

**We disagree partially with this finding.**

The finding assumes that information was available but simply not communicated to the cities. The nature of the event overwhelmed established communications procedures in both volume and pace. County staff will explore the potential for use of automated information systems in FY2018/2019. This subject will also be addressed in the revision of the County Emergency Operations Plan in FY2018/2019. As an intermediate step, a dedicated City liaison position has been established in the County EOC organization at the senior management level. The City Liaison represents the needs and interests of senior city officials, facilitates and expedites the exchange of situation awareness information, addresses allocation of critical resources and, as needed, directly connects city leadership with senior County EOC staff.

**F6. The County Sheriff's Office and Santa Rosa Police Department were immersed in intense emergency actions which led to a lack of critical communication.**

**We disagree partially with this finding.**

We agree that the County Sheriff's Office was immersed in intense emergency actions. Law enforcement's primary mission in the early stages of the fire was addressing immediate life safety threats and necessitated their prioritization of immediate evacuation assistance. The issue was not one of a lack of communications, but rather of accurate information to communicate given the overwhelming nature of the fires.

**F7. Lack of strategic communication and information on evacuation routes and shelter sites led to increased risk and confusion.**

**We disagree wholly with this finding.**

The finding assumes that government agencies had good situational awareness regarding the behavior of wildfires simultaneously in multiple locations as well as the conditions of the roadways in and out of each fire location. Additionally, most shelters were established by community organizations independently of government efforts. While more timely and accurate information would have mitigated some of the confusion experienced by residents, incidents with this level of dynamic severity will continue to present communications challenges to residents and responders alike.

## **RECOMMENDATIONS**

**R2. The County Administrator revise the County Emergency Operations Plan in collaboration with all City Managers to incorporate lessons learned from this emergency, by December 31, 2018. ((F1, F2, F3, F4, F6, F7)**

**Response: Recommendation R2 has not been implemented but will be implemented in the future.**

County staff and stakeholder partners will revise the Emergency Operations Plan (EOP) in FY2018/2019.



## OFFICE OF THE COUNTY ADMINISTRATOR

---

### COUNTY OF SONOMA

575 ADMINISTRATION DRIVE – ROOM 104A  
SANTA ROSA, CALIFORNIA 95403-2888  
TELEPHONE (707) 565-2431  
FAX (707) 565-3778

**SHERYL BRATTON**  
COUNTY ADMINISTRATOR

**CHRISTINA RIVERA**  
ASSISTANT COUNTY ADMINISTRATOR

**NICOLE BERROCAL**  
DEPUTY COUNTY ADMINISTRATOR

**MICHAEL GOSSMAN**  
DEPUTY COUNTY ADMINISTRATOR

August 20, 2018

The Honorable Gary Nadler, Presiding Judge  
Sonoma County Superior Court  
Hall of Justice  
600 Administration Drive  
Santa Rosa, California

RE: Response to the 2017-2018 Sonoma County Civil Grand Jury Report

Dear Honorable Judge Nadler:

Thank you for the opportunity to respond to the above stated Civil Grand Jury Report. The following is the County Administrator's Office response to the Report titled "The Evacuation and Sheltering of Animals During the Firestorm of October 2017".

If you have any questions, or require additional information, please do not hesitate to contact me at 707-565-2588.

Sincerely;

Sheryl Bratton,  
Sonoma County Administrator

cc: Sonoma County Board of Supervisors  
Regina Nellor, Foreperson, Sonoma County Grand Jury



## Response to Grand Jury Report

**Report Title:** The Evacuation and Sheltering of Animals During the Firestorm of October 2017

**Report Date:** June 20, 2018

**Response By:** Sheryl Bratton

**Title:** County Administrator

**Agency:** Sonoma County Administrator's Office

### FINDINGS:

**F1. The County of Sonoma lacks a comprehensive animal emergency response plan that identifies Animal Services as lead department to coordinate the response to the emergency. The *Animals in Disaster Response Plan*, an Annex to the *Emergency Operations Plan of Animal Services* was intended to accomplish this, was in revised draft form at the time of the firestorm, and was implemented effectively.**

We agree with this finding.

**F2. The lack of an alternative power source at the Animal Services facilities, and the malfunction of radios for use by mutual aid agencies, hampered communication and operations throughout the emergency.**

We agree with this finding.

**F3. Animal Services' emergency response was hindered by its assignment to Health Services' Department Operations Center instead of the County Emergency Operations Center. The Department of Health Services lacked a plan to ensure that Department Operations Center members completed the required Incident Command Center training.**

We agree with this finding.

**F4. The lack of a formalized Emergency Response Plan and training for the Fairgrounds led to some confusion and disorder in the early phase of the animal sheltering operation.**

We agree with this finding.

**F5. Without formal Memoranda of Understanding between the County and non-governmental organizations, reimbursement of costs by FEMA may be more difficult.**

We agree with this finding.

**F6. Following the firestorm, Animal Services, the Fairgrounds, and non-governmental agencies have begun to develop formal protocols for animal disaster response, including alternate animal evacuation sites should the Fairgrounds be unavailable. Animal Services has plans to improve the volunteer program to train and certify animal disasters volunteers which will enhance animal rescue capabilities.**

We agree with this finding.

**F7. Animal Services is a first responder that operates 24 hours a day, 7 days per week, works in conjunction with law enforcement, and exercises the powers listed under California Penal Code 830.9 including the use of firearms. Animal Services management was fully trained and experienced in emergency response, but much of Animal Services staff lacks Incident Command System training.**

We agree with this finding.

## **RECOMMENDATIONS**

**R1. The Board of Supervisors designate Animal Services as the lead agency for Animal Emergency Planning and Response for Sonoma County, and the County Administrator assign an Animal Services representative to the Emergency Operations Center, by December 31, 2018. (F1, F3)**

**Response: Recommendation R1 has been implemented**

Animal Services is designated as the lead agency for Animal Emergency Planning and Response for Sonoma County in the Sonoma County Emergency Operations Plan. This role will be clarified and expanded in the future update to the plan during FY 2018/19. An Animal Services representative has been added to the Emergency Operations Center staffing plan.

**R4. The Board of Supervisors and the County Administrator implement an emergency response and training plan for the Fairgrounds, including annual disaster training for regular and temporary staff, by December 31, 2018. (F4)**

**Response: Recommendation R4 has not been implemented and may not be implemented in the future**

On August 14, 2018 the Board of Supervisors approved a resolution mandating the creation of a new Emergency Staff Development Program to better prepare County staff to function in their role as Emergency Workers. This mandatory training will be tailored to roles staff are likely to play in an emergency, and will include general understanding of the ICS system. The full plan will come to the Board by December 11, 2018. The County will cooperate with the Fairgrounds to coordinate and assist with training as is found to be necessary and appropriate by the Fairgrounds and the County, under the terms of the Agreement between County of Sonoma and Sonoma County Fair and Exposition Inc. While full-time Fair workers are County employees, their appointment and management are under the authority of the Fairgrounds. Temporary and seasonal Fairgrounds employees are not employees of the County. This limits the ability of the County to mandate a specific training plan for these staff.

**R5. The Board of Supervisors and the County Administrator enter into Memoranda of Understandings with non-governmental organizations that play a role in animal disaster emergencies by December 31, 2018. (F5)**

**Response: Recommendation R5 has not been implemented and may not be implemented**

The County of Sonoma, through Animal Services, will continue to improve coordination with its non-governmental partners. The need for Memoranda of Understanding will be evaluated on case-by-case basis. For example, in the response to Recommendation R3, the Bay Area Urban Area Security Initiative (UASI) is using the proven Sonoma County Disaster Response Plan as a template to standardize disaster response plans throughout the North Bay hub of 14 counties. This coordinated effort, which does not make use of Memoranda of Understanding supports the objective of a regionalized disaster response amongst both governmental and non-governmental stakeholders.

**R7. The Board of Supervisors and the County Administrator analyze the current placement of Animal Services under the Department of Health Services, and determine if Animal Services should be reassigned to an agency that operates 24 hours a day, by December 31, 2018. (F7)**

**Response: Recommendation R7 has not been implemented but will be implemented in the future.**

The County Administrator will conduct a management review of Animal Services, in which the assignment of Animal Services within the Department of Health Services and the need for an assignment within an agency that operates 24 hours per day will be evaluated.



August 20, 2018

The Honorable Gary Nadler, Presiding Judge  
Sonoma County Superior Court  
Hall of Justice  
600 Administration Drive  
Santa Rosa, California

RE: Response to the 2017-2018 Sonoma County Civil Grand Jury Report

Dear Honorable Judge Nadler:

Thank you for the opportunity to respond to the above stated Civil Grand Jury Report.

The following is the Department of Health Services' response to the Report titled "The Evacuation and Sheltering of Animals During the Firestorm of October 2017".

If you have any questions, or require additional information, please do not hesitate to contact me at 707-565-4777.

Sincerely,

A handwritten signature in blue ink that reads "Barbie L. Robinson".

Barbie Robinson, MPP, JD, CHC  
Director  
Department of Health Services  
707.565.4777  
[barbie.robinson@sonoma-county.org](mailto:barbie.robinson@sonoma-county.org)

cc: Sonoma County Board of Supervisors  
Sheryl Bratton, Sonoma County Administrator  
Regina Nellor, Foreperson, Sonoma County Grand Jury  
William Rousseau, County Clerk-Recorder-Assessor  
Ellen Bauer, Director, Department of Health Services, Public Health Division

## Response to Grand Jury Report

**Report Title:** The Evacuation and Sheltering of Animals During the Firestorm of October 2017

**Report Date:** June 20, 2018

**Response By:** Barbie Robinson  
Ellen Bauer

**Title:** Health Services Director  
**Title:** Public Health Director

**Agency:** Sonoma County Department of Health Services

### FINDINGS:

**F1. The County of Sonoma lacks a comprehensive animal emergency response plan that identifies Animal Services as lead department to coordinate the response to the emergency. The *Animals in Disaster Response Plan*, an Annex to the *Emergency Operations Plan of Animal Services* was intended to accomplish this, was in revised draft form at the time of the firestorm, and was implemented effectively.**

We agree with this finding.

**F2. The lack of an alternative power source at the Animal Services facilities, and the malfunction of radios for use by mutual aid agencies, hampered communication and operations throughout the emergency.**

We agree with this finding.

**F3. Animal Services' emergency response was hindered by its assignment to Health Services' Department Operations Center instead of the County Emergency Operations Center. The Department of Health Services lacked a plan to ensure that Department Operations Center members completed the required Incident Command Center training.**

We agree with this finding.

**F4. The lack of a formalized Emergency Response Plan and training for the Fairgrounds led to some confusion and disorder in the early phase of the animal sheltering operation.**

We agree with this finding.

**F5. Without formal Memoranda of Understanding between the County and non-governmental organizations, reimbursement of costs by FEMA may be more difficult.**

We agree with this finding.

**F6. Following the firestorm, Animal Services, the Fairgrounds, and non-governmental agencies have begun to develop formal protocols for animal disaster response, including alternate animal evacuation sites should the Fairgrounds be unavailable. Animal Services has plans to improve the volunteer program to train and certify animal disasters volunteers which will enhance animal rescue capabilities.**

We agree with this finding.

**F7. Animal Services is a first responder that operates 24 hours a day, 7 days per week, works in conjunction with law enforcement, and exercises the powers listed under California Penal Code 830.9 including the use of firearms. Animal Services management was fully trained and experienced in emergency response, but much of Animal Services staff lacks Incident Command System training.**

We agree with this finding.

## **RECOMMENDATIONS**

**R2. The Department of Health Services Director ensure that Animal Services has adequate power, safety and communication equipment available for emergency use by December 31, 2018. (F2)**

**Response: Recommendation R2 has not been implemented but will be implemented in the future.**

The County is undertaking a comprehensive review of its emergency response capabilities, including prioritization of critical power, safety, and communications needs countywide. Animal Services needs are incorporated into this effort, and will be prioritized within it. Staff will research generator specifications and sources of supply and include the information in the *Animals in Disaster Response Plan*. Staff will also develop a detailed safety equipment list and determine the type of training needed to prepare staff to safely use the protective equipment. Animal Services operations staff will collaborate with Emergency Management staff and County Purchasing to determine what specific equipment is needed, to identify funding sources, and to identify the most effective procurement instrument to ensure that the needed equipment, including generator, appropriate personal protective equipment, and effective communications equipment.

**R3. The Animal Services Director finalize both the draft Animals in Disaster Response Plan, an Annex to the (County) Emergency Operations Plan and the draft Animals in Disaster Service Worker Volunteer Program by December 31, 2018. (F1, F6)**

**Response: Recommendation R3 has been implemented.**

The Animals in Disaster Response Plan Annex was in draft form and ready for final review and approval just before the fires in October 2017, and was successfully implemented in response to the firestorm

The Animal Disaster Service Worker (ADSW) program was approved by the Emergency Council in November 2017 just after the fires. UASI is also currently evaluating the ADSW program as a template for the North Bay hub. The goal of the program is to train and credential volunteers to assist with emergency response efforts. Training community members to assist Animal Services in these efforts brings a greater awareness and preparedness to the community. Both plans were finalized in August, 2018, and annexed into the County Emergency Operations Plan.

**R6. Training standards should be enforced by ensuring that the Animal Services Director require that all field officers complete Incident Command System and fire safety courses with an emphasis on animal emergencies, and the Director of the Department of Health Services ensure that all Department Operations Center members complete the mandatory Incident Command System by December 31, 2018. (F3)**

**Response: Recommendation R6 has not been implemented but will be implemented in the future.**

On August 14, 2018 the Board of Supervisors approved a resolution mandating the creation of a new Emergency Staff Development Program to better prepare County staff to function in their role as Emergency Workers. This mandatory training will be tailored to roles staff are likely to play in an emergency, and will include general understanding of the ICS system, and will include a minimum of 1% of full-time equivalent work hours (20 hours). The full plan will come to the Board by December 11, 2018. In addition, the Department of Health Services is taking actions as outlined below:

The Department of Health Services is in the process of having all supervisors and managers complete three trainings provided online by FEMA while all staff are required to complete two of the three trainings. As of this date, 72% of staff have completed the online courses. The specific required courses are:

ICS-700.b National Incident Management System (NIMS), An Introduction (All staff)

ICS-100.c Introduction to Incident Command System (All Staff)

ICS-200.b ICS for Single Resources and Initial Action Incident (Managers and Supervisors)

Prior to the October firestorm, the Animal Services Operations Manager and Field Supervisor were in conversations with the Santa Rosa Junior College Public Safety Training Center to develop a training curriculum that would include fire safety courses. Since the fires, discussion has begun with the members of the Sonoma Valley Fire and Rescue Authority, with which the Department has existing partnerships, to provide basic fire line safety training over the course of the next year.



23 July 2018

Presiding Judge Gary Nadler  
Sonoma County Superior Court  
600 Administration Drive  
Santa Rosa, California 95403

**RE: 2017-2018 GRAND JURY REPORT RESPONSE**

Dear Presiding Judge Nadler:

Thank you for the 2017-2018 Sonoma County Civil Grand Jury Report on Permit Sonoma. I deeply appreciate the service of Grand Jurors. They spent an extensive amount of time interviewing me and conducting research to understand the strengths and weaknesses of our agency. On behalf of all 150 of us, I thank the Jurors for their service.

Please find below the Permit Sonoma's response to the Grand Jury recommendations.

**FINDINGS**

**F1. Permit Sonoma made substantial and sustained changes prior to the firestorm.**

*We agree with this finding.*

The Grand Jury identified measures Permit Sonoma has undertaken to improve service. These measures include:

- Web-based services to connect with clients in their homes and offices;
- Performance dashboards to publish metrics for permits and how well we are meeting them;
- Informational videos on our website and our You Tube Channel;
- Comprehensive submittal checklists and appointments to increase approval-ready submittals;
- On-line forms;
- On-line apps allowing clients to conduct business and track applications on their smart phones;
- Digital scheduling systems that empower clients to track their place in line for permit center service and to set appointments for applications review; and
- Posting of peak hour business hour-by-hour akin to displays clients would find on line for commercial services.





We discussed these measures and our on-line permitting system known by its trade name Accela at length and in detail with Jurors. While adoption of the system meant that Permit Sonoma had to identify work flows for each permit type, it could not prevent us from digitizing our weaknesses as well as our strengths. Staff are now engaged in weekly process improvements to the on-line permitting system.

In the next year, Permit Sonoma commits itself to building on the measures above by completing the improvements below.

- Expand the performance dashboards to include remaining permit types from the Engineering and Construction and Planning Divisions and from the Administration Division, the latter tracking the agency budget, 30-day billing and accounts receivable.
- Complete digitization of comprehensive checklists for remaining permit types.

## **F2. Permit Sonoma's improved website assists customers in navigating the permit process.**

*We agree with this finding.*

Jurors focused on website improvements that made site navigation more client-friendly. In this last year, staff have accomplished the measures below to enhance web services.

- Developed GIS and website content for Rapid Evaluation Safety Assessments during fire recovery that synced with SoCo Report It so fire survivors and the general public could track damage assessments. This model can be used for future disasters.
- Increased transparency through performance dashboards and automated real-time data reports.
- Created whiteboard animation videos (closed captioning in English or Spanish).
- Published monthly e-newsletter and 10+ project- or topic-specific email listservs (for example, a listserv for those interested in cannabis, housing, Airport Specific Plan, etc.).
- Rolled out a suite of mobile apps (Contractor Central, SoCo Report It, and Qless) to allow clients to track business on smart phones.

While we appreciated the highlight of improvements, we know staff have a great deal more to do to make information on the website easier to find and understand. Permit Sonoma is committed to turning our website inside out - moving from internal organization to more user-friendly organization of information. For example, clients should not have to know which part of the agency is responsible for specific work to find information about it. A user should be able to search simply by subject matter. Additional steps to be accomplished this year are listed below.

- Post all major plan review projects online with summaries along with status.
- Create a map of permitted winery and other events.
- Present more detailed information on special events, including road closures.
- Publish fees and the basis for charging them.
- Continue to utilize social media (Facebook, Twitter, You Tube and NextDoor) to keep the public updated on our work.



Sonoma County Permit and Resource Management Department  
2550 Ventura Avenue Santa Rosa CA 95403-2859 (707) 565-1900  
[www.PermitSonoma.org](http://www.PermitSonoma.org)



- Promote the use of Google Translate to read the website in Spanish.
- Investigate the utility of the Spanish version of Accela.

**F3. Permit Sonoma has streamlined and improved the permit process with emphasis on increasing customer satisfaction.**

*We agree with this finding.*

Permit Sonoma emphasizes the simultaneous need to increase client satisfaction and constantly improve our practices as professionals. Quantitative efficiency leads to more time for professional development. We are a comprehensive land use regulatory agency with about 20 different license types associated with our work. With each license comes a different professional subculture. From an organizational development perspective, this diversity is rewarding as colleagues can find new ways of problem solving under one roof. Multiple subcultures also provide challenges since surveyors and planners, for example, don't always share the same approach. This duality makes managing Permit Sonoma fun. To assist in our organizational development, Permit Sonoma has engaged the services of a Lean Six Sigma consultant. Next year, we will report on our progress and challenges.

Digital permitting, performance metrics and dashboards, and process improvements will continue as important efforts in improvement of Permit Sonoma. Additionally, the agency has undertaken a modernization program to go paperless by the end of 2019 by eliminating internal forms, transitioning to plan e-submittal, and digitizing remaining records (one warehouse down, one office to go!). The efficiencies gained from these improvements will be transformative for Permit Sonoma AND our clients. Client paper production for some projects can amount to \$100,000+! Code Enforcement has attained paperlessness; ten more sections to go.

**F4. The Resiliency Permit Center, which operates under Permit Sonoma, has been set up to expedite the permitting process for the burnt properties.**

*We agree with this finding.*

The County established the Permit Resiliency Center (PRC) to provide fire survivors with one stop, accelerated permitting separate from regular permitting for the 90 percent of the county that did not burn. The success of both permitting processes is vital to the county's economy.

The RPC is staffed with West Coast Code Consultants (WC3). The county and WC3 negotiated a reduced scope of work from normal vacant land permitting since burn area properties still have driveways, well and septic systems. A reduced scope of work estimated on an hourly wage instead of project value/square footage basis led to a 35-40 percent reduction in fees. Fire survivors receive this savings plus a guarantee that a penalty for not meeting a five business day application turnaround will accrue to the client.



A of 23 July, the RPC has issued permits for 329 single family residences, 16 percent of the 2,000 lost; 23 access dwellings, 3 percent of the 1,000 burned; and 20 bridges, 28 percent of the 72 bridges destroyed.

Permit Sonoma hosted or co-hosted numerous community rebuilding workshops and participated in many meetings throughout the recovery and rebuilding process. We continue to participate in block captain weekly meetings which have become invaluable fora for permitting, construction, community resources and friendship.

**F5. Permit Sonoma and the Resiliency Permit Center responded quickly and effectively to the needs of firestorm victims while maintaining the improved day to day operations in Permit Sonoma.**

*We agree with this finding.*

As previously indicated, while the RPC continues its good work, Permit Sonoma focuses on balancing environmental protection and sustainable development in the rest of the county. Our Planning Division has created housing legislation in three parts: 1) accessory dwelling unit liberalization and fee reduction enacted by the Board in June; 2) housing by right to be Planning Commission heard in August; and 3) site specific rezonings to be heard by the Planning Commission in October. Additionally, Permit Sonoma is leading specific plan efforts in the Sonoma Valley Springs and the Sonoma County Airport Business Park. A comprehensive update of the General Plan will commence around the end of 2018.

The Engineering and Construction Division continues to implement septic system/water quality improvement program for the Russian River known as a Total Maximum Daily Load) and a comprehensive rewrite of septic system regulations for the first time in 25 years. These efforts involve substantial community involvement and cooperation with the Regional Water Quality Control Board.

The Administrative Division focuses on operation of our Permit Center, agency administrative operations, technology and the business improvements detailed above.

Permit Sonoma continues to learn from our fire experience. Members of our staff lost their homes in the fire. They came to work despite their incredible hardships. We found process improvement and took risks we probably wouldn't have before the tragedy. We have grown larger in size and closer in spirit.

In the next review year, our team will grow to include the Fire Prevention Division formerly with Fire and Emergency Services. With their expertise, Permit Sonomans will address hazard mitigation of seismic, vegetation management, flood, sea level rise, climate change and other risks in a more meaningful way.

**RECOMMENDATIONS**

The Sonoma County Civil Grand Jury recommends that:



**Sonoma County Permit and Resource Management Department**  
2550 Ventura Avenue Santa Rosa CA 95403-2859 (707) 565-1900  
[www.PermitSonoma.org](http://www.PermitSonoma.org)



**R1. Permit Sonoma continue to build on the successful changes noted in the report. (F1, F2, F3, F4, and F5).**

**R2. Permit Sonoma and the Resiliency Permit Center continue to collaborate for the benefit of Sonoma County residents and the fire survivors and apply the lessons learned from this emergency for future individual or large emergencies (F4 and F5).**

Please refer to Permit Sonoma's response under the five findings above.

Thank you for the opportunity to comment on the Grand Jury's 2017-2018 Report. If you have any questions about this response, please contact me at [Tennis.Wick@Sonoma-County.org](mailto:Tennis.Wick@Sonoma-County.org) or (707) 565-1925.

Sincerely,



Tennis Wick, AICP  
Director

cc: James Gore, Chair, Board of Supervisors, County of Sonoma  
Sheryl Bratton, County Administrator  
Bruce Goldstein, County Counsel



**Sonoma County Permit and Resource Management Department**  
2550 Ventura Avenue Santa Rosa CA 95403-2859 (707) 565-1900  
[www.PermitSonoma.org](http://www.PermitSonoma.org)





## 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:** September 11, 2018

**Vote Requirement:** Informational Only

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

**Staff Name and Phone Number:**

Michael Gossman, 565-2341

**Supervisorial District(s):**

All

**Title:** Recovery Update

### **Recommended Actions:**

Receive update on the status of recovery operations, planning, seeking of funding opportunities, community engagement and status of recovery plan.

### **Executive Summary:**

The aftermath of the October 2017 Sonoma Complex Fires presents ongoing risks to the residents, property, and environment of Sonoma County. Office of Recovery and Resiliency staff provides the Board regular updates on recovery efforts, including debris removal and other structural developments; external funding efforts; relevant legislation; ongoing community engagement; and status of the Recovery and Resiliency Framework being prepared by the Office.

### **Discussion:**

In the early morning hours of October 9, 2017, County staff activated the Emergency Operations Center in response to the Sonoma Complex Fires, which burned 173 square miles and destroyed over 7,000 structures, including 5,300 homes. During the response phase, the County began planning for the recovery from the fires. On December 19, 2017, the Board of Supervisors established the Office of Recovery and Resiliency (Office) with the mission to develop a strategy that addresses the immediate and long-term recovery and resiliency efforts needed to help Sonoma County rebuild and recover from the wildfires. This Office continues to actively pursue recovery efforts, and to work with other County departments, agencies, and districts to assist Sonoma County residents in the process of rebuilding.

In an effort to keep the Board and community informed about the most current developments in the County's recovery efforts, the Office prepares a standing agenda item for each Board meeting, typically included on the consent calendar. Each update includes information on: (1) Ongoing Recovery Efforts and Structural Changes; (2) Recovery Related External Funding Opportunities; (3) Legislative Update;

and (4) highlights of activities on the horizon (Looking Forward). New items and updated counts and figures are in bold.

## 1. Ongoing Recovery Efforts and Structural Changes

### A. Debris Removal

1. Debris removal is in the final stages for both the Government-Sponsored Program and the Alternative Program (private debris removal). About 25 percent of property owners who lost homes opted to use a private contractor for debris removal.
2. Government-Sponsored Program:
  - A. Active properties: **3,674**
  - B. Properties cleared by Army Corps of Engineers: **3,674**
  - C. All properties returned to owners by County to start rebuilding
3. Private Debris Removal:
  - A. County: **767** residential properties accepted; **725** certified as finished and ready to rebuild
  - B. City: **450** properties accepted; **438** finished and ready to rebuild

#### 4. USACE Hotline:

The U.S. Army Corps of Engineers in May stopped accepting new debris removal complaints on its hotline for Sonoma County. The Office of Recovery & Resiliency has assumed the role of receiving new debris complaints via a new number (707-565-1222).

#### 5. **Over-Excavation Program:**

The California Office of Emergency Services is working with the City of Santa Rosa and County to address over-excavation issues that occurred as part of the Government-Sponsored Debris Removal Program. Cal OES is assessing properties. For properties that meet over-excavation criteria, the State's contractor is working to replace soil to appropriate elevations. As of Sept. 5, **612 property owners have requested and received site assessments; 292 have been ruled eligible for backfill program; backfilling of 177 sites has been completed. A variety of issues have impacted the pace of the project, including the discovery of structural ash, concrete footings and large pieces of concrete that required excavation and removal prior to backfilling work. Structural ash has been found on 74 properties to date; 17 required Hazmat removal and disposal after sampling; 1 site is pending ash sampling.**

#### 6. Free chipping service:

A free chipping program to assist with removal of burned vegetation debris and to help residents create defensible space around homes and reduce vegetation along access routes is being offered through Sonoma County Fire and Emergency Services. County crews will come to homes and chip for three hours for free. For more information, including how to apply, use this link:

<https://sonomacounty.ca.gov/FES/Fire-Prevention/Curbside-Chipper-Program/>

#### 7. **Burned trees/vegetation along County roads**

Transportation and Public Works has **removed** brush and felled trees on Bennett Valley, Lawndale and Schultz roads.

TPW **continues to work** with County Fire and Emergency Services and PG&E on vegetation management within the road right-of-way.

TPW will be bringing an item to your Board to approve a contract for guard rail installation to replace the posts and guardrails burned during the fires

8. Two cameras installed, used to battle wildfires

Two fire cameras were installed and are operational in Sonoma and Lake counties through a partnership led by Sonoma Water. The first camera was installed on Pine Mountain in Cloverdale on July 27. Cal Fire as incident commander made use of the new tool almost immediately. On August 5, another fire camera was installed at Mount Konocti in Lake County. Cal Fire quickly took control of the camera to assist in fighting the Mendocino Complex Fires. The state-of-the-art system uses near-infrared technology for night vision, and allows fire officials to take control of the cameras during wildfire emergencies to monitor fire and weather activity. The two cameras are part of a larger pilot project approved for funding on August 7, 2018, by your Board to install a wider network of fire cameras that will monitor Lake Sonoma and surrounding areas. Sonoma Water's leadership in initiating the project is a successful first step in collaborating with partners to improve the County's situational awareness and protect the drinking water supply for more than 600,000 residents in Sonoma and Marin counties. The project is a collaboration among numerous agencies, including Sonoma Water, Sonoma County Fire and Emergency Services, Sheriff's Office, County Information Services Department, County General Services Department, Pepperwood Preserve, Fairfield Osborn Preserve, Sonoma State University, the Regents of the University of California, Scripps Institution of Oceanography (UC San Diego), and the AlertWildfire consortium of universities. Members of the public can monitor both cameras and others as they become active on the University of Nevada, Reno - Nevada Seismological Laboratory website at [www.alertwildfire.org/northbay/](http://www.alertwildfire.org/northbay/)

B. Renewal Enterprise District and Build/Rebuild Ad Hoc Update

The Renewal Enterprise District (RED) is being proposed by the Build/Rebuild Ad Hoc committees of the County and City of Santa Rosa to provide financing and regulatory certainty for housing projects and supportive infrastructure within targeted development areas of Sonoma County. Your Board authorized moving forward with development of a Joint Powers Authority (JPA) between the County and the City of Santa Rosa on June 13, 2018; similar direction from the City Council was given on July 10, 2018.

Members of the Ad Hoc have identified that current regulatory, land use and financing systems create barriers to the development of new housing, and this situation is severely compounded by the loss of some 5,300 homes in the wildfires. A new regional construct that lowers cost and reduces development risk is required to enable Sonoma County communities not only to rebuild lost housing, but also address the severe, already existing shortage. To tackle these issues, RED seeks to regionalize housing production, pool and leverage financing and funding, share risks and benefits of development in new ways, streamline environmental review while providing confidence in good projects, and put equity, affordability and climate solutions in the center of our local economic strategies.

As being drafted, RED will have a governance structure that gives it broad authority to pool and leverage financing and will enable streamlined environmental review for local plans and

projects that meet goals for density, use of climate-smart and resilient technologies, protection of community separators, and affordability and equity. RED will build on existing regional planning efforts, and focus its regulatory and financial incentives on developments within locally designated employment investment and priority development areas.

Next steps for RED:

- 1) Form Joint Powers Authority
  - a) Work with Ad Hoc to develop JPA
  - b) JPA will come back to Board for approval, along with start-up budget
- 2) Track and support legislation
- 3) Continue to facilitate development projects that meet RED objectives
  - a) Formalize RED criteria
  - b) Actively pursue new capital sources to incentivize target development types
  - c) Prepare County-owned property for development
- 4) Deepen collaboration with array of public and private partners
  - a. Work with Ad Hoc to articulate two-year work plan

**C. Rebuilding Permits**

1. County has issued **491 building permits for homes; 222 permits are in process; 5 homes have been finished.** For latest numbers, go to <http://sonomacounty.ca.gov/PRMD/Administration/Rebuilding-Permits-Data/>
2. City of Santa Rosa has issued **778 building permits for homes; 288 permits are in process; 10 homes have been finished.** For latest numbers, go to <https://www.srcity.org/2675/Rebuilding>

**D. Urban Land Institute**

The County of Sonoma and the City of Santa Rosa are exploring an opportunity to partner and utilize planning resources and expertise available through the Urban Land Institute's Urban Resilience Program. Services provided could include strategies to more effectively address the impacts of climate change, make investments that improve preparedness and strengthen community resilience, or enhance affordable and workforce housing. Every year, ULI conducts 13 to 15 five-day Advisory Services Panels and selects two local governments to participate in the program at a significantly reduced cost. The volunteer panel of land-use experts would include local subject matter experts. The Urban Land Institute was established in 1936; its mission is to provide leadership in responsible land use and help create and sustain thriving communities.

**2. Recovery-Related External Funding Opportunities**

**A. Disaster Recovery Consulting Services Agreement**

On July 10, 2018 your Board authorized the County Administrator to execute the Agreement for Consulting Services with Horne, LLP (Consultant) for as-needed disaster recovery consulting services and grants management support for Federal disaster funding for a term of three years, with the option for two 1-year extensions. Your Board also authorized the



County Administrator, or designee(s), to issue and execute Task Orders per disaster recovery funding stream, up to total amounts not to exceed those specified in the Agreement. Each Task Order will reflect specifics of programming and projects and other circumstances, allowing the County to scale up or down as disaster recovery needs are identified and evolve. Individual Task Orders will be issued by the Office of Recovery and Resiliency for respective programs, projects, grant applications, or other disaster recovery-specific services, as authorized and overseen by the County Administrator. The Office of Recovery and Resiliency is currently developing the first Task Orders for the following activities:

1. CDBG-DR General Pre-Award Activities (capacity assessment, unmet needs assessment, attend community meetings, meet with key leaders and staff, provide trainings, coordinate with State)
2. FEMA PA general support as needed

Consultant may assist with other recovery-related external funding needs as well. Your Board will receive a presentation from the Consultant in September on CDBG-DR.

**B. Community Development Block Grant – Disaster Recovery**

Announcement of \$212 million: On April 10, 2018 the U.S. Department of Housing and Urban Development (HUD) issued a press release stating that California would be receiving \$212 million to support long-term disaster recovery through the Community Development Block Grant – Disaster Recovery (CDBG-DR) program. This allocation is a portion of the total \$28 billion that HUD set aside for disaster recovery efforts in nine states, Puerto Rico, and the U.S. Virgin Islands. The \$212 million appropriated to California consists of two awards: \$124 million for unmet disaster recovery needs, and \$88 million for preparedness and mitigation.

Requirements of \$124 million: August 20, 2018 is the HUD applicability date published in the Federal Register Notice governing the CDBG-DR allocation of the \$124 million portion that relates to unmet disaster recovery needs. At least 80% of the allocation (\$99 million) must address unmet disaster needs within the HUD-identified most impacted and distressed (MID) areas identified as: Sonoma and Ventura Counties, and zip codes 93108, 94558, 95422, 95470, and 95901. The California Department Housing and Community Development (HCD), as Grantee, must submit an Action Plan to HUD by December 18, 2018 detailing the proposed use of all funds, including criteria for eligibility, and how the use of these funds will address long-term recovery and restoration of infrastructure and housing and economic revitalization in the most impacted and distressed areas. To inform the plan, HCD must assess community impacts and unmet needs to guide the development and prioritization of planned recovery activities. HCD may propose an allocation of funds that includes unmet economic revitalization and infrastructure needs that are unrelated to unmet housing needs **only after** it has demonstrated in its needs assessment that there is no remaining unmet housing need or that the remaining unmet housing need will be addressed by other sources of funds.

Eligible Uses of Funds: Eligible uses of these funds often include new housing construction and housing rehabilitation, preparedness and mitigation measures to reduce costs of future disasters (including use of fire resistant materials, design and location), repair or replacement of damaged infrastructure and public facilities, economic revitalization, and long-term recovery. To be eligible, projects and programs must demonstrate that they serve a need not being met by other funding sources. These funds do not provide individual cash assistance to

fire survivors, but rather fund projects and programs that benefit impacted households and businesses. All funded activities must clearly address an impact of the October fires. Funds are targeted to benefit low and moderate income persons, to prevent and eliminate slums and blight, and to meet urgent needs, of which 70% must be used to support activities benefitting low- and moderate- income persons.

Current Status: The August 20, 2018 Federal Register Notice is the official notice regarding the \$124 million in funds for unmet disaster recovery needs. The Federal Register Notice for the \$88 million in funds for mitigation will be published separately at a later date. HCD is required to hold a public comment period for no less than 30 days before finalizing and submitting their Action Plan. However, public hearings are not mandated.

Activities To Date: The Office of Recovery and Resiliency and the Community Development Commission are actively collaborating with one another, the City of Santa Rosa, other partners, and State HCD regarding next steps. Although HCD has ultimate authority over the use of all funds, the Office of Recovery and Resiliency and the Community Development Commission are taking intentional steps to identify activities to assist HCD to align with the eligible unmet needs found throughout the county. The County and the City of Santa Rosa continue to provide HCD with data for the disaster recovery unmet needs analysis. The unmet needs analysis must include information on all sectors of unmet needs: housing, economy, safety net, social services, environmental, infrastructure, etc. This information will inform development of the Statewide Action Plan. The Office of Recovery and Resiliency and Community Development Commission are continuously working with County departments and partners, such as Rebuilding Our Community Sonoma County, to identify and collect and report appropriate data to HCD for the unmet needs analysis.

C. **FEMA Hazard Mitigation Grant Program**

Background: County Departments and Districts submitted Notices of Interest to the California Governor's Office of Emergency Services (Cal OES) for the Federal Emergency Management Agency's (FEMA) Hazard Mitigation Grant Program (HMGP) on January 30, 2018 for DR-4344, March 15, 2018 for DR-4353, and June 15, 2018 for round 2 of DR-4344. FEMA HMGP can fund up to \$5 million or 75% of total project costs (whichever is less) for projects that eliminate or reduce damage from future natural disasters. Cal OES estimates that there is approximately \$333 million statewide in available funds from the October fires, also known as DR-4344, and approximately \$56 million statewide from the December Southern California fires, known as DR-4353. In California, these funds are administered by the Cal OES HMGP Grants Management Unit. The funding is open and competitive statewide for both DR-4344 and DR-4353. The HMGP can be used to fund projects to protect either public or private property, and can be to mitigate any natural hazard, not only wildfires.

Current Status: **The County, along with Sonoma Water, submitted 12 HMGP applications to CalOES by the most recent deadline of September 4, 2018.** The list of **submitted** HMGP applications is attached to this Board item. For projects that were recently removed from the September 4 HMGP submission portfolio, please see the attached HMGP list, which contains information on why these projects were not submitted at this time. Some of these projects

could be submitted in future HMGP opportunities if the necessary technical information is produced.

The countywide Grant Steering Committee has been working with Departments and Districts to determine and prioritize feasible grant applications based on success criteria, match funding sources, and leadership priorities. The Grant Steering Committee has met regularly since April to review and strategize pursuing eligible HMGP projects, and will continue to do so as needed. The list of applications in development changes weekly based on match funding sources, project developments, and capacity. Each application requires approximately 200 hours of labor, thus they are costly and must be pursued strategically. Additionally, each application competes against the others – even with the significant funding this is anticipated to be highly competitive, and all Sonoma County applications will compete against one another. We anticipate the list of final applications submitted to continue to evolve. For those applications that are not moving forward under FEMA HMGP, the Grant Steering Committee is seeking appropriate alternative funding sources.

**DR-4344 Round 1 HMGP Applications - Submitted on July 2**

- 8 applications submitted
  - \$17.4 million in total project costs (\$13.1 million in federal share, \$4.3 million in local match). \$500,000 in general fund match.
  - Applications submitted by Community Development Commission (1), General Services (1), Sonoma County Water Agency (3), and Transportation and Public Works (3)

**DR-4353 HMGP Applications – submitted on September 4**

- 1 application submitted
  - \$850,000 in total project cost (\$637,500 in federal share, \$212,500 in local match). \$212,500 in general fund match.
  - Application submitted by Fire and Emergency Services (1)

**DR-4344 Round 2 HMGP Applications – submitted on September 4**

- 11 applications submitted
  - \$21.4 million in total project costs (\$16 million in federal share, \$5.4 million in local match). \$4.5 million in general fund match.
  - Applications submitted by Fire and Emergency Services (1), General Services (1), Information Systems Department (1), Regional Parks (1), Permit Sonoma (4), Sonoma Water (1), and Transportation and Public Works (2)

**Between DR-4353 and DR-4344, the County of Sonoma submitted a total of 20 HMGP applications, with the project costs outlined above. Updated HMGP lists are attached.**

After meeting the July 2 and September 4 deadlines, Cal OES will then review the applications and determine which will be submitted to FEMA for review and final approval. All projects receiving HMGP grant funding must be completed within three years.

D. FEMA Public Assistance

The Disaster Finance Team (consisting of participants from the Auditor-Controller Treasurer-Tax Collector, County Administrator's Office, and County Counsel) is working with FEMA and Cal OES to prepare 22 project worksheets to claim reimbursement for response and recovery costs associated with the October 2017 fires, as well as repair/replacement costs for damages sustained to County property that are not covered by the County's insurance policies. These claims are being submitted through the FEMA Public Assistance Program.

As of July 27, 2018, the Disaster Finance Team estimates the County's total disaster related costs qualifying for FEMA's Public Assistance Program will be approximately \$37M, of which we anticipate the County will be reimbursed approximately \$36M over the next 2 to 5 years. FEMA has obligated 13 of the 22 projects and the County has received \$9.1M in expedited reimbursement funding and \$246K for small permanent projects managed by Regional Parks and Transportation and Public Works.

The Disaster Finance Team is in the process of collecting and reviewing supporting documentation for approximately \$13M (\$1.9M paid out) in Mutual Aid/Assistance provided by 85 law enforcement agencies, 17 EMMA jurisdictions, 12 shelters, and 12 agencies through the Department of Health during the fires and continues to work with FEMA, CAL-OES and County Departments to finalize the remaining 9 project worksheets. Claims for reimbursement will be filed with FEMA as additional disaster related costs are incurred and documentation is compiled. The Disaster Finance Team is also in the process of reviewing labor reports and personnel activity logs, and working with County Departments to reconcile approximately \$6M in fire related labor costs that may be eligible for reimbursement.

E. Economic Development Administration – Disaster Supplemental Funding

Economic Development Administration (EDA) has an open funding opportunity to award grants to eligible entities to address economic challenges in disaster-impacted areas. Multiple County departments are considering potential projects, including the following listed projects.

1. Project 1 - Revolving Loan Fund: Sonoma County Economic Development Board as lead applicant. Revolving loan fund to provide credit to Sonoma County entrepreneurs who are traditionally excluded or denied loans from mainstream financial institutions.
2. Project 3 - Regional Construction and Trades Training Center: Santa Rosa Junior College as lead applicant. The EDB is working closely with EDA officials, local construction/trades stakeholders, and Santa Rosa Junior College to propose building a Construction Training Center to train the county's construction workforce of the future.
3. Project 4 - AgTech Incubator: Santa Rosa Junior College as lead applicant. The EDB has engaged in preliminary talks with Benjamin Goldstein, Dean of Agriculture/Natural Resources & Culinary Arts at SRJC. The project goal would be to create a business incubator at the SRJC to develop a possible "talent pipeline" for local agriculture and food/beverage manufacturing. This project concept has support from the SRJC and EDA.

**On August 24, 2018, the Economic Development Board submitted a grant application to the EDA for the design/engineering to determine feasibility for broadband deployment in unserved rural areas of the County that serve local businesses, promote job creation/retention, and economic resiliency. This project was developed with the Office of Recovery and Resiliency, Department of Transportation and Public Works, and Information Systems Department in rural areas of the County. The submitted application is for \$605,500 to complete the design, engineering, and feasibility analysis of broadband in select locations.**

F. CAL FIRE Grants for Fire Prevention

On June 6, 2018, two grants were submitted by County departments to the CAL FIRE Fire Prevention grant program. The CAL FIRE Fire Prevention grant program, funded by the California Climate Investments (CCI) fund, aims to reduce the risk of wildland fires to habitable structures and communities, while maximizing carbon sequestration in healthy wildland habitat and minimizing the uncontrolled release of emissions emitted by wildfires. Grant applications were due June 6, 2018. \$195 million was available between this program and the CAL FIRE Forest Health grant program (application period for this closed in Spring 2018). The projects submitted by County departments on June 6, 2018, are:

1. Northwest Roadway Safety, Fuels Reduction, and Community Chipper and Engagement Project (Transportation and Public Works [TPW] is lead, in partnership with Fire and Emergency Services [FES] and Fire Safe Sonoma, Inc.)
  - a. Total: \$1,237,541; CAL FIRE \$1,082,969; Match: \$154,572
  - b. Match source: \$131,300 is from General Fund FY 2018 set aside; \$23,272 from in-kind volunteer labor tracked by Fire Safe Sonoma
2. Sonoma County Parks and Open Space Fire Resilience Planning (Regional Parks is lead, in partnership with Open Space District).
  - a. Total: \$593,537; CAL FIRE: \$511,920; Match: \$81,618
  - b. Match source: Open Space staff time

On August 3, 2018, CAL FIRE informed TPW that their CAL FIRE Fire Prevention application is selected for funding. The full grant agreement is expected in late September. TPW and FES are partners on the project, and will work closely to complete the required grant agreement documents and implement the project.

On August 8, 2018, CAL FIRE informed Regional Parks that their project was not selected for funding at this time.

G. California Employment Development Department - Emergency Dislocated Worker Additional Assistance Grant

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) 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.

H. Crisis Counseling Assistance and Training Program Grant

The Crisis Counseling Assistance and Training Program (CCP) is administered in Sonoma County through the County Department of Health Services, Behavioral Health Division (DHS-BHD). The CCP helps individuals and communities recover from natural and human-caused disasters through community outreach, counseling, and access to mental health services for survivors of these disasters. This program is funded from a variety of sources. The initial recovery work is being supported by short-term disaster relief grants from FEMA for \$4.3M, awarded in two phases after the DR-4344 presidential disaster declaration. The CCP grant from FEMA ends in January 2019, and the Sonoma County DHS recognizes that the scope of this disaster will require continuation of CCP efforts to support ongoing recovery well beyond 2018. Sonoma County DHS applied to Kaiser Permanente for \$1M, which would be leveraged to secure an additional \$2M, all of which will continue CCP up to September 2019.

I. Coordinate other Recovery-Related Grant and External Funding Opportunities

The Office of Recovery and Resiliency is tracking, investigating, and coordinating other grant opportunities for recovery-related priorities as well. When new opportunities are announced, Grant Summaries and targeted information is provided to County Departments. A comprehensive list of recovery-related external funding opportunities is being developed within the County Administrator's Office, and the status of actions taken is being tracked.

### 3. Legislative Update

A. Legislative Advocacy

The Board of Supervisors and County Administrator's Office continue to update the local delegation on fire recovery efforts and advocate for resources to support full recovery and resiliency. **A current list of disaster response and recovery bills is attached.**

### 4. Looking Forward

A. Recovery and Resiliency Framework

1) Community Engagement

The Office of Recovery and Resiliency Staff continues to engage with key community partners through participation in community meetings, partnering on data gathering efforts, and utilization of partner input to shape the recovery planning process.

Community members are encouraged to submit recovery related feedback, input, and questions to [info@sonomacountyrecovers.org](mailto:info@sonomacountyrecovers.org). Community members can also submit

input through an online survey available on the Office of Recovery and Resiliency's website: <https://sonomacounty.ca.gov/ORR/>.

In addition, the Office will use these community engagement components to gain feedback and input to inform the Framework, including:

- (i) Recovery Planning Community Meetings: The Office is holding Recovery Planning Community Meetings to obtain feedback on the Draft Framework and expand a public discussion to gain insight and identify critical changes to the Draft Framework. Sessions were held on:

**Tuesday, July 10:** County Office of Education in Santa Rosa. About 65 members of the public participated in small group discussions and provided input.

**Wednesday, July 11:** Sebastopol Center for the Arts in Sebastopol. About 60 members of the public participated in small group discussions and provided input.

**Wednesday, July 25:** Petaluma Community Center. About 40 members of the public participated in small group discussions and provided input.

**Thursday, August 2:** Finley Community Center, Santa Rosa. About 70 members of the public participated in small group discussions and provided input.

**Wednesday, August 8:** Sonoma Veterans Building, Sonoma. About 25 members of the public participated in small group discussions and provided input.

Two forums were conducted in Spanish:

**Tuesday, August 28:** Lawrence Cook Middle School, Santa Rosa. About 40 members of the public participated in small group discussions and provided input.

**Wednesday, September 5:** La Luz Center, Sonoma.

Additional information, including meeting materials, in English and Spanish are available on the Sonoma County Office of Recovery website at

<https://sonomacounty.ca.gov/ORR/>.

**Members of the public are invited to complete an online survey** to provide input into the draft Recovery and Resiliency Framework: [Survey](#)

For information regarding Sonoma County's overall recovery efforts, visit [www.sonomacountyrecovers.org](http://www.sonomacountyrecovers.org).

- (ii) Office staff are proactively reaching out to stakeholders throughout the community seeking opportunities to update them on County recovery activities as well as receiving input to inform recovery planning.

**Here is a sampling of groups, businesses, nonprofits, stakeholders and outside agencies and governments that Office staff have met with since early June 2018:**

Bay Area Council

Blue Forest Conservation

Burbank Housing

Cal Fire

California Department of Fish and Wildlife

California Forest Management Task Force

California Human Development

Catholic Charities of Santa Rosa

Chandi Hospitality Group

City of Cloverdale  
City of Cotati  
City of Healdsburg  
City of Petaluma  
City of Santa Rosa  
City of Sonoma  
Community Action Partnership of Sonoma County  
Community Foundation  
County of Lake  
County of Marin  
County of Mendocino  
County of Napa  
Crop Performance  
District 1 Block Captains  
District 3 Block Captains  
District 4 Block Captains  
Emergency Council  
Enterprise Community Partners  
FEMA Office of Civil Rights & Liberties  
Graton Day Labor  
Green Belt Alliance  
Habitat for Humanity Sonoma County  
HALTER Project  
Hanna Boys Center  
Hispanic Chamber of Commerce  
Hope City  
Housing Land Trust of Sonoma County  
Kaiser Permanente  
Keysight  
La Luz  
Laguna de Santa Rosa Foundation  
LandPaths  
Los Cien  
Matt Greene Forestry  
Medtronic  
NOAA Fisheries  
North Bay Labor Council  
North Bay Leadership Council  
North Bay Trades Council  
North Coast Builders Exchange  
North Coast Regional Water Quality Control Board  
Pacific Gas & Electric  
Pepperwood Preserve  
Preserve Rural Sonoma County  
Rebuild Northbay Foundation  
Rebuilding Our Community Sonoma County  
Salvation Army  
San Diego County  
San Francisco Bay Regional Water Quality Control Board



Santa Rosa Junior College Faculty  
 Santa Rosa Metro Chamber  
 Sierra Club  
 SoCo Rises  
 Sonoma County Alliance  
 Sonoma County Conservation Action  
 Sonoma County Farm Bureau  
 Sonoma County Forest Working Group  
 Sonoma Media  
 Sonoma Valley Unified  
 Town of Windsor  
 UC Berkeley  
 United Way of the Wine Country  
 University of California at Berkeley  
 University of California Cooperative Extension  
 University of California, San Diego's Scripps Institution of Oceanography  
 University of Nevada, Reno's The Nevada Seismology Laboratory  
 Urban Land Institute  
[Voluntary Organizations Active in Disasters \(VOAD\)](#)  
 Wildlands Conservancy

(iii) **Recovery Board Workshops:** The Board of Supervisors completed the fifth in a series of Board Workshops focused on each of the critical areas of recovery. On August 7, 2018, the Department of Health Services, Human Services Department, and the Office of Recovery and Resiliency, provided an update on Safety Net Services Recovery community needs and information on county and community services that are being provided to meet these needs. The Workshop included presentations from community organizations, including Sonoma County Office of Education, SoCo Rises, ROC Sonoma County, North Bay Organizing Project, Wildfire Mental Health Collaborative, and the Community Foundation Sonoma County.

In February and March, 2018, the Board held workshops on the other four critical areas of recovery, Housing, Community Preparedness and Infrastructure, Economy, and Natural Resources.

2) **Timeline:** Community Input into the Recovery and Resiliency Framework is being accepted. The Framework will be brought to your Board for consideration on September 25, 2018.

**Prior Board Actions:**

August 28, 2018 – Recovery Update on the status of recovery operations, planning, seeking of funding opportunities and community engagement.

August 28, 2018 – Renewal of Emergency proclamations.

August 14, 2018 – Recovery Update on the status of recovery operations, planning, seeking of funding opportunities and community engagement.

August 7, 2018 – Recovery Update on the status of recovery operations, planning, seeking of funding opportunities and community engagement.

August 7, 2018 – Renewal of Emergency proclamations.

July 24, 2018 –

- A) Recovery Update on the status of recovery operations, planning, seeking of funding opportunities and community engagement.
- B) Receive an update from California Office of Emergency Services on debris removal progress.

July 10, 2018 – Renewal of Emergency proclamations.

June 13, 2018 – Received presentation on Draft Plan.

June 11, 2018 – Renewal of Emergency proclamations.

May 22, 2018 – Recovery Update on the status of recovery operations, planning, and seeking of funding opportunities.

May 8, 2018 – Renewal of Emergency proclamations.

March 20, 2018 – Renewal of Emergency proclamations; disaster fiscal update; authorized appropriations of \$9.5 million to the Disaster Response & Recovery Fund.

February 13, 2018 – Renewal of Emergency proclamations

February 6, 2018 – Established the Office of Recovery & Resiliency staffing; authorized appropriations of \$2 million to the Disaster Response & Recovery Fund.

December 19, 2017 – Disaster fiscal update and creation of Sonoma County Office of Recovery and Resiliency.

<b>Strategic Plan Alignment</b>	Not Applicable

<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 18-19 Adopted</b>	<b>FY 19-20 Projected</b>	<b>FY 20-21 Projected</b>
Budgeted Expenses			
Additional Appropriation Requested			
<b>Total Expenditures</b>			
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>			
<b>Narrative Explanation of Fiscal Impacts:</b>			
<b>Staffing Impacts</b>			
<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A – I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
09-11-2018 CAO Recovery Update_Att A HMGP NOI 4344 09-11-2018 CAO Recovery Update_Att B HMGP NOI 4353 09-11-2018 CAO Recovery Update_Att C Fire Bills 09-11-2018 CAO Recovery Update_Att D Recovery Activities			
<b>Related Items “On File” with the Clerk of the Board:</b>			

Hazard Mitigation Grant Program (HMGP) Applications Submitted for Disaster Number DR-4344

Hazard Mitigation Area	Jurisdiction	Task Force	Department	Project Title	Project Description	Estimated Total			Local Share		Local Share Detail	Status	Notes
						Cost	Federal Share	Local Share	Y/N	Local Share Detail			
Flood	Community Development	Housing	CDC	Sonoma County Flood Elevation Program	Elevate homes and provide other mitigation measures for properties on the NFIP repetitive loss list.	\$ 1,807,043	\$ 1,355,282	\$ 451,761	N	Property Owner Contribution	App Submitted 7/1/2018		
Fire	County	All	FES	Sonoma County Community Wildfire Protection Plan Update & LHMP Annexation	Update the existing Sonoma County Community Wildfire Protection Plan to reflect the post-2017 fire landscape in our county, and integrate and annex the CWPW with the Local Hazard Mitigation Plan, which is being updated concurrently.	\$ 200,000	\$ 150,000	\$ 50,000	Y	County General Fund	App Submitted 9/4/2018		
Fire	County	All	General Services	Fire Early Warning and Detection Camera System	Create a fire early warning camera system by installing fire monitoring cameras at strategic locations throughout the County, with associated microwave/tower systems with sufficient bandwidth. In partnership with City of Santa Rosa.	\$ 2,722,718	\$ 2,042,039	\$ 680,680	Y	County General Fund, City of Santa Rosa	App Submitted 9/4/2018		
All	County	Infrastructure	General Services	Seismic upgrades for Petaluma Veterans Building	Retrofit Petaluma Veterans hall for Seismic Stability	\$ 1,993,367	\$ 1,495,025	\$ 498,342	Y	\$425,808 in FY18-19 capital projects	App Submitted 7/1/2018	additional \$425,808 set aside in Capital Projects for FY18-19 (covers most of FY 2018-19)	
All	County	Infrastructure	ISO	Data Center Generator	Stand-alone generator project to protect County of Sonoma's datacenter that contain mission critical systems including emergency 911, computer aided dispatch, communications, and related public safety and emergency response systems.	\$ 622,180	\$ 466,635	\$ 155,545	Y	County General Fund	App Submitted 9/4/2018		
Flood	County	Natural Resources	Parks	Stabilizing and re-vegetation of Hood Mountain	Revegetate and stabilize soil in areas burned by the fire and damaged by fire suppression efforts such as bulldozer lines to prevent flooding, erosion, and debris flow that could damage properties down stream.	\$ 310,813	\$ 233,110	\$ 77,703	Y	County General Fund	App Submitted 9/4/2018		
All	County	All	PRMD	Sonoma County Operational Area Multi-Jurisdictional Local Hazard Mitigation Plan (LHMP) Update	Update the Sonoma County LHMP to incorporate better understanding of the wildfire, tsunami, and earthquake hazards including custom HAZUS models for each jurisdiction. County LHMP will become a multi-jurisdictional plan to include county districts and other jurisdictions that want to participate.	\$ 333,333	\$ 250,000	\$ 83,333	Y	County General Fund	App Submitted 9/4/2018		
Earthquake	County	All	PRMD	Surface Fault rupture and seismic induced landslides analysis to Annex into Sonoma County LHMP	Planning project to increase understanding of Rodgers Creek Fault. Create hazard maps, and do site specific studies of the fault in newly identified areas. Planning and risk analysis conducted will be adopted and annexed into the Sonoma County LHMP.	\$ 200,000	\$ 150,000	\$ 50,000	Y	County General Fund	App Submitted 9/4/2018		
Earthquake	County	Infrastructure	PRMD	Seismic Strengthening and Retrofit of Existing Structures, Sonoma Countywide	Retrofit critical facilities, unreinforced masonry, and if possible soft structure buildings already identified in LHMP. This project will be a phased project.	\$ 6,677,777	\$ 5,000,000	\$ 1,677,777	Y	County General Fund, other state government agencies, and Property Owner Cost Share	App Submitted 9/4/2018	State's Earthquake Brace & Bolt (EBB) program could potentially provide portion of match if this State program was expanded to include Sonoma County. EBB program is part of State's	
Fire	County	Housing, Infrastructure	PRMD & FES	Wildfire Adapted Sonoma County Education and Incentives for Safe and Resilient Sonoma County	Harden structures, create defensible space and graze corridors to reduce risk of catastrophic wildfire. Reduce the potential for loss of lives, homes, businesses, and property in Sonoma County's WUI areas. Phased project.	\$ 6,677,777	\$ 5,000,000	\$ 1,677,777	Y	County General Fund, other state government agencies, and Property Owner Cost Share	App Submitted 9/4/2018	Priority for future chance of future match from CAL FIRE if Fire Prevention grant pursued for this.	
Flood, Earthquake	Water Agency	Infrastructure	SCWA	Ely Booster Station Hazard Mitigation Project	Mitigate flood and seismic hazards to the booster station by sealing electrical enclosures, elevating equipment, and anchoring equipment critical to the operation of the Booster Station. These actions would effectively provide protection against a 500 year flood event, and a magnitude 6.5 earthquake.	\$ 3,081,193	\$ 2,310,895	\$ 770,298	N	SCWA Water Transmission Fund	App Submitted 9/4/2018		
Flood	Water Agency	Natural Resources	SCWA	Improved Flood Early Warning Using Advanced Radar	Purchase and install X-Band radar to better predict flooding and provide for improved response.	\$ 2,666,700	\$ 2,000,025	\$ 666,675	N	(Available Special District Funds) SCWA, Water Fund	App Submitted 7/1/2018		
Earthquake	Water Agency	Infrastructure	SCWA RRCSO	Seismic Rehabilitation and Retrofit of Secondary Treatment Clarifiers	Retrofit of facilities to reduce risk of system failure during an earthquake.	\$ 2,400,000	\$ 1,800,000	\$ 600,000	N	(Available Special District Funds) RRCSO Construction Fund	App Submitted 7/1/2018		
Earthquake	Water Agency	Infrastructure	SCWA SVCSO	Seismic Rehabilitation and Retrofit of Secondary Treatment Clarifiers	Retrofit of facilities to reduce risk of system failure during an earthquake.	\$ 2,750,000	\$ 2,062,500	\$ 687,500	N	(Available Special District Funds) SVCSO Construction Fund	App Submitted 7/1/2018		
Flood	County	Infrastructure, Housing	TPW	Culvert Improvements to Reduce Flooding	Upgrade 2 culverts in sonoma county to a higher capacity to reduce flooding. Drake Rd - Guerneville (5th district)	\$ 355,000	\$ 266,250	\$ 88,750	Y	County General Fund	App Submitted 9/4/2018		
Flood	County	Natural Resources, Infrastructure	TPW	Russian River Flood Management & Fisheries Habitat Enhancement Planning	hydro-dynamic flow model for area of russian river that is flood prone & impacts structures. From asti to alexander valley bridge (11 mi). High rates of sedimentation. Community meetings to identify hazards. Project is to create model that will allow for identifying mitigation actions that will reduce flood damage in project location.	\$ 200,000	\$ 150,000	\$ 50,000	N	TPW funds	App Submitted 9/4/2018		
All	County	Infrastructure	TPW	Bank Stabilization to protect River Road	Protect the quickly-eroding bank of the Russian River along River Rd, using primarily natural materials in order to protect a vital transportation link, as well as residences and agricultural land.	\$ 5,092,220	\$ 3,819,165	\$ 1,273,055	N	SBI	App Submitted 7/1/2018		
All	County	Infrastructure	TPW	Road Yard Generator	Purchase and install onsite generator for the Sonoma County Santa Rosa Road Maintenance Yard to prevent risk of service interruption affecting the road.	\$ 250,000	\$ 187,500	\$ 62,500	N	Roads Fund	App Submitted 7/1/2018		
All	County	Infrastructure	TPW	Airport Generator	Purchase and installation of onsite generator for the Airport Terminal to allow operations for at least 4 days in the event of power outages.	\$ 480,000	\$ 360,000	\$ 120,000	N	Airport Enterprise Funds	App Submitted 7/1/2018		
<b>TOTAL</b>						<b>\$ 38,820,121.00</b>	<b>\$ 29,098,425.25</b>	<b>\$ 9,721,695.75</b>					
<b>General Fund Match Total - DR-4344</b>						<b>\$</b>	<b>\$ 5,639,907.00</b>						

(DR-4344) - Recently removed from HMGP-in-development list

Hazard Mitigation Area	Jurisdiction	Task Force	Department	Project Title	Project description	Estimated Total			Local Share		Status	Notes
						Cost	Federal Share	Local Share	Source	Cost share type		
Fire	County	Infrastructure	FES	Collaborative Mapping for Strategic Risk Reduction and Community Safety	Provide strategic response pre-attack maps to cover all areas of risk to wildfire in Sonoma County. These maps and data will be annexed into update of the county-wide LHMP.	\$ 200,000.00	\$ 150,000.00	\$ 50,000.00	Y	County General Fund, Potentially Fire Chief match	not pursuing for HMGP	Not pursuing based on CALDES feedback that HMGP can only pay for mapping to ID mitigation actions - which is already being addressed by CWRP-HMGP application - real need here was for response attack maps, which HMGP cannot pay for. FES time better spent on sirens, CIPP, and Fire Mitigation Retrofit applications.  Will keep on cadar and pursue more appropriate funding sources.
All	County	Infrastructure	TPW	Asti Bridge	Construct a permanent bridge over the Russian River at Washington School Road, near the community of Asti.	\$ 25,000,000.00	\$ 5,000,000.00	\$ 20,000,000.00	Y	TBD	not pursuing HMGP at this time - will pursue if necessary supporting info is produced	TPW has opted not to pursue the funding application for a permanent bridge in Asti mainly due to timing conflicts between the environmental work and the required timeline for construction. The department instead is actively working with a group of residents on a bridge feasibility study and will soon start environmental work to be better prepared to apply for funding in the future.
Seismic	County	Infrastructure	General Services	Seismic upgrades for Sonoma Veterans Building	Retrofitting Sonoma Veterans hall for Seismic Stability	\$ 2,243,000.00	\$ 1,682,250.00	\$ 560,750.00	Y	County General Fund	not pursuing HMGP at this time - will pursue if necessary supporting info is produced	Not cost effective. Consultant worked BCA but could not get it above .40. BCA must be above 1.0 to be submitted.
Fire, Seismic	County	Infrastructure	ISD	Seismic and Fire retrofits of County Datacenter to Maintain Critical Capabilities	County datacenter infrastructure, utility, Hazard mitigation protective measures for electrical & internet redundancy. Create separate redundant power and network connectivity line.	\$ 1,255,000.00	\$ 941,250.00	\$ 313,750.00	Y	County General Fund	not pursuing HMGP at this time - will pursue if necessary supporting info is produced	Insufficient technical info to meet 9/4 deadline. Structural engineer assessment of vulnerability and design needed for both application and BCA. BCA not possible given current information. Will be pursued in future HMGP rounds if necessary analyses are

**Hazard Mitigation Grant Program (HMGP) Applications Submitted for Disaster Number DR-4353**

Hazard Mitigation Area	Task Force	Department	Project Title	Project description	Estimated Total Cost	Federal Share	Local Cost Share	Local Share: General Fund Y/N	Local Share Detail	Status
All	Infrastructure	FES	Warning Sirens - System	Design and install warning sirens in selected locations. Develop operating, testing, and maintenance procedures. In partnership with City of SR.	\$850,000	\$637,500	\$212,500	Y	County General Fund, City of SR	App Submitted 9/4/2018
<b>TOTALS</b>					<b>\$ 850,000.00</b>	<b>\$ 637,500.00</b>	<b>\$ 212,500.00</b>			

## Fire Recovery

Bill ID/Topic	Location	Summary
<p><a href="#">AB 1772</a> <a href="#">Aguiar-Curry D</a></p> <p>Fire insurance: indemnity.</p>	<p>ASSEMBLY ENROLLMENT 8/31/2018 - Read third time. Urgency clause adopted. Passed. Ordered to the Assembly. In Assembly. Concurrence in Senate amendments pending. Urgency clause adopted. Senate amendments concurred in. To Engrossing and Enrolling.</p>	<p>Existing law defines the measure of indemnity for a loss under an open fire insurance policy and specifies time limits under which an insured must collect the full replacement cost of the loss. In the event of a loss relating to a state of emergency, as defined, existing law establishes a minimum time limit of not less than 24 months from the date that the first payment toward the actual cash value is made during which the insured may collect the full replacement cost of the loss, subject to the policy limit, as specified. This bill would extend the minimum time limit during which an insured may collect the full replacement cost of a loss relating to a state of emergency to 36 months. The bill would require that additional extensions of 6 months be provided to policyholders for good cause under that circumstance. The bill would also require that policy forms issued by an insurer be in compliance with these changes on and after July 1, 2019. The bill would also make technical changes. This bill contains other related provisions. <b>Last Amended on 8/24/2018</b></p>
<p><a href="#">AB 1800</a> <a href="#">Levine D</a></p> <p>Fire insurance: indemnity.</p>	<p>ASSEMBLY ENROLLMENT 8/31/2018 - Read third time. Urgency clause adopted. Passed. Ordered to the Assembly. In Assembly. Concurrence in Senate amendments pending. Urgency clause adopted. Senate amendments concurred in. To Engrossing and Enrolling. Urgency clause adopted. Senate amendments concurred in. To Engrossing and Enrolling.</p>	<p>Existing law defines the measure of indemnity for a loss under an open fire insurance policy and specifies time limits under which an insured must collect the full replacement cost of the loss. Existing law prohibits, in the event of a total loss of the insured structure, a fire insurance policy issued or delivered in the state from limiting or denying payment of the replacement cost of property if the insured decides to rebuild or replace the property at a location other than the insured premises. Existing law requires the measure of indemnity to be based upon the replacement cost of the insured property and prohibits it from being based upon the cost to repair, rebuild, or replace at a location other than the insured premises. This bill would instead prohibit, in the event of a total loss of an insured structure, a fire insurance policy issued or delivered in this state from containing a provision that limits or denies, on the basis that the insured has decided to rebuild at a new location or to purchase an already built home at a new location, payment of the building code upgrade cost or the replacement cost, including any extended replacement cost coverage, to the extent those costs are otherwise covered by the terms of the policy or any policy endorsement. The bill would prohibit the measure of indemnity from exceeding, rather than requiring it to be based upon, the replacement cost, as specified. The bill would require all policy forms issued or renewed on and after July 1, 2019, to contain these provisions. This bill contains other related provisions. <b>Last Amended on 8/24/2018</b></p>
<p><a href="#">AB 1875</a> <a href="#">Wood D</a></p> <p>Residential property insurance.</p>	<p>ASSEMBLY ENROLLMENT 8/30/2018 - Senate amendments concurred in. To Engrossing and Enrolling.</p>	<p>Existing law generally regulates classes of insurance, including residential property insurance. Under existing law, the California FAIR (fair access to insurance requirements) Plan Association, a joint reinsurance association in which all insurers licensed to write basic property insurance participate, administers a program for the equitable apportionment of basic property insurance for persons who are unable to obtain that coverage through normal channels. Existing law requires the association to establish and maintain an Internet Web site and a toll-free telephone number through which a person may receive assistance in applying for basic property insurance. Existing law requires an insurer member of the plan to provide the Internet Web site address and toll-free telephone number to an applicant who is denied coverage. This bill would require the Department of Insurance to establish the California Home Insurance Finder on its Internet Web site to help homeowners connect with an insurance agent or broker for residential property insurance. The bill would require the department to annually survey agents, brokers, and insurers about inclusion in the finder, and post participants' names, addresses, phone numbers, and Internet Web sites, if available, to the finder on or before July 1, 2020. The bill would require the commissioner to use social media and other tools to promote the finder, and to create materials in the most common languages used in California. The bill would require an insurer to disclose specified information to an applicant who is denied coverage or a policyholder whose policy is canceled or not renewed, including, on or after July 1, 2020, information about the finder. The bill would require specified information, including the Internet Web site address of the department's Homeowners Coverage Comparison Tool, to be disclosed on or after July 1, 2020, upon an offer of a</p>

		policy of residential property insurance if specified conditions are met. The bill would require a residential property insurer to notify the department on or before February 1 of each year of the amount of extended replacement cost coverage it offers in California, if the amount is different from that of the previous year, and would require the department to use this information to annually update the Homeowners Coverage Comparison Tool. <b>Last Amended on 8/24/2018</b>
<a href="#"><u>AB 1877</u></a> <a href="#"><u>Limón D</u></a>  Office of Emergency Services: communications: notifications: translation.	ASSEMBLY ENROLLMENT 8/30/2018 - Senate amendments concurred in. To Engrossing and Enrolling.	The California Emergency Services Act establishes the Office of Emergency Services within the Governor's office under the supervision of the Director of Emergency Services and makes the office responsible for the state's emergency and disaster response services for natural, technological, or manmade disasters and emergencies. Existing law requires the Governor to coordinate a State Emergency Plan, which is in effect in each political subdivision of the state, and requires the governing body of each political subdivision, as defined, to take actions necessary to carry out the provisions of that plan. This bill would require the Office of Emergency Services to create a library of translated emergency notifications and a translation style guide, as specified, and would require designated alerting authorities, as defined, to consider using the library and translation style guide that may be used by designated alerting authorities when issuing emergency notifications to the public. The bill would authorize the office to require a city, county, or city and county to translate emergency notifications as a condition of approving its application to receive any voluntary grant funds with a nexus to emergency management performance. <b>Last Amended on 8/24/2018</b>
<a href="#"><u>AB 1919</u></a> <a href="#"><u>Wood D</u></a>  Price gouging: state of emergency.	ASSEMBLY ENROLLMENT 8/31/2018 - Read third time. Passed. Ordered to the Assembly. In Assembly. Concurrence in Senate amendments pending. Assembly Rule 63 suspended. Senate amendments concurred in. To Engrossing and Enrolling.	Under existing law, upon the proclamation of a state of emergency, as defined, declared by the President of the United States or the Governor, or upon the declaration of a local emergency, as defined, by the executive officer of any county, city, or city and county, and for a period of 30 days following that declaration, it is a misdemeanor with specified penalties for a person, contractor, business, or other entity to sell or offer to sell certain goods and services, including housing, for a price that exceeds by 10% the price charged by that person immediately prior to the proclamation of emergency, except as specified. Existing law, the California Emergency Services Act, establishes the Office of Emergency Services and vests the office with responsibility for the state's emergency and disaster response services for natural, technological, or manmade disasters and emergencies, as specified. This bill would additionally, upon the proclamation or declaration of an emergency as described above, make it a misdemeanor for a person, business, or other entity to increase the rental price, as defined, advertised, offered, or charged for housing to an existing or prospective tenant by more than 10%. The bill would extend the prohibition with regards to housing for any period that the proclamation or declaration is extended. The bill would additionally make it a misdemeanor for a person, business, or entity to evict a housing tenant after the proclamation of a state of emergency and then rent or offer to rent to another person at a rental price higher than the evicted tenant could be charged. By creating a new crime, this bill would create a state-mandated local program. The bill would require the Office of Emergency Services, upon the proclamation of an emergency by the Governor, to include information about these provisions and guidance to property owners, as specified, on an appropriate Internet Web site. This bill contains other related provisions and other existing laws. <b>Last Amended on 8/17/2018</b>
<a href="#"><u>AB 1928</u></a> <a href="#"><u>McCarty D</u></a>  California Conservation Corps: contracts.	ASSEMBLY ENROLLED 8/28/2018 - Enrolled and presented to the Governor at 3 p.m.	Existing legislative findings and declarations state that the California Conservation Corps offers California a unique opportunity to meet both the goal of increasing understanding and appreciation of the environment and the goal of helping youths become productive adults. Existing law provides that the Legislature reaffirms its intent that the corps' mission includes increasing awareness of and improving our natural resources, and instilling basic skills and a healthy work ethic in California youth, building their character, self-esteem, and self-discipline, and establishing within them a strong sense of civic responsibility and understanding of the value of a day's work for a day's wages. This bill would authorize the California Conservation Corps, until January 1, 2024, to enter into a contract with an individual or collective of certified community conservation corps for a specified type of project or program that is in furtherance of those legislative findings and declarations. The bill would authorize the Director of the California Conservation Corps to establish guidelines for these purposes and would require these contracts to adhere



		to any established guidelines. The bill would require the California Conservation Corps to file a report on the success of any such program or project with the Legislature before January 1, 2023. <b>Last Amended on 8/15/2018</b>
<a href="#"><u>AB 1945</u></a> <a href="#"><u>Garcia, Eduardo D</u></a>  California Global Warming Solutions Act of 2006: Greenhouse Gas Reduction Fund: investment plan.	ASSEMBLY ENROLLMENT 8/30/2018 - Senate amendments concurred in. To Engrossing and Enrolling.	The California Global Warming Solutions Act of 2006 establishes the State Air Resources Board as the state agency responsible for monitoring and regulating sources emitting greenhouse gases. The act authorizes the state board to include the use of market-based compliance mechanisms. Existing law requires all moneys, except for fines and penalties, collected by the state board from the auction or sale of allowances as part of a market-based compliance mechanism to be deposited in the Greenhouse Gas Reduction Fund and to be available upon appropriation by the Legislature. Existing law requires the Department of Finance, in consultation with the state board and any other relevant state agency, to develop, as specified, a 3-year investment plan for the moneys deposited in the Greenhouse Gas Reduction Fund. Existing law requires the moneys from the fund to be used to facilitate the achievement of reductions of greenhouse gas emissions consistent with the act and, among other things, to maximize economic, environmental, and public health benefits to the state. This bill, beginning July 1, 2019, would require state agencies administering competitive grant programs that allocate moneys from the fund to give specified communities preferential points during grant application scoring for programs intended to improve air quality and to include a specified application timeline and to allow applicants from the Counties of Imperial and San Diego to include daytime population numbers in grant applications. This bill contains other related provisions. <b>Last Amended on 8/24/2018</b>
<a href="#"><u>AB 1956</u></a> <a href="#"><u>Limón D</u></a>  Fire prevention activities: local assistance grant program.	ASSEMBLY ENROLLMENT 8/30/2018 - Senate amendments concurred in. To Engrossing and Enrolling.	Existing law requires the Director of Forestry and Fire Protection to establish a working group, consisting of specified members, to identify potential incentives for landowners to implement prefire activities, as defined, in state responsibility areas and urban wildland communities and to identify all federal, state, or local programs, private programs, and any other programs requiring a cost share that involves prefire activities. This bill would repeal this law. This bill contains other related provisions and other existing laws. <b>Last Amended on 8/23/2018</b>
<a href="#"><u>AB 2091</u></a> <a href="#"><u>Grayson D</u></a>  Fire prevention: prescribed burns: insurance pool.	ASSEMBLY ENROLLMENT 8/30/2018 - Senate amendments concurred in. To Engrossing and Enrolling.	Existing law authorizes a person, firm, or corporation, or a group or combination of persons, firms, corporations, or groups, that owns or controls brush-covered land, forest lands, woodland, grassland, shrubland, or any combination thereof within a state responsibility area to apply to the Department of Forestry and Fire Protection for permission to utilize a prescribed burning for specified public purposes. The Governor has issued an executive order relating to, among other subjects, the streamlining of permitting for landowner-initiated projects for the improvement of forest health and the reduction of forest-fire fuels on their properties. Pursuant to this executive order, a Forest Management Task Force involving specified state agencies has been convened. This bill would express the intent of the Legislature to enact legislation to increase the pace and scale of the use of prescribed fire and to reduce barriers for conducting prescribed burns. The bill would require the Forest Management Task Force or its successor entity, on or before January 1, 2020, and in coordination with the Department of Insurance, to develop recommendations for the implementation of an insurance pool or other mechanism for prescribed burn managers that reduces the cost of conducting prescribed fire while maintaining adequate liability protection for lives and property when conducting prescribed burns. <b>Last Amended on 8/24/2018</b>
<a href="#"><u>AB 2126</u></a> <a href="#"><u>Eggman D</u></a>  California Conservation Corps: forestry corps program.	ASSEMBLY ENROLLMENT 8/30/2018 - Senate amendments concurred in. To Engrossing and Enrolling.	Existing law establishes the California Conservation Corps in the Natural Resources Agency and requires the corps to implement and administer the conservation corps program. Existing law requires the Governor to appoint a director to act as the administrative officer of the corps. Existing law authorizes the director to employ special corps members without regard to their ages so that the corps may draw upon their special skills that may contribute to the attainment of the objectives of the program. Existing law provides that these special members may be assigned to headquarters, as well as field positions. This bill would require the director, no later than July 1, 2019, to establish a forestry corps program to accomplish certain objectives including developing and implementing forest health projects, as provided, and establishing forestry corps crews. The bill would require the director to partner with

		certified community conservation corps in implementing the forestry corps program, where feasible. The bill would require the director, no later than January 1, 2020, to establish 4 forestry corps crews, one to be based in the Central Valley, one in the Inland Empire, and 2 to be based in either a state responsibility area or a very high hazard fire zone, as specified. This bill contains other related provisions and other existing laws. <b>Last Amended on 8/24/2018</b>
<p><a href="#">AB 2238</a> <a href="#">Aguiar-Curry D</a></p> <p>Local agency formation: regional housing need allocation: fire hazards: local health emergencies: hazardous and medical waste.</p>	ASSEMBLY ENROLLMENT 8/30/2018 - Senate amendments concurred in. To Engrossing and Enrolling.	(1)Existing law, the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, provides the authority and procedures for the initiation, conduct, and completion of changes of organization and reorganization of cities and districts. The act specifies the factors that a local agency formation commission is required to consider in the review of a proposal for a change of organization or reorganization, including, among other things, per capita assessed valuation and the proposal's consistency with city or county general and specific plans. This bill would instead require the commission to consider the assessed valuation rather than per capita assessed valuation. The bill would additionally require the commission to consider information contained in a local hazard mitigation plan, information contained in a safety element of a general plan, and any maps that identify land as a very high fire hazard zone or maps that identify land determined to be in a state responsibility area if it is determined that such information is relevant to the area that is the subject of the proposal. By adding to the duties of local agency formation commissions in reviewing a change of organization or reorganization, this bill would impose a state-mandated local program. This bill contains other related provisions and other existing laws. <b>Last Amended on 8/24/2018</b>
<p><a href="#">AB 2252</a> <a href="#">Limón D</a></p> <p>State grants: state grant administrator.</p>	ASSEMBLY ENROLLMENT 8/27/2018 - Senate amendments concurred in. To Engrossing and Enrolling.	The Grant Information Act of 1999 authorizes state agencies to make available on the Internet a listing, of all grants administered by that agency, that includes specified information and provides instructions on filing grant applications electronically, or on the manner in which to download, complete, and mail grant applications to the state agency, or both. The act also authorizes each state agency to make available on the Internet any printed grant application form used by the agency to award grants that are administered by that agency. This bill would, instead, enact the Grant Information Act of 2018. The bill would require the California State Library, on or before July 1, 2020, to create a funding opportunities Internet Web portal that provides a centralized location for grant seekers to find state grant opportunities. The bill would additionally require each state agency, on or before July 1, 2020, to register every grant the state agency administers with the California State Library prior to commencing a solicitation or award process for distribution of the grant, as specified. The bill would require each state agency, on or before July 1, 2020, to provide for the acceptance of electronic applications for any grant administered by the state agency, as appropriate. The bill would additionally require the California State Library to create an annual report to the Legislature relating to the effectiveness of the Internet Web portal, as specified. <b>Last Amended on 8/17/2018</b>
<p><a href="#">AB 2346</a> <a href="#">Quirk D</a></p> <p>Public utilities: rates: wildfire expense memorandum accounts.</p>	ASSEMBLY ENROLLMENT 8/31/2018 - Senate amendments concurred in. To Engrossing and Enrolling.	Under existing law, the Public Utilities Commission has regulatory authority over public utilities, including electrical corporations. Existing law authorizes the commission to fix the rates and charges for every public utility, and requires that those rates and charges be just and reasonable. Existing law requires the commission to authorize public utilities to establish catastrophic event memorandum accounts and to record certain costs in those accounts. This bill would require the commission to authorize an electrical corporation, upon request, to establish a wildfire expense memorandum account for incremental unreimbursed costs relating to California wildfires that occur on or after January 1, 2015, and to record certain costs in those accounts. The bill would require the recovery in rates of those costs to be subject to review by, and the determination of, the commission, as specified. The bill would require an electrical corporation to notify the commission by letter within 30 days after the electrical corporation begins recording costs in its wildfire expense memorandum account. This bill contains other related provisions and other existing laws. <b>Last Amended on 8/22/2018</b>
<p><a href="#">AB 2380</a> <a href="#">Aguiar-Curry D</a></p>	ASSEMBLY ENROLLMENT 8/31/2018 - Read third time.	Existing law provides that fire companies in unincorporated and incorporated towns may be organized, as provided, and be subject to specified provisions and requirements. Existing law provides that the city council of an

<p>Fire protection: privately contracted private fire prevention resources.</p>	<p>Passed. Ordered to the Assembly. In Assembly. Concurrence in Senate amendments pending. Senate amendments concurred in. To Engrossing and Enrolling.</p>	<p>incorporated city may, by ordinance, regulate the formation and continued existence of fire companies providing service within its city. Existing law establishes in state government, within the office of the Governor, the Office of Emergency Services. Existing law requires the office to be responsible for the state's emergency and disaster response services for natural, technological, or manmade disasters and emergencies, including responsibility for activities necessary to prevent, respond to, recover from, and mitigate the effects of emergencies and disasters to people and property. Existing law, the FIRESCOPE Act of 1989, requires the office to establish and administer a program, known as the FIRESCOPE Program, to maintain and enhance the efficiency and effectiveness of managing multiagency firefighting resources in responding to an incident. This bill would require the office, in collaboration with the Department of Forestry and Fire Protection and the board of directors of the FIRESCOPE Program, to develop standards and regulations for any privately contracted private fire prevention resources operating during an active fire incident in the state, as provided, and to develop regulations to govern the use of equipment used by privately contracted private fire prevention resources during an active fire incident, as provided. <b>Last Amended on 8/28/2018</b></p>
<p><a href="#"><u>AB 2518</u></a> <a href="#"><u>Aguiar-Curry D</u></a></p> <p>Innovative forest products and mass timber.</p>	<p>ASSEMBLY ENROLLMENT 8/30/2018 - Senate amendments concurred in. To Engrossing and Enrolling.</p>	<p>Existing law establishes the Department of Forestry and Fire Protection in the Natural Resources Agency. Existing law declares that a thriving in-state forest products sector provides public benefits, including employment opportunities in both rural and urban areas, and economic development for rural communities. Existing law requires the Secretary of the Natural Resources Agency to establish a working group on expanding wood product markets, as provided. This bill would require, on or before January 31, 2020, the department, in consultation with the State Board of Forestry and Fire Protection, to identify barriers to in-state production of mass timber and other innovative forest products, as those terms are defined, and develop solutions that are consistent with the state's climate objectives on forest lands. The bill would require the department to collaborate with the working group described above, other state agencies, and independent experts, including with apprenticeship programs of organized labor, community colleges, and others with similar expertise, on innovative forest products and mass timber workforce training and job creation. This bill contains other related provisions. <b>Last Amended on 8/24/2018</b></p>
<p><a href="#"><u>AB 2551</u></a> <a href="#"><u>Wood D</u></a></p> <p>Forestry and fire prevention: joint prescribed burning operations: watersheds.</p>	<p>ASSEMBLY ENROLLMENT 8/30/2018 - Senate amendments concurred in. To Engrossing and Enrolling.</p>	<p>Existing law requires the Department of Forestry and Fire Prevention to implement various fire prevention programs intended to protect forest resources and prevent uncontrolled wildfires. This bill would instead authorize the director to enter into those agreements with small nonindustrial landowners, as defined. The bill would delete the term and interest rate requirements relating to these loans and instead require the director to establish reasonable terms relating to the length of, and the interest rate for, the loans. The bill would also authorize the director to provide the director's share of the costs described above in advance of any performed work if the eligible landowner agrees in writing to undertake the forest resource improvement work and agrees to the condition that any funds provided for uncompleted work shall constitute grounds for a claim and lien upon the real property owned by the landowner, as provided. The bill would require any money recovered from the lien to be deposited into the fund. This bill contains other related provisions and other existing laws. <b>Last Amended on 8/24/2018</b></p>
<p><a href="#"><u>AB 2576</u></a> <a href="#"><u>Aguiar-Curry D</u></a></p> <p>Emergencies: health care.</p>	<p>ASSEMBLY ENROLLMENT 8/29/2018 - Assembly Rule 77 suspended. Senate amendments concurred in. To Engrossing and Enrolling.</p>	<p>(1) Existing law, the California Emergency Services Act, authorizes the Governor to proclaim a state of emergency, and local officials and local governments to proclaim a local emergency, when specified conditions of disaster or extreme peril to the safety of persons and property exist, and authorizes the Governor or the appropriate local government to exercise certain powers in response to that emergency. Existing law authorizes the Governor, during a state of emergency, to direct all state agencies to utilize and employ state personnel, equipment, and facilities to perform activities that are designed to prevent or alleviate actual and threatened damage due to that emergency. Existing law authorizes a state agency so directed to expend any of the moneys that have been appropriated to it in order to perform that activity. This bill would authorize the Governor, during a state of emergency, to direct all state agencies to utilize, employ, and direct state personnel, equipment, and facilities for the performance of any and all activities that are designed to allow community clinics and health centers to provide and receive reimbursement for services provided during or immediately following the emergency. The bill would authorize any agency directed by</p>

		the Governor to perform those activities to expend any of the moneys that have been appropriated to it in order to perform those activities, irrespective of the particular purpose for which the moneys were originally appropriated. This bill contains other related provisions and other existing laws. <b>Last Amended on 8/24/2018</b>
<a href="#">AB 2594</a> <a href="#">Friedman D</a>  Fire insurance.	ASSEMBLY ENROLLED 8/24/2018 - Enrolled and presented to the Governor at 4:30 p.m.	Existing law generally regulates fire insurance and county mutual fire insurers. Existing law prescribes the standard form for a fire insurance policy or county fire insurance policy. Existing law imposes a 12-month statute of limitations in which to bring suit under a fire insurance policy or a county fire insurance policy after a loss. Existing law makes it a misdemeanor for an insurer or agent to countersign or issue a fire policy that varies from the California standard form of policy. This bill would revise the standard forms of policy and extend the period in which to bring suit to 24 months after the inception of the loss if the loss is related to a state of emergency, as specified. By expanding the scope of an existing crime, the bill would impose a state-mandated local program. This bill contains other related provisions and other existing laws. <b>Last Amended on 8/6/2018</b>
<a href="#">AB 2687</a> <a href="#">Quirk-Silva D</a>  Office of Small Business.	ASSEMBLY ENROLLED 8/24/2018 - Enrolled and presented to the Governor at 4:30 p.m.	Existing law establishes the Office of Small Business Advocate within the Governor's Office of Business and Economic Development, also known as GO-Biz, and prescribes the duties and functions of the Small Business Advocate, who is also the Director of the Office of Small Business Advocate. Among these duties, the director is to serve as the principal advocate in the state on behalf of small businesses and to represent the views and interests of small businesses before other state agencies policies and activities of which may affect small businesses. This bill would require the Small Business Advocate to collaborate with the Office of Small Business and Disabled Veteran Business Enterprise Services in their activities under the Small Business Procurement Act and to post a variety of information related to small business activities on the GO-Biz Internet Web site or the advocate's Internet Web site. Among other things, the bill would require the advocate to be prepared for designation by the Office of Emergency Services to serve as an official liaison between small businesses impacted by a state of emergency and other government and nonprofit service providers and to assist in the state emergency recovery, response, and preparedness efforts related to small businesses. The bill would eliminate the duty of the Office of Small Business Advocate to post information on its Internet Web site regarding small business financial development and the efficient use of energy, as specified. <b>Last Amended on 6/7/2018</b>
<a href="#">AB 2889</a> <a href="#">Caballero D</a>  Timber harvesting plans: guidance and assistance.	ASSEMBLY ENROLLED 8/29/2018 - Enrolled and presented to the Governor at 4 p.m.	Existing law prohibits a person, as defined, from conducting timber operations, as defined, unless a timber harvesting plan that meets specified requirements and is prepared by a professional forester for those operations has been submitted to the Department of Forestry and Fire Protection. Existing law requires the department to review, approve, or require the modification of, timber harvesting plans in accordance with prescribed procedures. This bill would require the department to provide guidance and assistance to ensure the uniform and efficient implementation of processes and procedures regulating the filing, review, approval, required modification, completion, and appeal of decisions relating to timber harvesting plans, as provided. The bill would also require the department to issue guidance to achieve greater timber harvesting plan review accuracy and efficiency and to avoid duplication of efforts, as provided. <b>Last Amended on 4/30/2018</b>
<a href="#">AB 2898</a> <a href="#">Gloria D</a>  Emergency services: local emergencies.	ASSEMBLY ENROLLED 8/27/2018 - Enrolled and presented to the Governor at 3 p.m.	Existing law, the California Emergency Services Act, establishes the Office of Emergency Services and vests the office with responsibility for the state's emergency and disaster response services for natural, technological, or manmade disasters and emergencies, as specified. The act also prescribes a process for the declaration of a local emergency and permits a local emergency to be proclaimed only by the governing body of a city or county or by an official designated by ordinance adopted by that governing body. Existing law requires the governing body to review the need for continuing the local emergency at least once every 30 days until the governing body terminates the local emergency. This bill would instead require review of a local emergency by the governing body, as described above, to occur at least once every 60 days. This bill contains other related provisions. <b>Last Amended on 8/8/2018</b>

<p><a href="#">AB 2911</a> <a href="#">Friedman D</a></p> <p>Fire safety.</p>	<p>ASSEMBLY ENROLLMENT 8/31/2018 - Senate amendments concurred in. To Engrossing and Enrolling.</p>	<p>(1)Existing law requires a local agency to designate, by ordinance, very high fire severity zones in its jurisdiction within 120 days of receiving recommendations from the Director of Forestry and Fire Protection and exempts a local agency, as defined, from that requirement if ordinances of the local agency, adopted on or before December 31, 1992, impose standards that are equivalent to, or more restrictive than, specified state standards. Existing law authorizes a local agency, at its discretion, to exclude from specified requirements governing fire risk reduction an area identified as a very high fire hazard severity zone by the director within the jurisdiction of the local agency, following a specified finding supported by substantial evidence that those requirements are not necessary for effective fire protection within the area. This bill would eliminate the above-described exemption and exclusion and would require a local agency to transmit a copy of any ordinance adopted pursuant to these provisions to the State Board of Forestry and Fire Protection within 30 days of adoption. By imposing new responsibilities on local agencies with regard to the adoption of fire safety ordinances, the bill would impose a state-mandated local program. This bill contains other related provisions and other existing laws. <b>Last Amended on 8/24/2018</b></p>
<p><a href="#">AB 2915</a> <a href="#">Caballero D</a></p> <p>Workforce development boards: mutual disaster aid assistance: memorandum of understanding.</p>	<p>ASSEMBLY ENROLLMENT 8/27/2018 - Senate amendments concurred in. To Engrossing and Enrolling.</p>	<p>Existing law, the California Workforce Innovation and Opportunity Act, establishes the California Workforce Development Board as the body responsible for assisting the Governor in the development, oversight, and continuous improvement of California's workforce investment system and the alignment of the education and workforce investment systems to the needs of the 21st century economy and workforce. That act prescribes specific tasks with which the board assists the Governor, including the development and updating of comprehensive state performance accountability measures, to assess the effectiveness of the core programs in the state as required under specific federal law. That act also requires the establishment of a local workforce development board in each local workforce development area of the state to, among other things, develop effective linkages with employers in the region to support employer utilization of the local workforce development system and to support local workforce investment activities. The bill would require, by July 1, 2020, the California Workforce Development Board to develop, in conjunction with the Employment Development Department and with input from local workforce development boards, a policy regarding mutual aid agreements between and among local workforce development boards to enable them to effectively respond to disasters and that is consistent with applicable state and federal law. <b>Last Amended on 6/21/2018</b></p>
<p><a href="#">AB 2990</a> <a href="#">Low D</a></p> <p>Public postsecondary education: exemption from tuition and fees for qualifying survivors of deceased public safety and fire suppression personnel: notice.</p>	<p>ASSEMBLY ENROLLED 8/20/2018 - Enrolled and presented to the Governor at 3 p.m.</p>	<p>(1)Existing law prohibits the Board of Directors of the Hastings College of the Law, the Board of Governors of the California Community Colleges, the Trustees of the California State University, and, if they adopt an appropriate resolution, the Regents of the University of California, from collecting mandatory systemwide tuition and fees from any surviving spouse or surviving child of a deceased person who was a resident of the state and employed by or contracting with a public agency, whose principal duties consisted of active law enforcement service or active fire suppression and prevention, and who died as a result of his or her duties, as specified. This bill would require the Hastings College of Law, and each campus of the California Community Colleges and the California State University that has an Internet Web site, and, in the event that the regents adopt an appropriate resolution, each campus of the University of California that has an Internet Web site, to provide an online posting or notice of systemwide fee or tuition waivers available to students pursuant to the provision described above. The bill would require that the online posting or notice be accessible through a prominent direct link to an application for a waiver of the systemwide fee or tuition, that the direct link appear on the primary Web page of the financial aid section of the campus Web site, and that the direct link be accompanied by a description of eligibility requirements for the waiver of the systemwide fee or tuition, as specified. This bill contains other related provisions and other existing laws. <b>Last Amended on 4/5/2018</b></p>
<p><a href="#">AB 3257</a> <a href="#">Committee on Natural Resources</a></p>	<p>ASSEMBLY ENROLLMENT 8/29/2018 - Senate amendments</p>	<p>(1)Existing law, the Surface Mining and Reclamation Act of 1975, prohibits a person, with exceptions, from conducting surface mining operations unless, among other things, a permit is obtained from, a specified reclamation plan is submitted to and approved by, and financial assurances for reclamation have been approved by the lead agency, as defined, for the operation of the surface mining operation. The act requires that the State Mining and</p>

Natural resources.	concurrent in. To Engrossing and Enrolling.	Geology Board submit to the Legislature each year a report on the actions taken under the act during the preceding fiscal year, and requires the Division of Mine Reclamation in the Department of Conservation, at a minimum, to quarterly publish in the California Regulatory Notice Register, or otherwise make available upon request to the Department of General Services or any other state or local agency, a list identifying specified information pertaining to surface mining operations for which a report is required. This bill would revise the information to be included in that list, and would require identification of all surface mining operations subject to the act that are reporting as newly permitted, active, or idle. This bill contains other related provisions and other existing laws. <b>Last Amended on 8/23/2018</b>
<a href="#">SB 465</a> <a href="#">Jackson D</a> Property Assessed Clean Energy Program: wildfire safety improvements.	SENATE ENROLLMENT 8/31/2018 - Read third time. Passed. Ordered to the Senate. In Senate. Concurrence in Assembly amendments pending. Re-referred to Com. on RLS. pursuant to Senate Rule 29.10(d). From committee: Be re-referred to Com. on GOV. & F. pursuant to Senate Rule 29.10(d). (Ayes 4. Noes 0.) Re-referred to Com. on GOV. & F. From committee: That the Assembly amendments be concurred in. (Ayes 6. Noes 1.) Assembly amendments concurred in. (Ayes 25. Noes 12.) Ordered to engrossing and enrolling.	Existing law, known commonly as the Property Assessed Clean Energy (PACE) program, authorizes a public agency, by making specified findings, to authorize public agency officials and property owners to enter into voluntary contractual assessments to finance the installation of distributed generation renewable energy sources or energy or water efficiency improvements that are permanently fixed to real property. This bill would, until January 1, 2029, enact the Wildfire Safety Finance Act, which would expand these provisions to also authorize a legislative body that has accepted the designation of Very High Fire Hazard Severity Zone to designate an area for contractual assessments to finance the installation of wildfire safety improvements that are permanently fixed to real property, in accordance with specified procedures and requirements that are similar to requirements that apply to the PACE program under existing law. The bill would define "public agency," for purposes of financing the installation of wildfire safety improvements, to mean a city, county, or city and county. The bill would make conforming changes in the CFL, the Mello-Roos Community Facilities Act of 1982, and other related laws to that effect. This bill contains other related provisions and other existing laws. <b>Last Amended on 8/27/2018</b>
<a href="#">SB 819</a> <a href="#">Hill D</a> Electrical and gas corporations: rates.	SENATE ENROLLMENT 8/28/2018 - In Senate. Concurrence in Assembly amendments pending. Assembly amendments concurred in. (Ayes 39. Noes 0.) Ordered to engrossing and enrolling.	Under existing law, the Public Utilities Commission has regulatory authority over public utilities, including electrical corporations and gas corporations. Existing law authorizes the commission to establish rules for all public utilities, subject to control by the Legislature. Existing law authorizes the commission to fix the rates and charges for every public utility and requires that those rates and charges be just and reasonable. Existing law prohibits a gas corporation from recovering any fine or penalty in any rate approved by the commission. This bill would additionally prohibit an electrical corporation from recovering a fine or penalty through a rate approved by the commission and would make related nonsubstantive changes. This bill contains other related provisions and other existing laws. <b>Last Amended on 8/20/2018</b>
<a href="#">SB 821</a> <a href="#">Jackson D</a> Emergency notification: county jurisdictions.	SENATE ENROLLMENT 8/31/2018 - Read third time. Passed. Ordered to the Senate. In Senate. Concurrence in Assembly amendments pending. Ordered to special consent calendar. Assembly amendments concurred in.	The California Emergency Services Act establishes the Office of Emergency Services in the office of the Governor and provides that the office is responsible for the state's emergency and disaster response services for natural, technological, or manmade disasters and emergencies, including responsibility for activities necessary to prevent, respond to, recover from, and mitigate the effects of emergencies and disasters to people and property. This bill would authorize each county, including a city and county, to enter into an agreement to access the contact information of resident account holders through the records of a public utility or other agency responsible for water service, waste and recycling services, or other property-related services for the sole purpose of enrolling county residents in a county-operated public emergency warning system. The bill would require any county that enters into

	(Ayes 38. Noes 0.) Ordered to engrossing and enrolling.	such an agreement to include procedures to enable any resident to opt out of the warning system and a process to terminate the receiving agency's access to the resident's contact information. The bill would prohibit the use of the information gathered for any purpose other than for emergency notification. This bill contains other existing laws. <b>Last Amended on 8/23/2018</b>
<a href="#">SB 824</a> <a href="#">Lara D</a>	SENATE ENROLLMENT 8/29/2018 - Assembly amendments concurred in. (Ayes 39. Noes 0.) Ordered to engrossing and enrolling.	(1) Existing law requires an insurer to comply with certain procedures relating to the cancellation of insurance policies, except as specified, in the case of a total loss to the primary insured structure under a residential policy. Among other requirements, an insurer may not cancel coverage while the primary insured structure is being rebuilt, as specified, nor use the fact that the primary insured structure is in damaged condition as a result of the total loss as the sole basis for a decision to cancel the policy, and must offer, at least once, to renew the policy, as specified, if the total loss to the primary insured structure was caused by a disaster. This bill would prohibit, subject to certain exceptions, an insurer from canceling or refusing to renew a policy of residential property insurance for one year after the declaration of a state of emergency based solely on the fact that the insured structure is located in an area in which a wildfire has occurred, with respect to an insured property located within or adjacent to the fire perimeter, as specified. This bill contains other related provisions and other existing laws. <b>Last Amended on 8/24/2018</b>
<a href="#">SB 833</a> <a href="#">McGuire D</a>	SENATE ENROLLMENT 8/28/2018 - In Senate. Concurrence in Assembly amendments pending. Assembly amendments concurred in. (Ayes 39. Noes 0.) Ordered to engrossing and enrolling.	The California Emergency Services Act establishes the Office of Emergency Services (OES) in the office of the Governor and provides that OES is responsible for the state's emergency and disaster response services for natural, technological, or manmade disasters and emergencies. The act also provides for systems for the public dissemination of alerts regarding missing children, attacks upon law enforcement officers, and missing persons who are 65 years of age or older, among others, and requires the Department of the California Highway Patrol to activate these systems and issue alerts upon the request of a law enforcement agency if certain conditions are met. This bill, on or before July 1, 2019, would require OES, in consultation with specified entities, to develop voluntary guidelines for alerting and warning the public of an emergency. The bill would require OES to provide each city, county, and city and county with a copy of the guidelines. This bill contains other related provisions. <b>Last Amended on 8/20/2018</b>
<a href="#">SB 894</a> <a href="#">Dodd D</a>	SENATE ENROLLMENT 8/31/2018 - Assembly amendments concurred in. (Ayes 26. Noes 12.) Ordered to engrossing and enrolling.	Existing law requires an insurer, in the case of a total loss to the primary insured structure under a policy of residential property insurance, to offer to renew the policy at least once if the loss to the primary insured structure was caused by a disaster, as defined, and was not also due to the negligence of the insured, except as specified. This bill would instead, under specified circumstances, require the insurer to offer to renew the policy for at least the next 2 annual renewal periods or 24 months, whichever is greater. This bill contains other related provisions and other existing laws. <b>Last Amended on 8/24/2018</b>
<a href="#">SB 896</a> <a href="#">McGuire D</a>	SENATE ENROLLMENT 8/28/2018 - In Senate. Ordered to engrossing and enrolling.	Existing law, until January 1, 2019, defines the offense of aggravated arson, and defines the aggravating factors for the offense as, the person has been previously convicted of arson on one or more occasions within the past 10 years, the fire caused property damage and other losses in excess of \$7,000,000, or the fire caused damage to, or the destruction of, 5 or more inhabited structures. Existing law, commencing January 1, 2019, deletes the aggravating factor of property damage and other losses in excess of \$7,000,000 from the definition of aggravated arson. This bill would extend the operation of the former aggravated arson offense until January 1, 2024, and would increase the threshold of property damage and other losses constituting an aggravating factor for aggravated arson to \$8,300,000. The bill would delay operation of the latter aggravated arson offense that deletes the threshold dollar amount of property damages or losses as an aggravating factor until January 1, 2024. By extending the operation of law defining a crime, this bill would impose a state-mandated local program. This bill contains other related provisions and other existing laws. <b>Last Amended on 5/25/2018</b>
<a href="#">SB 917</a> <a href="#">Jackson D</a>	SENATE ENROLLMENT 8/29/2018 - Assembly amendments concurred in.	Existing law regulates insurance and the business of insurance in the state. Under existing law, an insurer is liable for a loss of which a peril insured against was the proximate cause, although a peril not contemplated by the contract may have been a remote cause of the loss. Under existing law, an insurer is not liable for a loss of which the peril insured was only the remote cause. This bill would require coverage to be provided if a loss or damage results from a
Insurers: declared disaster: homeowners' insurance policies.		
Emergencies: Office of Emergency Services: guidelines: alert and warning systems.		
Property insurance.		
Aggravated arson.		
Insurance policies.		

	(Ayes 27. Noes 12.) Ordered to engrossing and enrolling.	combination of perils, one of which is a landslide, mudslide, mudflow, or debris flow, if an insured peril is the efficient proximate cause of the loss or damage and coverage would otherwise be provided for the insured peril. The bill would require coverage to be provided under the same terms and conditions as would be provided for the insured peril. The bill would state that it does not constitute a change in, but is declaratory of, existing law, and that it does not alter or abrogate any coverage or defenses, either in contract or law, that existed prior to January 1, 2019. <b>Last Amended on 8/23/2018</b>
<a href="#"><u>SB 929</u></a> <a href="#"><u>McGuire D</u></a>  Special districts: Internet Web sites.	SENATE ENROLLED 8/28/2018 - Enrolled and presented to the Governor at 3:30 p.m.	The Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 provides the exclusive authority and procedure for the initiation, conduct, and completion of changes of organization and reorganization for special districts, as specified. The California Public Records Act requires a local agency to make public records available for inspection and allows a local agency to comply by posting the record on its Internet Web site and directing a member of the public to the Internet Web site, as specified. This bill would, beginning on January 1, 2020, require every independent special district to maintain an Internet Web site that clearly lists contact information for the special district, except as provided. Because this bill would require local agencies to provide a new service, the bill would impose a state-mandated local program. This bill contains other related provisions and other existing laws. <b>Last Amended on 8/16/2018</b>
<a href="#"><u>SB 969</u></a> <a href="#"><u>Dodd D</u></a>  Automatic garage door openers: backup batteries.	SENATE ENROLLED 8/24/2018 - Enrolled and presented to the Governor at 4 p.m.	Existing law requires an automatic garage door opener that is manufactured for sale, purchased, sold, offered for sale, or installed in a residence to comply with specified safety requirements, including that the automatic garage door opener have an automatic reverse safety device. This bill, beginning July 1, 2019, would also require an automatic garage door opener that is manufactured for sale, sold, offered for sale, or installed in a residence to have a battery backup function that is designed to operate when activated because of an electrical outage. The bill would make a violation of those provisions subject to a civil penalty of \$1,000. The bill would, on and after July 1, 2019, prohibit a replacement residential garage door from being installed in a manner that connects the door to an existing garage door opener that does not meet the requirements of these provisions. <b>Last Amended on 6/14/2018</b>
<a href="#"><u>SB 1040</u></a> <a href="#"><u>Dodd D</u></a>  In-home supportive services: natural disaster.	SENATE ENROLLED 8/24/2018 - Enrolled and presented to the Governor at 4 p.m.	(1) Existing law establishes the In-Home Supportive Services (IHSS) program, administered by the State Department of Social Services and counties, under which qualified aged, blind, and disabled persons are provided with supportive services, as defined, in order to permit them to remain in their own homes. The California Emergency Services Act authorizes the Governor to declare a state of emergency under specified conditions and requires a county, including a city and county, to update its emergency plan to address, among other things, how the access and functional needs population, as defined, is served by emergency communications, evacuation, and sheltering. This bill would require a county to use a void and reissue warrant process for any provider who lost or had damaged an uncashed warrant because of a natural disaster resulting in a state of emergency. The bill would require a county, including a city and county, at the next update to its emergency plan, to integrate and require the assessment and provision of supportive services to IHSS recipients. This bill contains other related provisions and other existing laws. <b>Last Amended on 6/19/2018</b>
<a href="#"><u>SB 1076</u></a> <a href="#"><u>Hertzberg D</u></a>  Emergency preparedness: electrical utilities: electromagnetic pulse attacks and geomagnetic storm events.	SENATE ENROLLED 8/30/2018 - Enrolled and presented to the Governor at 5 p.m.	The California Emergency Services Act creates within the office of the Governor the Office of Emergency Services, which is responsible for the state's emergency and disaster response services, as specified. Existing federal law requires a state mitigation plan as a condition for disaster assistance and authorizes the Federal Emergency Management Agency to condition mitigation grant assistance upon state, local, and Indian tribal governments undertaking coordinated disaster mitigation planning and implementation measures. This bill would require the office to include an evaluation of risks from an electromagnetic pulse attack, a geomagnetic storm event, and from other potential causes of a long-term electrical outage in the next update of the State Hazard Mitigation Plan undertaken to comply with the federal requirements. As necessary, based on that analysis, the bill would require the plan to identify cost-effective and feasible measures to lessen risks from those hazards, including hardening the critical infrastructure of electrical utilities. <b>Last Amended on 8/16/2018</b>



<p><a href="#"><u>SB 1079</u></a> <a href="#"><u>Monning D</u></a></p> <p>Forest resources: fire prevention grants: advance payments.</p>	<p>SENATE ENROLLED 8/28/2018 - Enrolled and presented to the Governor at 3:30 p.m.</p>	<p>Existing law authorizes the Director of Forestry and Fire Protection to provide grants to entities, including, but not limited to, private or nongovernmental entities, Native American tribes, or local, state, and federal public agencies, for the implementation and administration of projects and programs to improve forest health and reduce greenhouse gas emissions. The Budget Act of 2017 appropriated moneys to the Department of Forestry and Fire Protection for purposes of, among other things, providing local assistance grants, grants to fire safe councils, and grants to qualified nonprofit organizations with a demonstrated ability to satisfactorily plan, implement, and complete a fire prevention project for these same purposes, as provided. This bill would, until January 1, 2024, authorize the director to authorize advance payments to a nonprofit organization, a local agency, a special district, a private forest landowner, or a Native American tribe from the grant awards specified above. The bill would prohibit a single advance payment from exceeding 25% of the total grant award. The bill would place specified requirements on the grantee of the advance payment, including that the grantee file an accountability report with the department, as provided. The bill would require the department to provide a report to the Legislature on or before January 1, 2023, on the outcome of the department's use of the advance payments. This bill contains other related provisions. <b>Last Amended on 8/13/2018</b></p>
<p><a href="#"><u>SB 1181</u></a> <a href="#"><u>Hueso D</u></a></p> <p>Emergency services: certified community conservation corps.</p>	<p>SENATE ENROLLMENT 8/30/2018 - Read third time. Passed. Ordered to the Senate. In Senate. Ordered to engrossing and enrolling.</p>	<p>Existing law, the California Emergency Services Act, grants the Governor certain powers to be exercised in accordance with the State Emergency Plan and programs for the mitigation of the effects of an emergency. Existing law creates the Office of Emergency Services within the Governor's office and commits to the office the responsibility for the state's response services for natural, technological, or manmade disasters and emergencies. This bill would authorize the Office of Emergency Services to enter into an agreement directly with one or more certified community conservation corps, as defined, to perform emergency or disaster response services as the office deems appropriate.</p>
<p><a href="#"><u>SB 1205</u></a> <a href="#"><u>Hill D</u></a></p> <p>Fire protection services: inspections: compliance reporting.</p>	<p>SENATE ENROLLMENT 8/31/2018 - Ordered to special consent calendar. Assembly amendments concurred in. (Ayes 39. Noes 0.) Ordered to engrossing and enrolling.</p>	<p>Existing law requires the chief of any city or county fire department or district providing fire protection services and his or her authorized representatives to inspect every building used as a public or private school within his or her jurisdiction, for the purpose of enforcing specified building standards, not less than once each year, as provided. Existing law requires every city or county fire department or district providing fire protection services that is required to enforce specified building standards to annually inspect certain structures, including hotels, motels, lodging houses, and apartment houses, for compliance with building standards, as provided. This bill would require every city or county fire department, city and county fire department, or district required to perform the above-described inspections to report annually to its administering authority, as defined, on the department's, or district's, compliance with the above-described inspection requirements, as provided. The bill would require the administering authority to acknowledge receipt of the report in a resolution or a similar formal document. To the extent this bill would expand the responsibility of a local agency, the bill would create a state-mandated local program. This bill contains other related provisions and other existing laws. <b>Last Amended on 6/20/2018</b></p>
<p><a href="#"><u>SB 1260</u></a> <a href="#"><u>Jackson D</u></a></p> <p>Fire prevention and protection: prescribed burns.</p>	<p>SENATE ENROLLMENT 8/31/2018 - Read third time. Passed. Ordered to the Senate. In Senate. Concurrence in Assembly amendments pending. Assembly amendments concurred in. (Ayes 39. Noes 0.) Ordered to engrossing and enrolling.</p>	<p>(1) Existing law requires a local agency to designate, by ordinance, very high fire hazard severity zones in its jurisdiction within 120 days of receiving recommendations from the Director of Forestry and Fire Protection and exempts a local agency, as defined, from that requirement if ordinances of the local agency, adopted on or before December 31, 1992, impose standards that are equivalent to, or more restrictive than, specified state standards. Existing law authorizes a local agency, at its discretion, to exclude from specified requirements governing fire risk reduction an area identified as a very high fire hazard severity zone by the director within the jurisdiction of the local agency, following a specified finding supported by substantial evidence that those requirements are not necessary for effective fire protection within the area. This bill would eliminate the above-described exemption and exclusion and would require the local agency to transmit a copy of the adopted ordinance to the State Board of Forestry and Fire Protection within 30 days of adoption. By imposing a new duty on a local agency, the bill would impose a state-mandated local program. This bill contains other related provisions and other existing laws. <b>Last Amended on 8/24/2018</b></p>

<p><a href="#"><u>SB 1263</u></a> <a href="#"><u>Portantino</u></a> <b>D</b></p> <p>Ocean Protection Council: Statewide Microplastics Strategy.</p>	<p>SENATE ENROLLMENT 8/28/2018 - In Senate. Concurrence in Assembly amendments pending. Assembly amendments concurred in. (Ayes 39. Noes 0.) Ordered to engrossing and enrolling.</p>	<p>The California Ocean Protection Act establishes the Ocean Protection Council in state government and prescribes the functions and duties of the council with regard to the protection and conservation of coastal waters and ocean ecosystems. This bill would require the council, to the extent funds are available from bonds or other sources, to adopt and implement a Statewide Microplastics Strategy, related to microplastic materials that pose an emerging concern for ocean health, that includes specified components, as provided. The bill would authorize the council, in collaboration with the State Water Resources Control Board, the Office of Environmental Health Hazard Assessment, and other interested entities, to enter into one or more contracts with marine research institutes in the state for the provision of research services that would contribute directly to the development of the Statewide Microplastics Strategy. The bill would require the council, subject to the availability of funding, to submit the Statewide Microplastics Strategy to the Legislature on or before December 31, 2021, and to report to the Legislature on the implementation and findings of the Statewide Microplastics Strategy, and on recommendations for policy changes or additional research, on or before December 31, 2025. <b>Last Amended on 6/28/2018</b></p>
<p><a href="#"><u>SB 1305</u></a> <a href="#"><u>Glazer</u></a> <b>D</b></p> <p>Emergency medical services providers: dogs and cats.</p>	<p>SENATE ENROLLMENT 8/31/2018 - Ordered to special consent calendar. Assembly amendments concurred in. (Ayes 39. Noes 0.) Ordered to engrossing and enrolling.</p>	<p>Existing law, the Emergency Medical Services System and the Prehospital Emergency Medical Care Personnel Act (the act), establishes the Emergency Medical Services Authority to coordinate and integrate all state activities concerning emergency medical services, including, among other duties, establishing training standards for specified emergency services personnel. The act provides a qualified immunity for public entities and emergency rescue personnel providing emergency services. The act provides other exemptions from liability for specified professionals rendering emergency medical services. This bill would authorize an emergency responder, as defined, to provide basic first aid to dogs and cats, as defined, to the extent that the provision of that care is not prohibited by the responder's employer. The bill would limit civil liability for specified individuals who provide care to a pet or other domesticated animal during an emergency by applying existing provisions of state law. The definition of "basic first aid to dogs and cats" for purposes of these provisions would specifically include, among other acts, administering oxygen and bandaging for the purpose of stopping bleeding. This bill contains other existing laws. <b>Last Amended on 8/23/2018</b></p>
<p><a href="#"><u>SB 1339</u></a> <a href="#"><u>Stern</u></a> <b>D</b></p> <p>Electricity: microgrids: tariffs.</p>	<p>SENATE ENROLLMENT 8/31/2018 - Read third time. Passed. Ordered to the Senate. In Senate. Concurrence in Assembly amendments pending. Assembly amendments concurred in. (Ayes 29. Noes 9.) Ordered to engrossing and enrolling.</p>	<p>(1) Under existing law, the Public Utilities Commission (PUC) has regulatory authority over public utilities, including electrical corporations, while local publicly owned electric utilities, as defined, are under the direction of their governing boards. Existing law authorizes the commission to fix the rates and charges for every public utility and requires that those rates and charges be just and reasonable. This bill would require the PUC, in consultation with the State Energy Resources Conservation and Development Commission and the Independent System Operator, to take specified actions by December 1, 2020, to facilitate the commercialization of microgrids for distribution customers of large electrical corporations. The bill would require the governing board of a local publicly owned electric utility to develop and make available a standardized process for the interconnection of a customer-supported microgrid, including separate electrical rates and tariffs, as necessary. This bill contains other related provisions and other existing laws. <b>Last Amended on 8/28/2018</b></p>
<p><a href="#"><u>SB 1415</u></a> <a href="#"><u>McGuire</u></a> <b>D</b></p> <p>Housing.</p>	<p>SENATE ENROLLMENT 8/29/2018 - Assembly amendments concurred in. (Ayes 39. Noes 0.) Ordered to engrossing and enrolling.</p>	<p>(1) Existing law requires the State Fire Marshal, the chief of any city, county, or city and county fire department or district providing fire protection services, or a Designated Campus Fire Marshal, and their authorized representatives, to enforce in their respective areas building standards relating to fire and panic safety adopted by the State Fire Marshal and published in the California Building Standards Code, and other regulations that have been formally adopted by the State Fire Marshal for the prevention of fire or for the protection of life and property against fire or panic. Existing law also authorizes a city, county, or city and county fire department or fire protection district to adopt more stringent or restrictive regulations. This bill would, until January 1, 2029, require each entity responsible for enforcing building standards and other regulations of the State Fire Marshal, as specified, to inspect, every 5 years, all privately owned structures within the entity's responsibility that are in the Storage Group S occupancy classifications, as described, for compliance with those standards and regulations, or, if applicable, more stringent or restrictive local regulations, unless the structure meets any of 4 specified criteria. The bill would</p>

		authorize an entity that inspects a structure pursuant to these provisions to charge and collect a fee from the owner of the structure to recover the costs of the inspection or related fire and life safety activities, including reporting to the State Fire Marshal as described below. This bill contains other related provisions and other existing laws. <b>Last Amended on 8/24/2018</b>
<a href="#"><u>SB 1416</u></a> <a href="#"><u>McGuire D</u></a>  Local government: nuisance abatement.	SENATE ENROLLMENT 8/29/2018 - Assembly amendments concurred in. (Ayes 39. Noes 0.) Ordered to engrossing and enrolling.	Existing law authorizes the legislative body of a city or county to establish a procedure to use a nuisance abatement lien or a special assessment to collect abatement costs and related administrative costs. This bill would authorize, until January 1, 2024, the legislative body of a city or county to also collect fines for specified violations related to the nuisance abatement using a nuisance abatement lien or a special assessment. The bill would require any fines or penalties related to nuisance abatement that are recovered pursuant to these provisions to be used for specified purposes relating to supporting local enforcement of state and local building and fire code standards. The bill would require the city or county to create a process for granting a hardship waiver, to reduce the amount of the fine, upon a specified showing by the responsible person. The bill would also require the enforcing entity to provide a reasonable amount of time, as specified, to a person responsible for a continuing violation to correct or remedy the violation prior to the imposition of penalties, except where the violation creates an immediate danger to health or safety. <b>Last Amended on 8/24/2018</b>
<a href="#"><u>SB 1453</u></a> <a href="#"><u>McGuire D</u></a>  Statutes of limitations.	SENATE ENROLLED 8/28/2018 - Enrolled and presented to the Governor at 3:30 p.m.	Existing law provides that civil actions can only be commenced within prescribed periods, based on the nature of the action. Existing law prescribes a limitations period of one year for, among other things, an action upon a statute for a forfeiture or penalty to the people of the state. Under existing law, this one-year period is applicable to an action to petition a court to impose a civil penalty for an intentional, knowing, or negligent violation of the Z'berg-Nejedly Forest Practice Act of 1973 (FPA) or any rules or regulations of the State Board of Forestry and Fire Protection. This bill would instead provide that such an action is subject to a 3-year limitations period, if the action is for a violation of specified provisions of the FPA or a specified regulation of the board and is related to the conversion of timberland to nonforestry-related agricultural uses. The bill would provide that the limitations period for this cause of action does not begin until discovery by the Department of Forestry and Fire Protection. <b>Last Amended on 7/5/2018</b>
<a href="#"><u>SB 1477</u></a> <a href="#"><u>Stern D</u></a>  Low-emissions buildings and sources of heat energy.	SENATE ENROLLMENT 8/30/2018 - Assembly amendments concurred in. (Ayes 26. Noes 13.) Ordered to engrossing and enrolling.	The California Global Warming Solutions Act of 2006 designates the State Air Resources Board as the state agency charged with monitoring and regulating sources of emissions of greenhouse gases. The act authorizes the state board to include the use of market-based compliance mechanisms in regulating those emissions. The implementing regulations adopted by the state board provide for the direct allocation of greenhouse gas allowances to electrical corporations and gas corporations pursuant to a market-based compliance mechanism. This bill would require the commission to develop and supervise the administration of the Technology and Equipment for Clean Heating (TECH) Initiative, a statewide market development initiative, to require gas corporations to advance the state's market for low-emission space and water heating equipment for new and existing residential buildings. The bill would require the commission, as a part of the initiative, to identify and target key low-emission space and water heating equipment technologies that are in an early stage of market development and that would assist the state in achieving its greenhouse gas emissions reduction goals. The bill would require the commission to develop guidelines and evaluation metrics, implement outreach strategies for hard-to-reach customers, and provide for job training and employment opportunities, in supervising the administration of the TECH Initiative. This bill contains other related provisions and other existing laws. <b>Last Amended on 8/6/2018</b>

**Sonoma County Recovery and Resiliency Plan Update  
September 11, 2018**

<b>Recovery &amp; Resiliency Activity Update (not a comprehensive list)</b>		<b>Housing</b>	<b>Community Preparedness</b>	<b>Natural Resources</b>	<b>Economic Recovery</b>	<b>Safety Net</b>
	Significant Completed Activities					
1	Housed close to 70 at-risk residents out of emergency shelters in one week	X				
2	Installed 43 miles of wattles in burn areas to prevent erosion			X		
3	Cleared 3,789 lots of fire debris under government program	X			X	
4	Protected hundreds of mile of streams and creeks from toxic runoff			X		
5	Conducted over 100 recovery related community meetings to support fire survivors	X	X			X
6	\$3.25M emergency state grant received for dislocated workers				X	
7	2,400 subscribers to Sonoma County Recovers email newsletter	X	X	X	X	X
8	Rain warning postcards sent to 4,000 property owners in burn areas		X			
9	Flood Prevention Map and warning system created by Watershed Task Force		X	X		
10	10,700 burned trees identified that pose risks to county roads		X	X		
11	Resiliency Permit Center opened: 2700+ visitors/2000+ calls to date	X			X	
12	Rain/stream gauge network installed in burn areas with public website		X	X		
13	Created #GoSoCo campaign				X	
14	Established SBA Business Recovery Center				X	
15	40 financial institutions convened by Federal Reserve Bank of San Francisco to plan for capital needs	X				
16	Requested and Received disaster waivers from HUD	X				
17	Closed homeless encampment at Roseland Village and offered housing/services to all occupants to make way for new housing construction	X				
18	Committed \$4.5 million for construction of new affordable housing properties	X				
19	Secured \$250,000 from a NGO grant to build capacity of CDC as the County's lead housing agency	X				
20	Established a Streamlining Tools to Ease Permitting (STEP) taskforce with industry	X			X	
21	Job Link assisted 4,700 with disaster unemployment insurance					X
22	Urgency housing ordinances passed enabling use of RVs, rental of guest houses	X				
23	Housing Taskforce worked with FEMA to provide 120 spaces at fairgrounds	X				
24	Permit Sonoma held meetings to streamline private bridge repair and reconstruction	X				
25	Created Sonoma County Recovers – a one-stop online resource for the community	X	X	X	X	X
26	Supported block captain meetings and ongoing efforts	X	X	X	X	X
27	8 free residential landscape templates created for fire rebuild	X		X		
28	County staff trained in new Integrated Public Alert Warning System		X			

**Sonoma County Recovery and Resiliency Plan Update  
September 11, 2018**

<b>Recovery &amp; Resiliency Activity Update (not a comprehensive list)</b>		<b>Housing</b>	<b>Community Preparedness</b>	<b>Natural Resources</b>	<b>Economic Recovery</b>	<b>Safety Net</b>
29	Created 90 character limit Wireless Emergency Alert message templates		X			
30	Created and recorded evacuation messages using SoCoAlert templates		X			
31	Completed After Action Report on October wildfires		X			
32	Increased size, adjust the minimum lot size, and reduce fees for certain Accessory Dwelling Units (ADU) to make delivery of affordable housing in both residential and rural areas more attractive	X				
33	Deferred collection of certain Impact Fees until after building permits have been issued to allow lower carrying costs for the project and to create the option for these fees to be rolled into permanent financing for the project	X				
34	Allowed staff approval of innovative proposals through the Alternative Equivalent Proposals process when they meet established criteria	X				
35	Modified the Single Room Occupancy (SRO) facilities provisions to allow small SROs by right and remove the size cap for larger SROs by use permit	X				
	<b>Significant Activities In Progress</b>					
36	Legislative advocacy on regional, state and federal level	X	X	X	X	X
37	Fire Camera pilot project at Lake Sonoma		X	X		
38	Collaborating with Spanish speaking community advocates	X	X		X	X
39	Organization of housing project pipelines from all 10 jurisdictions, in partnership with SCTA	X				
40	Exploring housing opportunities on County-owned properties	X			X	
41	Leveraging Sonoma County Youth Ecology Corps model to support recovery efforts				X	
42	Identify incentive programs to harden private residential infrastructure	X	X		X	
43	Free energy rebuilding consultations offered by Energy and Sustainability	X			X	
44	\$17,500 in rebuilding incentives through Sonoma Clean Power	X				
45	21,000-plus reached by California HOPE counseling program					X
46	Free chipping offered by Fire & Emergency Services		X	X		
47	Removal of thousands of burned trees along county roads that pose risk to safety		X	X		
48	Over Excavation Program with CalOES: 515 burned lots to be assessed	X			X	
49	New Countywide Grant Steering Committee reviewing external funding opportunities	X	X	X	X	X
50	Assessing Mark West Creek and other burn streams			X		
51	Property Assessed Clean Energy financing now available for fire recovery housing	X			X	
52	Renewal Enterprise District planning involving Sonoma Clean Power, Sonoma County Transportation Authority, City of Santa Rosa, MTC/ABAG, and various state agencies.	X			X	

**Sonoma County Recovery and Resiliency Plan Update  
September 11, 2018**

<b>Recovery &amp; Resiliency Activity Update (not a comprehensive list)</b>		<b>Housing</b>	<b>Community Preparedness</b>	<b>Natural Resources</b>	<b>Economic Recovery</b>	<b>Safety Net</b>
53	Formation of a Building Resilient Inclusive Communities (BRIC) loan pool for affordable housing	X				
54	Collection and analysis of data in coordination with Bay Area Council and California Forward	X				
55	Planning for receipt of federal disaster funds, especially CDBG-DR	X			X	
56	District Attorney has reviewed 250+ price-gouging complaints					X
57	Assist landowners with removal of burned and damaged vegetation			X		X
58	Utilizing California Employment Development Department funding for workforce	X			X	
59	Various studies in burn areas to determine factors controlling burn severity		X	X		
60	Conduct and report water quality monitoring in and downstream of burn areas			X		
61	Engage cities countywide to help solve the housing shortage at every level	X			X	
62	Engage local agencies and non-profits as partners to help them lead private advocacy and financing efforts	X			X	
63	Engage business leaders on how they can help solve the job/housing gap	X			X	
64	Facilitate rebuilding units with clean energy programs through Sonoma Clean Power grant program	X			X	
65	Facilitate climate positive construction techniques for rebuilding homes through consultation and project planning assistance from the Energy and Sustainability Division of General Services	X				
66	Work with innovators to pilot use of modular or other alternative construction techniques	X				
67	Encourage efforts to increase work force training related to the building and construction trades at the high school level through the Career Technical Education Foundation, the Sonoma County Office of Education, the North Bay Construction Corps, and similar programs	X				
68	Support and coordinate with long-term recovery agency, Rebuild Our Community Sonoma County (ROC SC) for long-term unmet needs	X				
69	Develop employer partnerships (Higher Education, Health Systems, Major Employers) through RED and EDB	X				
70	Identify appropriate funding sources to address insurance gaps	X			X	
	<b>Potential Future Activities</b>					
71	Support programmatic EIR for Vegetation Management Program			X		

**Sonoma County Recovery and Resiliency Plan Update  
September 11, 2018**

<b>Recovery &amp; Resiliency Activity Update (not a comprehensive list)</b>		<b>Housing</b>	<b>Community Preparedness</b>	<b>Natural Resources</b>	<b>Economic Recovery</b>	<b>Safety Net</b>
72	Explore woody biomass discussions with Sonoma Clean Power			X	X	
73	Advocate for state Healthy Forests funding for stewardship and governance		X	X		
74	Install Regional Fire Cameras		X			
75	Housing Recovery ballot measure	X			X	
76	Formation and operationalizing of RED JPA	X				
77	Adjust land use regulations to reduce cycle time, create greater certainty of approval	X				
78	Update planning studies to support regional housing needs, including near SMART	X				
79	Collaborate with partners to support workforce housing solutions	X			X	
80	Develop and implement new mechanisms to expedite housing approvals and financing	X				
81	Build sustainable career pathways, especially in the area of construction				X	X
82	Conduct a Board of Supervisors Safety Net Services Recovery Workshop in August					X
83	Wire Emergency Alert system test in September		X			
84	Storm patrol preparedness and winter monitoring		X	X		X
85	Assess and rehabilitate dozer scars and plan for future access		X	X		
86	Create a Sonoma County Cooperative Education Program	X			X	
87	Updated fire safety plans for Regional Parks and Preserves		X	X	X	
88	Roadside fuels assessment and treatment in northwest Sonoma County		X	X		
89	Develop scorecard report on new housing units built in the unincorporated County					
90	Planning outreach and fuels treatments in Lake Sonoma Watershed		X	X		
91	Advocate for solutions to private disabled/destroyed utilities in a disaster		X			X
92	Facilitate hardened construction techniques for rebuilding homes through consultation and project planning assistance from the County Fire Marshal's prevention office		X			
93	Facilitate opportunities for new construction worker housing through use of RV sites	X			X	
94	Explore public-private partnerships for ride sharing programs to create affordable transportation solutions				X	X
95	Explore opportunities to leverage SMART and expand, adjust, and discount bus routes, especially for displaced residents				X	X



## 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:** Sonoma County Board of Supervisors

**Board Agenda Date:** September 11, 2018

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

William F. Rousseau, 707-565-1876

**Supervisory District(s):**

All

**Title:** Consolidation of November 6, 2018, Consolidation General Election

### **Recommended Actions:**

Adopt the resolution authorizing consolidation of all jurisdictions that have submitted a request for consolidation, as required by Elections Code §10400, and have measures to be placed before the voters or sufficient nominees to require elections to be held on November 6, 2018.

### **Executive Summary:**

The regularly scheduled General Election is set to be held on November 6, 2018. 85 local agencies/multiple jurisdictions have called an election in their jurisdictions for the same date and have requested consolidation as authorized by state law. Election Code §10400 provides that when two or more elections for local jurisdictions are called on the same day, they may be consolidated upon the order of the governing body.

### **Discussion:**

Costs of the elections are shared between the entities involved pursuant to Elections Code §10416. The full costs of conducting these elections will be billed to the involved jurisdictions following the election.

Copies of resolutions received in the Registrar of Voters Office from local agencies/jurisdictions/districts requesting consolidation with the November 6, 2018, General Election are on file with the Clerk of the Board

As of August 10, 2018, the consolidation deadline, the following jurisdictions/districts/cities have requested consolidation to place measures or offices on the November 6, 2018, election ballot.

**School Districts:** Sonoma County Board of Education Areas 2 and 4, Sonoma County Junior College-Areas Analy, Petaluma, Sonoma, and Santa Rosa, Calistoga Joint Unified, Cloverdale Unified, Cotati-Rohnert Park Unified, Geyserville Unified, Healdsburg Unified, Shoreline Unified Areas 1 and 2, Sonoma Valley Unified Areas El Verano and Flowery, Windsor Unified, City of Santa Rosa High Trustee Areas 2, 4, and 6,



West Sonoma County Union,, Alexander Valley Union, Bellevue Union, Bennett Valley Union, Cinnabar, Dunham, Forestville Union, Fort Ross, Gravenstein Union, Guerneville, Harmony Union, Horicon, Kashia, Kenwood, Liberty, Mark West Union, Monte Rio Union, Montgomery, Oak Grove Union, Old Adobe Union, Petaluma Joint Union High, Point Arena Joint Union High, Piner-Olivet Union, Rincon Valley Union, Roseland, Sebastopol, Twin Hills Union, Two Rock Union, Waugh, West Side Union, Wilmar Union, Wright

**Cities:** Santa Rosa, Cloverdale Council, Cloverdale Treasurer, Cotati, Healdsburg, Petaluma Council, Petaluma Mayor, Rohnert Park, Sebastopol, Sonoma, Town of Windsor

**Life Support District:** Coast Life Support

**Fire Protection Districts:** Cloverdale, Forestville, Geyserville, Gold Ridge, Graton, Kenwood, Monte Rio, North Sonoma Coast, Rancho Adobe, Rincon Valley, Russian River, Timber Cove, Valley of the Moon, Windsor

**Health Care Districts:** Cloverdale, North Sonoma County Hospital, Palm Drive, Petaluma, Sonoma Valley

**Water Districts:** Sweet Water Springs, Valley of the Moon

**Prior Board Actions:**

April 17, 2018, Authorized consolidation of the June 5, 2018 Consolidated Primary Election.

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

By conducting elections for local jurisdictions we provide a civic service that also enables and encourages voter participation.

<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 17-18 Adopted</b>	<b>FY 18-19 Projected</b>	<b>FY 19-20 Projected</b>
Budgeted Expenses			
Additional Appropriation Requested			
<b>Total Expenditures</b>			
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>			
<b>Narrative Explanation of Fiscal Impacts:</b>			
Costs of the consolidated elections are shared among all entities involved. Each jurisdiction requesting consolidation with the November 6, 2018, General Election will pay a pro-rata share of the costs associated with conducting the election.			
<b>Staffing Impacts</b>			
<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A – I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
Resolution.			
<b>Related Items “On File” with the Clerk of the Board:</b>			
Copies of resolutions from local agencies/jurisdictions/districts.			



County of Sonoma  
State of California

Date: September 11, 2018

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

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,  
Authorizing Consolidation of any Local Election Which May Be Held on Tuesday, November 6,  
2018, in the Same Territory or in Territory That Is in Part the Same, With the General Election.**

**Whereas**, Tuesday, November 6, 2018, is an established election date; and

**Whereas**, Elections Code §10400 provides that when two or more elections for local jurisdictions are called to be held on the same day, they may be consolidated upon the order of the governing body or bodies calling the elections; and

**Whereas**, the County of Sonoma has received requests from multiple jurisdictions to consolidate their local elections with the Consolidated Elections being conducted on November 6, 2018.

**Now, Therefore, Be It Resolved** that the Board of Supervisors does hereby authorize the consolidation of any election which may be held on Tuesday, November 6, 2018, with the General Election, provided that the local jurisdiction calling the election pay its pro-rata share of the costs incurred throughout the conduct of said elections.

**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: 25**  
(This Section for use by Clerk of the Board Only.)

**To:** The Board of Supervisors of Sonoma Count

**Board Agenda Date:** September 11, 2018

**Vote Requirement:** Majority

**Department or Agency Name(s):** Office of the District Attorney

**Staff Name and Phone Number:**

Renate Amantite, ASO II, 565-3150

**Supervisorial District(s):**

**Title:** Alcohol and Drug Impaired Vertical Prosecution Program Renewal

### **Recommended Actions:**

Adopt a resolution authorizing the District Attorney to sign a contract with the State of California, Office of Traffic Safety to continue a specialized Driving Under the Influence Vertical Prosecution program and accept \$234,032 in grant funding for the term October 1, 2018 to September 30, 2019. The objective of this grant is to reduce the incident and injuries of alcohol-involved and drug-involved collisions, injuries and deaths

### **Executive Summary:**

Board approval and authorization is requested to allow the District Attorney to sign a contract to continue participation in the Alcohol and Drug Impaired Driver Vertical Prosecution Program funded by the State of California, Office of Traffic Safety, for \$234,032 for the 2018/19 Federal Fiscal Year.

### **Discussion:**

#### **State of California Office of Traffic Safety: DUI Vertical Prosecution**

The Office of Traffic Safety awarded Sonoma County District Attorney's Office a one-year renewal of the Driving Under the Influence Vertical Prosecution grant for \$234,032 for the term October 1, 2018 to September 30, 2019. This year's funding is \$119,505 less than last year, a 34% reduction.

The objective of this grant is to reduce the incident and injuries of alcohol-involved and drug-involved collisions, injuries and deaths. The District Attorney's Office has participated in the State's Driving Under the Influence Vertical Prosecution Program for the past seven years, and the program's grant funding helped create and sustain the Sonoma District Attorney Driving Under the Influence Vertical Prosecution program for the prosecution of serious driving under the influence cases. Driving under the influence is one of Sonoma County's most serious problems and these cases represent a significant workload in the Sonoma County—almost 10% of all the cases received annually by the Sonoma County District Attorney's Office. This past year the Driving Under the Influence Vertical Prosecution team reviewed 1,800 cases, filed 1,727 and convicted more than 1,300 defendants. A couple of highlights of

prosecutorial successes include the decrease in the number of alcohol/drug related reckless driving (“wet-reckless”) convictions, which are usually a reduction in a pleading to a lesser level charge. This is a critical outcome for program success for the Office of Traffic Safety. In Fiscal Year 2015/16 we had 100 convictions for alcohol/drug related reckless driving compared to only 31 of these convictions this past fiscal year. Another success is a reduction in cases that we are rejected due to a lack of evidence. We attribute this improvement to outreach and training efforts of the team to the local law enforcement agencies.

The vertical prosecution method of handling cases is resource intensive and allows a prosecutor to handle each case throughout each step of the criminal process. Being involved in the full continuum of each case improves prosecutorial efforts and outcomes. The Sonoma Vertical Driving Under the Influence attorneys also collaborate with local law enforcement to provide community education and outreach in an effort to reduce the incidents of driving under the influence. These attorneys attend training each year and help provide training to local law enforcement on the detection and investigation of suspected Driving Under the Influence offenders. They participate in local law enforcement Driving Under the Influence checkpoints and share information with peers and law enforcement personnel throughout the county and across the state allowing them to build their knowledge base and educate other jurisdictions. With specialized prosecutors and better-trained law enforcement, all Driving Under the Influence offenders are held fully accountable for their conduct, and all Sonoma County residents enjoy a safer community.

The funds from this grant have covered the salary and benefits of one of one of our full-time Deputy District Attorneys in this specialized unit and a portion of the salary and benefits of the second Deputy District Attorney. This fiscal year the grant will cover half of the cost for the second attorney with allocated general funding covering the other half of the position.

**Prior Board Actions:**

The Board of Supervisors has approved the Office of Traffic Safety Driving Under the Influence Vertical Prosecution grants annually since FY 2012/13.

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

By focusing on specific areas of crimes related to driving under the influence, such as gross vehicular manslaughter and hit and run collisions, the Vertical Prosecution team is able to more effectively seek justice for victims in the community. The District Attorney’s Office seeks to accept an additional year of funds from the Office of Traffic Safety as a means to prevent impaired driving and reduce alcohol and drug-involved traffic fatalities and injuries in Sonoma County and beyond.

<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 18-19 Adopted</b>	<b>FY 19-20 Projected</b>	<b>FY 20-21 Projected</b>
Budgeted Expenses	\$353,537	\$357,072	\$360,643
Additional Appropriation Requested	\$0		
<b>Total Expenditures</b>	<b>\$353,537</b>	<b>\$353,537</b>	<b>\$360,643</b>
<b>Funding Sources</b>			
General Fund/WA GF	\$119,505	\$178,013	\$360,643
State/Federal	\$234,032	\$175,524	\$0
Fees/Other			
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>	<b>\$353,537</b>	<b>\$353,537</b>	<b>\$360,643</b>
<b>Narrative Explanation of Fiscal Impacts:</b>			
<p>This grant decreased by \$119,505 from Federal Fiscal Year 2017/18 to Federal Fiscal Year 2018/19. This is the result of a reduction in funding at both the Federal and State level. The future of this grant is uncertain. We anticipate either a further reduction or no funding next year. Allocated general funding will continue to be used this fiscal year to meet the salary and benefit shortfall for the portion of the second attorney this grant helps to fund.</p> <p>The District Attorney may request general funding in the near future in order to continue this high impact program, a program that demonstrates Sonoma County's continued commitment to holding the most severe under-the-influence offenders accountable for the risk they cause on our roadways and harm, including loss of life, they cause to our citizens.</p>			
<b>Staffing Impacts</b>			
<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A – I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
A. Resolution for Office of Traffic Safety (OTS) Alcohol and Drug Impaired Driver Vertical Prosecution Program grant			

B. Contract from the Office of Traffic Safety (OTS) Alcohol and Drug Impaired Driver Vertical Prosecution Program grant

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

None



County of Sonoma  
State of California

Date: September 11, 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 District Attorney to Sign an Agreement with the California Office of Traffic  
Safety, for Federal Fiscal Year 2018/19, in the Amount of \$243,032.**

**Whereas**, the Sonoma County District Attorney desires to continue a certain project designated as the District Attorney's Office Alcohol and Drug Impaired Driver Vertical Prosecution Program; and

**Whereas**, the Alcohol and Drug Impaired Driver Vertical Prosecution Program renewal is designated to be funded in part from a State grant award made available through the California Office of Traffic Safety; and

**Whereas**, the Office of Traffic Safety has allocated \$243,032 to the County of Sonoma for the term October 1, 2018, to September 30, 2019.

**Now, Therefore, Be It Resolved**, that the District Attorney of the County of Sonoma is authorized, on behalf of this body, to accept a grant for the State Alcohol and Drug Impaired Driver Vertical Prosecution Program from the Office of Traffic Safety and is authorized to execute on behalf of the Sonoma County Board of Supervisors the Grant Award Agreement including any extensions of modifications thereof.

**Be It Further Resolved** that grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

**Supervisors:**

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:


Absent:

Abstain:

**So Ordered.**



<b>1. GRANT TITLE</b> Alcohol and Drug Impaired Driver Vertical Prosecution Program	
<b>2. NAME OF AGENCY</b> Sonoma County District Attorney's Office	<b>3. Grant Period</b>
<b>4. AGENCY UNIT TO ADMINISTER GRANT</b> Sonoma County District Attorney's Office	From: 10/01/2018 To: 09/30/2019
<b>5. GRANT DESCRIPTION</b> The County District Attorney's Office (or City Attorney's Office) will assign a specialized team to prosecute alcohol and drug impaired driving cases. The DUI prosecution team will handle cases throughout each step of the criminal process. Prosecution team members will work to increase the capabilities of the team and the office by obtaining and delivering specialized training. Team members will share information with peers and law enforcement personnel throughout the county and across the state. The office will accomplish these objectives as a means to prevent impaired driving and reduce alcohol and drug-involved traffic fatalities and injuries.	
<b>6. Federal Funds Allocated Under This Agreement Shall Not Exceed:</b> <span style="float:right"><b>\$234,032.00</b></span>	
<b>7. TERMS AND CONDITIONS:</b> The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement: <ul style="list-style-type: none"> <li>• Schedule A – Problem Statement, Goals and Objectives and Method of Procedure</li> <li>• Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable)</li> <li>• Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable)</li> <li>• Exhibit A – Certifications and Assurances</li> <li>• Exhibit B* – OTS Grant Program Manual</li> </ul> <p>*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto.</p> <p>These documents can be viewed at the OTS home web page under Grants: <a href="http://www.ots.ca.gov">www.ots.ca.gov</a>.</p> <p>We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.</p> <p>IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.</p>	
<b>8. Approval Signatures</b>	
<b>A. AUTHORIZING OFFICIAL OF DEPARTMENT</b> NAME: _____ PHONE: _____ TITLE: _____ FAX: _____ ADDRESS: _____ EMAIL: _____  _____ <i>(Signature)</i> <i>(Date)</i>	<b>B. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY</b> NAME: Rhonda L. Craft                      PHONE: (916) 509-3030 TITLE: Director                      FAX: (916) 509-3055 ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758 EMAIL: rhonda.craft@ots.ca.gov  _____ <i>(Signature)</i> <i>(Date)</i>
<b>C. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY</b> NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758	<b>9. DUNS NUMBER</b> DUNS #: 627412885 REGISTERED ADDRESS: 600 Administration Drive, Room 212-J CITY: Santa Rosa                      ZIP+4: 95403-2876

<b>10. PROJECTED EXPENDITURES</b>						
<b>FUND</b>	<b>CFDA</b>	<b>ITEM/APPROPRIATION</b>	<b>F.Y.</b>	<b>CHAPTER</b>	<b>STATUTE</b>	<b>PROJECTED EXPENDITURES</b>
				<b>AGREEMENT TOTAL</b>		<b>\$234,032.00</b>
				AMOUNT ENCUMBERED BY THIS DOCUMENT		<b>\$234,032.00</b>
<i>I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.</i>				PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT		<b>\$ 0.00</b>
				TOTAL AMOUNT ENCUMBERED TO DATE		<b>\$234,032.00</b>
ACCOUNTING OFFICER'S SIGNATURE 			DATE SIGNED			

## 1. PROBLEM STATEMENT

A perfect storm is brewing in Sonoma County with the existing wine industry paired with the growing number of tourists on the roads in Sonoma County for the breweries and the trifecta of Sonoma County becoming the marijuana-friendly capital of California. Sonoma County not only attracts winery aficionados and brew enthusiasts, but increasingly with the passage of Proposition 64, has been an increasingly popular destination for marijuana users, growers, and dispensaries due to its close proximity to the Emerald Triangle. For example, Sonoma County hosts the annual *Emerald Cup*, an all-encompassing marijuana festival that brought together approximately 30,000 participants in 2017. Sonoma County has been nicknamed “Area 101”.

To add fuel to the perfect storm, Sonoma County has an extensive network of roads and highways. There are 4,811 road miles of city streets and county roads. In addition, the county has more than 250 miles of state roads, including Highways 1, 12, 37, 101, 116, 121, and 128. While most of the population is clustered around the incorporated cities and along Highway 101, a significant number of the population live scattered throughout the County. Many of these people live in areas zoned rural and commute into one of the cities or onto Highway 101.

Local industries are focused on entertainment without much plan to support the movement of people from location to location for wine tasting, pub crawls or cannabis parties. Sonoma County, a beautiful and expansive county (1,768 square miles), was once only known internationally for its bounty of grapes and resulting wines. Hundreds of wineries drove the economy for decades until recently when two new inebriation options made their mark on this community and the world. With the fast and often unplanned development of microbreweries, Sonoma County is now challenging other geographic areas known for their microbreweries, such as Portland and Boston, for supremacy. This boon has been supported locally as a way to diversify entertainment opportunities. As younger generations are pushing consumption higher, their approach is different than the generations before.

*“Millennials drink more wine than other generations did their age, but tend to select wines based on label design and price range and avoid higher priced wines. However, millennials are among the most avid consumers of craft beer. Total craft beer sales in the U.S. rose 10% in 2016 and now account for more than one-fifth of beer sales. In Sonoma County the number of craft breweries increased by a third in just three years.”*

INDUSTRY INSIDER WINE & CRAFT BEVERAGE Industry Report 2017

Sonoma County Economic Development Board

With brands making headlines worldwide such as fast-growing Lagunitas Brewery going from 100,000 barrels in one year to 600,000 barrels projected for 2018 and limited edition beers entering daily vernacular like Russian River Brewing Company’s Pliny the Elder and Pliny the Younger, it is not a surprise that the DUI numbers in Sonoma County have barely decreased even in the midst of a massive natural disaster in 2017.

In only four years, the County more than tripled its number of breweries from 13 total businesses to 44 with most offering onsite opportunities to imbibe. Not only is the County growing in brewery businesses but the sales are also growing.

According to the 2016 *Pliny the Younger Economic Impact Report* (Sonoma County Economic Development Board), the 2016 release of Pliny the Younger drew over 16,000 attendees to the Russian River Brewing Company. According to the survey results, 61 percent were tourists who traveled from outside Sonoma County, specifically to try the beer.

The unfortunate result of the panoply of inebriation methods comes the painful and community-destroying DUI collisions that not only devastate families and destroys lives but also put everyone at risk of tragedy each time someone travels Sonoma County roads.

Just last month one of the participants of the Emerald Cup in Santa Rosa, caused a head-on collision with serious injuries while driving home to on the freeway. The driver’s BAC was 0.13 and it took emergency personnel over 30 minutes to extricate the victim from his car. According to their website, The Emerald Cup is “Northern California’s premier destination for medicinal marijuana” and Rolling Stone called it “the Academy Awards of the cannabis industry.” The ending time for the last Emerald Cup coincided with a concert both scheduled to end at 12:30 a.m.

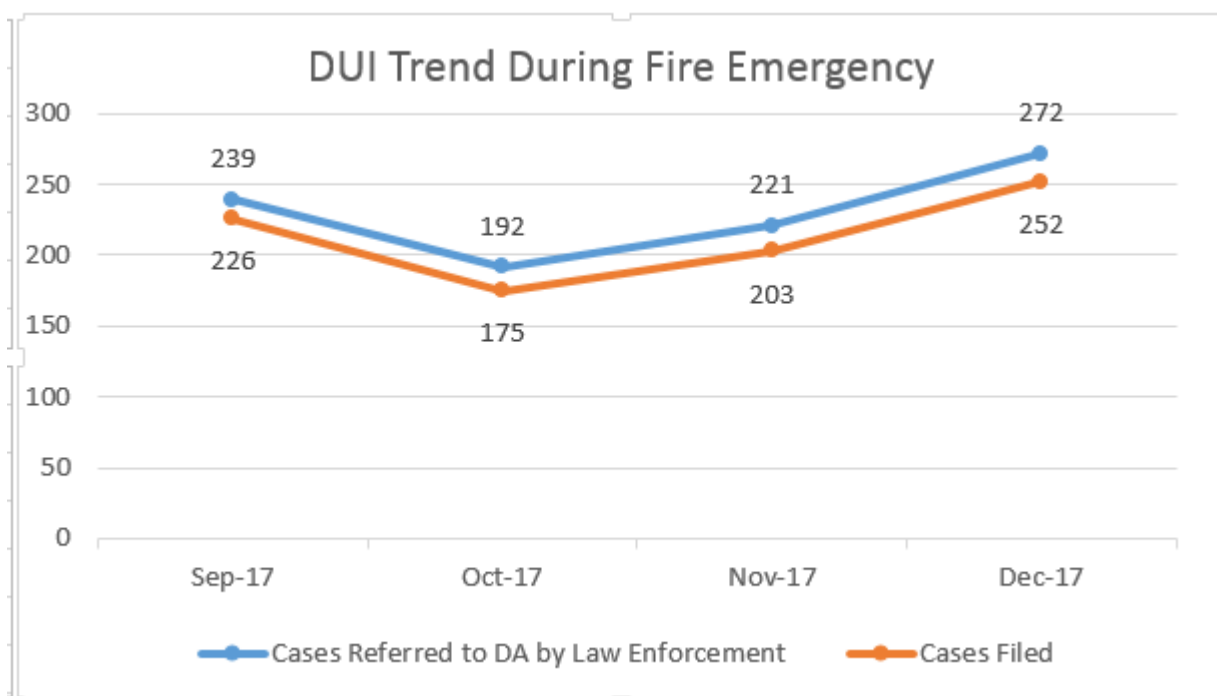
In early November 2017, a young college-aged student was returning to her apartment after visiting with her family when her car was obliterated head-on by a drunk driver in an oversized truck. The highly-intoxicated man who murdered her crossed a double-yellow line to pass a number of other unsuspecting and innocent cars on the road. The driver failed to make any evasive driving maneuvers before he sheared the side of the victim's car off leaving her dead and completely exposed.

Weeks later, this community suffered a second tragic and completely avoidable drunk driving fatality. This time a local mother and child were on their way to school following their normal routine when they were hit head-on by a drunk driver. The perpetrator of this violence disregarded all basic traffic safety rules as he ran a red light, crossed double yellow lines to illegally pass other innocent motorists, and sped down the road. This horrific driving pattern, combined with a high blood alcohol level, ended suddenly after striking the family vehicle on its way to school. The mother was killed on impact. The small child who had been secured correctly in her car seat, was transported to a local hospital. After a few days on life support, the child died having never reached school that day.

While the overall number of DUI cases referred by law enforcement in Sonoma County has decreased by seven percent over the last two years, there has been a significant increase in DUI homicides recently, doubling in late 2017. Even with education, the number of drug and combined influence of drug and alcohol cases referred for review and prosecution in Sonoma County has decreased only slightly. For example, in calendar year 2016, there were a total of 255 drug and combined influence cases reviewed. In contrast, in calendar year 2017, there was a total of 214 drug and combined influence cases reviewed in Sonoma County.

While the numbers infer a reduction, the most critical reason for any dip during the 2017 calendar year was the devastating Tubbs Wildfire that destroyed over 5,000 homes in Sonoma County. During the emergency that went on for several weeks in an emergent status, police activity was appropriately redirected to emergency service and a significant number of citizens in the County were either evacuated or were kept off the roads. Additionally, due to the devastation of the fires, Sonoma County tourism was similarly reduced and impacted, causing fewer motorists to be on our local roads.

According to the Los Angeles Times, "The fires were a catastrophe shared by Napa and Sonoma counties, but the greatest damage was done in Santa Rosa, Sonoma's biggest city. In all, county officials reported 24 deaths and 88,261 acres burned. Some 6,583 structures were destroyed, including 5,093 residential units. Santa Rosa lost more than 3,000 homes and many businesses, including the Hilton Sonoma Wine Country Hotel, the Fountaingrove Inn and its historic Round Barn building..." The loss of 374 hotel rooms in Santa Rosa could be felt immediately in the tourism industry. With the loss of thousands of homes, remaining local hotels were quickly booked into December. Even with a decrease in the number of potential DUI offenders, the numbers still hovered near the margin of error and tracked closely.



Note: Data presented in this report is unaudited and was queried using the Sonoma County Prosecutor by KARPEL Case Management System on the date provided. The system is dynamic with case data being modified ongoing. The data presented is only representative of its unique data query time. Point and Summary data may be different between different query instances.

We wish to alert you to unusual circumstances that have caused data abnormalities to our OTS Schedule C Data Sheets, Report DI 1507, for the last two quarters. In August the Sonoma County Court transitioned away from their 30 year-old case management system to a new case management system. All Sonoma County justice partners were utilizing one cohesive data hub and the court transition, which required court closure for two and a half days, was highly problematic to all Sonoma County Justice Partners, including Probation, the Public Defender’s office, the Sheriff’s Office and detention facility, and the District Attorney’s office. The transition resulted in a continuous backlog of cases. Then in October, to add to the hardship, the devastating Tubbs and Nuns fires struck and Sonoma County faced a state of emergency. The court closed for two weeks during and after the fires and when they reopened they had a significant reduction in court operating hours. During this time an additional 3,000 cases were unable to be processed in court. Each of these cases needed to be identified and manually added to special calendars. Another contributing factor from the temporary loss of jurisdiction over these cases is the large number of individuals who failed to appear for rescheduled Court dates. The catch up process will continue through the next six months and the resulting impact is a skewing of the case data reported for the fourth quarter of FFY 16-17 and first quarter of FFY 17-18. We anticipate our upcoming Schedule C data reports will capture the prosecutions and convictions of these delayed cases.

Sonoma County is a region of many roads and ready access to alcohol and controlled substances, such as marijuana. Our effort to combat this problem is via aggressive, sustainable and consistent prosecutorial efforts to hold offenders accountable, using our outreach education to focus on preventable activity and also media efforts to publicize high visibility convictions as a deterrent.

**2. PERFORMANCE MEASURES**

**A. Goals:**

1. Improve the prosecution knowledge and expertise of DUI Alcohol, DUI Drug and DUI Alcohol/Drug Combination cases.
2. Increase the number of DUI Alcohol, DUI Drug and DUI Alcohol/Drug Combination cases filed and prosecuted.

**B. Objectives:**

	<b>Target Number</b>
1. Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at <a href="mailto:pio@ots.ca.gov">pio@ots.ca.gov</a> , and copied to your OTS Coordinator, for approval 14 days prior to the issuance date of the release.	1
2. Create or expand a “Vertical Prosecution Program” with the City Attorney or District Attorney’s Office by November 30. The program will facilitate the prosecution of all DUI drug cases, all DUI alcohol and drug combination cases, and if applicable, all felony DUI alcohol cases with death or injury.	1
3. Designate prosecutor position(s) and investigator position(s) to the DUI caseload to prosecute DUI Alcohol and DUI Drug cases. The individual(s) will be dedicated solely to this assignment allowing them to gain expertise in the investigation and prosecution of DUI Alcohol and DUI Drug cases. While employed by the City Attorney’s or District Attorney’s Office, the individual(s) in the grant-funded DUI Vertical Prosecutor position(s) should remain the same throughout the term of the grant.	4
4. Develop and implement a system for gathering, tracking, and reporting all DUI case reviews, filings, and outcomes in the county/city by December 31, differentiating between: 1) DUI Alcohol-only; 2) DUI Drug-only; and 3) DUI Combination	1
5. Report on all DUI case reviews, filings and outcomes in the county or city throughout the grant, differentiating between: 1) DUI Alcohol-only; 2) DUI Drug-only; and 3) DUI Combination Alcohol and Drug cases.	1
6. Partner with the California Traffic Safety Resource Prosecutor Training Network to provide comprehensive training in the prosecution of DUI Alcohol and DUI Drug cases with an effort to reach prosecutors and investigators.	1
7. Send the funded prosecutor(s) to trainings/meetings sponsored by OTS and/or the California Traffic Safety Resource Prosecutor Training Network.	4
8. Coordinate and host four regional roundtable law enforcement meetings (one each quarter,	4

with telephone conference capabilities) to provide information on the DUI Vertical Prosecution Program, interact with law enforcement to identify means to improve DUI investigation and prosecution, and assess technical assistance needs for training on DUI investigation and court testimony. OTS staff, local law enforcement, CHP and probation staff should be included in the roundtable. Agenda and minutes should be produced and distributed. All four meetings for the year should be scheduled in the first quarter of the grant.	
9. Coordinate with local law enforcement agencies on the development of an on-call response protocol for the investigation of fatal and major injury DUI vehicle collisions, and to report on response activities	1
10. Participate in at least one DUI saturation ride-along and attend/observe at least one DUI checkpoint. Note: The funded vertical prosecutor(s) and investigator should participate within the first quarter of the grant. Saturation patrol ride-along and checkpoint observation may be combined into one evening.	2
11. Respond to at least one fatal DUI collision investigation scene. Note: The funded vertical prosecutor(s) and investigator(s) should achieve this objective within the first quarter of the grant.	1

### 3. METHOD OF PROCEDURE

#### A. Phase 1 – Program Preparation (1<sup>st</sup> Quarter of Grant Year)

- Recruit and hire all staff for the grant.
- Procure all materials necessary to implement the grant.
- Identify dates and schedule the four Roundtable Meetings (one each quarter with telephone conference capabilities). Notify the OTS coordinator of the dates. Meetings are meant to provide information on the DUI Vertical Prosecution Program, interact with law enforcement to identify means to improve DUI investigation and prosecution, and assess technical assistance needs for training on DUI investigation and court testimony. OTS staff, TSRP staff, local law enforcement, CHP and probation staff should be included in the roundtable. Agenda and minutes should be produced and distributed. All four meetings for the year should be scheduled in the first quarter of the grant.
- Develop protocols to be used to measure the success of the DUI Prosecution Program.
- Conduct training for all program staff outlining the goals and objectives of the project.
- Refer cases for prosecution to the grant-funded Deputy District/City Attorney(s).
- Transfer all pending DUI cases which qualify under this program so that vertical prosecution may begin.
- Develop a training protocol for law enforcement agencies within the county, and start a process of coordinating all reporting, investigation, and referral of cases that qualify under the grant.

#### Media Requirements

- Issue a press release announcing the kick-off of the grant by November 15, but no earlier than October 1. If unable to meet the November 15 date, communicate reasons to your OTS Coordinator. The kick-off press releases and any related media advisories, alerts, and materials must be emailed for approval to the OTS Public Information Officer at [pio@ots.ca.gov](mailto:pio@ots.ca.gov), and copied to your OTS Coordinator, 14 days prior to the issuance date of the release.

#### B. Phase 2 – Program Operations (Throughout Grant Year)

- Prosecution will be on-going. The Deputy District/City Attorney(s) will review DUI cases from all law enforcement agencies in the county/city.
- Training for law enforcement personnel, District Attorney Investigators and other Deputy District/City Attorneys will begin and continue throughout the program.
- Prosecutor(s) will:
  - a) Work to secure convictions (as justice requires) and appropriate sentences that reflect the public safety risk posed by the offender.
  - b) Mentor trial attorneys on how to successfully try high-risk DUI offenders.
  - c) Host Quarterly Roundtable meetings with law enforcement personnel, TSRP and OTS Coordinator.
  - d) Work with the TSRP to obtain and deliver high quality DUI prosecution training programs to non-grant-funded prosecutors.
  - e) Work with the TSRP to obtain and deliver high quality DUI investigation, report writing and courtroom testimony training programs to law enforcement personnel (police officers, deputies, District Attorney Investigators and crime lab scientists).

- f) Attend training programs that cover evaluation and preparation of DUI drug cases, marijuana, prescription drugs, drug trends, people’s experts, defense challenges, cross-examination of experts, SFST evidence, jury considerations and toxicology evidence, and incorporate this information into DUI trainings for attorneys and law enforcement personnel.
- g) Send the funded vertical prosecutor(s) and investigator to the NHTSA “Advanced Roadside Impaired Driving Enforcement” (ARIDE) 16 hour POST-Certified training, if not already trained. Note: The funded vertical prosecutor(s) and investigator(s) should achieve this objective within the first quarter of the grant.

Media Requirements

- Send all grant-related activity press releases, media advisories, alerts and general public materials to the OTS Public Information Officer (PIO) at [pio@ots.ca.gov](mailto:pio@ots.ca.gov), with a copy to your OTS Coordinator. The following requirements are for grant-related activities and are different from those regarding any grant kick-off release or announcement.
- If an OTS-supplied, template-based press release is used, there is no need for pre-approval, however, the OTS PIO and Coordinator should be copied when at the same time as the release is distributed to the press.
- If an OTS-supplied template is not used, or is substantially changed, a draft press release shall be sent to the OTS PIO for approval. Optimum lead-time would be 10 days prior to the release distribution date, but should be no less than 5 working days prior to the release distribution date.
- Press releases reporting the immediate and time-valued results of grant activities such as enforcement operations are exempt from the recommended advance approval process, but still should be copied to the OTS PIO and Coordinator when the release is distributed to the press.
- Activities such as warrant or probation sweeps and court stings that could be compromised by advanced publicity are exempt from pre-publicity, but are encouraged to offer embargoed media coverage and to report the results.
- Use the following standard language in all press, media, and printed materials: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Email the OTS PIO at [pio@ots.ca.gov](mailto:pio@ots.ca.gov) and copy your OTS Coordinator at least 30 days in advance, a short description of any significant grant-related traffic safety event or program so OTS has sufficient notice to arrange for attendance and/or participation in the event.
- Submit a draft or rough-cut of all printed or recorded material (brochures, posters, scripts, artwork, trailer graphics, etc.) to the OTS PIO at [pio@ots.ca.gov](mailto:pio@ots.ca.gov) and copy your OTS Coordinator for approval 14 days prior to the production or duplication.
- Space permitting, include the OTS logo, on grant-funded print materials; consult your OTS Coordinator for specifics and format-appropriate logos.
- Contact the OTS PIO or your OTS Coordinator, sufficiently far enough in advance of need, for consultation when deviation from any of the above requirements might be contemplated

**C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)**

- Invoice Claims (due January 30, April 30, July 30, and October 30)
- Quarterly Performance Reports (due January 30, April 30, July 30, and October 30)
  - Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
  - Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
  - Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
  - Collect, analyze and report statistical data relating to the grant goals and objectives.

**4. METHOD OF EVALUATION**

Using the data compiled during the grant, the Grant Director will complete the “Final Evaluation” section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant’s accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

**5. ADMINISTRATIVE SUPPORT**

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.





**GRANT AGREEMENT**

Schedule B

**DI19021**

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
405d AL-19	20.616	Impaired Driving Countermeasures	\$234,032.00

COST CATEGORY	CFDA	TOTAL COST TO GRANT
<b>A. PERSONNEL COSTS</b>		
Positions and Salaries		
<b>Full-Time</b>		
Deputy District Attorney III	20.616	\$139,812.00
Benefits- Deputy District Attorney III	20.616	\$94,220.00
<b>Overtime</b>		\$0.00
<b>Part-Time</b>		\$0.00
Category Sub-Total		\$234,032.00
<b>B. TRAVEL EXPENSES</b>		
		\$0.00
		\$0.00
Category Sub-Total		\$0.00
<b>C. CONTRACTUAL SERVICES</b>		
		\$0.00
Category Sub-Total		\$0.00
<b>D. EQUIPMENT</b>		
		\$0.00
Category Sub-Total		\$0.00
<b>E. OTHER DIRECT COSTS</b>		
		\$0.00
Category Sub-Total		\$0.00
<b>F. INDIRECT COSTS</b>		
		\$0.00
Category Sub-Total		\$0.00
<b>GRANT TOTAL</b>		<b>\$234,032.00</b>

**GRANT AGREEMENT**

**DI19021**

Schedule B-1

**BUDGET NARRATIVE**

<b>PERSONNEL COSTS</b>	<b>QUANTITY</b>
<p>Deputy District Attorney III - 1 x 12 months @ \$11,651 x 100%</p> <p>The Deputy District Attorneys will review all cases submitted for filing, prepare investigation requests, and vertically prosecute the cases accepted and/or filed under the grant.</p> <p>Deputy District Attorney III Salary - The prosecutor will be dedicated to vertically prosecute cases involving driving under the influence of alcohol and/or drugs. The prosecutor(s) will deliver training to law enforcement, investigators and to other attorneys within the office. The prosecutor will work to address emerging defense strategies and conduct outreach efforts designed to increase awareness of DUI related injuries and deaths. The vertical prosecution unit will implement the following policies to achieve maximum effectiveness:</p> <ol style="list-style-type: none"> <li>1) Resist pre-trial releases of charged defendants.</li> <li>2) Charge all enhancements and prior felony convictions that might be used to increase bail.</li> <li>3) Make personal appearances at arraignments and request bail be set at bail schedule or higher, based on the perceived threat to the safety of the public.</li> <li>4) Vigorously advocate that continuances only be granted upon a showing of good cause, consistent with the provision of Penal Code Section 1050, to ensure that the People’s right to a speedy trial will be considered by the Court.</li> <li>5) Establish and continue working relationship with law enforcement agencies countywide. The agencies will be trained on the investigative and filing expectations for the crimes covered by this grant in order to facilitate successful prosecution.</li> </ol>	<p>12</p>
<p>Benefits- Deputy District Attorney III - Deputy District Attorney III Benefits - Total 67.39%</p> <p>County Retirement 32.70%</p> <p>FICA / Medicare 7.62%</p> <p>Health Insurance 23.21%</p> <p>Disability Insurance 0.57%</p> <p>Dental Insurance 1.07%</p> <p>Life Insurance 0.17%</p> <p>Vision Insurance 0.16%</p> <p>Unemployment Insurance 0.05%</p> <p>Workers' Compensation Insurance 1.85%</p>	<p>1</p>
<p><b>TRAVEL EXPENSES</b></p> <p>-</p>	
<p><b>CONTRACTUAL SERVICES</b></p> <p>-</p>	
<p><b>EQUIPMENT</b></p> <p>-</p>	
<p><b>OTHER DIRECT COSTS</b></p> <p>-</p>	
<p><b>INDIRECT COSTS</b></p> <p>-</p>	
<p><b>STATEMENTS/DISCLAIMERS</b></p> <p>There will be no program income generated from this grant.</p> <p>Salaries may include wages, salaries, special compensations, or authorized absences such as annual leave and sick leave provided the cost for the individual employee is (a) reasonable for the services rendered, and (b) follows an appointment made in accordance with state or local laws and rules and meets federal requirements.</p> <p>Any non-grant funded vacancies created by reassignment to a grant-funded position must be filled at the expense of the grantee agency.</p>	



**CERTIFICATIONS AND ASSURANCES**

Failure to comply with applicable Federal statutes, regulations, and directives may subject Grantee Agency officials to civil or criminal penalties and/or place the State in a high risk grantee status in accordance with 49 CFR §18.12.

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended
- 49 CFR Part 18—Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- 23 CFR Part 1200—Uniform Procedures for State Highway Safety Grant Programs

**NONDISCRIMINATION**

The Grantee Agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88- 352), which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (Pub. L. 101-336), as amended (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Civil Rights Restoration Act of 1987 (Pub. L. 100-259), which requires Federal-aid recipients and all sub-recipients to prevent discrimination and ensure nondiscrimination in all of their programs and activities; (f) the Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (h) Sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290dd-3 and 290ee-3), relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601, et seq.), relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

**BUY AMERICA ACT**

The Grantee Agency will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

**POLITICAL ACTIVITY (HATCHACT)**

The Grantee Agency will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

## **CERTIFICATION REGARDING FEDERAL LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

## **RESTRICTION ON STATE LOBBYING**

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

## **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

Instructions for Primary Certification

1. By signing and submitting this grant agreement, the Grantee Agency Official is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the Grantee Agency Official to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the Grantee Agency Official knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The Grant Agency Official shall provide immediate written notice to the department or agency to which this grant agreement is submitted if at any time the Grantee Agency Official learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *grant agreement*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and coverage sections of 49 CFR Part 29. You may contact the department or agency to which this grant agreement is being submitted for assistance in obtaining a copy of those regulations.
6. The Grantee Agency Official agrees by submitting this grant agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who

is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The Grantee Agency Official further agrees by submitting this grant agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

#### **Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions**

1. The Grantee Agency Official certifies to the best of its knowledge and belief, that its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
  - b. Have not within a three-year period preceding this grant agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d. Have not within a three-year period preceding this application/grant agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the Grantee Agency Official is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this grant agreement.

#### **Instructions for Lower Tier Certification**

1. By signing and submitting this grant agreement, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this grant agreement is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *grant agreement*, and *voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this grant agreement is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this grant agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or

voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this grant agreement that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion— Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (See below)
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions:**

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



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 26**  
(This Section for use by Clerk of the Board Only.)

**To:** Sonoma County Board of Supervisors

**Board Agenda Date:** September 11, 2018

**Vote Requirement:** Majority

**Department or Agency Name(s):** General Services, Department of Health Services

**Staff Name and Phone Number:**

Caroline Judy, General Services: 707-565-8058  
Barbie Robinson, Health Services: 707-565-4777

**Supervisorial District(s):**

**Title:** Lease Renewal for the Department of Health Services at 625 5<sup>th</sup> Street, Santa Rosa

### Recommended Actions:

- A. Authorize the Board Clerk to publish a notice declaring the intent of the Board of Supervisors to execute a lease renewal with Sonoma Commercial Investors L.P. as Landlord for 38,473 rentable square feet of office space at 625 5<sup>th</sup> Street, Santa Rosa, for a term of 6 years; rental payment of \$72,137 per month for the first three-years (\$865,644 per year), and tenant improvements completed by the landlord, in support of saving the Department of Health Services' Public Health Division an estimated \$1,554,935 over the 6 year lease term.
- B. Authorize the General Services Director to execute a letter agreement whereby the landlord will prepare architectural construction drawings and apply for building permits prior to potential execution of the proposed lease renewal and approval by the Board.

### Executive Summary:

**Purpose.** General Services, in consultation with the Department of Health Services, requests Board consideration of a lease renewal at 625 5<sup>th</sup> Street, Santa Rosa for 38,473 rentable square feet to be occupied by the Department of Health Services Public Health Division. The proposed lease renewal will save the Division approximately \$1,204,935 in rent and \$350,000 in tenant improvement costs over a six year lease term while maintaining its downtown Santa Rosa presence and increase the functionality of the Division's premises for improved inter-department visibility, operational efficiency, communications, and service to the public.

### Discussion:

The Department of Health Services Public Health Division has occupied a premises at 625 5<sup>th</sup> Street, Santa Rosa since December 2000. The Division offers the following services at this location:

Environmental Health and Safety – Consumer and Environmental Protection programs; Family Health Services – Maternal Child and Adolescent Health Coordination and Planning, Field Nursing, Teen Parent



Connections, Nurse Family Partnership; Health Care Coordination – California Children’s Services, Foster Care Nursing; Healthy Communities programs; Disease Control and Surveillance including clinical services; Public Health Preparedness program and mobilization staff; Public Health Program Support staff; Vital Statistics; and support for a variety of commissions and committees.

Staff at this facility provide support for a variety of offsite programs including Women Infants & Children program; Animal Services; Regional Public Health Laboratory; Coastal Valleys Emergency Medical Services Agency; Special Clinical Services and Medical Therapy Units.

The Department of Health Services leadership had long recognized that the premises for the Public Health Division, as designed and built, was inefficient, impeded work-flow, and lacked adequate natural light. However, they were willing to accept these drawbacks with potential improvements, rather than incur the high cost of relocation and new tenant improvements.

In anticipation of the November 30, 2018 expiration date of the Public Health Division’s lease at 625 5<sup>th</sup> Street, in January of 2017, the General Services Department initiated a space search on behalf of the Department of Health Services. In preparation, the General Services Department provided the Public Health Division managers with a tour of two Federal buildings in San Francisco designed with an open “Google style” floor plan exhibiting greater office and operational efficiency. This tour provided the Division’s leadership with concrete examples of how they could operate more efficiently and creatively by utilizing space differently. The Public Health Division leadership were able to visualize how less space and privacy per employee could be maximized to improve workflow and communication, and how greater natural light and air circulation is offered by an open floor plan. The initial search focused on properties from Rohnert Park to the Sonoma County Airport for facilities offering an open floor plan design.

In August 2017, Requests for Proposals were provided to the landlords of the properties the Division felt were most suitable to their needs, including the landlord of the current 625 5<sup>th</sup> Street facility. All potential Premises offered less space but a more open, efficient floor plan than their current facility. After further negotiations, delayed by the October fires, 2235 Mercury Way, Santa Rosa emerged as the top property. 2235 Mercury Way is a Class A office building with an efficient, open floor plan design that is located adjacent to Department of Health Service’s new Behavioral Health Campus and Kaiser’s new medical building.

In February 2018, negotiations recommenced with the landlord for 625 5<sup>th</sup> Street after the landlord offered a significant rent reduction and an attractive tenant allowance that resulted in approximately \$1,204,935 in rent savings to the Division. Additionally, General Services Real Estate division successfully negotiated up to \$350,000 in tenant improvements to provide space efficiencies, provide more natural lighting and other operational efficiencies. The landlord provided a further rent concession of agreeing to keep the rent flat for the first three years of the lease term. These savings, combined with the Division avoiding an estimated \$900,000 in relocation costs through renewing rather than relocating, convinced the Division to renew a renegotiated lease at 625 5<sup>th</sup> Street.

If this lease renewal is not approved, the Department of Health Services could lose \$1,554,935 in rent and tenant improvement savings it negotiated with the landlord for 625 5<sup>th</sup> Street. The Department of Health Services will retain occupancy of its current premises at 625 5<sup>th</sup> Street and may be compelled to recommence its search for suitable space while facing a lease expiration date of November 30, 2018, exposing it to an estimated \$900,000 in relocation costs.

Board approval of the proposed Lease will provide the Department of Health Services substantial rent and tenant improvement savings while increasing operational efficiency of its Public Health Division through physical improvements that the landlord will make at the landlord's cost to its Premises at 625 5<sup>th</sup> Street. The Lease includes a provision whereby the lease can be terminated, by paying a termination fee.

**Lease Renewal Agreement.** The proposed Lease Renewal Agreement between Sonoma Commercial Investors L.P. as Landlord and the County of Sonoma, as Tenant contains the following key provisions:

1. Six (6) year lease term running from January 1, 2019 to December 31, 2024.
2. Premises total 38,473 rentable square feet.
3. Monthly Rent is Seventy Two Thousand One Hundred Thirty Seven (\$72,137), (\$1.875 per square foot of the Rentable Area per month).
4. No rent increases for Years 2 & 3. Beginning on the third anniversary of the Commencement Date (Year 4) and on each successive anniversary thereafter during the Lease Term, Base Rent shall be increased by three percent (3%).
5. 129 parking spaces are provided free of charge.
6. Landlord to complete all agreed upon tenant improvements to the Premises, with the landlord contributing the first \$350,000 toward tenant improvements, and the Department of Health Services contributing the next \$250,000 in the form of progress payments for work completed, with the landlord responsible for all costs exceeding this combined amount.
7. The County maintains the right to terminate the Lease Agreement at any time with one hundred eighty (180) days written notice for lack of funding. The Lease Termination Fee will be the unamortized value of the tenant improvement allowance and broker's commissions.

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.

\$1,204,935 in rent savings resulting from this lease renewal were calculated as follows:

Though the area of the Public Health Division's premises will remain unchanged at 38,473 rentable square feet, monthly rent for the first year will be reduced eleven percent (11%) to \$72,137, (\$1.875 per square foot per month) and remain flat for the next three years. This rent reduction provides \$8,656 in monthly savings in the first year, with an overall average of \$7,411 in monthly savings over the six-year term. Total rent savings for the six-year term is \$533,559. These savings would not have been achieved if staff had not conducted a competitive process. Additional monthly rent savings of \$5,758 will be achieved through consolidating the Department of Health Services' Healthy Communities section from leased space at 490 Mendocino Avenue into Public Health's premises at 625 5<sup>th</sup> Street, for a total savings of \$414,576 over six years. There will be an additional \$3,567 in monthly savings resulting from the landlord for 625 5<sup>th</sup> Street agreeing to no longer charge the Division for parking, for a total savings of \$256,800 over six years. This brings the total rent savings for Department of Health Services Public Health Division in the first year of the lease term to \$215,770, representing a twenty percent (20%) reduction in rent expense for the Division. Total rent savings for Department of Health Services Public Health Division over the six year lease term equals \$1,204,935.

All agreed upon tenant improvements to the Public Health Division’s premises will be provided by the landlord, with the landlord contributing the first \$350,000 toward tenant improvements, and the Department of Health Services contributing the next \$250,000 in the form of progress payments for work completed, with the landlord responsible for all costs exceeding this combined amount. This creates tenant improvement savings for the Department of at least \$350,000 in addition to the rent savings mentioned above.

**Project Costs and Construction Schedule.** The total cost to the Department of Health Services is estimated to be \$141,000 for some new furniture and furniture movement.

Landlord to complete all agreed upon tenant improvements to the Premises, with the landlord contributing the first \$350,000 toward tenant improvements, and the Department of Health Services contributing the next \$250,000 in the form of progress payments for work completed, with the landlord responsible for all costs exceeding this combined amount.

**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. If your Board takes the requested action, this matter will return to the Board on or after October 9, 2018, for Board consideration and approval of the proposed lease.

**Prior Board Actions:**

None

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

This Lease will provide the Department of Health Services Public Health Division \$1,554,935 in rent and tenant improvement savings, and avoid approximately \$900,000 in relocation costs for the Public Health Division, while maintaining its downtown Santa Rosa presence and increasing the functionality of the Division’s premises for improved inter-department visibility, operational efficiency, communications, and service to the public.

<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 18-19 Adopted</b>	<b>FY 19-20 Projected</b>	<b>FY 20-21 Projected</b>
Budgeted Expenses	\$682,822	\$865,644	\$865,644
Additional Appropriation Requested			
<b>Total Expenditures</b>	<b>\$682,822</b>	<b>\$865,644</b>	<b>\$865,644</b>
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal			
Fees/Other	\$682,822	\$865,644	\$865,644
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>	<b>\$682,822</b>	<b>\$865,644</b>	<b>\$865,644</b>
<b>Narrative Explanation of Fiscal Impacts:</b>			
Rent for FY 18-19, FY 19-20, FY 20-21, and one-time \$250,000 in cash contribution by the Department of Health Services to tenant improvement cost in FY 18-19, will be included in the Department of Health Services budget. The Department will use various funding sources to cover the allocated monthly lease payments and Intergovernmental Transfer funds to cover the tenant improvements.			
<b>Staffing Impacts</b>			
<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A – I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
None			
<b>Attachments:</b>			
Attachment 1: Lease Attachment 2: Notice of Intent to Lease Attachment 3: Guarantee Letter Attachment 4: Lease Termination Fee Schedule			
<b>Related Items "On File" with the Clerk of the Board:</b>			
None			

## **LEASE**

This Lease ("Lease") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2018 ("Effective Date"), by and between Sonoma Commercial Investors, L.P., a California Limited Partnership (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 on the first and second floors in that certain two-story office building commonly known as 625 5<sup>th</sup> Street ("Building"), which Building is situated on that certain real property known as Sonoma County Assessor's Parcel Number 009-025-018 located in the City of Santa Rosa, County of Sonoma, State of California. Subject to verification as provided in Subsection 1.3.2, the Rentable Area (as defined in Section 1.3.1) and Usable Area (as defined in Section 1.3.1) of the Premises are Thirty Eight Thousand Four Hundred and Seventy Three (38,473) square feet and Thirty Five Thousand Seven Hundred Sixty Three (35,763) square feet, respectively. 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

1.2 Preparation of Premises; Acceptance. Landlord hereby represents and warrants to Tenant that Landlord shall at Landlord's sole expense deliver the Premises in accordance with the terms and conditions listed in **Exhibit C** (the "Tenant Improvement Agreement") attached hereto and made a part hereof by this reference, and in particular all work described in attachment C-1 of **Exhibit C** even in the event that Landlord fails to obtain financing for some or all of the improvements. Tenant may enter those areas of the Premises in which such work is completed to install its furniture, fixtures and equipment while work in other areas in the Premises is still under construction.

Included in the Rent described in Paragraph 4.1, the Landlord shall provide an Initial Tenant Improvement Allowance in the amount of Three Hundred Fifty Thousand dollars (\$350,000.00) ("Initial Tenant Improvement Allowance") which shall be used to complete the improvements, space planning, and construction documents described in **Exhibit C**. Should the cost of the scope of work described in **Exhibit C** exceed the Initial Tenant Improvement Allowance the Tenant shall provide up to an additional Two Hundred Fifty Thousand dollars (\$250,000.00) ("Tenant Contribution") in order to complete the work. The Tenant Contribution shall be in the form of

progress payments for work completed. Landlord shall be responsible for all costs that exceed the combined total of the Initial Tenant Improvement Allowance and the Tenant Contribution.

### 1.3 Rentable Area and Usable Area.

1.3.1 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 Z65.1-2017 or successor standard(s), adopted by the Building Owners and Managers Association International ("BOMA"). Any exterior alcove created pursuant to Exhibit C shall be considered a balcony according to BOMA standards and shall be included as part of the rentable square footage.

1.3.2 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. 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.

1.3.3 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 1.3.3, 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 1.3.2 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 Seventy Two months thereafter ("Lease Expiration Date"), subject to any option, renewal or extension rights of Tenant as provided for in this Lease. Landlord affirms that Tenant is holding over under that Lease dated February 29, 2000, and that the rent charged under that Lease shall be paid through December 31, 2018, and continue to be paid by Tenant until the Commencement Date stated in Section 2.2 below of this new Lease. No holdover penalty will be charged.

2.2 Commencement Date. The Lease Term shall commence on the earlier of the following dates (the "Commencement Date"): (a) January 1, 2019, or (b) 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 all the areas of the Premises to be improved 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 those portions of the Premises. Upon the determination of the Commencement Date, Landlord and Tenant shall execute a written acknowledgment of the Commencement Date and 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, or such other document issued by the City of Santa Rosa allowing for occupancy 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 fails to give Tenant notice by **September 7, 2019** that all phases of the Landlord's work in the Premises are substantially completed, as provided for above, then the Tenant may: (a) receive a rental abatement based on the square footage of the area of the Premises not yet completed and (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 the rent for the square footage not yet completed 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 by **September 7, 2019**, Tenant at its option shall have the right, by giving Landlord **Fifteen (15)** 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 Termination by Tenant.

2.5.1 Termination Procedures. Non-appropriation of Funds. Tenant may terminate this Lease, in accordance with Section 2.5.2 below with respect to all or part of the Premises upon one hundred eighty (180) days' prior written notice to Landlord ("Termination Notice") on the happening of any one or more of the following events: (a) the County Board of



Supervisors fails to appropriate sufficient funds for the rental of the property covered by this Lease; (b) the County Board of Supervisors discontinues, in whole or in part, the program or agency for which the Premises were leased; or (c) the funding, whether County, State or Federal, for the program or agency for which the Premises were leased is reduced or withdrawn.

2.5.2 Withdrawal From Part of the Premises. In the event that Tenant vacates part of the Premises pursuant to Subsection 2.5.1 above, Landlord and Tenant shall agree upon the actual area Tenant vacates to achieve a reduction in Rent equal to the amount defunded so that the space to be vacated can be demised and leased to third parties.

2.5.1.1 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 2.5, 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 2.5.1.1.

2.5.1.2 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 Subsection 2.5.1.3.

2.5.1.3 Lease Concessions. For purposes of this Subsection 2.5.1.3, "Lease Concessions" shall be equal to the sum of (a) the amount of the Tenant Improvement Allowance and any other improvement allowance granted by Landlord in connection with Landlord's delivery of the Canceled Premises to Tenant; (b) the amount of the real estate commissions paid to the brokers pursuant to the brokers' listing agreement with Landlord in connection with the consummation of the Lease by Tenant of the Canceled Premises; and (c) the amount of attorney's fees paid to Landlord's attorney to initially review and negotiate this Lease hereafter referred to as "Lease Concession Fee." Should Tenant terminate the lease prior to expiration of the lease term, the amount of the Tenant's Lease Concession Fee shall be the amount set forth in the "Lease Concession Amortization Schedule" attached hereto as Exhibit-H and made a part hereof by reference.

2.5.1.4 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:

(a) The number of months of the Lease Term remaining after the Lease Termination Date until the original Lease Expiration Date;

(b) The "Monthly Amortization Amount," as determined in Subsection 2.5.1.5.

2.5.1.5 Monthly Amortization Amount. The Monthly Amortization Amount shall be determined as if it were a component of an annuity, using:

(a) The amount of the Lease Concessions, not including any concessions for Tenant's expansion options, as the present value of the annuity;

(b) Seven percent (7%) per annum as the future value interest factor;

(c) Seventy-two (72) as the number of monthly payments of the annuity, commencing on the Lease Commencement Date and ending on the Lease Expiration Date; and

(d) The Monthly Amortization Amount (the missing component) as the monthly payment amount under the annuity.

2.6 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. Should Tenant hold over more than three months, the rent shall be the rent for the last year of the Term increased by twenty-five percent (25%).

### 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

#### Setoffs and Rent Proration

4.1 Definition of "Rent"--Limited Setoff. Commencing on the Commencement Date, Tenant shall pay to Landlord rent ("Rent") in equal monthly installments of **Seventy Two Thousand One Hundred Thirty Seven and 00/100 dollars (\$72,137.00), (\$1.875** per square foot of the Rentable Area per month), which amount includes the monthly amortization of

the agreed Initial Tenant Improvement Allowance, on or before the first 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 19.3 or at any other place that Landlord may from time to time designate in writing, including direct deposit into a bank account designated by Landlord. 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: Beginning on the third anniversary of the Commencement Date and on each successive anniversary thereafter during the Lease Term, the Rent shall be increased by three percent (3%).

## 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. - 6:00 p.m.) Monday through Friday and Saturday (9 a.m. - 2 p.m.), County holidays excepted, 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. 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 6:00 p.m., Monday through Friday and Saturdays (9 a.m. - 2 p.m.), County holidays excepted 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. Tenant shall pay to Landlord, in addition to Rent, for one hour of additional utilities in the amount of Fifteen dollars (\$15.00) per hour, billable quarterly.

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 Security Services. Tenant shall have the right to have installed in the Premises, a card key access system or other security system, subject to Landlord's prior written approval which shall not be unreasonably withheld or delayed beyond ten (10) business days. Tenant shall provide Landlord with an activated card-key and/or the password to the security system so that Landlord may enter the Premises to carry out Landlord's obligations under this Lease.

6.4 Janitorial Services. Landlord agrees to provide reasonable 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. 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 refuse (collectively "trash"); (b) to comply with Tenant's recycling policy where it may be more stringent than applicable law; (c) that each separately sorted category of trash and recycling shall be placed in separate receptacles as directed by Tenant; and (d) 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 6.4.

## 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 necessary from time to time for any work it approves and that Tenant desires to perform. Tenant may at any time remove any equipment and trade fixtures installed by or on behalf of Tenant in the Premises. However, should such changes involve the structure of the Building or affect its mechanical, electrical or plumbing systems, then any such change shall be subject to Landlord's approval.

## ARTICLE 8

### PARKING

Included in Tenant's rental herein is the right of Tenant's employees to use on a non-exclusive basis and free of charge at least one-hundred twenty-nine (129) parking spaces associated with the Building consisting of spaces either on site or in a City of Santa Rosa Garage

## 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 condemner 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 condemner 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 (CAS) 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 CAS inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CAS inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CAS inspection. The cost of the CAS inspection and the cost of making any repairs necessary to correct violations of accessibility standards within the Premises shall be charged against Tenant's Tenant Improvement Allowance specified in Subsection 1.2 above.

## 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** attached hereto. If Tenant has received the nondisturbance agreement and estoppel certificate in the form(s) attached hereto as **Exhibit G** 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:

(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);

(c) Petroleum products;

(d) Radioactive material, including any source, special nuclear, or byproduct material as defined in 42 United States Code sections 2011-2297g-4; please note, however, that Tenant has stored and stores radioactive material with Landlord's permission in the conduct of Tenant's business. It is Tenant's obligation to store and utilize such radioactive material safely.

(e) Asbestos in any form or condition; and

(f) 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 Copies of Reports. 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 Cleanup. If Landlord is responsible for the cleanup 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 cleanup promptly upon receipt of notice thereof, then Tenant shall have the right, but not the obligation, to carry out such cleanup, 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  
Department of Health Services  
Attn: Administration

1450 Neotomas Avenue  
Santa Rosa, CA 95405

"Landlord" SONOMA COMMERCIAL INVESTORS, L.P.

Thomas A. Robertson  
2949 A Pacific Avenue  
San Francisco, CA 94115  
trobertsonsf@gmail.com \_\_\_\_\_  
(415) 474-3882 \_\_\_\_\_

## 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. Landlord must approve Tenant's proposed cost for any work involved and may, at Landlord's option, require use of a licensed contractor. 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, with the exception of payment of rent or payment of any other amount due from Tenant, 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 (30) thirty-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) identifying as the principal occupant of the Building; and (b) 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 **Section 1.2**.

## 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 Tenant's Broker Newmark Cornish & Carey, a California Company, Inc., and Landlord's broker, Keegan and Coppin Company, Inc., a California corporation, 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

25.1 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.

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

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

25.3 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.

25.4 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.

25.5 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.

25.6 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.

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

25.8 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.

25.9 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.

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

"LANDLORD" Sonoma Commercial Investors, L.P.

By: \_\_\_\_\_  
Thomas A. Robertson, President  
San Francisco North Properties, Inc., General Partner,  
Sonoma Commercial Investors, L.P.

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

By: \_\_\_\_\_  
Director  
General Services Department

The General Services Director, or his Deputy, is authorized to execute this Lease, pursuant to  
the Board of Supervisors' Summary Action dated \_\_\_\_\_, 20\_\_\_\_\_.

APPROVED AS TO FORM FOR TENANT:

\_\_\_\_\_  
Deputy County Counsel

APPROVED AS TO CONTENT FOR TENANT:

\_\_\_\_\_  
Director  
\_\_\_\_\_ Department

\_\_\_\_\_  
Marc McDonald, Real Estate Manager  
General Services Department

CERTIFICATE OF INSURANCE ON FILE WITH DEPARTMENT:

Reviewed by: \_\_\_\_\_ Date: \_\_\_\_\_

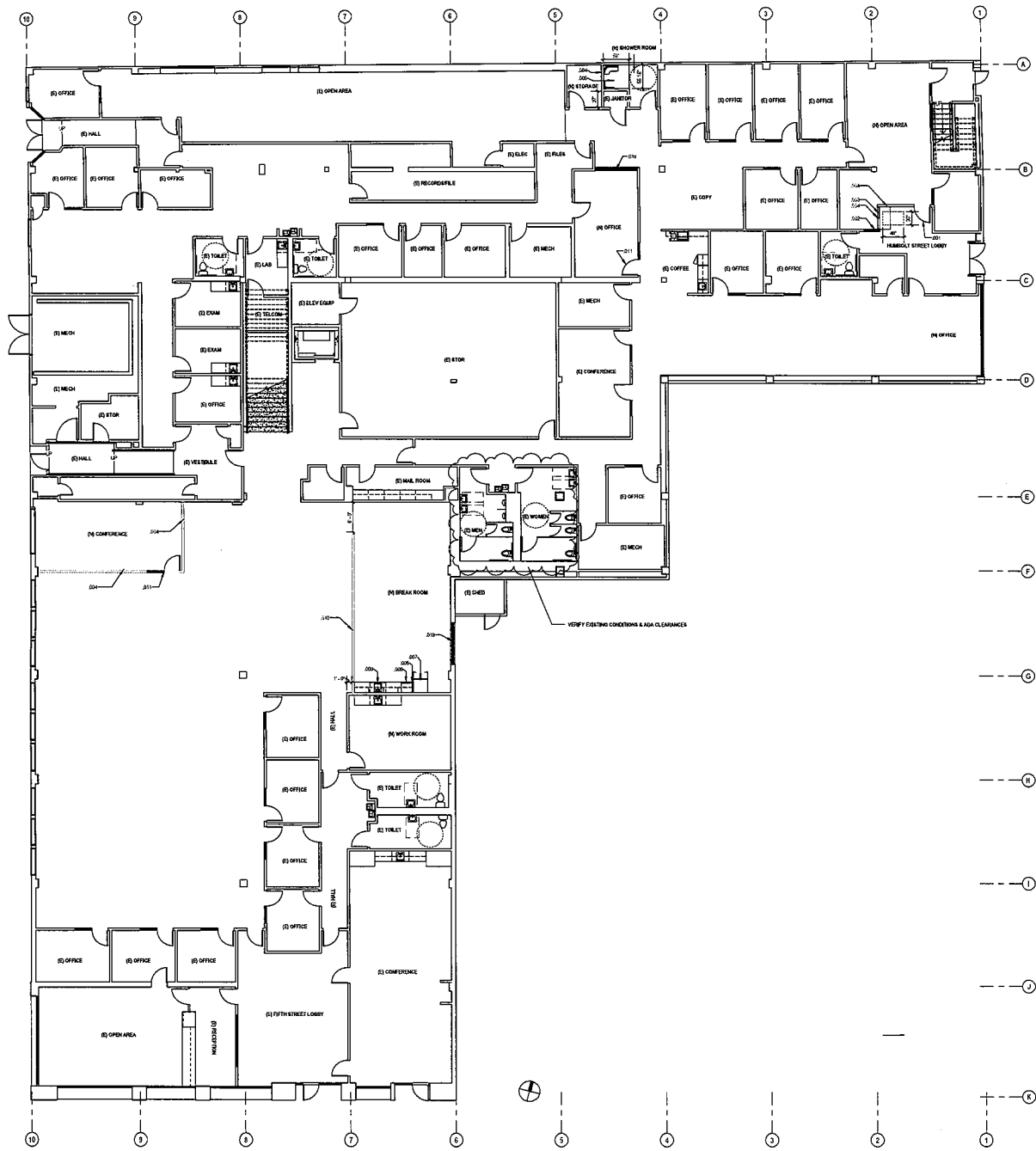




REVISED BY

**1 NEW WORK PLAN LEVEL 1**  
1W-110

**EXHIBIT A**



**DRAWING NOTES**

- 041 RE-USE (R) DOOR.
- 052 (R) FALLED WALL.
- 053 (R) NEW TRANSPARENT WINDOW GLAZIER.
- 054 (R) WALL CLADDING HEAD-F.
- 055 (R) NEW SHOWER.
- 056 PROVIDE PLUMBING PANEL.
- 057 (R) REFRIGERATOR.
- 058 (R) REFRIGERATOR.
- 059 (R) ADA COMPLIANT COUNTER & COUNTERTOP.
- 060 (R) REFRIG. WALL.
- 061 (R) DOOR WITH LEGLITE.
- 062 (R) NEW WINDOW.

**WALL LEGEND**

- (R) PARTITION
- (R) PARTITION
- (R) FALLED WALL
- (R) NEW PARTITION

**TLCDARCHITECTURE**

520 Third St. #250  
Santa Rosa, CA 95401  
c: 707.525.5600  
e: 707.525.5616  
tclcd.com

**PRE-DESIGN**

**625 FIFTH STREET  
625 FIFTH STREET, SANTA  
ROSA, CA**

**COUNTY OF SONOMA  
DEPARTMENT OF HEALTH  
SERVICES**

PROJECT NUMBER  
7171021  
DATE  
8/15/2018  
DRAWN BY  
H  
CHECKED BY  
TCL  
NO SCALE

Number	Date	Description
1	8/15/2018	Revision 1
2	8/16/2018	Revision 2

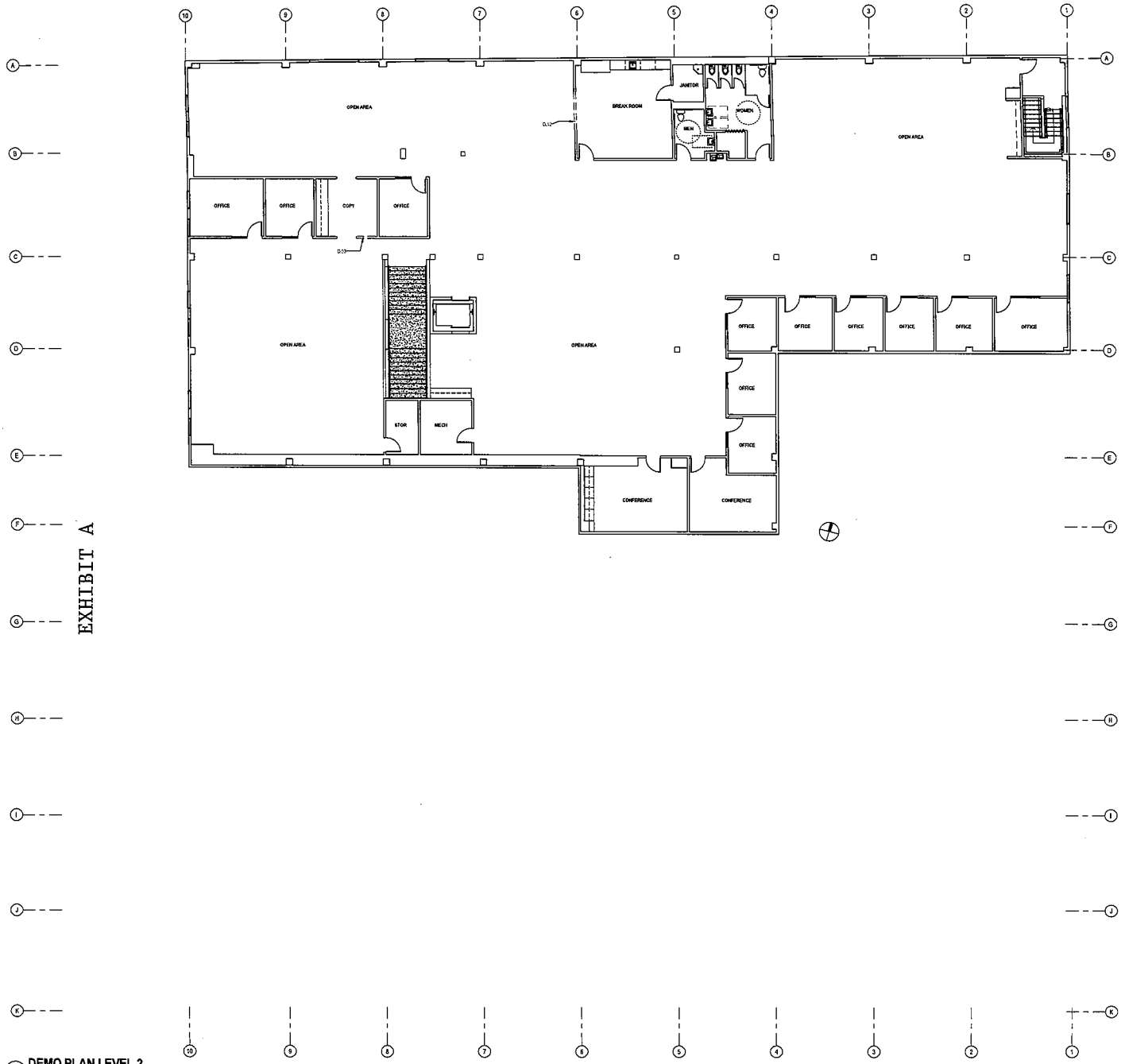
**NEW WORK PLAN LEVEL 1**

**A-106**

SCALE

1 DEMO PLAN LEVEL 2  
1/8" = 1'-0"

EXHIBIT A



**DEMOLITION DRAWING NOTES**  
 D.D. REMOVE PARTIAL E2 WALL FOR E2 DOOR & SLOPE  
 D.D. REMOVE PARTIAL E2 WALL FOR IN HINDR.

**WALL LEGEND**  
 E2 CONSTRUCTION  
 E2 CONSTRUCTION TO BE DEMOLISHED

**TLC.DARCHITECTURE**  
 520 Third St. #250  
 Santa Rosa, CA 95401  
 ☎ 707.525.5600  
 © 2012 T.C. ARCHITECTURE  
 tcd.com

PRE-DESIGN

625 FIFTH STREET  
 625 FIFTH STREET, SANTA  
 ROSA, CA

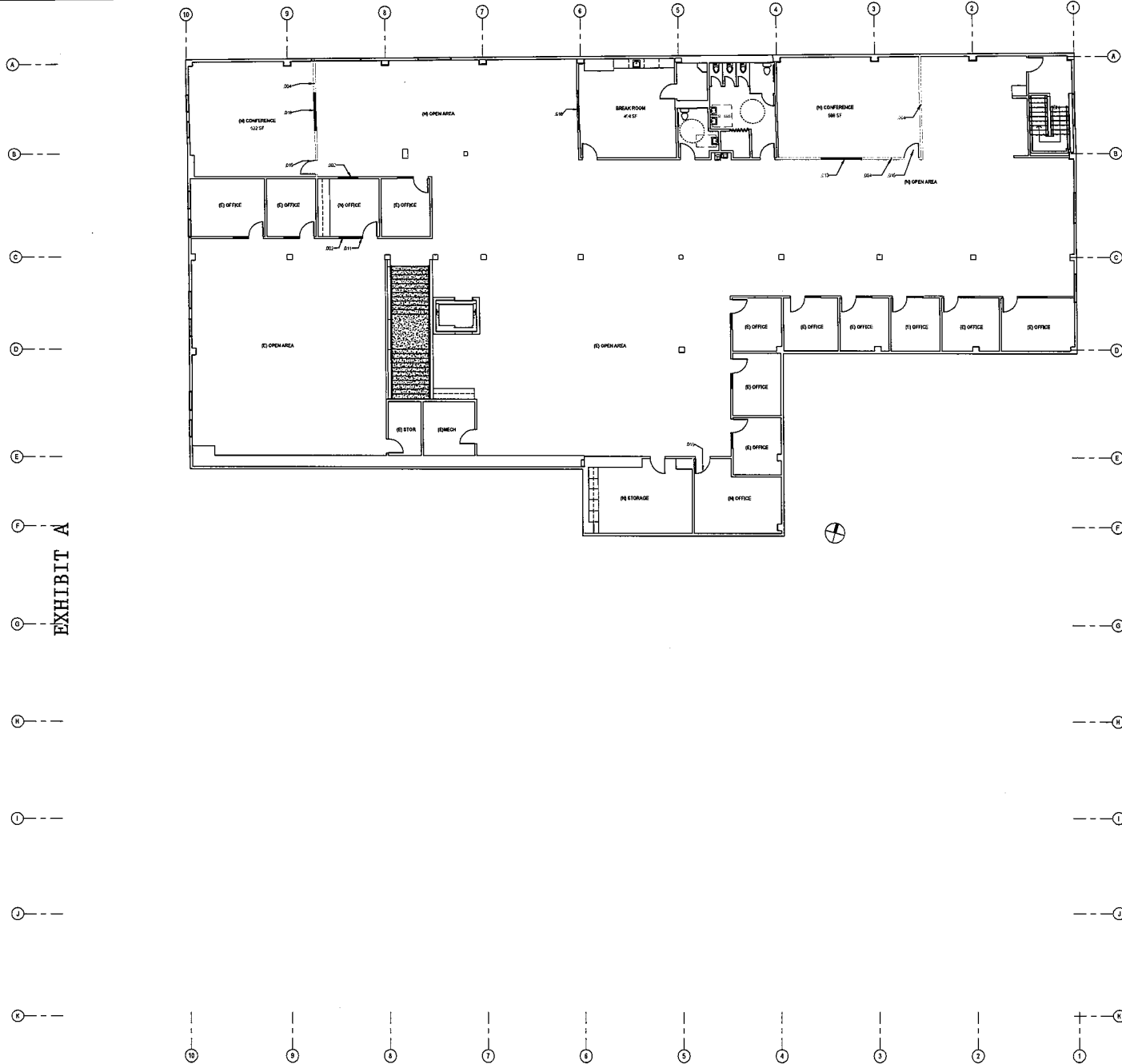
COUNTY OF SONOMA  
 DEPARTMENT OF HEALTH  
 SERVICES

PROJECT NUMBER  
 1710218  
 DATE  
 08/02/2018  
 DRAWN BY  
 JH  
 CHECKED BY  
 JH  
 APPROVED

Number	Date	Description
1	07/25/2018	Revision 1
2	08/14/2018	Revision 2

DEMO PLAN LEVEL 2  
**A-107**

ALL RIGHTS RESERVED. NO PART OF THIS DRAWING IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM.



**DRAWING NOTES**

- 202 #1 FILLED WALL
- 204 #2 FILL COORDINATION
- 611 #3 DOOR WITH SCHEDULE
- 210 #4 DOOR WITH SCHEDULE
- 215 #5 DOOR
- 216 #6 GLASS PANEL TO #3 DOOR
- 218 #7 NEW MIRROR

**WALL LEGEND**

- == #1 PARTITION
- #2 PARTITION
- == #3 FILLED WALL

**TLODARCHITECTURE**  
 520 Third St. #250  
 Santa Rosa, CA 95401  
 ☎ 707.525.5660  
 ✉ 707.525.5616  
 tlo.com

PRE-DESIGN

**625 FIFTH STREET**  
 625 FIFTH STREET, SANTA ROSA, CA

COUNTY OF SONOMA  
 DEPARTMENT OF HEALTH SERVICES

PROJECT NUMBER: 17-010  
 DATE: 07/25/2018  
 DRAWN BY: LL  
 CHECKED BY: TR  
 APPROVED BY: [Signature]

Number	Date	Description
1	07/25/2018	Revision 1
2	08/02/2018	Revision 2

**NEW WORK PLAN LEVEL 2**  
**A-108**

EXHIBIT A



**FRAN**  
 1000 Architecture & Design  
 1000 10th Street, Suite 200  
 Colusa, CA 95624 707/232-0278

SONOMA COUNTY  
 HEALTH SVCS DEPT.

SITE  
 PLAN

EXISTING  
 1. EXISTING  
 2. EXISTING  
 3. EXISTING  
 4. EXISTING

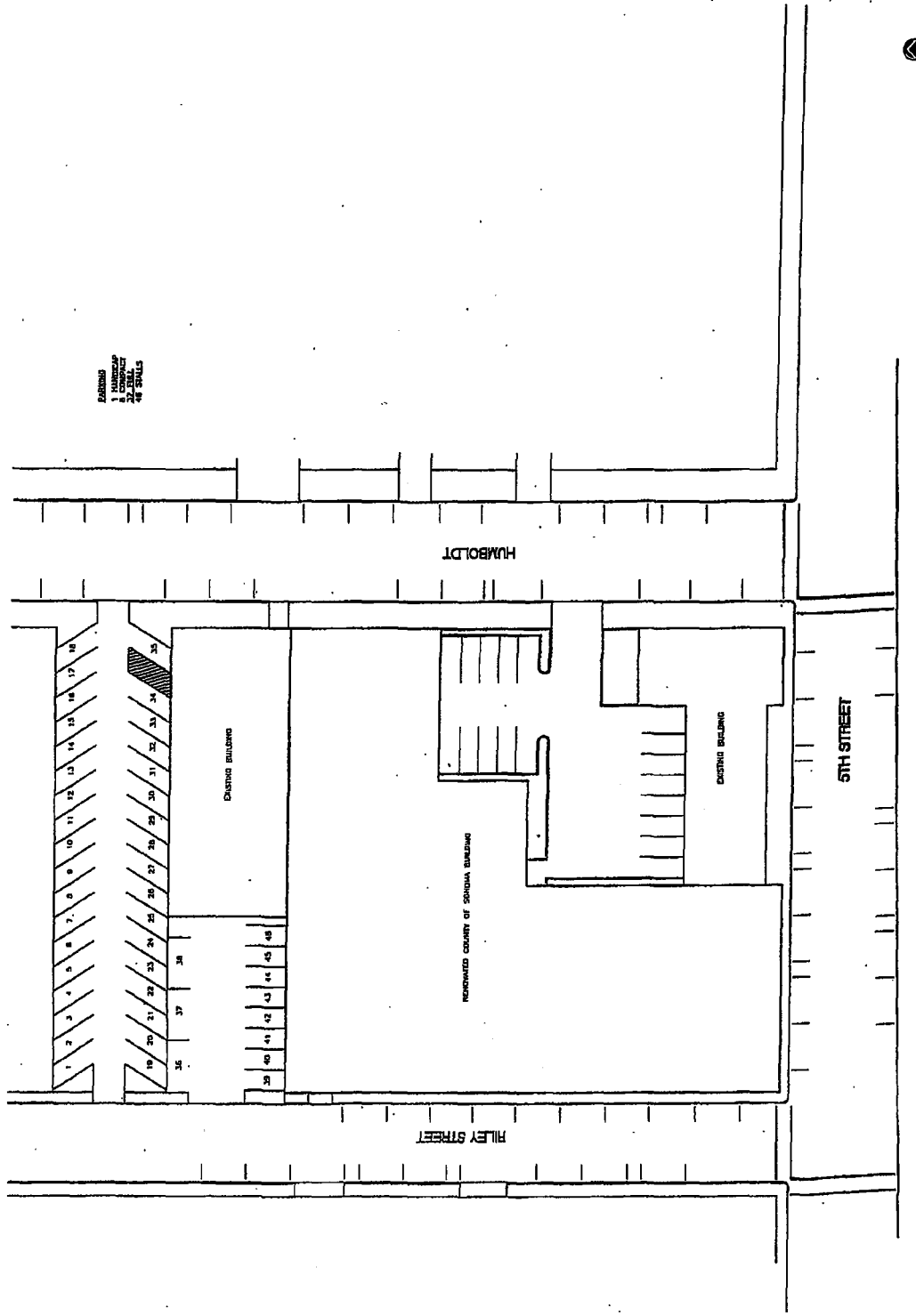


EXHIBIT B

**EXHIBIT C**

**LEASEHOLD IMPROVEMENT AGREEMENT**

This Leasehold Improvement Agreement ("LIA") is dated for reference purposes only as of \_\_\_\_\_, 2018 ("Effective Date") and is made by and between **SONOMA COMMERCIAL INVESTORS, L.P.**, a California Limited Partnership ("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 625 5<sup>th</sup> Street 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 TLCD Architecture or landlord's designee.

**Contractors** means the General Contractor 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 fixtures 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, for inspections of the work or any other reason;
- d. Utilities incurred in the course of the construction;
- e. Premiums for builder's risk insurance and other insurance required by this LIA;
- f. Costs incurred for the management and administration of the construction, including without limitation, wages, labor burden, and expediting, procurement, and administrative expenses; and
- g. 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, construction, 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 acceptable to and approved in writing by Tenant and engaged by the Architect. 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 be designed under a 'design-build' arrangement.

**Final Plans** are those working drawings, plans, specifications, elevations, finishes and other documents, including, without limitation, 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.

**Landlord's Representative** means Thomas A. Robertson 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 terms or conditions of this LIA or the Lease unless agreed in writing by Tenant.

**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, conditional use permits, building permits, sign permits and other permits.

**Punchlist** is defined in Section 5.2 below.

**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 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 notice from Landlord's Representative to Tenant's Representative of the interference.

**Tenant's Design Requirements** means all design elements and work described in the documents included in **Attachment C** to this LIA.

**Tenant's Representative** means Doug Uyehara Department of Health Services, County of Sonoma 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-demarcation to and within the Premises, computer 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 material 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. Landlord shall also retain such other engineers and consultants as may be necessary to prepare Final Plans describing the agreed Leasehold Improvements.

3.2 Preparation and Approval of Final Plans. Landlord shall cause the Architect to prepare the proposed Final Plans (which Final Plans shall include, but not by way of limitation, 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 conform to the Tenant's Design Requirements or unless 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; and (d) the cost or credit to Tenant, if any, of the Change Order. Neither Landlord nor Tenant shall unreasonably withhold or delay its approval of any Change Order (whether requested by a Party or required by Laws 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 shall cause the General Contractor to prepare and circulate an appropriate 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 guaranteed maximum cost construction contract with the General Contractor based on the lowest qualified subcontract bids selected by Landlord, and approved by Tenant and General Contractor. 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 have entered into a construction contract in accordance with Section 4.1 above, Landlord shall cause the General Contractor to commence and to thereafter diligently complete 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. Depending on the time to obtain necessary building permits, the construction period shall begin upon issuance of the building permit and after the final approval by the County of Sonoma Board of Supervisors of the Lease to which this LIA is attached as an exhibit and according to the Design and Construction Schedule attached hereto. The starting date of construction will be extended for each day from the date of submittal of the Final Plans that before a building permit is issued. Landlord will use its best efforts to obtain a counter permit on the day of submittal. The start date for construction also will be extended by any Tenant Delay as defined below.

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 and its Contractor 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 this warranty and Landlord shall promptly remedy all violations of the warranty at its sole cost and expense.

## 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 Certificate of Occupancy or other standard documentation of Substantial Completion issued by the City of Santa Rosa allowing occupancy, if applicable) 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.

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 thirty (30) 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 thirty (30) days after the Substantial Completion Date.

5.3 Delay in Substantial Completion. If the Substantial Completion of the Leasehold Improvements is delayed, the provisions of Section 2.3 of the Lease shall govern.

## 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 and set forth in the Lease to which this LIA is attached as Exhibit C. 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 a 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

7.1 Builder's Risk Insurance. At all times prior to the Substantial Completion Date, Landlord shall maintain, or cause the General Contractor to maintain, so-called contingent liability and broad form "builder's risk" insurance with coverage in an amount equal to the replacement cost of the Premises and the Leasehold Improvements to be constructed pursuant to this LIA.

7.2 Casualty. 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, as provided in Section 2.5 of the Lease, if (in the reasonable opinion of the Architect) the building cannot be restored and the Leasehold Improvements Substantially Completed prior to June 30, 2019

b. If the Lease is so terminated, Landlord shall be entitled to the proceeds of the builder's risk insurance specified in Section 7.1.

c. 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. Landlord shall be entitled to the proceeds of the builder's risk insurance specified in Section 7.1 of this LIA.

This space intentionally left blank.

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

LANDLORD: Sonoma Commercial Investors L.P., a California Limited Partnership

By: \_\_\_\_\_  
Name: Thomas A. Robertson  
Title: President, San Francisco North Properties, Inc.,  
General Partner of Sonoma Commercial Investors, L.P.

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  
Deputy County Counsel

APPROVED AS TO CONTENT FOR TENANT:

\_\_\_\_\_  
\_\_\_\_\_, Director  
\_\_\_\_\_ Department

\_\_\_\_\_  
Marc McDonald, Real Estate Manager  
General Services Department



## Attachment A

### Design and Construction Schedule

SCHEDULE	DATE or DAYS TO COMPLETE
1. County approves final space plan	Completed
2. LL's architect completes Construction Documents	Within 30 business days of final approval and signing of the Lease by the County which is to occur no later than October 30, 2018. Outside date for this work is November 30, 2018.
3. Tenant will approve the Construction Documents (within ten (10) business days following Tenant's actual receipt of the Construction Documents)	Within ten (10) business days from receipt of construction documents. Expected date to be December 15, 2018
4. Architect makes any changes agreed by LL and Tenant	Within five (5) business days from receipt of construction documents. Assuming a shutdown of 2 weeks for the holidays this expected date is January 7, 2019
5. Last day for Landlord to obtain all Permits (approx. 6 weeks)	Within sixty (60) days of submittal of permit drawings (construction documents) to the City of Santa Rosa Building Division, sooner if LL, using best efforts, can secure permits. The expected date for this is March 7, 2019
6. County orders furniture (6 weeks lead time from approximate Scheduled completion date—Item 14)	On or about May 21, 2019.
7. Scheduled Completion Date of Leasehold Improvements and start of County Fixturization period	Estimated to be July 7, 2019
8. Last day for Substantial Completion of Leasehold Improvements	Estimated to be September 7, 2019.
9. Fixturization period <u>completed</u> (3 weeks) (can start upon Substantial Completion Date)	Estimated between July 7, 2019 and September 7, 2019
10. Punch list and final (walkthrough and correction)	Within thirty (30) days of

	Substantial Completion per Section 5.2 of this Exhibit C
11. The last day that LL can give County notice that the work is substantially completed, or County may terminate	September 7, 2019

**Attachment B**

**Design Process**

Landlord's Architect, TLCD Architecture, is the architect and designer of record for the Leasehold Improvements. The parties agree to use all reasonable efforts to complete the design documents for the Premises. Tenant shall provide Landlord with a preliminary architectural program and outline specifications for the Leasehold Improvements (the "Program"). Based on said Program, Tenant's Architect shall provide professional architectural, engineering and other services to the Tenant as outlined below.

Schematic Design. The schematic design phase has been completed by Landlord's architect at a cost of thirty-five thousand and no/100's dollars (\$35,000.00) which amount shall be paid from the Tenant Improvement Allowance. The parties agree to use all reasonable efforts to complete the design documents for the Premises. The schematic design is reflected by Tenant's Design Requirements attached hereto as Attachment C-1.

Design Development. The Tenant'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, mechanical, electrical, and other elements. Materials colors and all other finishes shall conform to existing tenant improvements in the building. Landlord shall provide Tenant with samples of floor coverings to be installed in connection with this Tenant Improvement work.

Final Plans (Construction Documents). Based on the approved Design Development Documents and updated schedule, Tenant's Architect shall prepare the Final Plans and Specifications for approval by the Tenant and Landlord.

## **Attachment C-1**

### **Tenant Improvement Scope of Work**

The Construction Documents shall describe the following work:

#### First Floor

1. Add break room adjacent to the Coastal Room built to existing wall housing mechanical and mail room.
  - Add 8'x 4' window flush with East wall
  - Partition wall with possible unglazed openings, built only to height of adjacent row of offices – 9'; Leave ceiling open to avoid changes to HVAC and sprinkler systems;
  - Move existing lights if necessary;
  - New ADA compliant cabinet, replace countertop with longer top to allow for dishwasher; Include low noise dishwasher supplied by owner, with plumbing and electrical;
  - Change flooring – VCT or alternative.
2. Add windows to upper half of both doors into City View Room.
3. New conference room in Environmental Health Services area adjacent to Riley Street with wall built to height of existing ceiling and including a door and side light.
4. Complete renovations for Vital Statistics Area per floor plan with new service counter and counter door with window or entirely glass.
5. Add door with side lite to Riley Street Clinic meeting room to create office for Deputy Health Officer.
6. Add shower room in location of existing lactation room.

#### Second Floor

7. Library conference room to become office. Add glass panel to door.
8. Enclose copy room to make new office at HC 1. Fill in north wall; add door and side lite to south wall.
9. Create new conference area adjacent to women's restroom with 8'x4' window on south wall (reuse window between Vital Statistics and Humboldt lobby).
10. Add 8'X4' window to west wall of existing break room and install new VCT flooring or alternative.
11. Add conference room in NW corner with door and sidelight.



Both Floors

12. New carpet both floors except where heavy traffic or other areas have been recarpeted with blue carpet. Tenant to lift and remove furnishings as needed to enable recarpeting.
13. Painting as needed throughout both floors.

**Attachment C-2**

**Tenant's Design Requirements/Outline Specifications**

- I GENERAL REQUIREMENTS
- II CONSTRUCTION AND CODE CRITERIA
- III DESIGN REQUIREMENTS

Wood and Plastics

- A Cabinets

Thermal and Moisture Protection

- A Exterior Walls
- B Roofs

Windows and Doors

- A Windows
- B Doors
- C Hardware

Finishes

- A Floors
- B Carpet
- C Ceilings
- D Window Coverings
- E Painting

Specialties

- A Signs
- B Modular Systems Furniture

Special Construction

- A Sound Control

Mechanical

- A Plumbing
- B HVAC
- C Electrical

## I - GENERAL REQUIREMENTS

A The Premises shall consist of the Rentable and Usable square footage described in Section 1.1 of the Lease and appurtenant facilities complete and ready for occupancy and in accordance with the Final 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 the 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 must be secured before substitution. Any deviations from the Exhibits of the Lease shall require approval from the Tenant.

D Submit copies of design documents 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 design development stage. Tenant's conceptual approval will be required prior to moving on to the working drawing phase.

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

E 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 ss 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 insure that the plans are reviewed by the local Fire Marshal and that the Premises comply with local fire regulations, as appropriate.

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 especially 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, 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**

#### **Wood and Plastics**

A Cabinets:

1. Provide new cabinetwork as shown and where indicated on plan. Manufacture items per the current edition of the Woodwork Institute of California (WIC) "Manual of Millwork" standards for "Custom Grade" millwork. Each item of casework and plastic laminate counter top shall be built in accordance with WIC standards. Cabinet core materials shall be veneer core hardwood plywood or 3/4" medium density fiberboard (MDF). High-density particle board and tempered hardboard products will not be permitted. Countertop core materials shall be plywood. No product containing formaldehyde shall be used.
2. Cabinets shall be of sizes and types indicated on the plans. Unless otherwise noted, base cabinets shall have one row of drawers and one adjustable shelf below with hinged doors unless noted otherwise. Provide a 4" toe space at base cabinets. Upper cabinets shall have two rows of adjustable shelves and hinged doors unless noted otherwise. Access openings and other cutouts to plumbing and electrical fixtures and lines shall be provided by the cabinetmaker; field cutouts shall be minimized and shall be finished to match casework.
3. Counter tops and cabinets shall be covered with plastic laminate at all exposed surfaces. Counter tops shall be self-edged unless otherwise noted. Counter tops with sinks shall have a no-drip, bull-nose edge, and an integral cove, with a sanitary metal rim around the sink or a self-rim stainless steel sink. Other materials may be submitted to the Tenant for approval.
4. Where concealed, shelves may be of minimum 3/4", white melamine, per WIC Specifications. Cover exposed edges with plastic laminate or hardwood edging.
5. Face of millwork to be high-pressure decorative plastic laminate: NEMA LD-3 grades as required by Tenant Specifications. Use Formica, Wilsonart, Nevamar, or equal, subject to approval by Tenant.
6. Provide 3-way adjustable European-style concealed hinges and wire pulls plated to match hardware.
7. Finishes for casework shall be plastic laminate. Color to be selected by Tenant.
8. Design all casework to meet the requirements of ADA. Work surfaces and counters shall be adjustable in height wherever possible for accessibility and flexibility.

#### **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. Exterior walls shall be insulated such that the heat transfer values from the wall to the occupied space comply with CCR Title 24, Part 2.

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. Roof shall be insulated such that the heat transfer values from roof to occupied area complies with CCR Title 24.

## Windows and Doors

A Windows:

Glazed openings in office partitions shall have 3'-6" high sill unless noted otherwise on plans. Glass shall be clear unless noted otherwise and shall meet all applicable code requirements. All products shall be commercial grade.

B Doors:

1. All interior doors shall be of minimum dimension 3'-0" x 6'-8" x 1-3/4" thick, flush solid core wood. Doors with mortise locksets shall be solid core. Face veneer shall be rotary cut book-matched premium birch or maple or beech suitable for stained or natural transparent finish. All double doors to be "book matched".

2. Glass view panels in interior doors shall be minimum 3/16" clear float glass, tempered as required by code.

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.

C 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. Hardware to conform to existing hardware in building as nearly as possible.

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. **Provide 6-pin lock cylinders as necessary 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 leased public areas, and on other doors where noted on the plan. Spring-loaded hinges will not be allowed in lieu of door closers.

## Finishes

A Floors:

Concrete floors in janitor closets, heater or utility rooms shall be cleaned and treated with epoxy coating. Office areas throughout shall have carpet or other floor covering with 4" top-set rubber base, unless otherwise specified. Floor covering shall extend under counters and cabinets. Colors and patterns shall be as approved by Tenant.

B Carpet:

Carpeting may be either broadloom or carpet tiles. Approved products: Lees Commercial Grade - Lineage, Bigelow or other equivalent major manufacturer. 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

C Ceilings of office areas including reception, corridors shall conform to ceilings in adjacent areas of the Premises.

D Window Coverings (horizontal blinds) will be provided on all exterior windows and office sidelights to conform to existing horizontal

E Painting: Unless otherwise noted, all walls to be painted to conform with existing color palette in the Premises.

## Specialties

A Signs:

1. Interior: All signs to comply with California Accessibility Code 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.

2. Exterior: . Tenant to supply exterior signage as may be needed other than street number(s) which shall be provided by Landlord

B Modular Systems Furniture (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. 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 conforming to existing panel and panel sizes, point of connection (POC) for Landlord-supplied utilities (phone, data, electric), and utility requirements already installed in the Premises.

Tenant shall ensure that building electrical/mechanical systems and capacities are compatible with MSF design requirements and conform to existing panel and panel sizes, point of connection (POC) for Landlord-supplied utilities (phone, data, electric), and utility requirements already installed in the Premises, including any necessary junction boxes. Tenant shall be responsible for the connection of whips or other hardwiring systems to existing POCs already installed in the Premises.

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 mutual agreement..

Installation of MSF 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.

## Special Construction

A Sound Control: Construction of equipment rooms and toilet rooms shall be such as to prevent transmission of sound or vibration to office areas (minimum sound transmission class (STC) rating of 50 STC. Access to mechanical rooms shall not be through office areas. All other walls shall be a of minimum STC 35 rating.

## Mechanical

A Plumbing: If not shown on plans, provide plumbing fixtures for new shower room in number and type required by the California Plumbing Code. Provide hot and cold water per CPC and CCR Title 24, Part 5.

All fixtures provided for the Tenant's exclusive use, provide the following:

1. Set temperature of hot water to shower at maximum 105° F.

2. Water heater and storage tank for new shower room shall be fitted with an external insulation blanket rated at a minimum thermal resistance value of R-6.

B 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 new conference rooms.

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

The cooling load for the new conference rooms shall be based on occupancy of 25 SF per person.

Distribution ductwork shall be properly insulated in accordance with the California Mechanical Code (CMC). Ductwork shall be concealed or integrated into the architectural design of the interior space. Air distribution system shall be capable of draftless operation at acceptable noise level while handling designed flow of air. Return air shall be conducted through registers connected to ductwork or plenum above ceilings, except as otherwise approved by the Tenant. The ductwork construction and installation shall conform to the appropriate Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA) low velocity, high velocity, or fibrous glass duct construction standards.

Individual supply and return air outlets shall be provided in each enclosed area. Offices between 150 and 250 square feet shall be provided with one supply and one return air register. Undercutting of doors, door grilles, or jumper ducts are not acceptable alternates to ducted returns.

Minimum outside air ventilation shall be 20 cfm per person. The complete air system shall be checked, adjusted, and balanced during construction and re-balanced after occupancy by an established HVAC contractor in accordance with the AABC Standards. Certified balance reports shall be delivered to the Tenant upon occupancy of the building.

A design supply airflow of .75 cfm per s.f. in interior of windowless perimeter spaces is acceptable.

Thermostats shall be provided for the regulation of the "daytime" temperature in each new conference room.

One or more readily accessible, adjustable, automatic-control time clocks (7-day), battery, spring loaded, or energy management start/stop systems (micro processors) shall be provided to allow the shutoff and startup of the heating, ventilating, and cooling equipment for off-hour energy control. Locate control unit in mechanical room or as directed by the Tenant. Provide one-hour bypass timers where after-hours operation is noted on plans.

Filtration shall be provided for all ventilated (outside air) and re-circulated air.

All equipment shall be inspected for proper operation at least every quarter.

## **Electrical**

Relocate and/or provide fluorescent lighting at ceilings to provide watts/square foot required by Title 24 overall in new conference rooms. Lighting fixtures in new conference rooms shall be located such that illumination levels within each office are as evenly distributed as possible..

Wall switches shall control lights. All light switches shall be installed within the space controlled by them or near entrances and exits to areas served.

Provide motion sensors for new conference rooms.

Duplex convenience outlets shall be 20 ampere 125 volt 3 wire grounding type.

Landlord shall furnish certification from electrical contractor that this work has been installed in compliance with specifications and vendor's equipment requirements.

This specification must conform to the location of existing receptacles, phone jacks and communication conduit, including connections through existing power poles, for all freestanding work stations or other Tenant's furniture as

appropriate. Landlord shall not be required to make changes to accommodate New conference rooms, which shall be wired per specifications on the Final Plans.

## **END OF SPECIFICATIONS**

## Attachment D

### Landlord's Statement Regarding Tenant Improvements

The Tenant Improvement is six hundred thousand and no/100's dollars (\$600,000.00). While Landlord is responsible for costs over that amount to complete the agreed scope of work described in Attachment C-1 to this LIA, the parties will work together in good faith to complete all Tenant Improvements within that amount. If costs in certain line item categories are less than anticipated, including the 20% contingency in contractor's preliminary estimate, Landlord may utilize funds from such line item categories to cover cost overruns in other line item categories, if total costs to complete the scope of work described in Attachment C-1 proves be less than the amount indicated immediately above, such unexpended funds will be utilized to complete other work, beginning with the enlargement of the interior window at the top of the rear staircase, followed by priorities established by Tenant until such unexpended funds are exhausted.



EXHIBIT D

ACKNOWLEDGEMENT OF COMMENCEMENT DATE

Landlord and Tenant hereby acknowledge that the Commencement Date of that certain Lease dated \_\_\_\_\_, 20\_\_, for the premises located at 625 Fifth Street, Santa Rosa, California, occurred on \_\_\_\_\_, 20\_\_.

ACKNOWLEDGEMENT BY LANDLORD: By: \_\_\_\_\_  
Thomas A. Robertson, President  
San Francisco North Properties, Inc.  
General Partner of Sonoma Commercial  
Investors, L.P.

ACKNOWLEDGEMENT BY TENANT: County of Sonoma, a political subdivision  
of the State of California

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

Name: \_\_\_\_\_

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

## EXHIBIT E

### JANITORIAL SERVICES REQUIRED

#### Daily Service Five (5) Days Per Week

1. Replace lights as needed
2. Empty all waste baskets and other waste containers
3. Thorough vacuum
4. Dust all desks, chairs, tables, filing cabinets and other office furniture
5. Damp clean lobby counters
6. Clean and sanitize rest room fixtures, mirrors, chrome pipes, etc.
7. Clean splash marks from walls of rest rooms
8. Mop hard surface areas, bathrooms, break areas, food service, and lunch room
9. Refill soap, towel and paper containers
10. Clean and sanitize drinking fountains
11. Clean entrance glass
12. Damp clean table tops in coffee rooms
13. Clean kitchen sinks and counters
14. Sweep entryways
15. Spot clean carpets of small spillages, footprints, etc.
16. Keep janitor closets clean and orderly
17. Plumb toilets as needed

#### Weekly Service

1. Dust top of desk cabinets, files, chair rungs, baseboards, and picture frames (Hi-lo)
2. Clean all desk tops that are cleared
3. Clean hand marks from walls, doors, and woodwork
4. Vacuum all carpeting completely
5. Clean microwaves and refrigerators

#### Twice-Monthly Service

1. Dust high areas
2. Vacuum upholstered furniture
3. Clean lobby directories and fire extinguisher glass

#### Monthly Service

1. Vacuum dust and dirt accumulation from air-conditioning vents
2. Brush down cobwebs inside building
3. Dust blinds

#### Every Three Months

1. Wash inside windows and partitions
2. Supply and change entry mats
3. Scrub bathroom floors

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Annually

1. Vacuum blinds
2. Extract carpets

The above are considered the minimum standard janitorial items. Landlord is responsible for providing all services to the health and cleanliness of the leased facility.

BREAK ROOM/REST ROOMS

Nightly

1. Dust mop
2. Wet mop break room and kitchen
  - a. mats must be removed daily and cleaned of food debris
  - b. sweep and mop under all counters and sink area (including refrigerator)
3. Wet mop traffic aisles in dining area
4. Collect trash
5. Clean entrance door
6. Spot clean glass as needed

Every two weeks

1. Buff floor

Monthly

1. Vacuum air vents

Quarterly

1. Scrub breakroom/bathroom floors

Annually

1. Strip seal and wax floors (2x)

## 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 II(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)

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**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 G**

**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 - H**

# Lease Concession Amortization Schedule

LOAN DATA	TABLE DATA
Leasehold improvement costs <b>\$616,592.00</b> (DESIGN, CONSTRUCTION, ETC = \$350,000 + REAL ESTATE COMMISSION = \$256,592 + LEGAL FEE = \$10,000.00)	Table starts at date:
Annual interest rate: 7.0000%	or at payment number: 1
Term in years: 6	
Payments per year: 12	
First payment due: 1/1/19	

**PERIODIC PAYMENT**

Entered payment:	<b>\$0.00</b>	<i>The table uses the calculated periodic payment amount unless you enter a value for "Entered payment".</i>
Calculated payment:	<b>\$10,512.28</b>	

**CALCULATIONS**

Use payment of:	\$10,512.28	Beginning balance at payment 1:	616,592.00
1st payment in table: 1		Cumulative interest prior to payment 1:	0.00

## Table

No.	Termination Date	Lease Concession Fee	Interest	Principal	Ending Balance	Cumulative Interest
1	1/1/2019	616,592.00	3,596.79	6,915.49	609,676.51	3,596.79
2	2/1/2019	609,676.51	3,556.45	6,955.83	602,720.67	7,153.23
3	3/1/2019	602,720.67	3,515.87	6,996.41	595,724.26	10,669.10
4	4/1/2019	595,724.26	3,475.06	7,037.22	588,687.04	14,144.16
5	5/1/2019	588,687.04	3,434.01	7,078.27	581,608.76	17,578.17
6	6/1/2019	581,608.76	3,392.72	7,119.56	574,489.20	20,970.89
7	7/1/2019	574,489.20	3,351.19	7,161.09	567,328.11	24,322.07
8	8/1/2019	567,328.11	3,309.41	7,202.87	560,125.24	27,631.49
9	9/1/2019	560,125.24	3,267.40	7,244.88	552,880.36	30,898.89
10	10/1/2019	552,880.36	3,225.14	7,287.15	545,593.21	34,124.02
11	11/1/2019	545,593.21	3,182.63	7,329.65	538,263.56	37,306.65
12	12/1/2019	538,263.56	3,139.87	7,372.41	530,891.15	40,446.52
13	1/1/2020	530,891.15	3,096.87	7,415.42	523,475.73	43,543.38
14	2/1/2020	523,475.73	3,053.61	7,458.67	516,017.06	46,596.99
15	3/1/2020	516,017.06	3,010.10	7,502.18	508,514.88	49,607.09
16	4/1/2020	508,514.88	2,966.34	7,545.94	500,968.93	52,573.43
17	5/1/2020	500,968.93	2,922.32	7,589.96	493,378.97	55,495.75
18	6/1/2020	493,378.97	2,878.04	7,634.24	485,744.73	58,373.79
19	7/1/2020	485,744.73	2,833.51	7,678.77	478,065.96	61,207.30
20	8/1/2020	478,065.96	2,788.72	7,723.56	470,342.40	63,996.02
21	9/1/2020	470,342.40	2,743.66	7,768.62	462,573.78	66,739.68
22	10/1/2020	462,573.78	2,698.35	7,813.93	454,759.85	69,438.03
23	11/1/2020	454,759.85	2,652.77	7,859.52	446,900.33	72,090.80
24	12/1/2020	446,900.33	2,606.92	7,905.36	438,994.97	74,697.72
25	1/1/2021	438,994.97	2,560.80	7,951.48	431,043.49	77,258.52
26	2/1/2021	431,043.49	2,514.42	7,997.86	423,045.63	79,772.94
27	3/1/2021	423,045.63	2,467.77	8,044.51	415,001.12	82,240.71
28	4/1/2021	415,001.12	2,420.84	8,091.44	406,909.68	84,661.55
29	5/1/2021	406,909.68	2,373.64	8,138.64	398,771.04	87,035.19
30	6/1/2021	398,771.04	2,326.16	8,186.12	390,584.92	89,361.35
31	7/1/2021	390,584.92	2,278.41	8,233.87	382,351.05	91,639.76
32	8/1/2021	382,351.05	2,230.38	8,281.90	374,069.15	93,870.14
33	9/1/2021	374,069.15	2,182.07	8,330.21	365,738.94	96,052.21
34	10/1/2021	365,738.94	2,133.48	8,378.80	357,360.14	98,185.69
35	11/1/2021	357,360.14	2,084.60	8,427.68	348,932.46	100,270.29
36	12/1/2021	348,932.46	2,035.44	8,476.84	340,455.61	102,305.73
37	1/1/2022	340,455.61	1,985.99	8,526.29	331,929.32	104,291.72

38	2/1/2022	331,929.32	1,936.25	8,576.03	323,353.30	106,227.98
39	3/1/2022	323,353.30	1,886.23	8,626.05	314,727.24	108,114.20
40	4/1/2022	314,727.24	1,835.91	8,676.37	306,050.87	109,950.11
41	5/1/2022	306,050.87	1,785.30	8,726.98	297,323.89	111,735.41
42	6/1/2022	297,323.89	1,734.39	8,777.89	288,546.00	113,469.80
43	7/1/2022	288,546.00	1,683.18	8,829.10	279,716.90	115,152.98
44	8/1/2022	279,716.90	1,631.68	8,880.60	270,836.30	116,784.67
45	9/1/2022	270,836.30	1,579.88	8,932.40	261,903.90	118,364.54
46	10/1/2022	261,903.90	1,527.77	8,984.51	252,919.39	119,892.32
47	11/1/2022	252,919.39	1,475.36	9,036.92	243,882.47	121,367.68
48	12/1/2022	243,882.47	1,422.65	9,089.63	234,792.84	122,790.33
49	1/1/2023	234,792.84	1,369.62	9,142.66	225,650.18	124,159.95
50	2/1/2023	225,650.18	1,316.29	9,195.99	216,454.20	125,476.25
51	3/1/2023	216,454.20	1,262.65	9,249.63	207,204.56	126,738.89
52	4/1/2023	207,204.56	1,208.69	9,303.59	197,900.98	127,947.59
53	5/1/2023	197,900.98	1,154.42	9,357.86	188,543.12	129,102.01
54	6/1/2023	188,543.12	1,099.83	9,412.45	179,130.67	130,201.85
55	7/1/2023	179,130.67	1,044.93	9,467.35	169,663.32	131,246.77
56	8/1/2023	169,663.32	989.70	9,522.58	160,140.74	132,236.48
57	9/1/2023	160,140.74	934.15	9,578.13	150,562.61	133,170.63
58	10/1/2023	150,562.61	878.28	9,634.00	140,928.62	134,048.91
59	11/1/2023	140,928.62	822.08	9,690.20	131,238.42	134,871.00
60	12/1/2023	131,238.42	765.56	9,746.72	121,491.69	135,636.55
61	1/1/2024	121,491.69	708.70	9,803.58	111,688.12	136,345.26
62	2/1/2024	111,688.12	651.51	9,860.77	101,827.35	136,996.77
63	3/1/2024	101,827.35	593.99	9,918.29	91,909.06	137,590.76
64	4/1/2024	91,909.06	536.14	9,976.14	81,932.92	138,126.90
65	5/1/2024	81,932.92	477.94	10,034.34	71,898.58	138,604.84
66	6/1/2024	71,898.58	419.41	10,092.87	61,805.70	139,024.25
67	7/1/2024	61,805.70	360.53	10,151.75	51,653.96	139,384.78
68	8/1/2024	51,653.96	301.31	10,210.97	41,442.99	139,686.10
69	9/1/2024	41,442.99	241.75	10,270.53	31,172.46	139,927.85
70	10/1/2024	31,172.46	181.84	10,330.44	20,842.02	140,109.69
71	11/1/2024	20,842.02	121.58	10,390.70	10,451.31	140,231.27
72	12/1/2024	10,451.31	60.97	10,451.31	0.00	140,292.23

**PUBLIC NOTICE  
OF INTENT OF COUNTY  
TO EXECUTE AN AGREEMENT TO LEASE REAL PROPERTY**

NOTICE IS GIVEN that the Sonoma County Board of Supervisors intends to authorize the General Services Director to execute a lease renewal with Sonoma Commercial Investors L.P. as Landlord for 38,473 rentable square feet of office space at 625 5th Street, Santa Rosa, for a term of 6 years; rental payment of \$72,137 per month (\$865,644 per year), and tenant improvements completed by the landlord, in support of saving the Department of Health Services' Public Health Division an estimated \$1,554,925 over the 6 year lease term. Additional information regarding the proposed Lease Agreement is available for public review at the Office of the Director of the Sonoma County General Services Department, 2300 County Center Drive, Suite A200, Santa Rosa, California 95403. The Board of Supervisors will meet on or about October 9, 2018 at 8:30 a.m., at the Sonoma County Administration Building, Room 102A, 575 Administration Drive, Santa Rosa, California to consummate the Sublease Agreement.

Clerk of the Board of Supervisors

*Public notice of the County's intention to execute a Sublease Agreement shall be published once a week for three successive weeks in accordance with Government Code Section 25350 and 6063.*



**SONOMA COUNTY**  
**GENERAL SERVICES DEPARTMENT**

CAROLINE JUDY  
DIRECTOR

[ADMINISTRATIVE SERVICES](#) • [ENERGY & SUSTAINABILITY](#) • [FACILITIES DEVELOPMENT & MANAGEMENT](#) • [FLEET OPERATIONS](#) • [PURCHASING](#)

VIA Certified Mail, Return Receipt Request, and Email

September 11, 2018

Sonoma Commercial Investors, L.P., a California Limited Partnership  
Attn: Tom Robertson  
2949 A Pacific Avenue  
San Francisco, CA 94115

Re: Proposed Lease Agreement between Sonoma Commercial Investors, L.P., a California Limited Partnership ("Landlord"), and the County of Sonoma, a political subdivision of the State of California ("Tenant") for the premises located at 625 5<sup>th</sup> Street, Santa Rosa, CA ("Premises")

Dear Mr. Robertson,

The above-referenced proposed Lease Agreement, a Summary Report, and this Letter Agreement, is to go before the County of Sonoma Board of Supervisors on their September 11, 2018 Board meeting date with a request to the Board of Supervisors to give authorization to the Board Clerk to publish a notice declaring the intent of the Board of Supervisors to execute the Lease Agreement, and to give authorization to the County of Sonoma's General Services Director to execute this Letter Agreement. Upon the Board of Supervisors consent on September 11, the Lease Agreement and Summary Report will go before the County of Sonoma Board of Supervisors on their October 9, 2018 Board meeting date with a request for Board of Supervisor authorization to the County of Sonoma's General Services Director to execute the Lease.

In order to expedite construction for the Premises as defined by the above-referenced proposed Lease Agreement, the County is willing to guarantee certain costs thereof in the event that the Lease is not executed by the County, as outlined below, provided that Landlord diligently proceeds with design of the proposed Premises and applies for all applicable permits.

This guarantee is subject to the following conditions:

- (1) In the event the Lease Agreement is executed by County on or before October 30, 2018, then this guarantee shall be of no force or effect, and County shall not be required to reimburse Landlord for any costs.
- (2) In the event the Lease Agreement is not executed by County on or before October 30, 2018, then County shall reimburse Landlord for actual costs incurred in preparing architectural design development and construction drawings based on the preliminary space plan attached to the Lease; provided, however, that in no event shall County be required to reimburse Landlord in an amount greater than Fifteen



Thousand and No/100 Dollars (\$15,000.00), nor shall County be required to reimburse Landlord for any costs incurred after October 30, 2018.

(3) In the event the Lease Agreement is executed by County after October 30, 2018, then Landlord shall refund any monies received from County hereunder within thirty (30) days of the execution date of the Lease.

(4) This guarantee shall only be binding on County in the event it is executed by the General Services Director, or her Deputy.

If you are in agreement with the terms of this guarantee, please have the appropriate person sign this letter where indicated below and return a copy of it to me.

Very truly yours,

Caroline Judy, Director  
General Services Department  
County of Sonoma

“Landlord”: Sonoma Commercial Investors, L.P., a California Limited Partnership

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

Name: \_\_\_\_\_

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

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

“Tenant”: County of Sonoma, a political subdivision of the State of California

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

Caroline Judy, Director  
General Services Department

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

C: Barbie Robinson  
Rod Stroud

# Lease Termination Fee Schedule

Leasehold improvement costs	<b>\$616,592.00</b>
(DESIGN, CONSTRUCTION, ETC = \$350,000 + REAL ESTATE COMMISSION = \$256,592 + LEGAL FEE = \$10,000.00)	
Annual interest rate:	7.0000%
Term in years:	6

## Table

No.	Lease Termination Date	Termination Fee
1	1/1/2019	616,592.00
2	2/1/2019	609,676.51
3	3/1/2019	602,720.67
4	4/1/2019	595,724.26
5	5/1/2019	588,687.04
6	6/1/2019	581,608.76
7	7/1/2019	574,489.20
8	8/1/2019	567,328.11
9	9/1/2019	560,125.24
10	10/1/2019	552,880.36
11	11/1/2019	545,593.21
12	12/1/2019	538,263.56
13	1/1/2020	530,891.15
14	2/1/2020	523,475.73
15	3/1/2020	516,017.06
16	4/1/2020	508,514.88
17	5/1/2020	500,968.93
18	6/1/2020	493,378.97
19	7/1/2020	485,744.73
20	8/1/2020	478,065.96
21	9/1/2020	470,342.40
22	10/1/2020	462,573.78
23	11/1/2020	454,759.85
24	12/1/2020	446,900.33
25	1/1/2021	438,994.97
26	2/1/2021	431,043.49
27	3/1/2021	423,045.63
28	4/1/2021	415,001.12
29	5/1/2021	406,909.68
30	6/1/2021	398,771.04
31	7/1/2021	390,584.92
32	8/1/2021	382,351.05
33	9/1/2021	374,069.15
34	10/1/2021	365,738.94
35	11/1/2021	357,360.14
36	12/1/2021	348,932.46
37	1/1/2022	340,455.61
38	2/1/2022	331,929.32
39	3/1/2022	323,353.30
40	4/1/2022	314,727.24
41	5/1/2022	306,050.87
42	6/1/2022	297,323.89
43	7/1/2022	288,546.00
44	8/1/2022	279,716.90
45	9/1/2022	270,836.30

46	10/1/2022	261,903.90
47	11/1/2022	252,919.39
48	12/1/2022	243,882.47
49	1/1/2023	234,792.84
50	2/1/2023	225,650.18
51	3/1/2023	216,454.20
52	4/1/2023	207,204.56
53	5/1/2023	197,900.98
54	6/1/2023	188,543.12
55	7/1/2023	179,130.67
56	8/1/2023	169,663.32
57	9/1/2023	160,140.74
58	10/1/2023	150,562.61
59	11/1/2023	140,928.62
60	12/1/2023	131,238.42
61	1/1/2024	121,491.69
62	2/1/2024	111,688.12
63	3/1/2024	101,827.35
64	4/1/2024	91,909.06
65	5/1/2024	81,932.92
66	6/1/2024	71,898.58
67	7/1/2024	61,805.70
68	8/1/2024	51,653.96
69	9/1/2024	41,442.99
70	10/1/2024	31,172.46
71	11/1/2024	20,842.02
72	12/1/2024	10,451.31



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 27**  
(This Section for use by Clerk of the Board Only.)

**To:** Sonoma County Board of Supervisors

**Board Agenda Date:** September 11, 2018

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Marc McDonald, Real Estate, 707-565-3468  
Barbie Robinson, Health Services, 707-565-7876

**Supervisorial District(s):**

**Title:** License Agreement for Women's Recovery Services/A Unique Place

### **Recommended Actions:**

- A. Authorize the General Services Director to execute a license agreement with the Women's Recovery Services/A Unique Place, for use of a single-family dwelling located in west Santa Rosa, for a term of two (2) years through June 30, 2020; and to execute future amendments and associated documents.
- B. Make findings as required by Government Code Section 26227, that the proposed license agreement is necessary to meet the social needs of the population of the County, and that the County does not need the Premises during the term of the license agreements.

### **Executive Summary:**

This Board item involves the execution of a new license agreement, where County is the owner and Women's Recovery Services/A Unique Place is the tenant, for County real property consisting of a single-family dwelling, comprised of 1,102 sq. ft., located in west Santa Rosa, for the Department of Health Services program commonly known as "Hope House." The premises provide a sober living environment for use by women and their children, who are referred by the Department of Health Services, as they transition back into the community.

Staff requests that your Board authorize the Director of General Services to execute the proposed agreement, future amendments and associated documents required for the operation of the agreement, as reasonably requested by General Services staff, and in consultation with the County Counsel, which are consistent with the essential terms of the agreement and which do not extend the term of the agreement. Staff also requests that your Board make a finding pursuant to Government Code 26227 that the proposed agreement is necessary to meet the social needs of the population of the County and that the County does not need the Premises during the term of the license.

**Discussion:**

**Program.** The Hope Transition House Program is a transitional housing program (Program) that has been managed by the Women's Recovery Services/A Unique Place (Licensee) since 2013. The Program provides residential treatment services for drug- and/or alcohol-dependent women who have completed a 90-day program with Licensee. The Program provides a safe, sober, and clean lower level of care environment, and shared residence for women with young children for periods of up to two years, with an average length of stay of six months. The house manager works with the women to develop their sober living skills as well as managing home life in sobriety. The residents participate in regular one-on-one sessions and weekly on-site parenting counseling with the Children's Program Director. All residents attend outpatient aftercare and focus on reunification with their children. Children are permitted to stay overnight every weekend if residents are still in reunification process with Child Protective Services.

Licensee provides Program services pursuant to a services agreement between the County Department of Health Services (Health Services) and Licensee. The Department is currently working to assess the various types of contracted behavioral health services, including Program services provided by Licensee, to determine which services are suitable for procuring competitively. Prior to the end of the term of the proposed license agreement, the Department will have determined if the services provided by Licensee are suitable to be competitively procured. If appropriate, the services currently provided by Licensee will be included in the Department-wide plan for competitive procurement, which was discussed with the Board during a presentation at the May 8, 2018 Board meeting regarding the Department's fiscal challenges and the re-design of the behavioral health system. Should it be determined that Licensee is the only suitable vendor for providing Program services, the Department will request procurement on a single/sole source basis.

The Hope Transition House facility is a single-family dwelling, comprised of 1,102 sq. ft. (Premises) and located in west Santa Rosa. The Premises has a maximum capacity for six women and up to three children (infants and or children up to the age of 7). Weekly staff-facilitated aftercare meetings are provided at Premises.

**Funding.** Funding for operation of the Program and Premises is provided through Substance Abuse Prevention and Training grant funding, 2011 Realignment funding, and the General Fund.

**License Agreement.** On March 13, 2013, County executed a license agreement (2013 Agreement) with the Licensee for use of the current County-owned, single-family dwelling to provide residential treatment services for clients referred by Health Services. The 2013 Agreement expired on March 28, 2018. Health Services has requested an extension of the 2013 Agreement to allow for continuity of services for its clients at the current location. General Services staff has prepared a new agreement rather than extending the original agreement. The licensee is holding over on a month-to-month basis, pending execution of the proposed agreement.

**Proposed License Agreement.** Staff has prepared a new agreement (proposed Agreement) with the following terms:

Term:	Year-to-year, not to exceed two (2) years. County may terminate with 30 days' notice to the Licensee.
Premises:	Single-family dwelling, comprised of 1,102 sq. ft., located in west Santa Rosa.
Consideration:	No monetary consideration is charged for the proposed Agreement. Please see Public Benefit section below.

**Public Benefit.** Section 26227 of the Government Code allows the County to enter into the proposed Agreement, provided the Board makes a finding that the Agreement is necessary to meet the social needs of the population of the County and that it will not substantially conflict or interfere with the use of the property by the County. Staff suggests that the provision of this Agreement is in the best interests of the public in the areas of rehabilitation and social welfare, as the Premises are used by the Licensee, who provides residential treatment services to drug and/or alcohol-dependent women (and their children), to assist with transitioning these families back into their communities, after treatment. There is no other proposed use for the premises at this time or during the term of the proposed Agreement.

**Prior Board Actions:**

None.

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

The proposed Agreement serves to facilitate the economical and efficient provision of residential treatment services for drug- and/or alcohol-dependent women provided at the Hope Transition House facility.

<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 18-19 Adopted</b>	<b>FY 19-20 Projected</b>	<b>FY 20-21 Projected</b>
Budgeted Expenses	0		
Additional Appropriation Requested	0		
<b>Total Expenditures</b>	<b>0</b>		
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>	<b>0</b>		
<b>Narrative Explanation of Fiscal Impacts:</b>			
There is no direct fiscal impact associated with the proposed Agreement. The Department of Health Services funds Women’s Recovery Services for the services provided in a services contract.			
<b>Staffing Impacts</b>			
<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A – I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
None.			
<b>Attachments:</b>			
Attachment 1: Copy of proposed license agreement			
<b>Related Items “On File” with the Clerk of the Board:</b>			
None.			

## REVOCABLE LICENSE AGREEMENT FOR USE OF COUNTY FACILITIES

This Revocable License Agreement ("Agreement"), made and entered into on \_\_\_\_\_, 2018 ("Effective Date"), is by and between the **COUNTY OF SONOMA**, a political subdivision of the State of California ("County"), and **WOMEN'S RECOVERY SERVICES, A UNIQUE PLACE**, a California corporation ("Licensee"). County and Licensee are sometimes collectively referred to herein as the "parties" and singularly, a "party."

### RECITALS

WHEREAS, County and Licensee have entered into that certain Agreement for Services ("Service Agreement"), for Licensee to provide residential treatment service for drug/alcohol dependent women and their children. Said Service Agreement is renewed annually by the County Department of Health Services; and

WHEREAS, pursuant to the Service Agreement, Licensee intends to provide a residential treatment program for clients referred by Sonoma County Department of Health Services; and

WHEREAS, Licensee desires to utilize certain County-owned real property, located in west Santa Rosa, California in connection with providing the services described in the Service Agreement; and

WHEREAS, County is willing to allow Licensee use of such real property subject to all the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the Premises and of the agreements of the respective parties herein set forth, it is mutually agreed as follows:

### AGREEMENT

1. License. The County hereby grants Licensee a license, subject to all the terms and conditions of this Agreement, to use that portion of County real property described in Section 2 below.
2. Premises. Licensee is hereby permitted to use the County real property as specifically shown on Exhibit A attached hereto and made a part hereof ("Premises"), consisting of one (1) single-family dwelling, comprised of approximately one thousand one hundred two (1,102) sq. ft., located in Santa Rosa, California.
3. Non-exclusive License. The license herein granted is non-exclusive. County continues to maintain and control the Premises including, without limitation, leasing, sub-leasing and granting of additional licenses.
4. Term.
  - 4.1 Term. The initial term of this Agreement shall commence on the Effective Date, and expire on June 30, 2020, unless earlier terminated in accordance with Section 21 below.



- 4.2 Term Concurrent with Service Agreement. Notwithstanding anything contained in this Agreement to the contrary, in the event the Service Agreement expires or is otherwise terminated, this Agreement shall automatically terminate effective the date the Service Agreement expires or terminates.
5. Consideration. Pursuant to California Government Code Section 26227, no monetary consideration shall be paid by Licensee to County for use of the Premises, so long as Licensee complies with the conditions pertaining to use of the Premises as set forth herein.
6. Use. Licensee's use shall be limited to the uses as set forth in the Service Agreement. No other use shall be permitted. The rules and regulations attached hereto as **Exhibit B**, as well as such rules and regulations as may be adopted by County and provided to Licensee for the safety, care and cleanliness of the Premises and the building of which they are a part and the preservation of good order thereon are hereby expressly made a part hereof, and Licensee hereby agrees to comply with them.
7. Equipment Installation and Operation. Licensee shall install the equipment, described in **Exhibit C**, at its sole cost and expense, subject to the prior written approval of County of its location and connection methods. Licensee's equipment shall be installed, operated and maintained in accordance with the highest standards now or hereafter generally employed for similar equipment. In the event the installation, operation or maintenance of said equipment causes any direct or indirect interference with the operation of County's facilities, equipment or the equipment of County's tenants, or other licensees, Licensee shall correct said interference, at its sole cost and expense, to the satisfaction of County. In the event said interference cannot be corrected, Licensee shall promptly remove said equipment.
8. Taxes. Licensee agrees to pay any and all lawful taxes, assessments, or charges which may at any time be levied by any public entity upon any improvements made as a result of this Agreement.
9. Possessory Interest. Licensee expressly recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that Licensee may be subject to the payment of property taxes levied on such interest.
10. Compliance with Laws. Licensee has represented to County and hereby warrants that Licensee has complied with all laws applicable to the acceptance and use of the license herein granted. Licensee shall observe and comply at all times with all applicable federal, state and county statutes and ordinances, rules, regulations, directives, and orders of governmental agencies now in force or which may hereinafter be in force relating to or affecting the use of the license herein granted.
11. Waste; Nuisance. Licensee shall not commit, suffer, or permit the commission by others of: (i) any waste or nuisance on the Premises; (ii) any action or use of the Premises which interferes or conflicts with the use of the Premises by County or any authorized person; or (iii) any action on the Premises in violation of any laws or ordinances.

12. Inspection. County shall be permitted to enter and inspect the licensed Premises at any and all times.
13. Extent of Grant of License. This Agreement and the license herein granted are valid only to the extent of County's jurisdiction as a landowner or tenant of the Premises. Acquisition of any other necessary permits or entitlements for use are the responsibility of Licensee. NOTHING CONTAINED IN THIS AGREEMENT SHALL BE CONSTRUED AS A RELINQUISHMENT OF ANY RIGHTS NOW HELD BY COUNTY.
14. Deposit Refund. Licensee agrees that the deposit, if any be required, made upon execution by Licensee of this Agreement shall not be refundable for any reason unless County, in its absolute discretion, determines such a refund in whole or in part, to be warranted.
15. Bankruptcy. In the event of bankruptcy of Licensee or writ of attachment of execution against Licensee, this Agreement shall, at the option of the County, immediately terminate.
16. Non liability of County. County, its officers, agents, and employees shall not be liable to Licensee for any loss or damage to Licensee or Licensee's property from any cause. Licensee expressly waives all claims against County, its officers, agents, and employees, unless such injury or damage is caused by or due to the sole negligence or willful misconduct of County, its officers, agents, and employees. Licensee hereby agrees to accept the Premises in its "as-is" physical condition and its "as-is" state of repair.
17. Indemnification. Licensee agrees to accept all responsibility for loss or damage to any person or entity, including but not limited to County, and to defend, indemnify, hold harmless, reimburse and release County, its officers, agents, and employees, from and against any and all actions, claims, damages, disabilities, liabilities and expense, including but not limited to attorneys' fees and the cost of litigation incurred in the defense of claims as to which this indemnity applies or incurred in an action by County to enforce the indemnity provisions herein, whether arising from personal injury, property damage or economic loss of any type, that may be asserted by any person or entity, including Licensee, arising out of or in connection with any of the circumstances described in Sections 17.1, 17.2, 17.3 and 17.4, whether or not there is concurrent negligence on the part of County, but, to the extent required by law, excluding liability due to the sole or active negligence or due to the willful misconduct of County. If there is a possible obligation to indemnify, Licensee's duty to defend exists regardless of whether it is ultimately determined that there is not a duty to indemnify. County shall have the right to select its own legal counsel at the expense of Licensee, subject to Licensee's approval, which approval 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 Licensee or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.
  - 17.1 Use of Premises. Use of the Premises in any manner by Licensee, its agents, employees, invitees, subtenants, licensees and contractors, and

the agents, employees, patrons, contractors and invitees of subtenants, including any use of the Premises not allowed under this Agreement.

- 17.2 Breach by Licensee. Any breach by Licensee of the terms, covenants or conditions herein contained.
- 17.3 Approval of Agreement. The approval of this Agreement by County.
- 17.4 Other Activities. Any other activities of Licensee, its agents, employees and subtenants.
18. Insurance. With respect to the rights granted hereunder, Licensee shall maintain and shall require all of its subcontractors to maintain insurance as described in **Exhibit D** attached hereto and made a part hereof.
19. Liability for Loss or Damage to County Property. Licensee shall be liable to County for any loss or damage to the Premises arising from or in connection with Licensee's performance hereunder or any of its officers, agents, and employees.
20. Nondiscrimination. In the performance of this Agreement, Licensee shall comply with all applicable federal, state and local laws, rules and regulations regarding nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, sexual orientation, marital status, age, medical condition or disability.
21. Termination by County. County may terminate this Agreement for any reason whatsoever upon thirty (30) days prior written notice to Licensee.
22. License is Personal. The license herein granted is personal to Licensee and no right hereunder may be assigned, sublet, or otherwise transferred in whole or in part without the prior written consent of County, and any attempt to assign, sublet or transfer shall be of no force or effect whatsoever unless and until County shall have given its written consent thereto. County may withhold its consent for any reason.
23. Provisions are Conditions of Use/Occupancy. Each provision of this Agreement shall be deemed a condition of the right of Licensee to use or continue to occupy the Premises. Notwithstanding anything stated to the contrary herein, if Licensee fails to perform any provision of this Agreement at the time and in the manner herein provided, County may at its option immediately terminate this Agreement; this right to terminate shall be cumulative to any other legal right or remedy available to County.
24. Licensee to Act in Independent Capacity. Licensee, its officers, agents, and employees shall act in an independent capacity and shall not represent themselves to be or be construed to be officers, agents, or employees of County.
25. License Not a Lease. This Agreement does not constitute a lease, but constitutes a mere revocable license and Licensee is limited to the use of the Premises expressly and specifically described above. If access routes are not specifically described in Section 2 of this Agreement, Licensee shall be entitled to use only the access route(s) designated by the County. Licensee shall have no right or privilege in any respect whatsoever to use any other part of the

property of County for any purpose whatsoever. Licensee disclaims any interest that when coupled with the license herein granted would render it irrevocable.

26. Notice. Any notice required or permitted to be given under this Agreement shall be in writing. Delivery of such written notice shall be conclusively taken as sufficiently given forty-eight (48) hours after deposit in the United States Mail, registered or certified, return receipt requested, with the postage thereon fully prepaid, addressed as follows:

If to COUNTY:           **COUNTY OF SONOMA**  
General Services Department,  
Attn: Real Estate Manager  
2300 County Center Drive, Suite A220  
Santa Rosa, CA 95403

*With a copy to:*       **COUNTY OF SONOMA**  
Department of Health Services  
Attn: Administration  
3313 Chanate Road  
Santa Rosa, CA 95403

If to LICENSEE:       **WOMEN'S RECOVERY SERVICES, A UNIQUE PLACE**  
Attn: Linda Carlson, Executive Director  
P.O. Box 1356  
Santa Rosa, CA 95402

Either party may at any time change its address for notices by giving written notice of such change to the other party in the manner provided in this Section 26.

27. No Continuing Waiver. The waiver by County of any breach of any of the provisions of this Agreement shall not constitute a continuing waiver of any subsequent breach of the same, or of any other provision of this Agreement.
28. Surrender. Upon the expiration or sooner termination of this Agreement, Licensee, at its sole cost and expense, shall remove, revise, or relocate such of its structures and equipment as is designated by County, restore the Premises to its original condition, and vacate the Premises. Should Licensee neglect to restore the Premises to a condition satisfactory to County, County may perform such work or have the work performed, and Licensee shall immediately reimburse County for all direct and indirect costs associated with such work upon receipt of a statement therefor.
29. General Provisions.
- 29.1 Time of Essence. Time is and shall be of the essence of this Agreement and of each and every provision contained in this Agreement.
- 29.2 Incorporation of Prior Agreements; Amendments. This Agreement contains all the agreements of the parties with respect to any matter mentioned herein. No prior agreement, or understanding pertaining to any such matter shall be effective. This Agreement may be modified in writing only, signed by the parties in interest at the time of the

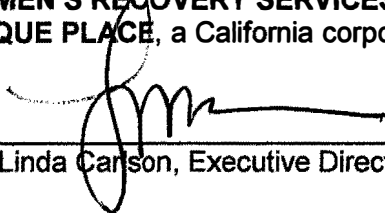
modification, and this sentence may not be modified or waived by any oral agreement, whether executed or unexecuted.

- 29.3 Binding Effect; Choice of Law. This Agreement shall be binding upon and inure to the benefit of the parties, their personal representatives, successors, and assigns. This Agreement shall be governed by the laws of the State of California and any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Sonoma.
- 29.4 Amount Due Payable in U.S. Money. All sums payable under this Agreement must be paid in lawful money of the United States of America.
- 29.5 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.
- 29.6 Construction of Agreement; Severability. To the extent allowed by law, the provisions in this Agreement shall be construed and given effect in a manner that avoids any violation of statute, regulation, or law. County and Licensee agree that in the event any provision in this Agreement is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such provision shall in no way affect any other provision in this Agreement. Licensee 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. Licensee and County further acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.
- 29.7 Relationship. The parties intend by this Agreement to establish the relationship of licensor and licensee only, and do not intend to create a partnership, joint venture, joint enterprise, or any business relationship other than that of licensor and licensee.
- 29.8 Captions. The captions in this Agreement are for convenience only and are not a part of this Agreement. The captions do not in any way limit or amplify the provisions hereof, and shall have no effect upon the construction or interpretation of any part hereof.

**LICENSEE HAS CAREFULLY READ AND CONSIDERED THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND HEREBY AGREES THAT LICENSEE SHALL BE BOUND BY ALL SAID TERMS AND CONDITIONS.**

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

"LICENSEE": **WOMEN'S RECOVERY SERVICES, A  
UNIQUE PLACE**, a California corporation

By:   
Linda Carlson, Executive Director

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

By: \_\_\_\_\_  
Caroline Judy, Director  
Department of General Services

The General Services Director is authorized to execute this Agreement, pursuant to the Board of Supervisors' summary dated \_\_\_\_\_, 2018.

APPROVED AS TO FORM  
FOR COUNTY:

\_\_\_\_\_  
Elizabeth Coleman With  
Deputy County Counsel

APPROVED AS TO SUBSTANCE  
FOR COUNTY:

\_\_\_\_\_  
Michael Kozart, Mental Health Medical Director  
Department of Health Services

\_\_\_\_\_  
Marc McDonald, Real Estate Manager

CERTIFICATE OF INSURANCE  
ON FILE WITH DEPARTMENT:

Reviewed by: \_\_\_\_\_ Date: \_\_\_\_\_

**Exhibit A**

[DESCRIPTION/DEPICTION OF THE PREMISES]

One (1) single-family dwelling, comprised of approximately one thousand one hundred two (1,102) sq. ft., located in Santa Rosa, California.

## Exhibit B

### RULES AND REGULATIONS

1. No sign, placard, picture, advertisement, name or notice shall be inscribed, displayed, printed or affixed on or to any part of the outside or inside of the building of which the Premises are comprised or are a part without the written consent of County first had and obtained, and County shall have the right to remove any such sign, placard, picture, advertisement, name or notice without notice to and at the expense of Licensee.

All approved signs or lettering on doors shall be printed, painted, affixed or inscribed at the expense of Licensee by a person approved of by County.

Licensee shall not place anything or allow anything to be placed near the glass of any window, door, partition or wall which may appear unsightly from outside the Premises. Licensee shall not, without prior written consent of County, sunscreen any window.

2. The sidewalks, halls, passages, exits, entrances, elevators and stairways shall not be obstructed by Licensee or used for any purpose other than for ingress to and egress from the Premises.
3. Licensee shall not alter any lock or install any new or additional locks or any bolts on any doors or windows of the Premises.
4. The toilet rooms, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be thrown therein and the expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by Licensee.
5. Licensee shall not overload the floor of the Premises or in any way deface the Premises or any part thereof.
6. No furniture, freight or equipment of any kind shall be brought into the Premises without the prior notice to County, and all moving of the same into or out of the building of which the Premises are comprised or are a part shall be done at such time and in such manner as County shall designate. County shall have the right to prescribe the weight, size and position of all safes and other heavy equipment brought into the Premises and also the times and manner of moving the same in and out of the Premises. Safes or other heavy objects shall, if considered necessary by County, stand on support of such thickness as is necessary to properly distribute the weight. County will not be responsible for loss of or damage to any such safe and property from any cause, and all damage done to the building by moving or maintaining any such safe or other property shall be repaired at the expense of Licensee.
7. Licensee shall not use, keep or permit to be used or kept any foul or noxious gas or substance in the Premises, or permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to the County or other occupants of the building of which the Premises are comprised or are a part by reason of



noise, odors and/or vibrations, or interfere in any way with other occupants or those having business therein, nor shall any animals or birds be brought in or kept in or about the Premises. Disability assistance animals shall, however, be permitted in the Premises.

8. Cooking, washing clothes and lodging shall be permitted on the Premises by Licensee. The Premises shall not be used for any improper, objectionable or immoral purposes.
9. Licensee shall not use or keep in the Premises any kerosene, gasoline or inflammable or combustible fluid or other hazardous material, or use any method of heating or air conditioning other than that supplied by County.
10. County will direct electricians as to where and how telephone and telegraph wires, if any, are to be introduced. No boring or cutting for wires will be allowed without the consent of County. The location of telephones, call boxes and other office equipment affixed to the Premises shall be subject to the approval of County.
11. County shall in no case be liable for damages for any error with regard to the admission to or exclusion from the building or Premises of any person. In case of invasion, mob, riot, public excitement or other commotion, County reserves the right to prevent access to the Premises during the continuance of the same by closing of the doors or otherwise, for the safety of the occupants and protection of property in the building and the building.
12. County reserves the right to exclude or expel from the Premises any person who, in the judgment of County, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of these rules and regulations or the Agreement to which these rules and regulations are made a part.
13. No vending machine or machines of any description shall be installed, maintained or operated upon the Premises without the written consent of the County.
14. County shall have the right, exercisable without notice and without liability to Licensee, to change the name and street address of the building of which the Premises are comprised or are a part.
15. Licensee shall not disturb, solicit or canvass any occupant of the building of which the Premises are comprised or are a part and shall cooperate to prevent same.
16. Without the written consent of County, Licensee shall not use the name of the building of which the Premises are comprised or are a part in connection with or in promoting or advertising the business of Licensee except as Licensee's address.
17. County shall have the right to control and operate the public portions of the building of which the Premises are comprised or are a part and the public facilities and heating and air conditioning, as well as facilities furnished for the

common use of the occupants, in such manner as it deems best for the benefit of the occupants generally.

18. All entrance doors shall be left locked when the Premises are not in use, and all doors opening to public corridors shall be kept closed except for normal ingress and egress from the Premises.

**Exhibit C**

**LICENSEE'S EQUIPMENT**

**None.**

## Exhibit D

### INSURANCE REQUIREMENTS

Licensee shall maintain and require its subcontractors and agents to maintain, during the term of this Revocable License Agreement (“Agreement”) or any extensions of the term, insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*.

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 Licensee from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the term of this Agreement.

#### 1. **Workers Compensation and Employers Liability Insurance**

- a. Required if Licensee 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. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against County.
- e. Required Evidence of Insurance:
  - i. Subrogation waiver endorsement; and
  - ii. Certificate of Insurance.

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

#### 2. **General Liability Insurance**

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; the General Aggregate shall apply separately to each location. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Licensee maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Licensee.
- 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. Licensee is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Licensee has a claim against the insurance or is named as a party in any action involving the County.
- d. **County of Sonoma, its officers, agents and employees** shall be additional insureds for liability arising out of the Licensee's operations or premises rented to Licensee (ISO 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 be endorsed to include a written waiver of the insurer's right to subrogate against County.
  - g. The policy shall cover inter-insured suits between County and Licensee and include a "separation of insureds" or "severability" clause which treats each insured separately.
  - h. Required Evidence of Insurance:
    - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
    - ii. Certificate of Insurance.
3. **Property Insurance for Business Personal Property and Licensee's Improvements**  
*(Required only during the Post-Construction Period)*
- a. Property insurance on a "special form" or "all risks" basis.
  - b. Minimum Limit: the full current combined replacement cost of Licensee's Business Personal Property and Licensee's improvements.
  - c. The insurance shall apply on a replacement cost basis, without deduction for depreciation.
  - d. Licensee shall disclose any deductible or self-insured retention in excess of \$25,000 and such deductible or self-insured retention must be approved in advance by County. Licensee is responsible for any deductible or self-insured retention.
  - e. Required Evidence of Insurance: Certificate of Property Insurance or Evidence of Commercial Property Insurance.
4. **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 Licensee currently owns no autos, Licensee 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.
5. **Increases in Limits of Insurance**  
 County may periodically require higher policy limits if such increased limits are reasonably available in commercial insurance markets.
6. **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.
7. **Documentation**
- a. The Certificate of Insurance must include the following reference: **Licensed premises located in Santa Rosa, California.**
  - b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Licensee agrees to maintain current Evidence of Insurance on file with County for the required period of insurance.
  - c. The name and address for Additional Insured endorsements and Certificates of Insurance is: **County of Sonoma, its officers, agents and employees, in c/o General Services Department, Attn: Real Estate Manager, 2300 County Center Drive, Suite A220, 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. Licensee 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.

**8. Policy Obligations**

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

**9. Material Breach**

If Licensee 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 Licensee resulting from said breach. Alternatively, County may purchase such required insurance and Licensee shall immediately reimburse County for 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: 28**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors of Sonoma County

**Board Agenda Date:** September 11, 2018

**Vote Requirement:** 4/5

**Department or Agency Name(s):** Department of Health Services

**Staff Name and Phone Number:**

Barbie Robinson, 565-7876

**Supervisorial District(s):**

**Title:** Crisis Counseling Program Grant – Kaiser Foundation Hospital Fund

### **Recommended Actions:**

Authorize the Director of Health Services to execute a grant agreement with Kaiser Foundation Hospital Fund for Community Benefit Programs at the East Bay Community Foundation to accept \$1,000,000 in revenue to support the Crisis Counseling Program for the period January 1, 2019 through September 30, 2019.

Authorize the Director of Health Services to execute amendments to agreements with four partner organizations to support an extension of Crisis Counseling Assistance and Training Program services in Sonoma County, increasing each contract by \$243,269 resulting in a new total not-to-exceed amount of \$1,217,435 per contract, for a new combined total amount of \$4,869,740 through June 30, 2019.

Adopt a resolution adjusting the fiscal year 2018-2019 final budget by increasing revenues and expenditures in the Department of Health Services by \$1,000,000 to reflect receipt of Kaiser Foundation Hospital Fund for Community Benefit Programs at the East Bay Community Foundation grant revenue and associated expenditures. (4/5 vote required)

### **Executive Summary:**

In response to the Sonoma Complex Fires, the California Department of Health Care Services awarded two grants to the County of Sonoma to implement the Crisis Counseling Assistance and Training Program, with a total combined grant funding amount of \$4,365,844. Grant funding is being used to fund crisis counseling services through partner organizations, as well as to fund County staff and expenses required to manage the project.

Federal Emergency Management Agency funding for the Crisis Counseling Assistance and Training Program will end in January 2019. The need for crisis counseling services has continued to increase since the fires and it is anticipated that there will be a need for services beyond January. Given this anticipated and continuing need for services in the community, Health Services applied to Kaiser Foundation Hospital Fund for Community Benefit Programs at the East Bay Community Foundation to

request funding that will support crisis counseling services related to the Sonoma Complex Fires beyond January 2019. Kaiser has approved a funding award of \$1,000,000.

This item also requests approval of an adjustment to the fiscal year 2018-2019 final budget to increase revenues and expenditures in the Department of Health Services by \$1,000,000 to reflect receipt of Kaiser Foundation Hospital Fund for Community Benefit Programs at the East Bay Community Foundation grant revenue and associated expenditures.

**Discussion:**

The Federal Emergency Management Agency's Crisis Counseling Assistance and Training Program provides short-term disaster relief grants to states after a presidential major disaster declaration to support community-based outreach, counseling, and other mental health services to survivors of disasters. As a result of the Sonoma Complex Fires, Sonoma County received two grant awards with combined funding of \$4,365,844. Grant funding is being used to fund crisis counseling services through partner organizations, as well as to fund County staff and expenses required to manage the project.

Federal Emergency Management Agency funding for the Crisis Counseling Assistance and Training Program will end in January 2019. The need for crisis counseling services has continued to increase since the fires and it is anticipated that there will be a need for services beyond January. Given this anticipated and continuing need for services, Health Services applied to Kaiser Foundation Hospital Fund for Community Benefit Programs at the East Bay Community Foundation to request funding that will support the continuation of crisis counseling services related to the Sonoma Complex Fires beyond January 2019. Kaiser has approved a funding award of \$1,000,000, which will support recovery-related crisis counseling services well into calendar year 2019.

By utilizing funding from Kaiser, the Department can continue to provide crisis counseling services associated with recovery from the Sonoma Complex Fires through June 2019. Program services include the following: assisting disaster survivors in understanding their current situation and reactions, mitigating stress, assisting survivors in reviewing their disaster recovery options, promoting the use and development of coping strategies, providing emotional support, and encouraging linkages with other individuals and agencies who may help survivors recover to pre-disaster functioning. Crisis counselors actively connect survivors of the Sonoma Complex Fires with established support structures for assistance in addressing longer term needs. Services are provided in individual, family, and group settings. Public education services, including the development and distribution of educational materials, are also provided.

Crisis counseling services associated with the Sonoma Complex Fires are primarily provided through services agreements with four community partners. Special attention has been given to target populations at higher risk for developing serious stress reactions including children and youth, parents and other caregivers, people with prior trauma, people with mental illness, people with a history of substance abuse, people with disabilities, the Latino community, and older adults. The Department has made services available in all areas of the County with teams dedicated to each region or area. The Department executed services agreements with four providers in March 2018 and amended the agreements in June 2018, with each currently having a contract amount of \$974,166. The four providers are Council on Aging, Goodwill Industries of the Redwood Empire, Petaluma People Services Center, and West County Community Services. With the additional funding from Kaiser, the Department proposes to amend the four partner agreements to include additional funding in the amount of \$243,269 per agreement, increasing the per-contract amount to \$1,217,435, for a new combined total amount of



\$4,869,740 through June 30, 2019. With this additional funding, the four community partners will provide continued crisis counseling services equivalent to the services funded by the Federal Emergency Management Agency grants.

In addition to contracted program services, Kaiser grant funding of \$26,924 will be used to fund County staff and expenses required to manage the project through June 30, 2019. Grant funding for crisis counseling services, including funding from both the Federal Emergency Management Agency and Kaiser, is anticipated to total \$5,365,844.

This item includes a request for an adjustment to the fiscal year 2018-2019 final budget to provide for Kaiser grant revenue and associated expenditures of \$1,000,000 for fiscal year 2018-2019.

### **Crisis Counseling Assistance and Training Program Outcomes**

In October 2017, during the initial phase of the program, 22 Sonoma County Behavioral Health staff were trained in the Crisis Counseling Assistance and Training Program model. This training included specialized behavioral health disaster intervention training. Since expansion to contracted services in March 2018, 43 additional contractor staff have received specialized training. Program outcomes are as follows (data current to July 31, 2018):

#### Individual Contacts (counseling contacts lasting 15 minutes or more)

- During the initial phase at the Local Area Assistance Center - 637
- From March through present in wider community – 607 Contacts (849 individuals)

#### Groups and Public Education Events (town halls, support groups, etc.)

- Total participants – 30,443
- During initial phase (October to December) - 26,002
- From January through present – 4,441

#### Brief Contacts (supportive contact lasting 15 minutes or less)

- Total in-person brief supportive contact (at shelters, tabling events, resource fairs, site and school re-entry, neighborhood events) – 24,057; including Immediate Services Program - 20,519 and Regular Services Program – 3,538
- Total telephone contacts by crisis counselors - 1,761; including Immediate Services Program - 1,375 and Regular Services Program - 386
- Hotline contacts - 3 (Immediate Services Program) and 9 (Regular Services Program)
- Total E-mail contacts – 357; including 8 (Immediate Service Program); 349 (Regular Services Program)
- Total community networking and coalition building contacts – 1,500; including Immediate Services Program – 410 and Regular Services Program – 1,090

#### Materials Distributed (brochures, tip sheets, resource guides, etc.)

- Total materials handed to people in-person – 10,182; including Immediate Services Program – 3,390 and Regular Services Program – 6,792
- Total materials mailed or left at people's homes - 67; including Immediate Services Program – 26 and Regular Services Program – 41
- Total materials left in public places – 1,453; including Immediate Services Program – 402 and Regular Services Program – 1,051

- Total materials distributed by mass media (radio, TV, internet) – 220; including Immediate Services Program – 200 and Regular Services Program - 20
- Total materials distributed by social media/networking – 147; including Immediate Services Program – 128 and Regular Services Program - 19

The Federal Emergency Management Agency target for the Crisis Counseling Program is 9,677 contacts for each phase (Immediate and Regular). The Program team exceeded the first phase target considerably and also exceeded the second phase target as of July 31, 2018.

**Prior Board Actions:**

On June 5, 2018 the Board approved amendments to agreements with four partner organizations to support implementation of the Crisis Counseling Assistance and Training Program – Immediate and Regular Services Programs in Sonoma County, increasing each contract by \$178,006 resulting in a new total not-to-exceed amount of \$974,166 per contract, for a new combined total amount of \$3,896,664 through January 29, 2019.

On March 13, 2018 the Board approved agreements with four partner organizations to support implementation of the Crisis Counseling Assistance and Training Program – Immediate and Regular Services Programs in Sonoma County for the period March 13, 2018 through December 31, 2018 with a total amount not to exceed \$3,184,640.

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

Crisis counseling services for individuals impacted by the recent Sonoma Complex Fires supports recovery of affected individuals to pre-disaster functioning.

<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 18-19 Adopted</b>	<b>FY 19-20 Projected</b>	<b>FY 20-21 Projected</b>
Budgeted Expenses	26,924		
Additional Appropriation Requested	973,076		
<b>Total Expenditures</b>	<b>1,000,000</b>	<b>0</b>	<b>0</b>
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal			
Fees/Other	1,000,000		
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>	<b>1,000,000</b>	<b>0</b>	<b>0</b>
<b>Narrative Explanation of Fiscal Impacts:</b>			
Revenues of \$1,000,000 and expenditures of \$973,076 will be added to the fiscal year 2018-2019 budget via the attached budgetary adjustment resolution. Salaries and benefits for the Behavioral Health Division Program Manager are included in Behavioral Health's fiscal year 2018-2019 budget.			
<b>Staffing Impacts</b>			
<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A – I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
N/A			
<b>Attachments:</b>			
Resolution			
<b>Related Items "On File" with the Clerk of the Board:</b>			
None			



*The Kaiser Foundation Hospital Fund for Community Benefit Programs  
at the East Bay Community Foundation*

**PLEASE RETURN GRANT AGREEMENT TO THE ATTENTION OF GRANTS  
MANAGER**

July 25, 2018

Ms. Barbie Robinson  
Director  
County of Sonoma Department of Health Services  
3313 Chanate Road  
Santa Rosa, CA 95404

**RE: Grant #20190207**

Dear Ms. Robinson:

I am pleased to notify you that the Kaiser Foundation Hospital Fund for Community Benefit Programs at the East Bay Community Foundation has awarded a grant to County of Sonoma Department of Health Services for \$1,000,000.00. This grant is for the Crisis Counseling Program. Payment will be made by wire transfer on July 27, 2018.

The enclosed Grant Agreement forms the contract between County of Sonoma Department of Health Services and the East Bay Community Foundation. Please read it carefully as it outlines the conditions of the grant as well as the payment and reporting schedule.

Please sign, retain a copy of this agreement for your files and return *all* pages of the Grant Agreement as soon as possible. ***Failure to return the signed Agreement to the Foundation within 30 days could result in cancellation of this grant offer.***

Also enclosed are the reporting guidelines. **Please keep these guidelines in your files to assist you in the preparation of report(s) as indicated.** The grant number for this grant is #20190207. Please refer to it in your correspondence with us.

Sincerely,

A handwritten signature in blue ink, appearing to read "Laura Choe", followed by a period.

Laura Choe  
Grants & Scholarship Manager

Enclosure: Grant Agreement, Report Guidelines

De Domenico Building  
200 Frank H. Ogawa Plaza  
Oakland, CA 94612

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Main 510/836.3223

Fax 510/836.3287

info@eastbaycf.org



*The Kaiser Foundation Hospital Fund for Community Benefit Programs  
at the East Bay Community Foundation*

**CORPORATE-ADVISED GRANT PROGRAM  
GRANT AGREEMENT**

Between the Kaiser Foundation Hospital Fund for Community Benefit Programs at the East Bay Community Foundation and:

**Grantee:** County of Sonoma Department of Health Services  
**Address:** 3313 Chanate Road  
Santa Rosa, CA 95404  
**Contact Person:** Ms. Barbie Robinson, Director  
**Foundation Contact:** grantsmanagement@eastbaycf.org  
**Grant Number:** #20190207

**Purpose and Conditions of the Grant**

This grant from the Kaiser Foundation Hospital Fund for Community Benefit Programs at the East Bay Community Foundation is made to County of Sonoma Department of Health Services for the purpose and with the conditions outlined below.

1. **Grant Purpose:** Crisis Counseling Program
2. **Grant Period:** 1/1/2019 - 9/30/2019
3. **Grant Amount:** \$1,000,000.00
4. **Payment Schedule:** Wire transfer on 7/27/18 for \$1,000,000.00
5. **Reporting Schedule:** Final report must be provided at the end of the grant period, but no later than: October 30, 2019
6. **Special Conditions:** Grant Classification (re: Financial Accounting Standard Board's SFAS 116-117):
 

I. Unconditional [ x ]	II. Unrestricted [ ]
Conditional [ ]	Restricted [ x ]

De Domenico Building  
200 Frank H. Ogawa Plaza  
Oakland, CA 94612

Restricted grants can be used only to fund the stated purpose of the grant. Conditional grants are paid only after a condition has been met.

Main 510/836.3223  
Fax 510/836.3287  
info@eastbaycf.org

In addition to the specific terms listed above for Grant #20190207, the Kaiser Foundation Hospital Fund for Community Benefit Programs at the East Bay Community Foundation awards this Grant contingent upon County of Sonoma Department of Health Services's compliance with the following terms and conditions, and County of Sonoma Department of Health Services agrees to all these terms and conditions. Together, the specific terms listed above and the following terms and conditions form "the Agreement."

### **1. Tax-Exempt Status**

County of Sonoma Department of Health Services is a (i) tax-exempt organization currently recognized by the Internal Revenue Service ("IRS") as a public charity described in section 501(c)(3) and 509(a)(1) or (2) of the Internal Revenue Code of 1986, as amended (the "Code") or (ii) a local, state or federal government agency. County of Sonoma Department of Health Services represents and warrants to the East Bay Community Foundation that:

- County of Sonoma Department of Health Services's tax-exempt status under the Code has not been revoked or modified since the issuance of the IRS determination letter, a copy of which County of Sonoma Department of Health Services has provided to the East Bay Community Foundation and County of Sonoma Department of Health Services shall not take any action or omission that would cause such status to be revoked or modified during the term of this Grant; and
- There is no issue, audit or other proceedings presently pending before any office of the IRS that could result in any proposed or actual changes to County of Sonoma Department of Health Services's tax-exempt status under the Code, or before the Franchise Tax Board that could result in any proposed or actual changes to County of Sonoma Department of Health Services's tax-exempt status under California Revenue and Taxation Code Section 23701; and
- County of Sonoma Department of Health Services shall immediately notify the East Bay Community Foundation if County of Sonoma Department of Health Services's tax-exempt status is revoked, suspended or modified (or any threatened or proposed revocation, suspension or modification of tax-exempt status) during the term of this Grant.

### **2. Expenditure of Funds**

This Grant must be used for the project and purpose identified in this Agreement, and as described in County of Sonoma Department of Health Services's proposal and approved by the East Bay Community Foundation ("Grant Purpose"), and may not be expended for any other purposes without East Bay Community Foundation's prior written approval. If the Grant is intended to support a specific project or to provide general support for a specific period, any portion of the Grant unexpended at the completion of the project at the end of the period or not used for the Grant Purpose shall be returned immediately to the East Bay Community Foundation, unless otherwise agreed by the East Bay Community Foundation in writing. County of Sonoma Department of Health Services may not expend any Grant funds for any purpose that is not charitable or educational, for any political or lobbying activities, or for any purpose other than one specified in Section 170(c)(2)(B) of the Code. County of Sonoma Department of Health Services must obtain prior written approval from the East Bay Community Foundation for changes to budgetary allocations that amount to 10% or more of the total budget of the Grant award or for changes to the Grant period.

### **3. No Assignment or Delegation**

County of Sonoma Department of Health Services may not assign, or otherwise transfer, its rights or delegate any of its obligations under this Grant without prior written approval from the East Bay Community Foundation.

#### **4. Records and Reports**

County of Sonoma Department of Health Services is required to keep a record of all receipts and expenditures relating to this Grant and to provide the East Bay Community Foundation with written reports summarizing the progress made, as detailed on the East Bay Community Foundation's Progress Report Guidelines and Final Report Guidelines. The East Bay Community Foundation may also require additional interim reports. County of Sonoma Department of Health Services's reports shall describe its progress in achieving the purposes of the Grant and include a detailed accounting of the uses or expenditure of all Grant funds. County of Sonoma Department of Health Services also agrees to provide any other information reasonably requested by the East Bay Community Foundation. If County of Sonoma Department of Health Services obtains any audited financial statements covering any part of the Grant period, County of Sonoma Department of Health Services shall provide a copy to the East Bay Community Foundation as well. County of Sonoma Department of Health Services is required to keep the financial records with respect to this Grant, along with copies of any reports submitted to the East Bay Community Foundation, for at least four years following the year in which all Grant funds are fully expended.

#### **5. Required Notification**

County of Sonoma Department of Health Services is required to provide the East Bay Community Foundation with immediate written notification of: (1) any changes in its tax-exempt status; (2) its inability to expend the Grant for the Grant Purposes; (3) any expenditure from this Grant made for any purpose other than those for which the Grant was intended; (4) any modification of the budget, Scope of Work or timeline; and (5) any significant changes in County of Sonoma Department of Health Services's leadership or staffing.

#### **6. Reasonable Access for Evaluation**

County of Sonoma Department of Health Services is expected to actively participate in the evaluation of Kaiser Foundation Hospital Fund for Community Benefit Programs, including the East Bay Community Foundation's evaluation of County of Sonoma Department of Health Services's project within that program. At the East Bay Community Foundation's request, County of Sonoma Department of Health Services will permit the East Bay Community Foundation and its representatives to conduct site visits and have reasonable access during regular business hours to County of Sonoma Department of Health Services's files, records, accounts, personnel and clients or other beneficiaries for the purpose of making financial audits, verifications or program evaluations as the East Bay Community Foundation deems necessary or appropriate concerning this Grant award.

#### **7. Publicity**

County of Sonoma Department of Health Services shall obtain the East Bay Community Foundation's prior written consent of the text of any proposed publicity concerning this Grant prior to the release of such publicity. The East Bay Community Foundation may include information regarding this Grant, including the amount and purpose of the Grant, any photographs provided by County of Sonoma Department of Health Services, County of Sonoma Department of Health Services's logo or trademark, or other information or materials about Grantee's organization and activities, in Kaiser Foundation Hospital Fund for Community Benefit Programs at the East Bay Community Foundation's periodic public reports, newsletters, and news releases.

**8. Right to Modify or Revoke Payments**

Payments made under this Grant are contingent upon County of Sonoma Department of Health Services's compliance with the terms of this Agreement. The East Bay Community Foundation reserves the right to discontinue, modify or withhold any payments of this Grant award or to require a total or partial refund of any Grant funds if, in the East Bay Community Foundation's sole discretion, such action is necessary: (i) because County of Sonoma Department of Health Services has not fully complied with the terms and conditions of the Grant and of this Agreement, including without limitation, County of Sonoma Department of Health Services's loss of tax-exempt status or County of Sonoma Department of Health Services's use of Grant funds for purposes other than the Grant Purpose; (ii) to protect the purpose and objectives of the Grant or any other charitable activities of Kaiser Foundation Hospital Fund for Community Benefit Programs at the East Bay Community Foundation; or (iii) to comply with the requirement of any law, regulation, or regulatory agency policy applicable to County of Sonoma Department of Health Services, Kaiser Foundation Hospital Fund for Community Benefit Programs at the East Bay Community Foundation, the East Bay Community Foundation or this Grant.

**9. Termination**

The East Bay Community Foundation may terminate this Grant immediately for any of the reasons specified in Section 8 or for County of Sonoma Department of Health Services's engagement in willful misconduct or negligence.

**10. Independent Contractors**

With respect to administration of this Grant, the parties understand and agree that each is at all times acting and performing as an independent contractor with respect to the other. Except as expressly set forth in this Agreement, neither party, nor any of its employees, shall be construed to be the agent, employee or representative of the other for any purpose, or liable for any acts or omissions of the other.

**11. Compliance**

County of Sonoma Department of Health Services shall (i) maintain, in full force and effect, all required governmental or professional licenses and credentials for itself, its facilities and its employees and all other persons engaged in work in conjunction with this Grant, and (ii) perform its duties and obligations under this Agreement according to industry standards and in compliance with all applicable laws. As an organization with numerous contracts with the federal government, the East Bay Community Foundation and its affiliates are subject to various federal laws, executive orders and regulations regarding equal opportunity and affirmative action. This Section constitutes notice that County of Sonoma Department of Health Services may be required to comply with the following Federal Acquisition Regulations (each a "FAR") at 48 CFR Part 52, which are incorporated herein by reference: (a) Equal Opportunity (April 2002) at FAR 52.222-26; (b) Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept. 2006) at FAR 52.222-35; (c) Affirmative Action for Workers with Disabilities (June 1998) at FAR 52.222-36, and (d) Utilization of Small Business Concerns (May 2004) at FAR 52.219-8. In addition, Executive Order 13495 concerning the obligations of federal contractors and subcontractors to provide notice to employees about their rights under Federal labor laws, or its successor, shall be incorporated herein by reference.

**12. Miscellaneous**



This Agreement shall be governed by the laws of the State of California, without regard to its conflict of law principles. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which shall, together, constitute one and the same instrument. County of Sonoma Department of Health Services may not assign or delegate any right, duty or obligation under this Agreement without prior written approval from the East Bay Community Foundation. Any change of ownership or control of County of Sonoma Department of Health Services shall be deemed an assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective, permitted successors and assigns. This Agreement, including any exhibits and attachments (all of which are incorporated into this Agreement by this reference), is the entire agreement of the parties with respect to the subject matter herein, and supersedes any and all other prior or contemporaneous agreements, promises, negotiations or representations, whether oral or written. This Agreement, including exhibits and attachments, may not be amended except in a writing signed by each party.



By accepting this grant, County of Sonoma Department of Health Services certifies to the East Bay Community Foundation that (i) no tangible benefit, goods, or services are received by any individuals or entities connected with the Kaiser Foundation Hospital Fund for Community Benefit Programs, and (ii) this grant will not be used or deemed by the County of Sonoma Department of Health Services to satisfy the payment of any pledge or other personal financial obligation on behalf of the donors of the Kaiser Foundation Hospital Fund for Community Benefit Programs.

By signing this Agreement the County of Sonoma Department of Health Services signatory acknowledges that he/she has read and understood the Agreement, he/she has the authority to sign this Agreement and bind the County of Sonoma Department of Health Services thereto, and that the County of Sonoma Department of Health Services hereby accepts and agrees to perform all of the terms and conditions of this Agreement.

**Grantee:** County of Sonoma Department of Health Services

By: Executive Director or Designee

Barbie Robinson  
Name: \_\_\_\_\_ Signature: \_\_\_\_\_

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

**The East Bay Community Foundation:**

By:  \_\_\_\_\_ 7/25/18  
Laura Choe, Grants & Scholarship Manager



*The Kaiser Foundation Hospital Fund for Community Benefit Programs  
at the East Bay Community Foundation*

**REPORT GUIDELINES**

*Please keep this form in your files. Return it completed to the East Bay Community Foundation on the Report Due Date(s) noted below. Please read these guidelines carefully at the start of your grant period to better address the points below at the grant’s conclusion. Attach this sheet as the cover for your report.*

**Grant #:** 20190207 **Amount:** \$1,000,000.00  
**Agency Name:** County of Sonoma Department of Health Services  
**Grant Contact:** Ms. Barbie Robinson, Director  
**Purpose of Grant:** Crisis Counseling Program  
**Grant Period:** 1/1/2019 - 9/30/2019  
**Report(s) Due By:** 10/30/2019  
**Foundation Contact:** Laura Choe, Grants & Scholarship Manager

*Please submit a narrative report (approx. 2-4 pages) addressing the following questions for the project or activities. This grant report may be used to keep both Foundation staff and donors informed about your activities and the impact of our support. If you have any questions concerning these guidelines, please contact the Foundation Contact person indicated above.*

1. Referring to the proposed number served in your original application, please list the final number of people directly served by this project (the number of individuals directly touched by the funded programs/activities, and generally referring to more intensive programs and services). Please list as ‘Final Number served: \_\_\_\_.’”

\*Optional\* If the project also had ‘indirect’ reach, please describe, and list the number of people reached indirectly. Indirect reach refers to individuals that benefit from the funded activities, but are not directly touched by the “program” or are touched very lightly (e.g. policy advocacy, media, public awareness campaigns).

2. Referring to your original proposed impact outcomes, please list 5-10 highlights demonstrating the impact of the project. Please list in bullet format.
3. In addition to measuring the outcomes of the funded project, we are interested in how grants directly improve the lives of the people in your community. Please share one or more stories or quotes that show how this project has made a difference in the lives of the people your program serves.

4. Include an updated copy of your grant budget with actual expenditures and all sources of revenue.

You are welcome to submit photos, news clippings or other media associated with the project.

**Please submit this report electronically to [grantsmanagement@eastbaycf.org](mailto:grantsmanagement@eastbaycf.org).**



County of Sonoma  
State of California

Date: September 11, 2018

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

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



4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma, State of California,  
Authorizing Budgetary Adjustments to the Fiscal Year 2018-2019 Adopted Budget,  
Appropriating \$1,000,000 to Reflect Receipt of Kaiser Foundation Hospital Fund for  
Community Benefit Programs at the East Bay Community Foundation Grant Revenue  
and Associated Expenditures Within the Department of Health Services**

**Whereas**, the Board of Supervisors has adopted the final budget for fiscal year 2018-2019 in accordance with Section 29088 of the Government Code of the State of California; and

**Whereas**, the Government Code allows for adjustments to the adopted budget during the 2018-2019 fiscal year.

**Now, Therefore, Be It Resolved** that the Board of Supervisors, County of Sonoma, State of California, does hereby authorize and direct the County Auditor-Controller to adjust the fiscal year 2018-2019 adopted budget for the increases listed in Exhibit A.

**Supervisors:**

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**

### EXHIBIT A - BUDGET RESOLUTION

Department(s)/ Agency/(ies): Health Services

Narratives	FTE Impacts (+/-)	Gross Expenditure	Revenue and Reimbursement	Net Cost	Annualized Net Cost
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**Summary of Requested Adjustments for Board Consideration**

Health Services - OTHER FUND						
Detail Row 1	Revenues & Expenditures for CCP Kaiser grant		946,152	973,076	(26,924)	
Detail Row 2					-	
Detail Row 3					-	
Summary Row	<i>NOTE: HIDE the detail rows if the summary is simply a restatement of the details.</i>	-	946,152	973,076	(26,924)	

Total Requested Adjustments	0	946,152	973,076	(26,924)	0
Subtotal of General Fund Changes	0	0	0	0	0
Subtotal of Other Fund Changes	0	946,152	973,076	(26,924)	0



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 29**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** September 11, 2018

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Christina Cramer, 565-2988

**Supervisorial District(s):**

All

**Title:** Exemption of Director, Emergency Management from Civil Service Ordinance

### **Recommended Actions:**

1. Adopt a resolution reading the title of and waiving further reading of the proposed ordinance amending the Sonoma County Code to exempt of Director of Emergency Management from the Civil Service system
2. Adopt the ordinance (Second Reading – Ready for Adoption)

### **Executive Summary:**

The Civil Service Ordinance allows the Board of Supervisors to exempt department head positions from the Civil Service System. In order to establish the newly approved Director of Emergency Management and exempt the position from the classified service, which essentially means establish the position at “at-will”, the Civil Service Ordinance must be amended. This involves a two-part process in which there is a first reading that introduces the ordinance and a subsequent meeting for a second reading at which time the Board may formally adopt the proposed amendments to the Ordinance. At the Board’s August 28, 2018 meeting, the new position and the corresponding Civil Service Ordinance amendment was introduced. Today’s action is the second part of the process and approves the resolution that waives further reading of the proposed ordinance and adopts the Ordinance.

### **Discussion:**

As a result of Sonoma Complex Fires, the Board directed staff to assess and make recommendations regarding the County’s Emergency Management program and the County’s alert and warning program capabilities. At their June 11, 2018 meeting, the Board directed staff to strengthen the emergency services functions by establishing a new department – Emergency Services Department, and adding new positions and new budget appropriations. Discussed was the specific need to have a new director level position to oversee the County’s emergency management program.

**Director of Emergency Management Department**

At the August 28, 2018 Board meeting, the Board of Supervisors adopted the new classification of Director of Emergency Management. The Director will plan, coordinate, and manage the activities of the County’s Emergency Management program; ensure appropriate processes, protocols training, and systems are in place for the full scope of possible emergencies or disasters; coordinate the County’s continuity of operations plan; and will work collaboratively with local agencies and state and federal organizations in keeping with the overall Sonoma County Emergency Management program.

**Civil Service Ordinance**

For the majority of departments at the County of Sonoma, the employees are “classified” and are in the County’s Civil Service System. The Civil Service Ordinance has specific criteria on which positions may be “unclassified”, which essentially means an “at-will” position. The Civil Service Ordinance allows the Board of Supervisors to exempt or designate as unclassified, department head positions from the Civil Service System. In order to establish the newly approved Director of Emergency Management position as unclassified, the Civil Service Ordinance must be amended. This involves a two-part process in which there is a first reading and the introduction of the ordinance. This process was completed on August 28, 2018, and then at the Board’s meeting on September 11, 2018, the Ordinance may be officially approved. Technically, the effective date of the ordinance change will be 30 days from the date of the Board’s final date of approval.

**Prior Board Actions:**

August 1994, Board of Supervisors approved a Civil Service Ordinance revision which allows for the exemption of department head positions from the Civil Service System.

6/11/2018: Board of Supervisors approved estimated budget and conceptual positions to enhance the County’s Emergency Management program.

June 2018, Budget Hearings: Board approved budget for anticipated new department and positions.

8/28/2018: Board of Supervisors approved the establishment of a new Department of Emergency Management and approved the first reading of a proposed Civil Service Ordinance change that exempts the Director.

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

The approved Ordinance is the final step in establishing a new position that is directly related to the County’s Emergency Management Program, which is intended to ensure the safety and wellbeing of the Sonoma County community in times of emergency or disaster.



<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 18-19 Adopted</b>	<b>FY 19-20 Projected</b>	<b>FY 20-21 Projected</b>
Budgeted Expenses			
Additional Appropriation Requested			
<b>Total Expenditures</b>			
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>			
<b>Narrative Explanation of Fiscal Impacts:</b>			
There is no fiscal impact from the recommended action.			
<b>Staffing Impacts</b>			
<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A – I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
There is no staffing impact from the recommendation action.			
<b>Attachments:</b>			
Attachment A: Ordinance Exempting the Director of Emergency Management From The Civil Service			
<b>Related Items "On File" with the Clerk of the Board:</b>			

Attachment A

Ordinance No. \_\_\_\_\_

An Ordinance of the Board of Supervisors of the County of Sonoma, State of California, Amending the Sonoma County Code to Exempt the Director of Emergency Management from the Civil Service System.

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The Board of Supervisors of the County of Sonoma, State of California, does ordain as follows:

**Section I.** *Statement of Purpose.* The Sonoma County Board of Supervisors has received a recommendation from the County Director of Human Resources to (1) exempt the position of the Director of Emergency Management from the Civil Service System and (2) include the position in the unclassified service of the Sonoma County Civil Service System. The Board of Supervisors concurs with these recommendations set forth in that report.

**Section II.** *Exempting Department Head Position from Classified Civil Service System.* Pursuant to the authority of the Board of Supervisors to add new department head positions to the unclassified civil service, Section 21-5 of the Sonoma County Code is amended to read as follows:

“Sec. 21-5. Classified and unclassified service generally.

The Civil Service System of the County is hereby divided into the Unclassified and the Classified Service. The Unclassified Service shall consist of:

- (a) all officers elected by the people and all confidential or special investigators employed by any of said elected officers;
- (b) all appointive Boards and Commissions;
- (c) the Law Library Trustees;
- (d) members of the Civil Service Commission;
- (e) all persons serving the County without compensation;
- (f) Interns, Resident Physicians and Student Nurses;
- (g) casual patient and inmate employees at county institutions;
- (h) intermittently employed, hourly or seasonal employees;
- (i) persons employed under contract to supply expert professional or technical service in a temporary position;
- (j) the Director of the Sonoma County Health Services;
- (k) the County Sanitation Engineer;
- (l) the Sonoma County Fair Manager and Sonoma County Fair or Fairgrounds employees employed by Sonoma County Fair and Exposition, Incorporated, or its successors;
- (m) the Director of Economic Development
- (n) the two Assistant Sheriffs;

- (o) the County Administrator;
- (p) the Director of Permit and Resource Management;
- (q) the Director of Human Services;
- (r) the Director of Fire Services/Emergency Program Manager;
- (s) the Information Systems Director;
- (t) the Director of Transportation and Public Works;
- (u) the Director of Child Support Services
- (v) the Director of Regional Parks
- (w) the Director of Health Services
- (x) the General Services Director
- (y) the LAFCO Executive Officer
- (z) the Agricultural Commissioner/Sealer
- (aa) the Waste Management Agency Executive Director
- (bb) the Director of the Office of Law Enforcement Review and Outreach
- (cc) ***The Director of Emergency Management***

The Board of Supervisors may amend this section of the Ordinance to add to the unclassified service other positions or classifications that are of a high level, policy-making nature. Such positions or classifications shall be limited to department heads. Any such amendment shall specify the exact position or classification to be added to the list of exempt positions or classifications. No such amendment shall be applied to the incumbent of any affected position in a manner that would deprive him or her of any property rights protected by the constitution.

The Classified Service shall comprise all positions not specifically included by this Ordinance in the Unclassified Service, provided, however, that in the event of the creation of a new position or in case of a vacancy in any position requiring peculiar and exceptional qualifications of a scientific, professional or expert character, upon satisfactory evidence that competitive examinations to qualify applicants for said position are impracticable, and that the position can best be filled by the selection of a person of recognized attainments, competitive examinations may be suspended by the Commission, but no such suspension shall be general in its applications to such position and all such cases of suspension shall be reported, together with the reasons therefore to the Board of Supervisors. This section will not apply to positions in the Social Service Department for which there is federal or state reimbursement. At all times, at least one of the Assistant Sheriff positions must be filled by appointment from within the Sonoma County Sheriff's Department."

**Section III. Severability.** If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portion of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance and every section, subsection, sentence clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

**Section IV. *Effective and Operative Date.*** The operative date of the ordinance shall be effective upon the approval of the newly created Director of Emergency Management position. This ordinance shall be and the same is hereby declared to be in full force and effect from and after thirty (30) days after the date of its passage and shall be published once before the expiration of fifteen (15) days after said passage, with the names of the Supervisors voting for or against the same in a newspaper of general circulation, published in the County of Sonoma, State of California.

In regular session of the Board of Supervisors of the County of Sonoma introduced on the 28<sup>th</sup> day of August, 2018, and finally passed and adopted this 11<sup>th</sup> day of September, 2018, on regular roll call of the member of said Board by the following vote:

Supervisors:

Gore:                      Rabbitt:                      Zane:                      Hopkins:                      Gore:

Ayes:                      Noes:                      Absent:                      Abstain:

Whereupon, the Chair declared the above and foregoing ordinance duly adopted and

So Ordered

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Chair, Board of Supervisors  
County of Sonoma

ATTEST:

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Sheryl Bratton, 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: 30**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors of Sonoma County

**Board Agenda Date:** September 11, 2018

**Vote Requirement:** Majority

**Department or Agency Name(s):** Sheriff's Office

**Staff Name and Phone Number:**

Heidi Keith, 565-2812

**Supervisorial District(s):**

2<sup>nd</sup> District

**Title:** Agreement for Supplemental Law Enforcement Services with Sonoma Raceway

### **Recommended Actions:**

Authorize the Sheriff to execute the Supplemental Law Enforcement Services Agreement with Sonoma Raceway for its Indy Racing League (IRL) event from September 14, 2018 through September 16, 2018 for the revenue in the amount of \$53,172 to ensure the safety of Sonoma County citizens and visitors during a major outdoor event.

### **Executive Summary:**

The Sheriff's Office request that the Board authorize the Sheriff to execute the Supplemental Law Enforcement Services Agreement with Sonoma Raceway to provide security services at the Indy Racing League (IRL) event and receive reimbursement for direct and indirect costs estimated at \$53,172. This is the Sheriff's Office twenty-seventh consecutive year providing these services.

### **Discussion:**

#### Background:

Government Code Section 53069.8 allows the Board of Supervisors to contract on behalf of the Sheriff to provide supplemental law enforcement services to private entities. Resolution 16-0102 authorizes the Sheriff to execute any contract for supplemental law enforcement services on behalf of the County that does not exceed \$50,000. Any contract over the \$50,000 threshold continues to require the Board's authorization. Additionally, the Board annually adopts an ordinance establishing fees for security services.

The Sonoma County Sheriff's Office has been providing special security services to Sonoma Raceway (formerly Infineon Raceway) for the past twenty-six years. The services provided under this Agreement are above and beyond the normal level of law enforcement services provided to the community by the Sheriff's Office. The County is reimbursed by Sonoma Raceway for both direct and indirect costs of providing these special security services.

**Request:**

The scope of services to be provided includes sergeant, deputy, dispatcher, and community service officer staff time, and patrol cars staggered over the three days from September 14, 2018 through September 16, 2018. The cost of these services is estimated at \$53,172. The Agreement is substantially the same as the Board approved agreements from prior years in terms of staffing and costs. The services to be provided will in no way interfere with regular law enforcement services provided by the Sheriff’s Office. The operational costs and corresponding revenue reimbursement are included in the Sheriff’s Office FY 18-19 recommended budget.

**Prior Board Actions:**

Board has approved annual security service agreements since 1991.

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

The Agreement for Supplemental Law Enforcement Security Services with Sonoma Raceway will allow for supplemental law enforcement services to be provided for a large racing event. These services will help to ensure the safety of the event attendees and the surrounding community.

**Fiscal Summary**

<b>Expenditures</b>	<b>FY 17-18 Adopted</b>	<b>FY 18-19 Projected</b>	<b>FY 19-20 Projected</b>
Budgeted Expenses		53,172	
Additional Appropriation Requested			
<b>Total Expenditures</b>		<b>53,172</b>	
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal			
Fees/Other		53,172	
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>		<b>53,172</b>	

**Narrative Explanation of Fiscal Impacts:**

The Agreement calls for the reimbursement of both direct and indirect costs associated with providing special security services. The final amount will be determined at the conclusion of the event.

<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
Agreement for Supplemental Law Enforcement Services with Sonoma Raceway for the Indy Racing League (IRL) event from September 14, 2018 through September 16, 2018.			
<b>Related Items “On File” with the Clerk of the Board:</b>			

# **Agreement for Supplemental Law Enforcement Services**

This Agreement for Supplemental Law Enforcement Services is entered into by and between the County of Sonoma, a political subdivision of the State of California (hereinafter called "County"), and Sonoma Raceway, a corporation authorized to operate in the State of California (hereinafter called "Service Recipient").

WHEREAS, Government Code section 53069.8 authorizes County, through the Sonoma County Sheriff's Office, to provide supplemental law enforcement services to private individuals or entities to preserve the peace at special events or occurrences that happen on an occasional basis; and

WHEREAS, Service Recipient has requested supplemental law enforcement services to be provided at the Indy Racing League (IRL) event from Friday, September 14, 2018 through Sunday, September 16, 2018, as described herein, and such services are considered to be beyond the normal and regular law enforcement services that County would otherwise have provided to Service Recipient but for this Agreement.

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

## **1. SUPPLEMENTAL LAW ENFORCEMENT SERVICES**

County agrees to provide law enforcement services in the manner set forth herein. Such services shall be rendered by regularly-appointed peace officers who are employed by the County Sheriff's Office and shall encompass duties and functions of the type falling under the jurisdiction of and customarily rendered by the Sheriff under State statutes and local ordinances. Services may include traffic control, parking enforcement, and general law enforcement at the event location to the extent specified in this Agreement or as determined necessary by Sheriff's Office employees performing services.

Exhibit A, which is incorporated into this Agreement by this reference, sets forth the specific level of services to be provided, as well as the date(s) and time(s) that services are scheduled. The specified hours of services include travel time to and from the event location.

Supplemental security services can only be provided based on the availability of qualified personnel. In addition, the requirements of the Sheriff, whether normal or extraordinary, shall be deemed paramount to this contract. In the event of an unanticipated emergency that in the Sheriff's sound discretion requires the use of any employees, vehicles, and/or equipment contemplated by this Agreement, the Sheriff may withdraw personnel, vehicles, and/or equipment without consent of Service Recipient and with no liability therefor.

## **2. EVENT LOCATION**

Sheriff's deputies will initially report to work at the Sonoma County Sheriff's Main Office in Santa Rosa and shall then respond to the identified event at Sonoma Raceway at Highways 37 and 121 in Sonoma County, California.



3. **SUPERVISION**

The responsibility for assignment of personnel, supervision of law enforcement services, establishing standards of performance, determining and effecting discipline, determining equipment required, and other matters relating to the performance of services and control of personnel under this Agreement, shall remain with County. County is also bound to abide by bargaining agreements covering County employees performing services hereunder.

In recognition of the Sheriff's professional expertise in the area of law enforcement, it is agreed that in the event of a dispute between the parties as to the manner of performance of required services, the determination by the Sheriff, or his on-site representative, shall be final and conclusive.

4. **JOB ACTIONS BY COUNTY EMPLOYEES**

In the event of a work slow-down, strike, "blue flu," or any other form of job action by County employees assigned to perform duties specified under this Agreement, County may provide a reduced level of service and Service Recipient will be responsible for payment for only those services actually provided.

5. **COMPENSATION FOR SERVICES**

The total cost of providing the level of services required under this Agreement shall be based on the rates set forth in Exhibit A. These rates are established by the Board of Supervisors for special security services, and include allowable direct and indirect costs estimated to be incurred by County for provision of the requested services. County estimates that the cost to Service Recipient of providing the level of services set forth in Exhibit A is \$53,172.53, including costs for mileage. The actual and final amount Service Recipient is required to pay County for provision of services pursuant to this Agreement shall be based on the actual services rendered and costs incurred, pursuant to the rates set forth in Exhibit A.

County shall provide an invoice for the costs Service Recipient incurs under this Agreement upon completion of the required security services. Service Recipient is required to pay the full cost of such invoice within 30 days after receipt.

6. **BOOKING AND PROCESSING PRISONERS**

Service Recipient will not be required to reimburse County for the cost of booking and processing individuals arrested and booked into the Sonoma County Jail by personnel performing services hereunder.

7. **SERVICES AND MATERIALS TO BE PROVIDED BY SERVICE RECIPIENT**

Sonoma Raceway will provide the following:

- (a) Meals for all Sheriff's Office personnel
- (b) Parking area for Sheriff's Mobile Command Post with power supply on site and four phone lines

- (c) Detention facility
- (d) 11 golf carts and fuel
- (e) Fuel for Sheriff's motorcycles
- (f) 3 motor homes

**8. AUTHORIZATION FOR ENFORCEMENT OF TRESPASS LAWS**

Sonoma authorizes the Sonoma County Sheriff's Office to act as follows during the period of Friday, September 14, 2018, at 7:00 am through Sunday September 16, 2018, at 8:00 pm:

(a) Sonoma County Deputy Sheriffs are authorized to act as agents for Sonoma Raceway when enforcing Sonoma Raceway's rules and policies, and when enforcing California Penal Code Section 602 (which makes it a misdemeanor to enter upon certain types of lands and then refusing or failing to leave the lands immediately upon being requested by the owner or the owner's agent, *inter alia*); and

(b) Sonoma County Deputy Sheriff's shall act at the request of Sonoma Raceway in enforcing Penal Code Section 602.1(a) (which provides in part that any person who intentionally interferes with any lawful business or its customers and who refuses to leave the premises after being requested by a peace officer acting at the request of the owner, is guilty of a misdemeanor).

**9. TERM OF AGREEMENT**

This Agreement shall be effective immediately upon execution by both parties and shall terminate upon performance of all obligations hereunder, unless terminated earlier in accordance with provision 10, Termination.

**10. TERMINATION**

Either party may terminate this Agreement by giving written notice to the other of not less than 7 days. Service Recipient shall pay County for all costs of services rendered through and until the final date of termination.

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

All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notice, bills and payments sent by mail shall be addressed as follows:

COUNTY: Sheriff's Administration  
Sonoma County Sheriff's Office  
2796 Ventura Avenue  
Santa Rosa, CA 95403  
Tel: (707) 565-2871  
Fax: (707) 565-6018

SERVICE RECIPIENT:

Sonoma Raceway  
Attn: Jere Starks  
Highways 37 and 121  
Sonoma, CA 95476  
Tel: (707) 938-8848

**12. INSURANCE**

(a) Insurance Required: With respect to the performance of services provided by County under this Agreement, Service Recipient shall be required to maintain insurance as described below:

(1) Commercial general liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence. Said commercial general liability insurance policy shall either be endorsed with the following specific language or contain equivalent language in the policy.

(i) “The County of Sonoma, including its officers and employees, is named as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.

(ii) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company’s liability.

(iii) The insurance provided herein is primary coverage to the County of Sonoma with respect to any insurance or self-insurance programs maintained by the County.

(iv) This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the County of Sonoma, Risk Management Division.”

(b) Insurance Documentation Required: The following insurance documentation shall be submitted to the County of Sonoma, Sheriff’s Office:

(1) Properly executed Certificates of Insurance clearly evidencing all coverages, limits, and endorsements required above. Said Certificates shall be submitted prior to the execution of this Agreement.

(2) Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this Agreement.

(3) Upon County's written request, certified copies of insurance policies. Said policy copies shall be submitted within thirty (30) days of the County's request.

(c) Policy Obligations: Service Recipient's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

(d) Material Breach: If Service Recipient, for any reason, fails to maintain insurance coverage that is required pursuant to this Agreement, the same shall be deemed a material breach of contract. County, at its sole option, may terminate this Agreement and obtain damages from the Service Recipient resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Service Recipient, County may deduct from sums due to Service Recipient any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to the County.

**13. ADDITIONAL DOCUMENTS AND AGREEMENTS**

The parties agree to cooperate in the execution of any additional documents or agreements that may be required to carry out the terms of this Agreement.

**14. ASSIGNMENT/DELEGATION**

Neither party hereto shall assign, sublet, or transfer any interest in this Agreement or any duty hereunder without the written consent of the other party. No assignment or delegation shall be of any force or effect unless and until the necessary written consent has been provided.

**15. NONDISCRIMINATION**

Service Recipient 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 by this reference. Service Recipient 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.

**16. 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.

**17. NO WAIVER OF BREACH**

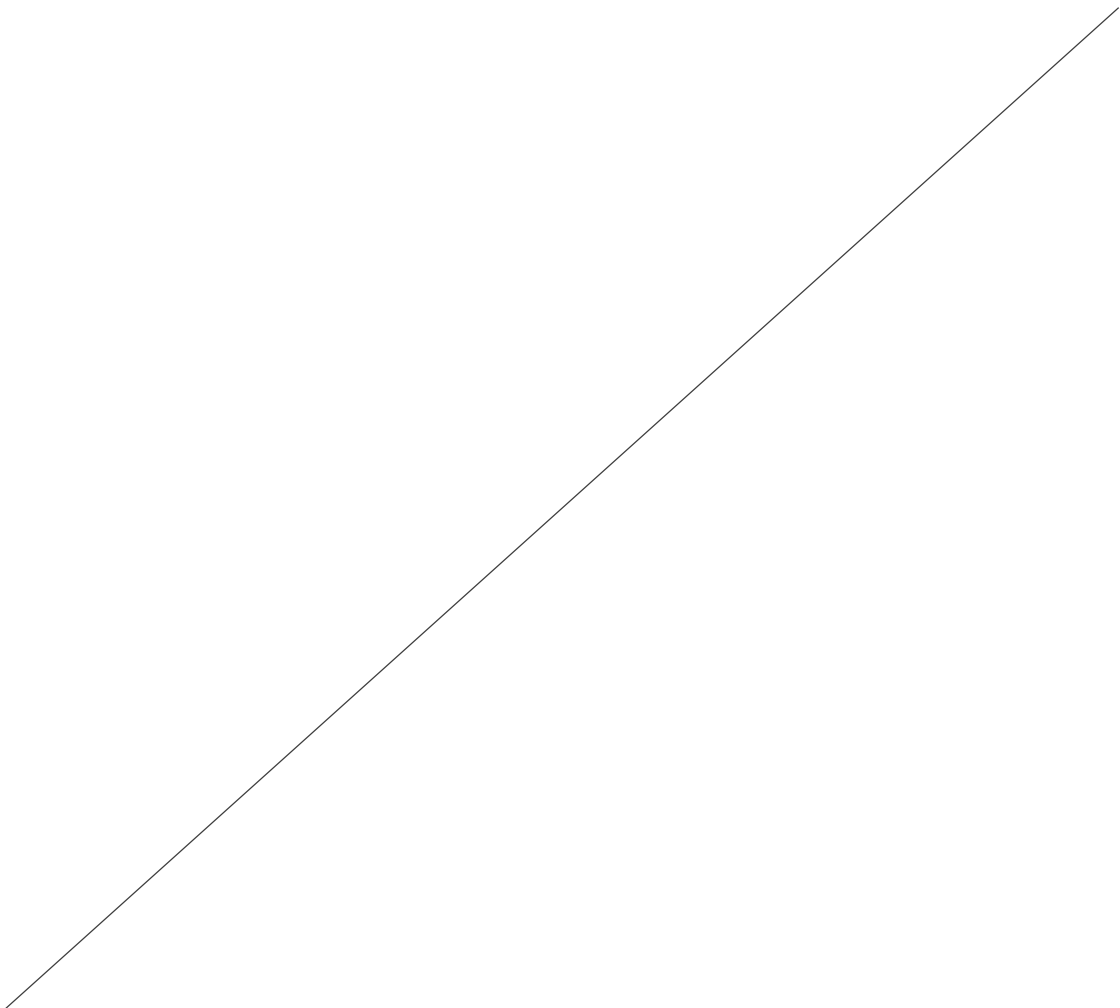
The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.

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

**19. CONSTRUCTION OF AGREEMENT AND VENUE**

This Agreement shall be construed and enforced pursuant to the laws of the State of California. Venue of any action or proceeding regarding this Agreement or performance thereof shall be proper only in the County of Sonoma, State of California.



**IN WITNESS WHEREOF**, the parties have executed this Agreement on the dates indicated.

BY SIGNING BELOW, THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTOOD THE FORGOING TERMS AND PROVISIONS OF THIS AGREEMENT AND AGREE THERETO.

**Sonoma Raceway**

By: \_\_\_\_\_  
Jere Starks, Vice President of Facilities, and  
Authorized Agent of Sonoma Raceway

Dated: \_\_\_\_\_

**County of Sonoma**

By: \_\_\_\_\_  
Sheriff-Coroner or his Designee

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

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

Dated: \_\_\_\_\_

CERTIFICATES OF INSURANCE:

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

Dated: \_\_\_\_\_

### Exhibit A

Security services provided pursuant to the attached Agreement shall be provided as an open book account. The rates for such services are listed below, followed by the estimated level of services to be provided and their costs:

<b><u>Indy Racing League 2018</u></b>					<u>Sgt</u>	<u>Deputy</u>	<u>CSO</u>	<u>Dispatcher</u>	<u>Personnel</u>			
Sonoma Raceway 29355 Arnold Drive Sonoma, CA 95476 Att: Jere Starks				Total Hours by rank	82.00	368.00	0.00	22.00	Total Hours	472.00		
				Rate by rank	\$128.60	\$105.83	\$49.47	\$74.00				
				Total cost by rank	\$10,545.20	\$38,945.44	\$0.00	\$1,628.00	Personnel Total Cost	\$51,118.64		
										<u>Vehicle</u>		
										Total # Used	18	
										Cost/day vehicle	\$65.75	
										Total Cost	\$1,183.50	
										Mileage Round trip	50	
										Total miles driven	900	
										Cost/mile	\$0.69	
										Mileage Total Cost	\$621.00	
										<u>Other</u>		
										Fuel	\$249.39	
										Golf Cart Rental		
										Other Total Cost	\$249.39	
										Final Total Cost	\$53,172.53	
<u>Day</u>	<u>Rank</u>	<u>Name</u>	<u>Call</u>	<u>Assignment</u>	<u>Vehicle</u>	<u>Start</u>	<u>End</u>	<u>Hours</u>	<u>Sgt</u>	<u>Dep</u>	<u>CSO</u>	<u>Disp</u>
Friday	Sgt			Supervisor		7.00	19.00	12.00	12.00			
9/14/2018	Dep			Motor unit		8.00	18.00	10.00		10.00		
	Dep			Motor unit		8.00	18.00	10.00		10.00		
	Dep			Patrol/Coroner		8.00	18.00	10.00		10.00		
	Dep			Patrol		18.00	6.00	12.00		12.00		
	Dep			Intel		8.00	18.00	10.00		10.00		
	Dep	VACANT		Intel		0.00	0.00	0.00		0.00		
Saturday	Sgt			Supervisor		7.00	19.00	12.00	12.00			
9/15/2018	Dep			Patrol/SAR		8.00	18.00	10.00		10.00		
	Dep			Patrol/Coroner		8.00	18.00	10.00		10.00		
	Sgt			Motor unit		9.00	19.00	10.00	10.00			
	Dep			Motor unit		9.00	19.00	10.00		10.00		
	Dep			Motor unit		9.00	19.00	10.00		10.00		

Sgt. Approval \_\_\_\_\_

Lt. Approval \_\_\_\_\_

### Exhibit A

<b>Day</b>	<b>Rank</b>	<b>Name</b>	<b>Call</b>	<b>Assignment</b>	<b>Vehicle</b>	<b>Start</b>	<b>End</b>	<b>Hours</b>	<b>Sgt</b>	<b>Dep</b>	<b>CSO</b>	<b>Disp</b>
	Dep			Motor unit		9.00	19.00	10.00		10.00		
	Dep			Motor unit		9.00	19.00	10.00		10.00		
	Dep			Motor unit		9.00	19.00	10.00		10.00		
	Dep			Patrol		18.00	6.00	12.00		12.00		
	Disp			Dispatch		9.00	19.00	10.00				10.00
	Dep			Intel		8.00	18.00	10.00		10.00		
	Dep	VACANT		Intel		0.00	0.00	0.00		0.00		
	<b>Sgt</b>			EOD		5.00	17.00	12.00	12.00			
	Dep			EOD		5.00	17.00	12.00		12.00		
	Dep			EOD		5.00	17.00	12.00		12.00		
	Dep			EOD K9		5.00	17.00	12.00		12.00		
<b>Sunday</b>	<b>Sgt</b>			Supervisor		6.00	20.00	14.00	14.00			
<b>9/16/2018</b>	Dep			Patrol		6.00	16.00	10.00		10.00		
	Dep			Patrol		6.00	16.00	10.00		10.00		
	Dep			Patrol/Coroner		8.00	18.00	10.00		10.00		
	Dep			Patrol/SAR		8.00	18.00	10.00		10.00		
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	Dep			Patrol		10.00	20.00	10.00		10.00		
	<b>Sgt</b>			Motor unit		10.00	20.00	10.00	10.00			
	Dep			Motor unit		10.00	20.00	10.00		10.00		
	Dep			Motor unit		10.00	20.00	10.00		10.00		
	Dep			Motor unit		10.00	20.00	10.00		10.00		
	Dep			Motor unit		10.00	20.00	10.00		10.00		
	Dep			Motor unit		10.00	20.00	10.00		10.00		
	Dep	VACANT		Parking		0.00	0.00	0.00		0.00		
	CSO	VACANT		Parking		0.00	0.00	0.00			0.00	
	Disp			Dispatch		7.00	19.00	12.00				12.00
	Disp	VACANT		Dispatch		0.00	0.00	0.00				0.00
	Dep			Arrest Van		10.00	20.00	10.00		10.00		
	Dep			Intel		7.00	19.00	12.00		12.00		
	Dep	VACANT		Intel		0.00	0.00	0.00		0.00		
	<b>Sgt</b>			EOD		5.00	17.00	12.00	12.00			
	Dep			EOD		5.00	17.00	12.00		12.00		
	Dep			EOD		5.00	17.00	12.00		12.00		
	Dep			EOD K9		5.00	17.00	12.00		12.00		

Sgt. Approval \_\_\_\_\_

Lt. Approval \_\_\_\_\_



### Exhibit A

Security services provided pursuant to the attached Agreement shall be provided as an open book account. The rates for such services are listed below, followed by the estimated level of services to be provided and their costs:

<b><u>Indy Racing League 2018</u></b> Sonoma Raceway 29355 Arnold Drive Sonoma, CA 95476 Att: Jere Starks						<u>Sgt</u>	<u>Deputy</u>	<u>CSO</u>	<u>Dispatcher</u>	<u>Personnel</u>		
				Total Hours by rank		82.00	368.00	0.00	22.00	Total Hours	472.00	
				Rate by rank		\$128.60	\$105.83	\$49.47	\$74.00			
				Total cost by rank		\$10,545.20	\$38,945.44	\$0.00	\$1,628.00	Personnel Total Cost	\$51,118.64	
										<u>Vehicle</u>		
										Total # Used	18	
										Cost/day vehicle	\$65.75	
										Total Cost	\$1,183.50	
										Mileage Round trip	50	
										Total miles driven	900	
										Cost/mile	\$0.69	
										Mileage Total Cost	\$621.00	
										<u>Other</u>		
										Fuel	\$249.39	
										Golf Cart Rental		
										Other Total Cost	\$249.39	
										Final Total Cost	\$53,172.53	
<b>Day</b>	<b>Rank</b>	<b>Name</b>	<b>Call</b>	<b>Assignment</b>	<b>Vehicle</b>	<b>Start</b>	<b>End</b>	<b>Hours</b>	<b>Sgt</b>	<b>Dep</b>	<b>CSO</b>	<b>Disp</b>
<b>Friday</b>	Sgt			Supervisor		7.00	19.00	12.00	12.00			
9/14/2018	Dep			Motor unit		8.00	18.00	10.00		10.00		
	Dep			Motor unit		8.00	18.00	10.00		10.00		
	Dep			Patrol/Coroner		8.00	18.00	10.00		10.00		
	Dep			Patrol		18.00	6.00	12.00		12.00		
	Dep			Intel		8.00	18.00	10.00		10.00		
	Dep	VACANT		Intel		0.00	0.00	0.00		0.00		
<b>Saturday</b>	<b>Sgt</b>			Supervisor		7.00	19.00	12.00	12.00			
9/15/2018	Dep			Patrol/SAR		8.00	18.00	10.00		10.00		
	Dep			Patrol/Coroner		8.00	18.00	10.00		10.00		
	<b>Sgt</b>			Motor unit		9.00	19.00	10.00	10.00			
	Dep			Motor unit		9.00	19.00	10.00		10.00		
	Dep			Motor unit		9.00	19.00	10.00		10.00		

Sgt. Approval \_\_\_\_\_

Lt. Approval \_\_\_\_\_

### Exhibit A

<b>Day</b>	<b>Rank</b>	<b>Name</b>	<b>Call</b>	<b>Assignment</b>	<b>Vehicle</b>	<b>Start</b>	<b>End</b>	<b>Hours</b>	<b>Sgt</b>	<b>Dep</b>	<b>CSO</b>	<b>Disp</b>
	Dep			Motor unit		9.00	19.00	10.00		10.00		
	Dep			Motor unit		9.00	19.00	10.00		10.00		
	Dep			Motor unit		9.00	19.00	10.00		10.00		
	Dep			Patrol		18.00	6.00	12.00		12.00		
	Disp			Dispatch		9.00	19.00	10.00				10.00
	Dep			Intel		8.00	18.00	10.00		10.00		
	Dep	VACANT		Intel		0.00	0.00	0.00		0.00		
	<b>Sgt</b>			EOD		5.00	17.00	12.00	12.00			
	Dep			EOD		5.00	17.00	12.00		12.00		
	Dep			EOD		5.00	17.00	12.00		12.00		
	Dep			EOD K9		5.00	17.00	12.00		12.00		
<b>Sunday</b>	<b>Sgt</b>			Supervisor		6.00	20.00	14.00	14.00			
<b>9/16/2018</b>	Dep			Patrol		6.00	16.00	10.00		10.00		
	Dep			Patrol		6.00	16.00	10.00		10.00		
	Dep			Patrol/Coroner		8.00	18.00	10.00		10.00		
	Dep			Patrol/SAR		8.00	18.00	10.00		10.00		
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	<b>Sgt</b>			Motor unit		10.00	20.00	10.00	10.00			
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	Dep			Motor unit		10.00	20.00	10.00		10.00		
	Dep	VACANT		Parking		0.00	0.00	0.00		0.00		
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	Dep			Arrest Van		10.00	20.00	10.00		10.00		
	Dep			Intel		7.00	19.00	12.00		12.00		
	Dep	VACANT		Intel		0.00	0.00	0.00		0.00		
	<b>Sgt</b>			EOD		5.00	17.00	12.00	12.00			
	Dep			EOD		5.00	17.00	12.00		12.00		
	Dep			EOD		5.00	17.00	12.00		12.00		
	Dep			EOD K9		5.00	17.00	12.00		12.00		

Sgt. Approval \_\_\_\_\_

Lt. Approval \_\_\_\_\_



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 31**  
(This Section for use by Clerk of the Board Only.)

**To:** Sonoma County Board of Supervisors

**Board Agenda Date:** September 11, 2018

**Vote Requirement:** Majority

**Department or Agency Name(s):** Permit Sonoma

**Staff Name and Phone Number:**

Derik Michaelson, 565-3095

**Supervisorial District(s):**

1

**Title:** Agricultural Preserve expansion and new Land Conservation Act Contract, AGP16-0009  
Rombauer Vineyards.

### **Recommended Actions:**

Adopt a Resolution to (a) expand an existing Agricultural Preserve by 242.4 acres, and (b) authorize the Chairman of the Board of Supervisors to execute a new Prime Land Conservation Act Contract for the subject parcel located at 3555 Napa Rd, Sonoma; File No. AGP16-0009; Supervisorial District 1.

### **Executive Summary:**

Rombauer Vineyards requests Board approval to (a) add a 242.4 acre parcel (APNs 126-111-007 and 126-091-008) to Agricultural Preserve 2-528, and (b) execute a new Prime Land Conservation Act Contract for 211.9 acres of commercial vineyard land on the subject land. The 242.4 acre property is located on Napa Road, just north of the former Stornetta dairy site and Highway 121. The current proposal meets the minimum requirements of the County's Uniform Rules and is eligible for placement within the existing Preserve and for approval of a new Prime Land Conservation Act Contract.

Authorizing additional land for Agricultural Preserves and new Land Conservation Act Contracts supports the further preservation of agricultural land throughout Sonoma County. In exchange, the County offers reduced property taxes for landowners in agreement to retain such lands in agricultural use.

### **Discussion:**

#### Land Conservation Act Program

The Board of Supervisors' 2011 update of the Sonoma County Uniform Rules for Agricultural Preserves and Farmland Security Zones ("Uniform Rules") provides that the County may execute either a Prime or Non-Prime contract for any eligible land located in an established Agricultural Preserve. The 2011 update further provides that the County implement use of a Land Conservation Plan as part of the required contract for qualifying agricultural and open space uses. Land Conservation Plans show locations of various agricultural, open space, permitted, and compatible land uses on contracted land. Future changes to the Land Conservation Plan may be approved by the Director of Permit Sonoma and recorded on title of the subject parcel.

Agricultural Preserve Expansion

Pursuant to Section 3.3 of the Uniform Rules, the requirement for enlargement of an Agricultural Preserve is that the resulting preserve land be consistent with the General Plan, restricted by zoning compatible with agricultural uses within the Preserve, and comprised of contiguous whole parcels totaling at least 100 acres.

*Conformance* - The subject land qualifies for placement within Agricultural Preserve 2-528 as supported in Findings 1 through 4 of the attached Resolution (Attachment A). Enlargement of Agricultural Preserve 2-528 is consistent with the General Plan because the land is devoted to an agricultural use consisting of vineyards, is designated Land Intensive Agriculture under the General Plan, and is restricted by the LIA (Land Intensive Agriculture) zoning designation which protects lands best suited for permanent agricultural use and capable of relatively high production per acre of land. The enlargement of Preserve 2-528 does not result in any loss of existing contracted land and the proposed addition of 242.4 acres increases the total size of the Preserve to more than 1,012 acres.

Land Conservation Contract

Uniform Rules stipulate that for a Prime Land Conservation Act contract, eligible parcels must be located within an established Agricultural Preserve, restricted by agricultural compatible zoning, and comprised of a single legal parcel of at least 10 acres in size. Eligible parcels must also contain a qualifying agricultural use that occupies at least 50 percent of the site and generates an annual income of no less than \$1,000 per planted acre. Lastly, Uniform Rules provide that an eligible parcel contains only compatible non-agricultural residential and accessory uses occupying no more than 15 percent of the property, up to a maximum of five acres.

*Conformance* - The subject land qualifies for establishment of a new Prime contract as supported in Findings (a) through (g) of the attached Resolution (Attachment A). The subject property contains a total of 242.4 acres and is comprised of a single legal parcel identified as Assessor’s Parcel Numbers 126-011-007 and 126-091-008. The landowner currently devotes 211.9 acres of the site for commercial vineyard production. The planted vineyard area accounts for 87.4 percent of the total parcel and generates an annual income exceeding \$9,000 per acre. The property contains compatible uses occupying a total of 0.8 acres. These uses include a primary residence, an agricultural employee unit, and various accessory structures supporting the current vineyard operation. The remaining 29.7 acres of the site consists of undesignated natural terrain and the riparian corridor of Hyde Creek.

Zoning Designation

The project site is appropriately zoned Land Intensive Agriculture (LIA) with a 60 acre density, and combining districts for Riparian Corridor (RC 50/50-100) with streamside conservation setback requirements of 50 feet for agriculture and between 50 and 100 feet for non-agricultural uses, Local Guidelines (LG/MTN) for Taylor/Sonoma Mountain, Scenic Resource (SR) with both Scenic Corridor and Scenic Landscape Unit designations, and Valley Oak Habitat (VOH).

**Staff Recommendation:**

Staff recommends the Board approve this request because the subject land meets all State and local requirements for placement within the existing Agricultural Preserve and for approval of a Prime Land Conservation Act Contract. This project is Categorical Exempt from the California Environmental

Quality Act (CEQA) per Section 13517 of the CEQA Guidelines.			
<b>Prior Board Actions:</b>			
On December 13, 2011, the Board approved the Sonoma County Uniform Rules for Agricultural Preserves and Farmland Security Zones (Resolution No. 11-0678).			
<b>Strategic Plan Alignment</b> Goal 2: Economic and Environmental Stewardship			
Agricultural Preserves and Land Conservation Act Contracts support agriculture and agribusiness by assisting in the preservation of agricultural land through the incentive of reduced property taxes in exchange for retaining the land in agricultural production.			
<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 16-17 Adopted</b>	<b>FY 17-18 Projected</b>	<b>FY 18-19 Projected</b>
Budgeted Expenses			
Additional Appropriation Requested			
<b>Total Expenditures</b>			
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>			
<b>Narrative Explanation of Fiscal Impacts:</b>			
The Board approves new contracts due to the importance of the County's agricultural economy despite the reduced property tax revenue.			
<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
N/A			

**Attachments:**

Exhibit A: Draft Board of Supervisors Resolution

Exhibit B: Agricultural Preserve Map

Exhibit C: Prime Land Conservation Act Contract

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

Land Conservation Act Contract with attached Exhibit A (legal description) and Exhibit B (Land Conservation Plan with attached Site Plan).



County of Sonoma  
State of California

Date: September 11, 2018

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

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

AGP16-0009 Derik Michaelson

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Approving The Request By Rombauer Vineyards, Inc. To Expand Existing Agricultural Preserve Area (2-528) By Adding 242.4 Acres; And 2) Establish A New Land Conservation Act Contract And Attached Land Conservation Plan; And 3) Authorize The Chair To Execute The New Land Conservation Act Contract And Land Conservation Plan, For Prime Agricultural Land Located At 3555 Napa Rd, Sonoma, Ca; APN(s) 126-111-007 and 126-091-008.**

**Whereas**, a request has been made by property owner Rombauer Vineyards, Inc, to expand Agricultural Preserve No. 2-528 and to authorize the Chair to approve a new Land Conservation Act Contract and attached Land Conservation Plan, for prime agricultural land located within that Agricultural Preserve, 3555 Napa Rd, Sonoma; APNs 126-111-007 and 126-091-008, Supervisorial District No. 1; and

**Whereas**, on December 13, 2011, the Board of Supervisors adopted the updated *Sonoma County Uniform Rules for Agricultural Preserves and Farmland Security Zones (Uniform Rules)* (Resolution No. 11-0678); and

**Whereas**, consistent with the *Uniform Rules*, County Counsel has revised the Land Conservation Act Contract form, which now incorporates a Land Conservation Plan identifying the various uses of the contracted land. Future changes to identified land uses require amendment of the Land Conservation Plan. The Board, pursuant to Resolution No. 11-0678, has authorized the Director of PRMD to approve amendments to executed Land Conservation Plans; and

**Whereas**, the Board of Supervisors finds that the 242.4 acre parcel is currently located adjacent to Agricultural Preserve 2-528, and meets the requirements for a new Prime (Type 1) Land Conservation Act Contract and is suitable to be added the Preserve; and

**Whereas**, consistent with the *Uniform Rules*, the Board of Supervisors may concurrently consider and approve both the enlargement of Agricultural Preserve 2-528 and the new Land Conservation Contract; and

**Whereas**, the Board of Supervisors finds that the inclusion of the 242.4 acres, identified

as APNs 126-111-007 and 126-091-008, into Agricultural Preserve 2-528 is consistent with the Sonoma County General Plan and the applicable provisions of state law; and

**Whereas**, the Board of Supervisors finds that the 242.4 acre parcel will meet the requirements for a new Prime Land Conservation Act Contract, upon inclusion of the land into the Agricultural Preserve Area 2-528.

**Now, Therefore, Be It Resolved** that the Board of Supervisors makes the following specific findings concerning the requirements for enlargement of Agricultural Preserve 1-284:

1. Pursuant to Government Code Section 51231 and under the County's Uniform Rules (Uniform Rule 3.5.A) the Board of Supervisors may modify an existing Agricultural Preserve by a Resolution after a public hearing. Pursuant to Government code Section 51237, the Resolution and enlarged Agricultural Preserve Map (Attachment A to the Resolution) depicting the 242.4 acres added to the preserve area will be recorded.
2. Pursuant to Government Code Section 51234, enlargement of an Agricultural Preserve must be consistent with the General Plan. Also, the use of any land within an Agricultural Preserve must be restricted by zoning that is compatible with the agricultural or open space uses of the land within the preserve subject to Land Conservation contracts. Enlarging the existing Agricultural Preserve 2-528 is consistent with the General Plan because the land is devoted to an agricultural use consisting of vineyards, is designated as Land Intensive Agriculture under the General Plan, and the zoning is LIA (Land Intensive Agriculture) which protects lands best suited for permanent agricultural use and capable of relatively high production per acre of land. The enlargement of the existing Agricultural Preserve Area does not result in any loss of land under the Land Conservation Act program since 242.4 acres is being added.
3. Generally, an Agricultural Preserve must contain at least 100 contiguous acres of land unless the Board of Supervisors finds that a smaller preserve is necessary due to the unique characteristics of the agricultural enterprises in the area and that such preserve is consistent with the General Plan and Zoning Code (Rule 3.3 A of the Uniform Rules for Agricultural Preserves). The proposed addition of 242.4 acres increases the existing size of Preserve 2-528 to over 1,012 acres.
4. The enlargement of Agricultural Preserve 2-528 can be considered concurrently with the application for a new contract and approved by one action.
5. Pursuant to Section 15317 of the CEQA Guidelines, enlargement of the existing Agricultural Preserve and establishment of a new Prime Land Conservation Contract for commercial vineyard production is Categorically Exempt from CEQA.



**Be It Further Resolved** that the Board of Supervisors makes the following specific findings concerning the requirements for a new Prime Land Conservation Act Contract ("Contract"):

- a. Land is within an Agricultural Preserve: Per Board approval, the 242.4 acre parcel will be located within Agricultural Preserve 2-528. The Board of Supervisors may approve an application for the alteration of an Agricultural Preserve concurrently with its approval of an application for a contract within the Preserve.
- b. Agricultural Use of the Land: In Sonoma County this means that at least 50 percent of the land is used for agricultural purposes. The 242.4 parcel is currently planted with 211.9 acres of vineyard and contains 0.8 acres of compatible residential and accessory agricultural uses, with undesignated and natural riparian terrain accounting for the remaining 29.7 acres. The planted vineyard areas account for 87.4 percent of the total parcel therefore exceeds the 50 percent requirement.
- c. Single Legal Parcel Requirement: The land proposed for the contract is comprised of a single legal parcel with the two Assessor's Parcel Numbers, including 126-111-007 and 126-091-008.
- d. Minimum Parcel Size: The minimum requirement for parcel size under the Uniform Rules is 10 acres for prime agricultural land. The subject property contains a total of 242.4 acres and therefore meets minimum parcel size requirement to qualify for a Prime Land Conservation Act Contract.
- e. Minimum Income Requirement: For vineyard land, the minimum income requirement is \$1,000.00 per planted acre gross total annual income. The vineyard operation generates an annual income exceeding \$9,000 per acre and meets the minimum income requirement.
- f. Compatible Uses: Non-agricultural uses of the land must be listed in the Uniform Rules as compatible uses and collectively, cannot occupy more than 15 percent or 5 acres of the total parcel size, whichever is less, excluding public roads, private access roads, and driveways. For this parcel, the 5 acre threshold applies. Existing compatible uses account for 0.8 acres of the total site area. These uses include a primary residence, one agricultural employee unit, and various agricultural related structures supporting the current vineyard operation. Undesignated natural terrain and the riparian corridor of Hyde Creek account for the remaining 29.7 acres of non-agricultural land.
- g. Prime Agricultural Land: Parcels under Prime Land Conservation Act Contracts must devote at least 50 percent of the land to Prime Agricultural land uses. Prime Agricultural Land is defined as land planted with fruit- or nut-bearing trees, vines,

bushes, or crops which have a nonbearing period of less than five years and meet the minimum income requirements. The parcel is planted with 211.9 acres of vineyard which has produced the required income for the last five years, and therefore meets the definition of Prime Agricultural Land.

**Be It Further Resolved** that the Board of Supervisors finds the requested action categorically exempt from the California Environmental Quality Act pursuant to Section 15317, of the State CEQA Guidelines, which provides that enlarging an existing Agricultural Preserve and executing a new Land Conservation Act Contract is exempt from the California Environmental Quality Act.

**Be It Further Resolved** that the Board of Supervisors hereby grants the request to enlarge Agricultural Preserve 2-528 by 242.4 acres as depicted on the map attached to this resolution as Attachment A.

**Be It Further Resolved** that the Board of Supervisors hereby grants the request by Rombauer Vineyards by approving a new Prime Land Conservation Act Contract and attached Land Conservation Plan, to restrict the 242.4 acre parcel located at 3555 Napa Rd, Sonoma; APNs 126-111-007 and 126-091-008.

**Be It Further Resolved** that the Board of Supervisors authorizes the Chair of the Board of Supervisors to execute the Land Conservation Act Contract and attached Land Conservation Plan.

**Be It Further Resolved** that the Clerk of the Board of Supervisors is hereby instructed to record within 20 days and no later than December 31, 2018 (1) this Resolution and Attachment A (the Agricultural Preserve Map) and (2) the associate Land Conservation Act Contract and attached Land Conservation Plan with the Office of the Sonoma County Recorder.

**Be It Further Resolved** that the Board of Supervisors designates the Clerk of the Board as the custodian of the documents and other material which constitute the record of proceedings upon which the decision herein is based, including the original executed Contract an Land Conservation Plan. These documents may be found at the office of the Clerk of the Board, 575 Administration Drive, Room 100-A, Santa Rosa, California 95403.

**Supervisors:**

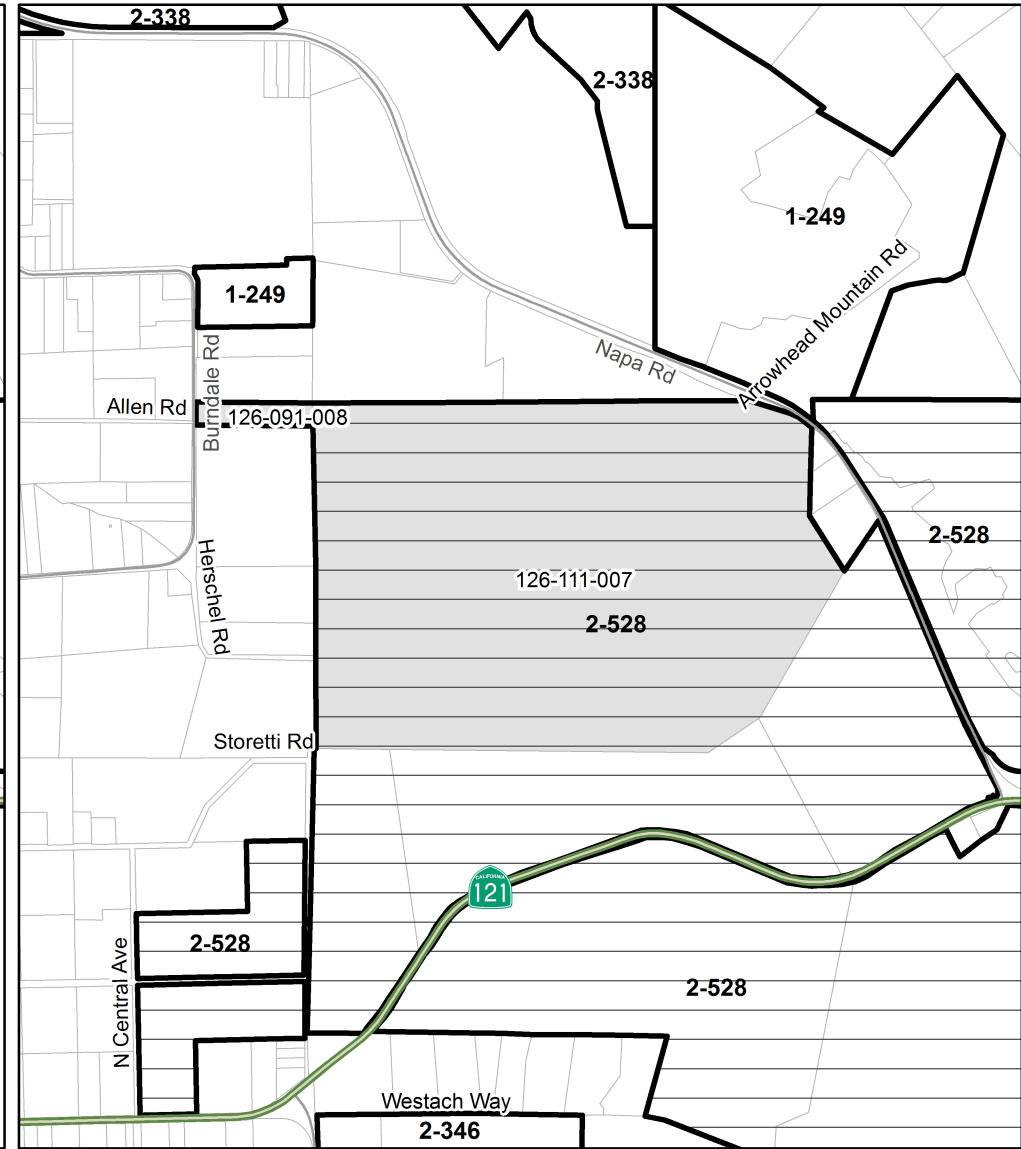
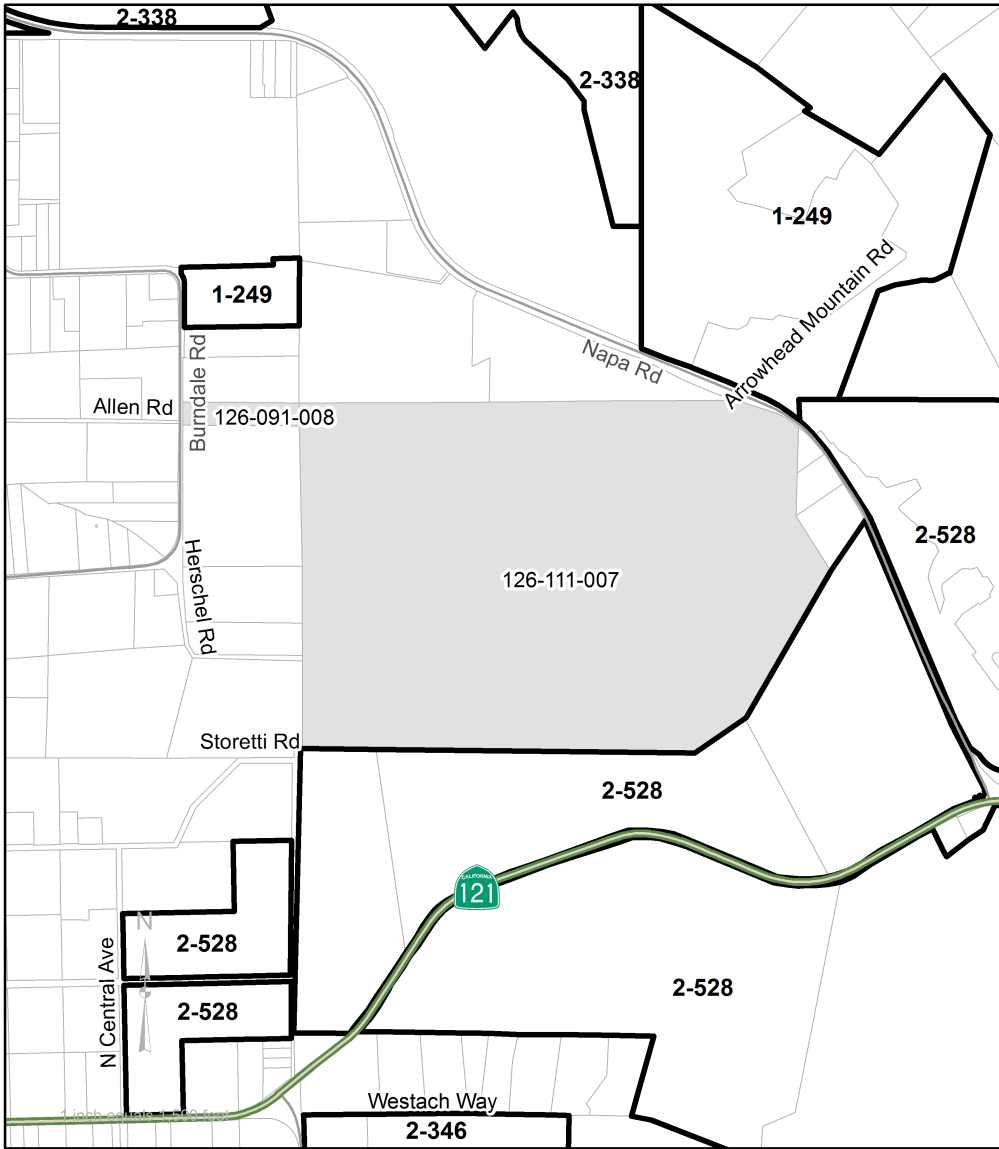
Gorin:                      Rabbitt:                      Gore:                      Hopkins:                      Zane:

Ayes:                                  Noes:                                  Absent:                                  Abstain:

**So Ordered.**

# Existing Agricultural Preserve Area

# Proposed Agricultural Preserve Area



Assessor's parcel data are current as of February 15, 2018. For more current parcel data consult the County of Sonoma Assessor's Office.

No part of this map may be copied, reproduced, or transmitted in any form or by any means without written permission from the Permit and Resource Management Department (PRMD), County of Sonoma, California.

Map Scale and Reproduction methods limit precision in physical features displayed. This map is for illustrative purpose only, and is not suitable for parcel-specific decision making. The parcels contained here-in are not intended to represent surveyed data.

Site-specific studies are required to draw parcel-specific conclusions.

### Agricultural Preserve Amendment Data

- Subject Area and/or Parcel
- Existing Agricultural Preserve Boundary
- Proposed Agricultural Preserve Boundary [Expand 2-528]

### Basemap Data

- Parcels

File: AGP16-0009  
 APN: 126-091-008, 126-111-007  
 Resolution No.: TBD  
 Adopted Date: TBD

## Agricultural Preserve Expansion

County of Sonoma

Permit and Resource Management Department

2550 Ventura Avenue, Santa Rosa, California 95403



**Exempt from Recording Fees  
Per Gov. Code § 27383**

RECORDING REQUESTED BY  
AND RETURN TO:

CLERK OF THE BOARD  
COUNTY OF SONOMA  
575 ADMINISTRATION DRIVE  
SANTA ROSA, CA 95403

**LAND CONSERVATION CONTRACT**

This Contract is made by and between Rombauer Vineyards, Inc., a California Corporation ("Owner(s)") and the County of Sonoma, a political subdivision of the State of California ("County"), and is dated for convenience as \_\_\_\_\_.

**RECITALS**

Whereas Owner(s) own(s) certain real property ("Subject Property") located within Sonoma County and presently identified by Assessor's Parcel Number(s): 126-111-007 and 126-091-008, and more particularly described in the legal description attached to this Contract at Exhibit "A"; and

Whereas both Owner(s) and County desire to limit/continue to limit the use of the Subject Property to agricultural, open space, and compatible uses in order to discourage premature and unnecessary conversion of the Subject Property to uses incompatible with agricultural and/or open space use, including urban uses, recognizing that the Subject Property has substantial public value as agricultural or open space land and that the preservation of the Subject Property in agricultural production or open space constitutes an important physical, social, aesthetic, and economic asset to County and the State of California; and

**OPERATIVE PROVISIONS**

Now, therefore, in consideration of the foregoing recitals and the mutual promises contained herein, the substantial public benefits to be derived therefrom, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner(s) and County agree as follows:

**CONTRACT**

1. **PURPOSE**. This Contract is entered into pursuant to the provisions of the California Land Conservation Act of 1965, Government Code section 51200 et seq. ("Act"), and is subject to all of the provisions of the Act as they may be amended from time to time.

2. SUBJECT PROPERTY.

(a) Owner(s) own(s) the Subject Property, located at 3555 Napa Road, Sonoma, California, and more particularly described in the legal description attached to this Contract as Exhibit "A", and incorporated herein by reference.

(b) The Subject Property is located within established Agricultural Preserve 2-528-17.

(c) The Subject Property is approximately 238.36 acres total and comprised of one (1) legal parcel.

3. TERM. This Contract shall be effective on recordation, and shall remain in effect for a term of 10 years. This Contract shall be automatically renewed for a full term on December 31<sup>st</sup> at the end of each calendar year, unless a Notice of Non-renewal is recorded as provided in Government Code section 51245 and the County's Uniform Rules for Agricultural Preserves and Farmland Security Zones ("Uniform Rules"), adopted by County Board of Supervisor's Resolution No.11-0678 pursuant to Government Code section 51231, -- to the end that at all times during this Contract, there shall be a 10-year term of restriction unless a Notice of Non-renewal has been recorded.

4. REGULATORY COMPLIANCE & RESTRICTIONS ON USE. During the term of this Contract, and all renewals and extensions thereof, the Subject Property shall not be used for any purpose other than (1) "agricultural use," or "open space use," as those phrases are defined by the Act, and (2) any use determined by County to be a "compatible use" defined and enumerated in the Uniform Rules and shall at all times be in compliance with the Uniform Rules as they may be amended from time to time.

5. LAND CONSERVATION PLAN. The use of the Subject Property shall at all times conform to the Land Conservation Plan, attached to this Contract as Exhibit "B", and made a part of this Contract. If an amendment to the Land Conservation Plan is approved by County and recorded, the amended Land Conservation Plan shall be deemed automatically incorporated into the Contract as though fully set forth herein without the need for a contract amendment, upon the renewal of the Contract.

6. UNIFORM RULES & FEES. Owner(s) and County agree that the Uniform Rules, as they now exist or as they may be amended from time to time, are incorporated by reference into this Contract as though set out in full and shall be a part of this Contract upon execution and each renewal of this Contract. Owner(s) agree(s) to comply with the Uniform Rules and agree(s) to pay all fees established by County's Board of Supervisors, if any, for the administration of County's agricultural preserve program, and for the processing of applications required by the Uniform Rules.

7. PLANNING AND ZONING. The provisions of this Contract are not intended to limit or supersede the planning and zoning powers of County.

8. CANCELLATION. This Contract may not be cancelled, except pursuant to Government Code sections 51280 through 51287, and the Uniform Rules.

9. RESCISSION. This Contract may not be rescinded, except pursuant to the provisions of the Act and the Uniform Rules, and upon the simultaneous replacement of this Contract with a replacement contract, open space easement, agricultural conservation easement, or other equivalent restriction as allowed by the Act and state law. County may require the rescission and simultaneous replacement of this Contract with a replacement contract as a condition of any proposed subdivision or lot line adjustment affecting the boundaries of the Subject Property.

10. EMINENT DOMAIN. If any action in eminent domain for the condemnation of any land described in this Contract is filed after the execution of this Contract, or if any portion of the Subject Property is acquired in lieu of condemnation, then the provisions of Government Code section 51295 apply.

11. SUCCESSORS IN INTEREST. This Contract, its terms and restrictions, shall run with the land described herein, and upon division, to all parcels created therefrom, and shall be binding upon and shall inure to the benefit of all heirs, successors, and assigns of Owner(s). This Contract shall be transferred from County to a succeeding city or a county acquiring jurisdiction over all or part of the Subject Property, except that a succeeding city may opt not to succeed to the rights, duties, and powers of the County under this Contract if the requirements of Government Code section 51243 .5 are met.

12. CERTIFICATE OF COMPLIANCE PARCELS. Owner(s) agree(s) not to apply for or obtain recognition of Certificate of Compliance parcels for all or any portion of the Subject Property for the duration of this Contract, without first obtaining the approval of County's Board of Supervisors, as provided in the Uniform Rules, unless a Notice of Non-Renewal has been recorded for the Contract and there are no more than three years remaining on the Contract's term. County may require replacement contracts for recognized Certificate of Compliance parcels.

13. ENFORCEABLE RESTRICTION. Owner(s) and County intend that the terms, conditions, and restrictions of this Contract conform to the Act, as amended, and that this Contract qualify as an enforceable restriction under the provisions of Revenue and Taxation Code sections 421 through 429, inclusive, and within the meaning of California Constitution, article XIII, section 8.

14. REMEDIES FOR BREACH.

(a) This Contract may be enforced by County in an action filed in the Sonoma County Superior Court for the purpose of compelling compliance or restraining any breach or threatened breach thereof, after providing notice to Owner(s). The notice shall contain a general description of the condition claimed to be a violation and shall contain a reasonable and specific cure period during which the violation is to cease and the Subject Property is to be restored to the condition that existed prior to the violation. Owner(s) agree(s) that County's

remedies at law for any violation of the terms of this Contract are inadequate and that County shall be entitled to the injunctive relief described herein, both prohibitive and mandatory, in addition to such other relief, including damages, to which County may be entitled, including specific performance of the terms of this Contract, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies.

(b) A breach of this Contract that constitutes a violation of the Sonoma County Zoning Code may be enforced by County pursuant to Chapter 1 of the Sonoma County Code.

(c) Without altering the provisions of paragraph 8 (Cancellation), a breach of this Contract that constitutes material breach under Government Code section 51250 may be enforced by County or the State of California pursuant to Government Code section 51250, if the requirements of that Section are met.

(d) If Owner(s) breach(es) this Contract, Owner(s) shall pay County one-half percent (1/2 %) of the restricted assessed value of the land subject to this Contract per day for each day the Contract is in breach as liquidated damages. It is understood and agreed that damages for breach of this Contract by Owner(s) are, and will continue to be, impracticable and extremely difficult to ascertain and determine. Execution of this Contract shall constitute agreement by County and Owner(s) that one-half percent (1/2 %) of the restricted assessed value of the land is the actual damage to County and the general public caused by breach of this Contract by Owner(s), and that such sum is liquidated damages and shall not be construed as a penalty. No damages shall be recoverable if the Owner(s) remedies or has commenced and thereafter diligently pursues such action required to remedy any breach or material breach within sixty (60) days after the date written notice of said breach or material breach is sent to Owner(s) by County. This provision does not impair County's ability to enforce this Contract by injunction or specific performance.

(e) The remedies set forth in this paragraph 14 are not exclusive and are not intended to displace any other remedies available to either party as provided by this Contract or any applicable local, state or federal law.

15. NO WAIVER. Enforcement of the terms of this Contract shall be at the sole discretion of County, or where applicable the State of California, and any forbearance by County or State to exercise its rights under this Contract in the event of any violation or threatened violation by Owner(s) of any term of this Contract shall not be deemed or construed to be a waiver by County or State of such term or of any subsequent violation or threatened violation of the same or any other terms of this Contract. Any failure by County or State to act shall not be deemed a waiver or forfeiture of County's or State's right to enforce any and all of the terms of this Contract in the future.

16. CONSIDERATION. Owner(s) shall not receive any payment from County in consideration of the obligations imposed by this Contract. The parties recognize and agree that the consideration for the execution of this Contract is the substantial public benefit to be derived from this Contract and the advantage that will accrue to Owner(s) as a result of any reduction in

the assessed value of the Subject Property due to the imposition of the limitations on the use of the Subject Property contained in this Contract.

17. NOTICE. Notices required to be given under this Contract, or as may otherwise be required by law in connection with the administration of this Contract, shall be made by personal service, or by first-class United States mail, to the parties as follows:

(a) To Owner(s) or successor(s) in interest of Owner(s), at the mailing address shown on the most recent assessment roll for the Subject Property; and

(b) To County, c/o the Clerk of the Board of Supervisors, 575 Administration Drive, Suite 100A, Santa Rosa, California 95403.

IN WITNESS WHEREOF, Owner(s) and County have executed this Contract as of the day and year set forth above.

ATTEST:

Sheryl Bratton, Clerk of the Board

COUNTY OF SONOMA

By: \_\_\_\_\_  
Kay Lowtrip, Chief Deputy  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
James Gore  
Chair, Board of Supervisors

OWNER(S):

ROMBAUER VINEYARDS, INC., A California Corporation

By:   
Robert Knebel, President

**NOTE: Acknowledgments must be attached.**



## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Napa

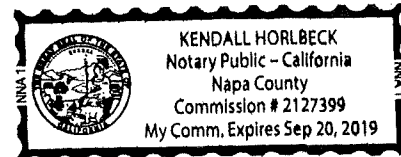
On May 29, 2018 before me, Kendall Horlbeck  
(insert name and title of the officer)

personally appeared Robert Knebel,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he~~ she/they executed the same in ~~his~~ her/their authorized capacity(ies), and that by ~~his~~ her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Kendall Horlbeck (Seal)



ENCUMBRANCE HOLDERS:

We, the undersigned trust, deed or other encumbrance holders, do hereby agree to and agree to be bound by the above imposed restrictions.

WELLS FARGO BANK, N.A.

By: 

A Deed of Trust recorded August 29, 2013, as Instrument No. 2013-088663 of the Sonoma County Official Records

**NOTE: Acknowledgments must be attached.**

## ACKNOWLEDGMENT

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State of California

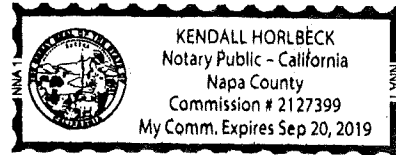
County of Napa

On June 14 2018 before me, Kendall Horlbeck  
(insert name and title of the officer)

personally appeared Carlos Lua  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Kendall Horlbeck

(Seal)

**EXHIBIT "A"**

The real property which is the subject of this CONTRACT is situated within agricultural preserve 2-528-17 as shown by map thereof recorded in preserve map book number 4, page 13 (5A), in the Office of the County Recorder of Sonoma County, California, and said real property is more particularly described as follows:

Real property in the unincorporated area of the County of Sonoma, State of California, described as follows:

A TRACT OF LAND IN T.5 N., R. 5 W., M.D.M., BEING A PORTION OF LOT 43 RANCHO HUICHICA, ACCORDING TO BRADLEY'S MAP OF SAID RANCHO, ON FILED IN BOOK 8 OF MAPS, PAGE 8, SONOMA COUNTY RECORDS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF SAID LOT 43, WHERE THE SAME IS INTERSECTED BY THE EASTERLY LINE OF THE HYDE RANCH SUBDIVISION, A MAP OF SAID SUBDIVISION BEING ON FILE IN BOOK 23 OF MAPS, PAGE 20, SONOMA COUNTY RECORDS; THENCE FROM SAID POINT OF BEGINNING, SOUTH 89° 59' EAST, 3,895.2 FEET TO A STONE MONUMENT; THENCE SOUTH 1° 21' WEST 899.3 FEET; THENCE SOUTH 43° 12' EAST 479.2 FEET; THENCE SOUTH 30° 22' WEST 1,373.8 FEET TO A POINT FROM WHICH A STONE MONUMENT BEARS SOUTH 30° 22' WEST 369.2 FEET; THENCE SOUTH 55° 04' WEST 548.6 FEET TO A POINT FROM WHICH SAID STONE MONUMENT BEARS SOUTH 89° 05' EAST 263.2 FEET; THENCE NORTH 89° 05' WEST 3,054.3 FEET TO A POINT; BEING THE MOST EASTERLY SOUTHEAST CORNER OF LOT 41 OF SAID HYDE RANCH SUBDIVISION AND FROM WHICH POINT A STONE MONUMENT BEARS NORTH 89° 05' WEST 63.0 FEET; THENCE NORTH 0° 05' WEST ALONG THE EASTERLY LINE OF SAID HYDE RANCH SUBDIVISION 2,700.3 FEET TO THE POINT OF BEGINNING.

EXCEPTING ALL THAT PORTION CONVEYED TO THE COUNTY OF SONOMA BY DEED RECORDED NOVEMBER 10, 1961 IN BOOK 1856 OF OFFICIAL RECORDS, PAGE 264, SONOMA COUNTY RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO JAMES T. BUNDSCHU, "LLA # 96-0063 DEED", RECORDED DECEMBER 4, 1997 INSTRUMENT NO. 97-111764.

APN: 126-111-007

Real property in the unincorporated area of the County of Sonoma, State of California, described as follows:

PARCEL ONE:

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE RANCHO DE HUICHICA, COUNTY OF SONOMA, STATE OF CALIFORNIA, PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF LOT 52, HYDE RANCH SUBDIVISION; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT, S. 89° 24' E. 918 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT; THENCE ALONG THE EASTERLY LINE OF SAID LOT, N. 1° 00' W. 180 FEET; THENCE RUNNING PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT, N. 89° 24' W. 917 FEET; THENCE ALONG THE EASTERLY LINE OF HERSHEL ROAD, S. 0° 31' E. 180 FEET TO THE PLACE OF BEGINNING.

BEING THE SOUTHERLY 180 FEET OF LOT 52 HYDE RANCH SUBDIVISION, PART OF RANCHO DE HUICHICA, AS SHOWN ON MAP OF SAME, BOOK 23 OF MAPS, PAGE 20, SONOMA COUNTY RECORDS.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE COUNTY OF SONOMA RECORDED SEPTEMBER 8, 1971 IN BOOK 2563 PAGE 746.

PARCEL TWO:

ALL OF GRANTOR'S RIGHT, TITLE AND INTEREST IN AND TO THE EASEMENTS RESERVED BY  
GRANTOR'S PREDECESSOR IN INTEREST AND MORE PARTICULARLY DESCRIBED IN THAT GRANT

DEED RECORDED DECEMBER 4, 1997 IN THE OFFICIAL RECORDS OF SONOMA COUNTY AS  
DOCUMENT NUMBER 1997-0111764.

APN: 126-091-008

## EXHIBIT "B"

### LAND CONSERVATION PLAN

This Land Conservation Plan is made by and between Rombauer Vineyards, Inc., a California Corporation ("Owner(s)") and the County of Sonoma, a political subdivision of the State of California ("County"), and is hereby incorporated by reference into the Land Conservation Contract to which it is attached as though fully set forth therein ("Contract").

1. PURPOSE. The purpose of this Land Conservation Plan is to identify the approximate location and acreage of designated uses to which the Subject Property is or may be used during the term of the Land Conservation Contract consistent with the terms of the Land Conservation Contract, the Sonoma County Uniform Rules for Agricultural Preserves and Farmland Security Zones ("Uniform Rules"), and the California Land Conservation Act (Government Code section 51200 et seq.), as they now exist, or as they may be amended from time to time.

#### 2. DEFINITIONS.

- a. "Subject Property," shall have the same meaning as the term "Subject Property," as used in the Contract.
- b. "Prime Agricultural Use," means the use of "Prime Agricultural Land," for one or more "Agricultural Use," as those phrases are defined in the Uniform Rules.
- c. "Non-Prime Agricultural Use," means the use of "Non-prime Agricultural Land," for one or more "Agricultural Use," as those phrases are defined in the Uniform Rules.
- d. "Open Space Use," means the use of "Open Space Land for an "Open Space Use," as those phrases are defined in the Uniform Rules.
- e. "Compatible Use," shall have the same meaning as the term "Compatible Use," as used in the Uniform Rules.
- f. "Undesignated Area," means portion of land under the Contract that is vacant and potentially available for any qualifying agricultural and/or compatible use, consistent with the terms of the Contract, the Uniform Rules, and the Land Conservation Act, as they now exist or as they may be amended from time to time. Use of the "Undesignated Area," for agricultural or compatible use requires amendment of this Land Conservation Plan.

3. DESIGNATED LAND USES. Owner(s) agree to manage and maintain the Subject Property in a manner that ensures that the following designated uses will conform to the

identified acreage and location at all times during the term of the Contract and any extensions thereof. Any proposed change to a designated use, acreage, and/or location, requires amendment of this Land Conservation Plan.

Designated Use	Acreage	Location
PRIME AGRICULTURAL USE(S):	211.90 ± acres	See Site Plan
COMPATIBLE USE(S):	1.20 ± acres	See Site Plan
UNDESIGNATED AREA:	29.30 ± acres	See Site Plan
TOTAL:	242.40 ± acres	

4. SITE PLAN. A site plan showing the location of the designated uses described in paragraph 3, above, is attached and incorporated by reference into this Land Conservation Plan. Any proposed change to the Site Plan requires amendment of this Land Conservation Plan.

5. AMENDMENT TO LAND CONSERVATION PLAN.

a. Any change to the acreage or location of the designated uses described in paragraph 3, above, requires written amendment to this Land Conservation Plan, consistent with the Land Conservation Contract, Uniform Rules, and Land Conservation Act, as they now exist or as they may be amended from time to time.

b. Owner(s), or Owner(s) predecessor(s) in interest, may apply to the Permit and Resource Management Department (PRMD) for an amendment of this Land Conservation Plan. With the approval of the Director of PRMD, Owner(s) or Owner(s)' predecessor in interest may designate an agent to file an application for amendment of this Land Conservation Plan on their behalf.

c. The Board of Supervisors, or its designee, shall consider and decide all requests to amend this Land Conservation Plan.

d. All amendments to this Land Conservation Plan are deemed automatically incorporated into the Land Conservation Contract to which it applies, upon approval by the Board of Supervisors or its designee, and upon recordation of the executed amendment with the Sonoma County Recorder's Office.

e. For purposes of property tax assessment, any amendment to the Land Conservation Plan or Land Conservation Contract will be recognized by the Sonoma County Assessor's Office on the January 1<sup>st</sup> lien date of the year following the year in which the amendment is recorded, consistent with Revenue and Taxation Code sec. 430.5.

6. BREACH. Failure to conform to this Land Conservation Plan is a breach of the Land Conservation Contract to which it is attached and incorporated by reference.

AGREEMENT AND STATEMENT BY OWNER(S):

I/we agree to comply with the provisions of this Land Conservation Plan, as it now exists or as it may be amended from time to time, for the duration of the Land Conservation Contract to which it is attached and incorporated by reference, including any and all renewals or extension of the Land Conservation Contract.

ROMBAUER VINEYARDS, INC., a California Corporation

By: Robert Knebel  
Print Name: Robert Knebel  
Print Title: President

5/29/2018  
Date

**NOTE: Acknowledgments must be attached.**

-----County Use Only-----

COUNTY OF SONOMA:  
BOARD OF SUPERVISORS or DESIGNEE OF BOARD OF SUPERVISORS

Approved by: \_\_\_\_\_ Date \_\_\_\_\_  
James Gore, Chair of the Board

Attest:  
Sheryl Bratton, Clerk of the Board

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Kay Lowtrip, Chief Deputy  
Clerk of the Board of Supervisors

**NOTE: Acknowledgments must be attached.**



## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Napa

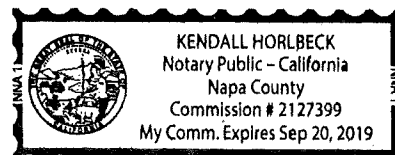
On May 29, 2018 before me, Kendall Horlbeck  
(insert name and title of the officer)

personally appeared Robert Knebel,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

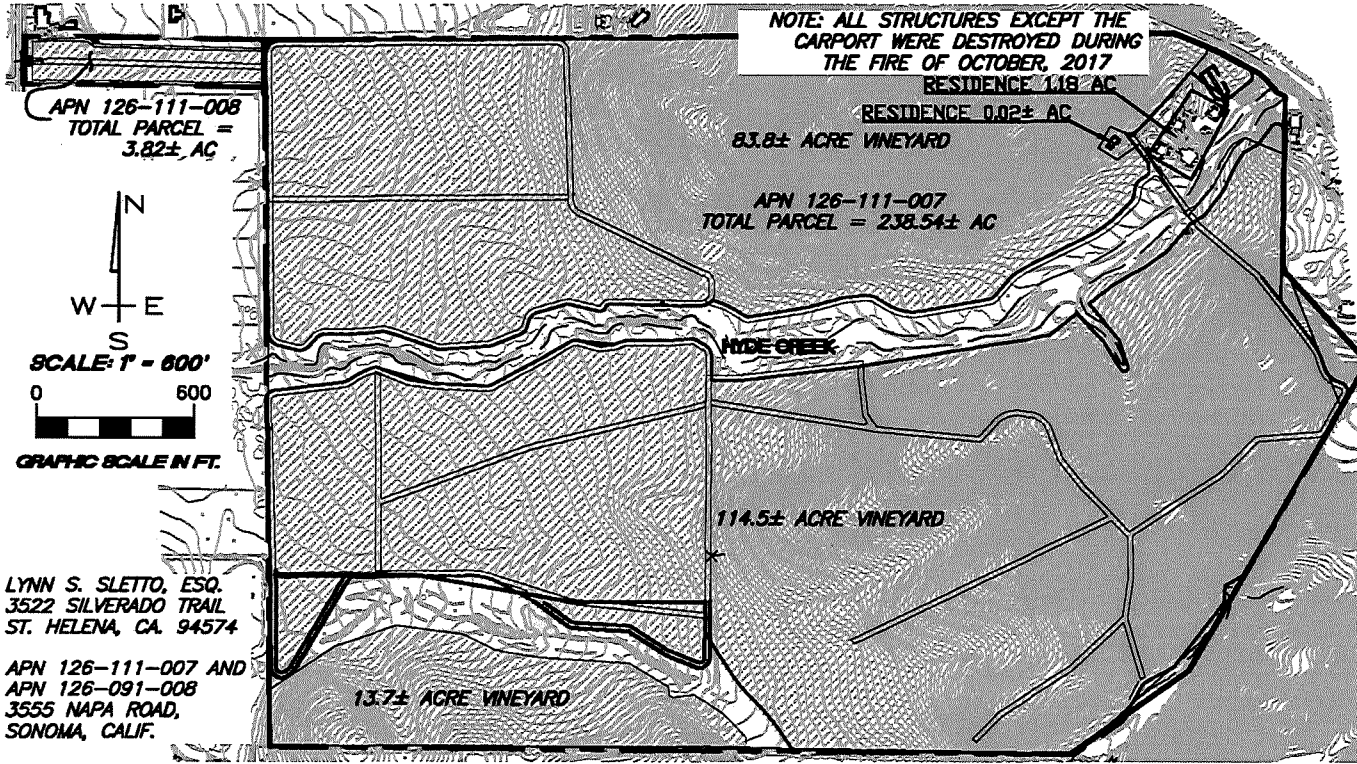
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Kendall Horlbeck (Seal)



3555 Napa Road, Sonoma, CA  
 APN 126-111-007 & 126-091-008



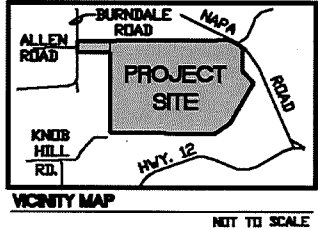
NOTE: ALL STRUCTURES EXCEPT THE CARPORT WERE DESTROYED DURING THE FIRE OF OCTOBER, 2017  
 RESIDENCE 1.18 AC  
 RESIDENCE 0.02± AC

LYNN S. SLETTO, ESQ.  
 3522 SILVERADO TRAIL  
 ST. HELENA, CA. 94574

APN 126-111-007 AND  
 APN 126-091-008  
 3555 NAPA ROAD,  
 SONOMA, CALIF.

**AREA SUMMARY TABLE**

LAND TYPE		ACRES
AG USES	VINEYARD	211.9
COMPATIBLE USES	RESIDENCE & BARN AREAS	1.2
REMAINING	REMAINING NATURAL AREAS	29.3
<b>TOTAL</b>		<b>242.4</b>



**MUNSELLE CIVIL ENGINEERING**  
 CIVIL ENGINEERING & LAND PLANNING  
 613 CENTER STREET  
 HEALDSBURG, CA 95448  
 (707) 395-0968



**WILLIAMSON ACT SITE EXHIBIT  
 ROMBAUER VINEYARDS**  
 APN 126-111-007 AND  
 APN 126-091-008  
 3555 NAPA ROAD, SONOMA, CALIF.

DATE: 03/19/2018  
 JOB NO. 11-12  
 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: 32**  
(This Section for use by Clerk of the Board Only.)

**To:** Sonoma County Board of Supervisors

**Board Agenda Date:** September 11, 2018

**Vote Requirement:** Majority

**Department or Agency Name(s):** Permit Sonoma

**Staff Name and Phone Number:**

Hannah Spencer 565-1928

**Supervisorial District(s):**

4

**Title:** Land Conservation Act Contract Replacement; Timothy and Denyse Browne

### **Recommended Actions:**

Adopt a resolution to approve the requested Prime Land Conservation Act contract replacement and attached Land Conservation Plan for a 29.92 acre property located at 2364 Geysers Rd., Geyserville; APNs 131-030-027 and -028; Permit Sonoma File No. AGP16-0020; Supervisorial District 4.

### **Executive Summary:**

This is a request to execute a new Prime Land Conservation Act contract on the 29.92 acre parcel as a condition of a previously approved Lot Line Adjustment (LLA10-0006). The recorded Lot Line Adjustment resulted in adding 2.5 acres to the subject site. The subject parcel is already under a contract, therefore, this action would rescind the original Prime contract and replace it with a new Prime contract. This action does not require a modification to the Agricultural Preserve Area (1-303) because the added 2.5 acres of land is under the same Agricultural Preserve Area. The subject parcel is located in the foothills of Alexander Valley and contains 12 acres of vineyard, a residence, and oak woodland. Land Conservation Act contracts assists in the preservation of agricultural land throughout Sonoma County. In exchange for retaining land in agricultural production, the landowner receives reduced property taxes.

### **Discussion:**

Timothy and Denyse Browne seek approval of a replacement Prime Land Conservation Act Contract for their 29.92 acre parcel containing 12 acres of vineyard, a residence, and oak woodland. The replacement contract was required as a condition of approval by a previously Board-approved Lot Line Adjustment (file no. LLA10-0006, Resolution No. 15-0351). The subject parcel has been under a prime contract since 2006 (contract #06-161443). The project site is located in the foothills of Alexander Valley, approximately one mile east of Highway 128. The project site is comprised of two Assessor Parcel Numbers (APN 131-030-027, & -028) but is one legal parcel of record. The project site is zoned LIA (Land Intensive Agriculture) B6 20 acre density, with combining district Z (Accessory Unit Exclusion).

As part of the conditions of approval of LLA10-0006, the Browne’s were required to: 1) rescind and replace their Land Conservation Contract; and 2) apply for a zone change and general plan amendment to rezone the adjusted land in order to prevent spot zoning. The Browne’s zone change and general plan amendment applications are currently being processed by Permit Sonoma. Prior to approval of LLA10-0006, the 2.5 acres of land was part of the Board-approved Hall Ranch Subdivision (Permit Sonoma file no. MJS04-0006). As part of the conditions of approval of Hall Ranch Subdivision, the landowner rescinded their Land Conservation Act Contract and replaced it with an Open Space Easement. About half of the 2.5 acres of transferred land is currently planted in vineyard.

As part of the Board of Supervisors’ December 2011 update of the *Sonoma County Uniform Rules for Agricultural Preserves and Farmland Security Zones* (“Uniform Rules”) the Board eliminated the distinction between Prime (Type I) and Non-Prime (Type II) Agricultural Preserves. This allows the County to enter into either a Prime or Non-Prime contract in any established Preserve. The subject 29.92 acre property is within the boundaries of established Agricultural Preserve Area Number 1-303.

Also, as part of the update of the Uniform Rules, the County has implemented use of a Land Conservation Plan which is incorporated into a Land Conservation (Williamson) Act Contract. Land Conservation Plans show locations of various agricultural, open space, permitted, and compatible land uses on contracted land. Future changes to the Land Conservation Plan may be approved by the Director of Permit Sonoma and recorded on title of the subject parcel.

The parcel qualifies for a new Prime contract as described in the attached resolution.

**Staff Recommendation:**

Staff recommends the Board approve the request to replace the existing contract with a new prime contract to reflect the adjusted boundaries of the 29.92 acre parcel because all the state and local requirements for the replacement Prime Land Conservation Act Contract for the 29.92 acre parcel have been met.

**Prior Board Actions:**

- a. On December 13, 2011, the Board approved the Sonoma County Uniform Rules for Agricultural Preserves and Farmland Security Zones (Resolution No. 11-0678).
- b. On September 16, 2014 the Board approved the Hall Ranch Subdivision file no. MJS04-0006
- c. On September 1, 2015 the Board approved Lot Line Adjustment file no. LLA10-0006

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

Agricultural Preserves and Land Conservation Act Contracts support agriculture and agribusiness by assisting in the preservation of agricultural land through the incentive of reduced property taxes in exchange for retaining the land in agricultural production.

<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 16-17 Adopted</b>	<b>FY 17-18 Projected</b>	<b>FY 18-19 Projected</b>
Budgeted Expenses			
Additional Appropriation Requested			
<b>Total Expenditures</b>			
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>			
<b>Narrative Explanation of Fiscal Impacts:</b>			
The Board approves new contracts due to the importance of the County's agricultural economy despite the reduced property tax revenue.			
<b>Staffing Impacts</b>			
<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A – I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
N/A			
<b>Attachments:</b>			
Draft Board of Supervisors Resolution Attachment A: Site Plan			
<b>Related Items "On File" with the Clerk of the Board:</b>			
Land Conservation Act Contract with attached Exhibit A (legal description) and Exhibit B (Land Conservation Plan with attached Site Plan).			



County of Sonoma  
State of California

Date: September 11, 2018

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

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

AGP16-0020 Hannah Spencer



4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,  
Approving The Request By Timothy and Denyse Browne, To Rescind The Original  
Contract And Replace It With A New Land Conservation Act Contract And Attached  
Land Conservation Plan; And Authorize The Chair To Execute The New Land  
Conservation Act Contract And Land Conservation Plan, For Prime Agricultural Land,  
Located At 2364 Geysers Rd., Geyserville; APNs 131-030-027 And -028.**

**Whereas**, a request has been made by the property owner, Timothy and Denyse Browne, to authorize the Chair to rescind the original contract and replace it with a new Land Conservation Act Contract and attached Land Conservation Plan, for prime agricultural land, located at 2364 Geysers Rd., Geyserville; APNs 131-030-027 and -028; Permit Sonoma File No. AGP16-0020; Supervisorial District 4; and,

**Whereas**, in 2006 the subject parcel was entered into a Prime (Type I) Land Conservation Act contract for vineyard (contract #06-161443); and,

**Whereas**, a condition of the previously approved Lot Line Adjustment (Permit Sonoma file no. LLA10-0006), required Timothy and Denyse Browne to file for a replacement contract to coincide with the new property line boundaries; and,

**Whereas**, on December 13, 2011, the Board of Supervisors adopted the updated *Sonoma County Uniform Rules for Agricultural Preserves and Farmland Security Zones (Uniform Rules)* (Resolution No. 11-0678); and,

**Whereas**, consistent with the *Uniform Rules*, County Counsel has revised the Land Conservation Act Contract form, which now incorporates a Land Conservation Plan identifying the various uses of the contracted land. Future changes to identified land uses require amendment of the Land Conservation Plan. The Board, pursuant to Resolution No. 11-0678, has authorized the Director of Permit Sonoma to approve amendments to executed Land Conservation Plans; and,

**Whereas**, the Board of Supervisors finds that the 29.92 acre parcel will meet the requirements for a replacement Prime (Type I) Land Conservation Act Contract.

**Now, Therefore, Be It Resolved**, that the Board of Supervisors makes the following specific findings concerning the requirements for a new Prime (Type I) Land Conservation Act Contract (“Contract”):

1. Land is within an Agricultural Preserve: The 29.92 acre parcel is located within Agricultural Preserve Area no. 1-303.
2. Minimum Parcel Size: The land must be at least 10 acres in size for a Prime Land Conservation Act Contract. The 29.92 acre parcel exceeds the minimum parcel size requirement.
3. Agricultural Use Requirement: A minimum of 50 percent of the land is required to be continuously used or maintained for agricultural uses, open space uses, or a combination of agricultural and open space uses. However, if a parcel is less than 40 acres in size, but more than 12 acres in size, with 50% of the parcel devoted to a combination of agricultural and open space uses, then the agricultural use component must be at least 10 acres planted in permanent crop. Here, the parcel is 29.92 acres, with 12 acres planted in permanent crop (vineyard), and with 11.3 acres of qualifying open space, as described for fully below. As a result, 23.3 acres, which is 78% of the parcel, is devoted to a combination of agricultural and open space uses, which exceeds the 50% threshold.

A wildlife habitat area is defined at Uniform Rule 2.0 as “land or water area designated by the Board of Supervisors, after consulting with and considering the recommendation of the California Department of Fish and Game, as an area of importance for the protection or enhancement of the wildlife resources of the state. Wildlife habitat includes any land area designated in the General Plan as a biotic habitat area or riparian corridor.”

In 2002, Wetlands Research Associates prepared a biological resource survey of the adjacent Hall Ranch Subdivision which encompasses a portion of the subject site. Wetlands Research Associates determined the subject site contains oak woodlands, wildlife corridors, and suitable nesting habitat for song birds and raptors – a habitat type protected under the federal Migratory Songbird Treaty Act. On January 24, 2018, Permit Sonoma staff conducted a site visit and confirmed the presence of intact oak woodland on the remainder of the site. Oak woodland vegetation communities are protected by state law and represent an important sensitive natural vegetation community that is relatively common within Sonoma County. The biological report was provided to the California Department of Fish and Wildlife (formerly Department of Fish and Game) along with a request for consultation and recommendation, but no response has been forthcoming. Based on the biological resource survey, site visit, Department of Fish and Wildlife’s non-response, and survey of aerial maps, staff recommends

that the Board find sufficient evidence to support an open space designation for the oak woodland habitat area by approving the present contract based on a combination of open space and agricultural uses.

4. Single Legal Parcel Requirement: The subject parcel proposed for the replacement contract is comprised of a single legal parcel with the following Assessor's Parcel Numbers: APN 131-030-027 and -028.
5. Minimum Income Requirement: For Prime contracts, the minimum gross annual income requirement is \$1,000.00 per planted acre of permanent crop. For the past five years, the vineyard has generated an average income of \$119,000.00 per year which results in an average of \$9,916.00 per acre per year thus exceeding the required minimum income.
6. Compatible Uses for Agricultural Land: Compatible uses of the land must be listed in the Uniform Rules as compatible uses and collectively, cannot occupy more than 15 percent or 5 acres of the total parcel size, whichever is less, excluding public roads, private access roads, and driveways. For this parcel, the 15% threshold would apply, which amounts to approximately 4.4 acres. The parcel contains a primary residence, a pool, a patio, and landscaping. The total compatible use area consists of approximately 1.42 acres and therefore does not exceed the compatible use threshold under the contract.

**Be It Further Resolved,** that the Board of Supervisors hereby grants the request by Timothy and Denyse Browne to mutually rescind and replace a Prime (Type I) Land Conservation Act contract with a Prime (Type I) Land Conservation Act contract on 29.92 acres within an existing Agricultural Preserve (1-303), and authorize the Chair of the Board to sign the new Prime (Type I) Land Conservation Act Contract for APN(s) APNs 131-030-027 and -028.

**Be It Further Resolved,** that the Clerk of the Board of Supervisors is hereby instructed to record within 20 days and no later than December 31, 2018 (1) this Resolution and Attachment A (the Agricultural Preserve Map) and (2) the associate Land Conservation Act Contract and attached Land Conservation Plan with the Office of the Sonoma County Recorder.

**Be It Further Resolved,** that the Board of Supervisors finds that the project described in this Resolution is exempt from the requirements of the California Environmental Quality Act by virtue of Section 15317 Class 17 of Title 14 of the California Code of Regulations (CEQA Guidelines) in that the project is within an established Agricultural Preserve and is a replacement of a Land Conservation Act Contract.

**Be It Further Resolved,** that the Board of Supervisors designates the Clerk of the Board as the custodian of the documents and other material which constitute



the record of proceedings upon which the decision herein is based, including the original executed Contract and Land Conservation Plan. These documents may be found at the office of the Clerk of the Board, 575 Administration Drive, Room 100-A, Santa Rosa, California 95403.

**Supervisors:**

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**

**AGP16-0020 SITE PLAN**  
2364 Geysers Road, Geyserville  
APN 131-030-027 and -028



**Vineyard: 12 Acres**  
**Homesite: 1.42 Acres**  
**Oak Woodland: 11.3 Acres**  
**Undesignated: 5.2 Acres**

**Total: 29.92 Acres**

Note: property boundary is drawn approximate for AGP16-0020 graphic representation purposes only



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 33**  
(This Section for use by Clerk of the Board Only.)

**To:** Sonoma County Board of Supervisors

**Board Agenda Date:** September 11, 2018

**Vote Requirement:** Majority

**Department or Agency Name(s):** Permit Sonoma

**Staff Name and Phone Number:**

Derik Michaelson, 565-3095

**Supervisorial District(s):**

5

**Title:** Agricultural Preserve expansion and new Land Conservation Act Contract, AGP16-0006 Tresch Farms.

### **Recommended Actions:**

Adopt a Resolution to (a) expand an existing Agricultural Preserve by 60 acres, and (b) authorize the Chairman of the Board of Supervisors to execute a new Non-Prime Land Conservation Act Contract for the subject parcel at 13950 Valley Ford Rd, Petaluma, CA; File No. AGP16-0006; Supervisorial District 5.

### **Executive Summary:**

Joseph W. and Kathleen M. Tresch request Board approval to (a) add a 60 acre parcel (APN 026-060-007) to Agricultural Preserve 2-255, and (b) execute a new Non-Prime Land Conservation Act Contract for 59.4 acres of commercial grazing on the subject land. The 60 acre property is located off of Valley Ford Road (Highway 1) approximately one mile north-east of Valley Ford. The current proposal meets the minimum requirements of the County's Uniform Rules and is eligible for placement within the existing Preserve and for approval of a new Non-Prime Land Conservation Act Contract.

Authorizing additional land for Agricultural Preserves and new Land Conservation Act Contracts supports the further preservation of agricultural land throughout Sonoma County. In exchange, the County offers reduced property taxes for landowners in agreement to retain such lands in agricultural use.

### **Discussion:**

#### Land Conservation Act Program

The Board of Supervisors' 2011 update of the Sonoma County Uniform Rules for Agricultural Preserves and Farmland Security Zones ("Uniform Rules") provides that the County may execute either a Prime or Non-Prime contract for any eligible land located in an established Agricultural Preserve. The 2011 update further provides that the County implement use of a Land Conservation Plan as part of the required contract for qualifying agricultural and open space uses. Land Conservation Plans show locations of various agricultural, open space, permitted, and compatible land uses on contracted land. Future changes to the Land Conservation Plan may be approved by the Director of Permit Sonoma and recorded on title of the subject parcel.

Agricultural Preserve Expansion

Pursuant to Section 3.3 of the Uniform Rules, the requirement for enlargement of an Agricultural Preserve is that the resulting land be consistent with the General Plan, and restricted by zoning compatible with agricultural uses within the Preserve, and comprised of contiguous whole parcels totaling at least 100 acres.

*Conformance* - The land proposed for contract qualifies for placement within Agricultural Preserve 2-255 as supported in Findings 1 through 4 of the attached Resolution (Attachment A). Enlargement of the existing Agricultural Preserve 2-255 is consistent with the General Plan because the land is devoted to an agricultural use consisting of commercial grazing, is designated Land Extensive Agriculture (LEA) under the General Plan, and is restricted under the LEA (Land Extensive Agriculture) zoning designation which protects lands suited for agricultural uses such as commercial grazing, hay production, rotational crop, seasonal or year round row crops, ornamental trees or flowers, and dry farming. The enlargement of Preserve 2-255 does not result in any loss of existing contracted land and the proposed addition of 60 acres increases the total size of the Preserve to more than 3,611 acres.

Land Conservation Contract

Uniform Rules stipulate that for a Non-Prime Land Conservation Act contract, eligible parcels must be located within an established Agricultural Preserve, restricted by zoning compatible with the agricultural land uses, and comprised of a single legal parcel of at least 40 acres in size. Eligible parcels must also contain a qualifying agricultural use occupying at least 50 percent of the site and generating an annual income of at least \$2,000 per farm operation. Lastly, Uniform Rules provide that an eligible parcel contains only compatible non-agricultural residential and accessory uses occupying no more than 15 percent of the property, up to a maximum of five acres.

*Conformance* - The subject land qualifies for establishment of a new Non-Prime contract as supported in Findings (a) through (g) of the attached Resolution (Attachment A). The subject property contains a total of 60 acres and is comprised of a single legal parcel identified as Assessor's Parcel Number 026-060-007. The landowner currently allocates 59.4 acres of the property for commercial grazing of approximately 50 dairy heifers. The grazing use accounts for 99 percent of the total land area and generates an annual income of \$5,900. Uniform Rules confirm commercial grazing as a qualifying non-prime agricultural use. The site is developed with compatible uses occupying 0.4 acres, or one percent of the total parcel. Existing compatible uses include a 4,200 square foot residence and a 20,000 square foot covered barn structure supporting the current grazing operation. Uniform Rules confirm these are compatible uses.

Zoning Designation

The site is appropriately zoned Land Extensive Agriculture (LEA) with a 160 acre density. Applicable combining zones include Riparian Corridor (RC 100/50) with streamside conservation setbacks of 50 feet for agriculture, and 100 feet for non-agricultural uses.

**Staff Recommendation:**

Staff recommends the Board approve this request because the subject land meets all State and local requirements for placement within the existing Agricultural Preserve and for approval of a Non-Prime

Land Conservation Act Contract. This project is Categorically Exempt from the California Environmental Quality Act (CEQA) per Section 13517 of the CEQA Guidelines.

**Prior Board Actions:**

On December 13, 2011, the Board approved the Sonoma County Uniform Rules for Agricultural Preserves and Farmland Security Zones (Resolution No. 11-0678).

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

Agricultural Preserves and Land Conservation Act Contracts support agriculture and agribusiness by assisting in the preservation of agricultural land through the incentive of reduced property taxes in exchange for retaining the land in agricultural production.

**Fiscal Summary**

<b>Expenditures</b>	<b>FY 16-17 Adopted</b>	<b>FY 17-18 Projected</b>	<b>FY 18-19 Projected</b>
Budgeted Expenses			
Additional Appropriation Requested			
<b>Total Expenditures</b>			

**Funding Sources**

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

**Narrative Explanation of Fiscal Impacts:**

The Board approves new contracts due to the importance of the County’s agricultural economy despite the reduced property tax revenue.

**Staffing Impacts**

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

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

N/A

**Attachments:**

Exhibit A: Draft Board of Supervisors Resolution

Exhibit B: Agricultural Preserve Map  
Exhibit C: Non-Prime Land Conservation Act Contract

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

Land Conservation Act Contract with attached Exhibit A (legal description) and Exhibit B (Land Conservation Plan with attached Site Plan).



County of Sonoma  
State of California

Date: September 11, 2018

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

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

AGP16-0006 Derik Michaelson

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Approving The Request By Joseph W. & Kathleen M. Tresch To Expand Existing Agricultural Preserve Area (2-255) By Adding 60 acres; And 2) Establish A New Land Conservation Act Contract And Attached Land Conservation Plan; And 3) Authorize The Chair To Execute The New Land Conservation Act Contract And Land Conservation Plan, For Non-Prime Agricultural Land Located At 13950 Valley Ford Road, Petaluma, Ca; APN 026-060-007.**

**Whereas**, a request has been made by property owner Joseph W. & Kathleen M. Tresch to expand Agricultural Preserve No. 2-255 and to authorize the Chair to approve a new Land Conservation Act Contract and attached Land Conservation Plan, for Non-Prime agricultural land located within that Agricultural Preserve, 13950 Valley Ford Road, Petaluma, Ca; APN 026-060-007, Supervisorial District No. 5; and

**Whereas**, on December 13, 2011, the Board of Supervisors adopted the updated *Sonoma County Uniform Rules for Agricultural Preserves and Farmland Security Zones (Uniform Rules)* (Resolution No. 11-0678); and

**Whereas**, consistent with the *Uniform Rules*, County Counsel has revised the Land Conservation Act Contract form, which now incorporates a Land Conservation Plan identifying the various uses of the contracted land. Future changes to identified land uses require amendment of the Land Conservation Plan. The Board, pursuant to Resolution No. 11-0678, has authorized the Director of PRMD to approve amendments to executed Land Conservation Plans; and

**Whereas**, the Board of Supervisors finds that the 60 acre parcel is currently located adjacent to Agricultural Preserve 2-255, and meets the requirements for a new Non-Prime Land Conservation Act Contract and is suitable for inclusion in the Preserve; and

**Whereas**, consistent with the *Uniform Rules*, the Board of Supervisors may concurrently consider and approve both the enlargement of Agricultural Preserve 2-255 and the new Non-Prime Land Conservation Contract; and

**Whereas**, the Board of Supervisors finds that the inclusion of the 60 acres, identified as

Resolution #

Date: September 11, 2018

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APN 026-060-007, into Agricultural Preserve 2-255 is consistent with the Sonoma County General Plan and the applicable provisions of state law; and

**Whereas**, the Board of Supervisors finds that upon placement into Agricultural Preserve 2-255, the subject parcel will meet the requirements for a new Non-Prime Land Conservation Act Contract.

**Now, Therefore, Be It Resolved** that the Board of Supervisors makes the following specific findings concerning requirements for enlargement of the Agricultural Preserve:

1. Pursuant to Government Code Section 51231 and under the County's Uniform Rules (Uniform Rule 3.5.A) the Board of Supervisors may modify an existing Agricultural Preserve by a Resolution after a public hearing. Pursuant to Government code Section 51237, the Resolution and enlarged Agricultural Preserve Map (Attachment A to the Resolution) depicting the 60 acres added to the preserve area will be recorded.
2. Pursuant to Government Code Section 51234, enlargement of an Agricultural Preserve must be consistent with the General Plan. Also, the use of any land within an Agricultural Preserve must be restricted by zoning that is compatible with the agricultural or open space uses of the land within the preserve subject to Land Conservation contracts. Enlarging the existing Agricultural Preserve 2-255 is consistent with the General Plan because the land is devoted to an agricultural use consisting of commercial grazing, is designated as Land Intensive Agriculture under the General Plan, and the zoning is LEA (Land Extensive Agriculture) which protects lands best suited for permanent agricultural use and capable of relatively high production per acre of land. The enlargement of the existing Agricultural Preserve Area does not result in any loss of land under the Land Conservation Act program since 60 acres is being added.
3. Generally, an Agricultural Preserve must contain at least 100 contiguous acres of land unless the Board of Supervisors finds that a smaller preserve is necessary due to the unique characteristics of the agricultural enterprises in the area and that such preserve is consistent with the General Plan and Zoning Code (Rule 3.3 A of the Uniform Rules for Agricultural Preserves). The proposed addition of 60 acres increases the existing size of Preserve 2-255 to more than 3,611 acres.
4. The enlargement of Agricultural Preserve 2-255 can be considered concurrently with the application for a new contract and approved by one action.
5. Pursuant to Section 15317 of the CEQA Guidelines, enlargement of the existing Agricultural Preserve and establishment of a new Non-Prime Land Conservation Contract for commercial grazing is Categorically Exempt from CEQA.



**Be It Further Resolved** that the Board of Supervisors makes the following specific findings concerning the requirements for a new Non-Prime Land Conservation Act Contract (“Contract”):

- a. Land is within an Agricultural Preserve: Per Board approval, the 60 acre parcel will be located within Agricultural Preserve 2-255. The Board of Supervisors may approve an application for the alteration of an Agricultural Preserve concurrently with its approval of an application for a new Land Conservation Act contract within the Preserve.
- b. Agricultural Use of the Land: In Sonoma County this means that at least 50 percent of the land is used for agricultural purposes. The 60 parcel is currently in agricultural use with 59.4 acres devoted to commercial grazing of dairy heifers; the commercial grazing area therefore exceeds the 50 percent requirement.
- c. Single Legal Parcel Requirement: The land proposed for the contract is comprised of a single legal parcel; Assessor’s Parcel Number 026-060-007.
- d. Minimum Parcel Size: The minimum requirement for parcel size under the Uniform Rules is 40 acres for Non-Prime agricultural land. The subject land contains a total of 60 acres and therefore meets the minimum parcel size requirement to qualify for a Non-Prime Land Conservation Act Contract.
- e. Minimum Income Requirement: For commercial grazing land, the minimum annual income requirement is \$2,000.00 per farm operation. The existing commercial grazing operation generates an annual income of \$5,900 for the property and therefore meets the minimum income requirement.
- f. Compatible Uses: Non-agricultural uses of the land must be listed in the Uniform Rules as compatible uses and collectively, cannot occupy more than 15 percent or 5 acres of the total parcel size, whichever is less, excluding public roads, private access roads, and driveways. For this parcel, the 5 acre threshold applies. The site is developed with existing compatible uses occupying a combined area of 0.6 acres, or one percent of the total parcel. The existing uses include a 4,200 square foot residence and a 20,000 square foot accessory barn structure supporting the current grazing operation. Uniform Rules confirm these uses are compatible.
- g. Non-Prime Agricultural Land: Parcels under Non-Prime Land Conservation (Williamson) Act Contracts must devote at least 50 percent of the land to Non-Prime Agricultural land uses. Non-Prime Agricultural Land as defined by County Uniform Rules includes commercial grazing. The parcel contains 59.4 acres of commercial grazing land which has produced the required income for the last five years and therefore, meets the definition of Non-Prime Agricultural Land.

Resolution #

Date: September 11, 2018

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**Be It Further Resolved** that the Board of Supervisors finds the requested action categorically exempt from the California Environmental Quality Act pursuant to Section 15317, of the State CEQA Guidelines, which provides that enlargement of an existing Agricultural Preserve and executing a new Land Conservation Act Contract is exempt from the California Environmental Quality Act.

**Be It Further Resolved** that the Board of Supervisors hereby grants the request to enlarge Agricultural Preserve 2-255 by 60 acres as depicted on the map attached to this resolution as Attachment A.

**Be It Further Resolved** that the Board of Supervisors hereby grants the request by Joseph W. & Kathleen M. Tresch by approving a new Non-Non-Prime Land Conservation Act Contract and attached Land Conservation Plan, to restrict the 60 acre parcel located at 13950 Highway 1, Valley Ford, CA; APNs 026-060-007.

**Be It Further Resolved** that the Board of Supervisors authorizes the Chair of the Board of Supervisors to execute the Land Conservation Act Contract and attached Land Conservation Plan.

**Be It Further Resolved** that the Clerk of the Board of Supervisors is hereby instructed to record within 20 days and no later than December 31, 2018 (1) this Resolution and Attachment A (the Agricultural Preserve Map) and (2) the associate Land Conservation Act Contract and attached Land Conservation Plan with the Office of the Sonoma County Recorder.

**Be It Further Resolved** that the Board of Supervisors designates the Clerk of the Board as the custodian of the documents and other material which constitute the record of proceedings upon which the decision herein is based, including the original executed Contract an Land Conservation Plan. These documents may be found at the office of the Clerk of the Board, 575 Administration Drive, Room 100-A, Santa Rosa, California 95403.

**Supervisors:**

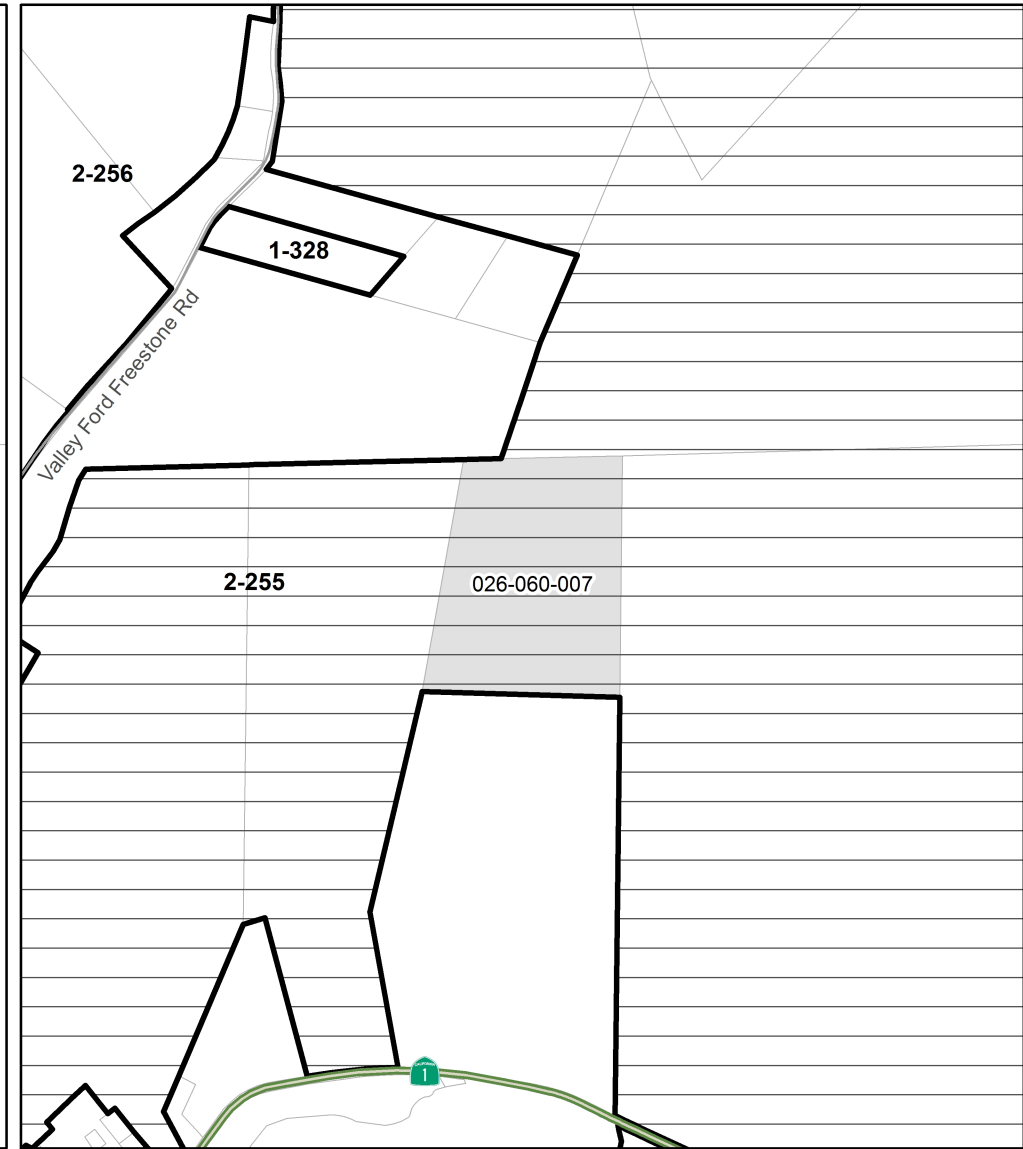
Gorin:                      Rabbitt:                      Gore:                      Hopkins:                      Zane:

Ayes:                                      Noes:                                      Absent:                                      Abstain:

**So Ordered.**

# Existing Agricultural Preserve Area

# Proposed Agricultural Preserve Area






Assessor's parcel data are current as of February 15, 2018. For more current parcel data consult the County of Sonoma Assessor's Office.

No part of this map may be copied, reproduced, or transmitted in any form or by any means without written permission from the Permit and Resource Management Department (PRMD), County of Sonoma, California.


Map Scale and Reproduction methods limit precision in physical features displayed. This map is for illustrative purpose only, and is not suitable for parcel-specific decision making. The parcels contained here-in are not intended to represent surveyed data.

Site-specific studies are required to draw parcel-specific conclusions.

### Agricultural Preserve Amendment Data

-  Subject Area and/or Parcel
-  Existing Agricultural Preserve Boundary
-  Proposed Agricultural Preserve Boundary [Expand 2-255]

### Basemap Data

-  Parcels

File: AGP16-0006  
 APN: 026-060-007  
 Resolution No.: TBD  
 Adopted Date: TBD

## Agricultural Preserve Expansion

County of Sonoma

Permit and Resource Management Department

2550 Ventura Avenue, Santa Rosa, California 95403



**Exempt from Recording Fees  
Per Gov. Code § 27383**

RECORDING REQUESTED BY  
AND RETURN TO:

CLERK OF THE BOARD  
COUNTY OF SONOMA  
575 ADMINISTRATION DRIVE  
SANTA ROSA, CA 95403

**LAND CONSERVATION CONTRACT**

This Contract is made by and between Joseph W. Tresch and Kathleen M. Tresch, Trustees of the Joseph W. Tresch and Kathleen M. Tresch Revocable Trust Dated December 8, 2003, ("Owner(s)") and the County of Sonoma, a political subdivision of the State of California ("County"), and is dated for convenience as June 21, 2018

**RECITALS**

Whereas Owner(s) own(s) certain real property ("Subject Property") located within Sonoma County and presently identified by Assessor's Parcel Number(s): 026-060-007, and more particularly described in the legal description attached to this Contract at Exhibit "A"; and

Whereas Both Owner(s) and County desire to limit/continue to limit the use of the Subject Property to agricultural, open space, and compatible uses in order to discourage premature and unnecessary conversion of the Subject Property to uses incompatible with agricultural and/or open space use, including urban uses, recognizing that the Subject Property has substantial public value as agricultural or open space land and that the preservation of the Subject Property in agricultural production or open space constitutes an important physical, social, aesthetic, and economic asset to County and the State of California; and

**OPERATIVE PROVISIONS**

Now, therefore, in consideration of the foregoing recitals and the mutual promises contained herein, the substantial public benefits to be derived therefrom, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner(s) and County agree as follows:

**CONTRACT**

1. PURPOSE. This Contract is entered into pursuant to the provisions of the California Land Conservation Act of 1965, Government Code section 51200 et seq. ("Act"), and is subject to all of the provisions of the Act as they may be amended from time to time.

2. SUBJECT PROPERTY.

(a) Owner(s) own(s) the Subject Property, located at 13950 Hwy. 1, Valley Ford, California, and more particularly described in the legal description attached to this Contract as Exhibit "A", and incorporated herein by reference.

(b) The Subject Property is located within established Agricultural Preserve 2-255.

(c) The Subject Property is approximately 60 acres total and comprised of one (1) legal parcel.

3. TERM. This Contract shall be effective on recordation, and shall remain in effect for a term of 10 years. This Contract shall be automatically renewed for a full term on December 31<sup>st</sup> at the end of each calendar year, unless a Notice of Non-renewal is recorded as provided in Government Code section 51245 and the County's Uniform Rules for Agricultural Preserves and Farmland Security Zones ("Uniform Rules"), adopted by County Board of Supervisor's Resolution No.11-0678 pursuant to Government Code section 51231, -- to the end that at all times during this Contract, there shall be a 10-year term of restriction unless a Notice of Non-renewal has been recorded.

4. REGULATORY COMPLIANCE & RESTRICTIONS ON USE. During the term of this Contract, and all renewals and extensions thereof, the Subject Property shall not be used for any purpose other than (1) "agricultural use," or "open space use," as those phrases are defined by the Act, and (2) any use determined by County to be a "compatible use" defined and enumerated in the Uniform Rules and shall at all times be in compliance with the Uniform Rules as they may be amended from time to time.

5. LAND CONSERVATION PLAN. The use of the Subject Property shall at all times conform to the Land Conservation Plan, attached to this Contract as Exhibit "B", and made a part of this Contract. If an amendment to the Land Conservation Plan is approved by County and recorded, the amended Land Conservation Plan shall be deemed automatically incorporated into the Contract as though fully set forth herein without the need for a contract amendment, upon the renewal of the Contract.

6. UNIFORM RULES & FEES. Owner(s) and County agree that the Uniform Rules, as they now exist or as they may be amended from time to time, are incorporated by reference into this Contract as though set out in full and shall be a part of this Contract upon execution and each renewal of this Contract. Owner(s) agree(s) to comply with the Uniform Rules and agree(s) to pay all fees established by County's Board of Supervisors, if any, for the administration of County's agricultural preserve program, and for the processing of applications required by the Uniform Rules.

7. PLANNING AND ZONING. The provisions of this Contract are not intended to limit or supersede the planning and zoning powers of County.

8. CANCELLATION. This Contract may not be cancelled, except pursuant to Government Code sections 51280 through 51287, and the Uniform Rules.

9. RESCISSION. This Contract may not be rescinded, except pursuant to the provisions of the Act and the Uniform Rules, and upon the simultaneous replacement of this Contract with a replacement contract, open space easement, agricultural conservation easement, or other equivalent restriction as allowed by the Act and state law. County may require the rescission and simultaneous replacement of this Contract with a replacement contract as a condition of any proposed subdivision or lot line adjustment affecting the boundaries of the Subject Property.

10. EMINENT DOMAIN. If any action in eminent domain for the condemnation of any land described in this Contract is filed after the execution of this Contract, or if any portion of the Subject Property is acquired in lieu of condemnation, then the provisions of Government Code section 51295 apply.

11. SUCCESSORS IN INTEREST. This Contract, its terms and restrictions, shall run with the land described herein, and upon division, to all parcels created therefrom, and shall be binding upon and shall inure to the benefit of all heirs, successors, and assigns of Owner(s). This Contract shall be transferred from County to a succeeding city or a county acquiring jurisdiction over all or part of the Subject Property, except that a succeeding city may opt not to succeed to the rights, duties, and powers of the County under this Contract if the requirements of Government Code section 51243 .5 are met.

12. CERTIFICATE OF COMPLIANCE PARCELS. Owner(s) agree(s) not to apply for or obtain recognition of Certificate of Compliance parcels for all or any portion of the Subject Property for the duration of this Contract, without first obtaining the approval of County's Board of Supervisors, as provided in the Uniform Rules, unless a Notice of Non-Renewal has been recorded for the Contract and there are no more than three years remaining on the Contract's term. County may require replacement contracts for recognized Certificate of Compliance parcels.

13. ENFORCEABLE RESTRICTION. Owner(s) and County intend that the terms, conditions, and restrictions of this Contract conform to the Act, as amended, and that this Contract qualify as an enforceable restriction under the provisions of Revenue and Taxation Code sections 421 through 429, inclusive, and within the meaning of California Constitution, article XIII, section 8.

14. REMEDIES FOR BREACH.

(a) This Contract may be enforced by County in an action filed in the Sonoma County Superior Court for the purpose of compelling compliance or restraining any breach or threatened breach thereof, after providing notice to Owner(s). The notice shall contain a general description of the condition claimed to by County to be a violation and shall contain a reasonable and specific cure period during which the violation is to cease and the Subject Property is to be restored to the condition that existed prior to the violation. Owner(s) agree(s) that County's

remedies at law for any violation of the terms of this Contract are inadequate and that County shall be entitled to the injunctive relief described herein, both prohibitive and mandatory, in addition to such other relief, including damages, to which County may be entitled, including specific performance of the terms of this Contract, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies.

(b) A breach of this Contract that constitutes a violation of the Sonoma County Zoning Code may be enforced by County pursuant to Chapter 1 of the Sonoma County Code.

(c) Without altering the provisions of paragraph 8 (Cancellation), a breach of this Contract that constitutes material breach under Government Code section 51250 may be enforced by County or the State of California pursuant to Government Code section 51250, if the requirements of that Section are met.

(d) If Owner(s) breach(es) this Contract, Owner(s) shall pay County one-half percent (1/2 %) of the restricted assessed value of the land subject to this Contract per day for each day the Contract is in breach as liquidated damages. It is understood and agreed that damages for breach of this Contract by Owner(s) are, and will continue to be, impracticable and extremely difficult to ascertain and determine. Execution of this Contract shall constitute agreement by County and Owner(s) that one-half percent (1/2 %) of the restricted assessed value of the land is the actual damage to County and the general public caused by breach of this Contract by Owner(s), and that such sum is liquidated damages and shall not be construed as a penalty. No damages shall be recoverable if the Owner(s) remedies or has commenced and thereafter diligently pursues such action required to remedy any breach or material breach within sixty (60) days after the date written notice of said breach or material breach is sent to Owner(s) by County. This provision does not impair County's ability to enforce this Contract by injunction or specific performance.

(e) The remedies set forth in this paragraph 14 are not exclusive and are not intended to displace any other remedies available to either party as provided by this Contract or any applicable local, state or federal law.

15. NO WAIVER. Enforcement of the terms of this Contract shall be at the sole discretion of County, or where applicable the State of California, and any forbearance by County or State to exercise its rights under this Contract in the event of any violation or threatened violation by Owner(s) of any term of this Contract shall not be deemed or construed to be a waiver by County or State of such term or of any subsequent violation or threatened violation of the same or any other terms of this Contract. Any failure by County or State to act shall not be deemed a waiver or forfeiture of County's or State's right to enforce any and all of the terms of this Contract in the future.

16. CONSIDERATION. Owner(s) shall not receive any payment from County in consideration of the obligations imposed by this Contract. The parties recognize and agree that the consideration for the execution of this Contract is the substantial public benefit to be derived from this Contract and the advantage that will accrue to Owner(s) as a result of any reduction in

the assessed value of the Subject Property due to the imposition of the limitations on the use of the Subject Property contained in this Contract.

17. NOTICE. Notices required to be given under this Contract, or as may otherwise be required by law in connection with the administration of this Contract, shall be made by personal service, or by first-class United States mail, to the parties as follows:

(a) To Owner(s) or successor(s) in interest of Owner(s), at the mailing address shown on the most recent assessment roll for the Subject Property; and

(b) To County, c/o the Clerk of the Board of Supervisors, 575 Administration Drive, Suite 100A, Santa Rosa, California 95403.

IN WITNESS WHEREOF, Owner(s) and County have executed this Contract as of the day and year set forth above.

ATTEST:

Clerk of the Board of Supervisors  
Sheryl Bratton

County of Sonoma

By: \_\_\_\_\_  
Kay Lowtrip  
Chief Deputy Clerk of the Board

By: \_\_\_\_\_  
James Gore  
Chair, Board of Supervisors

OWNER(S):

JOSEPH W. TRESCH AND KATHLEEN M. TRESCH, TRUSTEES OF THE JOSEPH W. TRESCH AND KATHLEEN M. TRESCH REVOCABLE TRUST DATED DECEMBER 8, 2003

By: Joseph W. Tresch  
Joseph W. Tresch, Trustee

By: Kathleen M. Tresch  
Kathleen M. Tresch, Trustee



## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Sonoma )

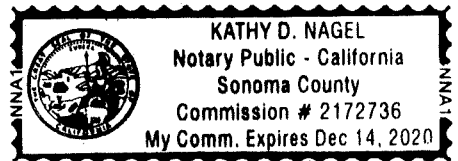
On JUNE 21, 2018 before me, KATHY D. NAGEL  
(insert name and title of the officer)

personally appeared JOSEPH W. TRESCH,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Kathy D Nagel (Seal)



## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Sonoma )

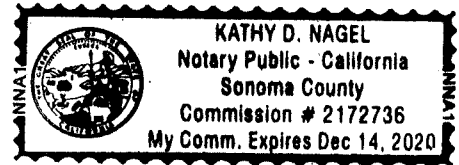
On June 21, 2018 before me, KATHY D. NAGEL  
(Insert name and title of the officer)

personally appeared KATHLEEN M. TRESCH,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Kathy D. Nagel (Seal)



**EXHIBIT "A"**

The real property which is the subject of this CONTRACT is situated within agricultural preserve 2-256 as shown by map thereof recorded in preserve map book number 4, Page 30, in the Office of the County Recorder of Sonoma County, California, and said real property is more particularly described as follows:

SEE NEXT PAGE

**EXHIBIT "A"**  
Legal Description

**For APN/Parcel ID(s): 026-060-007-000**

---

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF SONOMA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Parcel A:

Parcel 2, as numbered and designated upon that certain Parcel Map No. 5869 filed in the office of the County Recorder of Sonoma County on December 6, 1978 in Book 281 of Maps at Pages 22 and 23, Sonoma County Records.

Parcel B:

A 50 foot easement for general road and public utilities purposes as shown upon that certain Parcel Map No. 5869 filed in the office of the County Recorder of Sonoma County on December 6, 1978 in Book 281 of Maps at Pages 22 and 23, Sonoma County Records.

Parcel C:

An easement for general road purposes having a uniform width of 50 feet over Parcel One of Parcel Map No. 5869 filed for record December 6, 1978 in Book 281 of Maps pages 22 and 23, Sonoma County Records, and being a portion of the lands described in the Deed to James H. Moreda and Darlene R. Moreda recorded January 15, 1979 in Book 3511, page 641, Sonoma County Records, the centerline of which is more particularly described as follows:

Commencing at the found 1/2 inch iron pipe as shown on Parcel Map No. 5869, recorded in Book 281 of Maps, page 22, Sonoma County Records from which another found 1/2 inch iron pipe bears N 10°15'01" W 1196.40 feet more or less, said found pipe being the basis of bearing of this road description; thence S 10° 15' 01" E 2.00 feet more or less to the right of way of Highway 1; thence along a concave curve to the right from a tangent bearing of N 89° 29' 24" E through a central angle of 0° 24' 43" with a radius of 3530 feet through an arc length of 25.38 feet to the true point of beginning of the herein described centerline; thence N 10°15' 01" W 1095.39 feet, parallel with the Westerly line of Parcel 1 of said Parcel Map #5869 and 25 feet from said line, to the beginning of a tangent curve to the right having a radius of 100 feet through a central angle of 42°00' 00" along said curve an arc distance of 73.30 feet; thence N 31°44' 59" E 10.47 feet to the beginning of a tangent curve to the left with a radius of 100.00 feet through a central angle of 44° 43' 51" along an arc distance of 78.07 feet; thence N 12° 58' 52" W, 68.50 feet to a tangent curve to the right having a radius of 200 feet through a central angle of 23° 06' 57" along an arc length of 80.69 feet; thence parallel with said Westerly boundary of said Parcel 1 N 10° 08' 05" E 803.84 feet to Point A, thence along a tangent curve to the right with a radius of 85.00 feet through a central angle of 83° 40' 46" through an arc distance of 124.14 feet; thence S 86° 11' 09" E 121.55 feet to a tangent curve to the left with a radius of 225.00 feet through a central angle of 15° 16' 34" along an arc length of 59.99 feet; Thence N 78° 32' 17" E 113.13 feet to tangent curve to the left with a radius of 150.00 feet through a central angle of 9° 11' 49" along an arc length of 24.08 feet; thence N 69° 20' 28" E 68.78 feet to a tangent curve to the left with a radius of 100.00 feet through a central angle of 55° 04' 25" along an arc distance of 96.12 feet; thence N 14° 16' 03" E 188.93 feet to an angle point, thence N 12° 57' 31" E 328.93 feet to an angle Point; thence N 8° 22' 33" E 49 feet more or less to point B the boundary of Parcel 1 and Parcel 2 as shown in said Parcel Map 5869; said intersection bearing S 89° 47' W 551.09 feet, more or less to the common Westerly corner of said Parcel 1 and Parcel 2 of said Parcel Map No. 5869.

This description intends to follow or include the existing gravel road now in existence.

## EXHIBIT "B"

### LAND CONSERVATION PLAN

This Land Conservation Plan is made by and between Joseph W. Tresch and Kathleen M. Tresch, Trustees of the Joseph W. Tresch and Kathleen M. Tresch Revocable Trust Dated December 8, 2003, ("Owner(s)") and the County of Sonoma, a political subdivision of the State of California ("County"), and is hereby incorporated by reference into the Land Conservation Contract to which it is attached as though fully set forth therein ("Contract").

1. PURPOSE. The purpose of this Land Conservation Plan is to identify the approximate location and acreage of designated uses to which the Subject Property is or may be used during the term of the Land Conservation Contract consistent with the terms of the Land Conservation Contract, the Sonoma County Uniform Rules for Agricultural Preserves and Farmland Security Zones ("Uniform Rules"), and the California Land Conservation Act (Government Code section 51200 et seq.), as they now exist, or as they may be amended from time to time.

#### 2. DEFINITIONS.

- a. "Subject Property," shall have the same meaning as the term "Subject Property," as used in the Contract.
- b. "Prime Agricultural Use," means the use of "Prime Agricultural Land," for one or more "Agricultural Use," as those phrases are defined in the Uniform Rules.
- c. "Non-Prime Agricultural Use," means the use of "Non-prime Agricultural Land," for one or more "Agricultural Use," as those phrases are defined in the Uniform Rules.
- d. "Open Space Use," means the use of "Open Space Land for an "Open Space Use," as those phrases are defined in the Uniform Rules.
- e. "Compatible Use," shall have the same meaning as the term "Compatible Use," as used in the Uniform Rules.
- f. "Undesignated Area," means portion of land under the Contract that is vacant and potentially available for any qualifying agricultural and/or compatible use, consistent with the terms of the Contract, the Uniform Rules, and the Land Conservation Act, as they now exist or as they may be amended from time to time. Use of the "Undesignated Area," for agricultural or compatible use requires amendment of this Land Conservation Plan.

3. DESIGNATED LAND USES. Owner(s) agree to manage and maintain the Subject Property in a manner that ensures that the following designated uses will conform to the identified acreage and location at all times during the term of the Contract and any extensions thereof. Any proposed change to a designated use, acreage, and/or location, requires amendment of this Land Conservation Plan.

<u>Designated Use</u>	<u>Acreage</u>	<u>Location</u>
NON-PRIME AGRICULTURAL USE(S):	59.40 ± acres	See Site Plan
COMPATIBLE USE(S):	.60 ± acres	See Site Plan
TOTAL:	60.00± acres	

4. SITE PLAN. A site plan showing the location of the designated uses described in paragraph 3, above, is attached and incorporated by reference into this Land Conservation Plan. Any proposed change to the Site Plan requires amendment of this Land Conservation Plan.

5. AMENDMENT TO LAND CONSERVATION PLAN.

a. Any change to the acreage or location of the designated uses described in paragraph 3, above, requires written amendment to this Land Conservation Plan, consistent with the Land Conservation Contract, Uniform Rules, and Land Conservation Act, as they now exist or as they may be amended from time to time.

b. Owner(s), or Owner(s) predecessor(s) in interest, may apply to the Permit and Resource Management Department (PRMD) for an amendment of this Land Conservation Plan. With the approval of the Director of PRMD, Owner(s) or Owner(s)' predecessor in interest may designate an agent to file an application for amendment of this Land Conservation Plan on their behalf.

c. The Board of Supervisors, or its designee, shall consider and decide all requests to amend this Land Conservation Plan.

d. All amendments to this Land Conservation Plan are deemed automatically incorporated into the Land Conservation Contract to which it applies, upon approval by the Board of Supervisors or its designee, and upon recordation of the executed amendment with the Sonoma County Recorder's Office.

e. For purposes of property tax assessment, any amendment to the Land Conservation Plan or Land Conservation Contract will be recognized by the Sonoma County Assessor's Office on the January 1<sup>st</sup> lien date of the year following the year in which the amendment is recorded, consistent with Revenue and Taxation Code sec. 430.5.

6. BREACH. Failure to conform to this Land Conservation Plan is a breach of the Land Conservation Contract to which it is attached and incorporated by reference.

AGREEMENT AND STATEMENT BY OWNER(S):

I/we agree to comply with the provisions of this Land Conservation Plan, as it now exists or as it may be amended from time to time, for the duration of the Land Conservation Contract to which it is attached and incorporated by reference, including any and all renewals or extension of the Land Conservation Contract.

JOSEPH W. TRESCH AND KATHLEEN M. TRESCH, TRUSTEES OF THE JOSEPH W. TRESCH AND KATHLEEN M. TRESCH REVOCABLE TRUST DATED DECEMBER 8, 2003

Joseph W. Tresch  
Print Name: Joseph W. Tresch  
Print Title: Trustee

6/21/18  
Date

Kathleen M. Tresch  
Print Name: Kathleen M. Tresch  
Print Title: Trustee

6/21/2018  
Date

**NOTE: Acknowledgments must be attached.**

-----County Use Only-----

COUNTY OF SONOMA:  
BOARD OF SUPERVISORS or DESIGNEE OF BOARD OF SUPERVISORS

Approved by:

ATTEST:

Clerk of the Board of Supervisors  
Sheryl Bratton

County of Sonoma

By: \_\_\_\_\_  
Kay Lowtrip  
Chief Deputy Clerk of the Board

By: \_\_\_\_\_  
James Gore  
Chair, Board of Supervisors

**NOTE: Acknowledgments must be attached.**

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Sonoma )

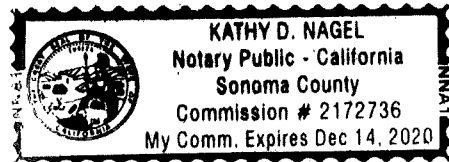
On JUNE 21, 2018 before me, KATHY D. NAGEL  
(insert name and title of the officer)

personally appeared JOSEPH W. TRESCH,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Kathy D. Nagel (Seal)





## ACKNOWLEDGMENT

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State of California  
County of Sonoma )

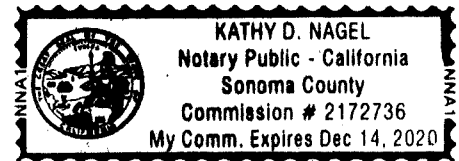
On JUNE 21, 2018 before me, KATHY D. NAGEL  
(insert name and title of the officer)

personally appeared KATHLEEN M. TRESCH,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

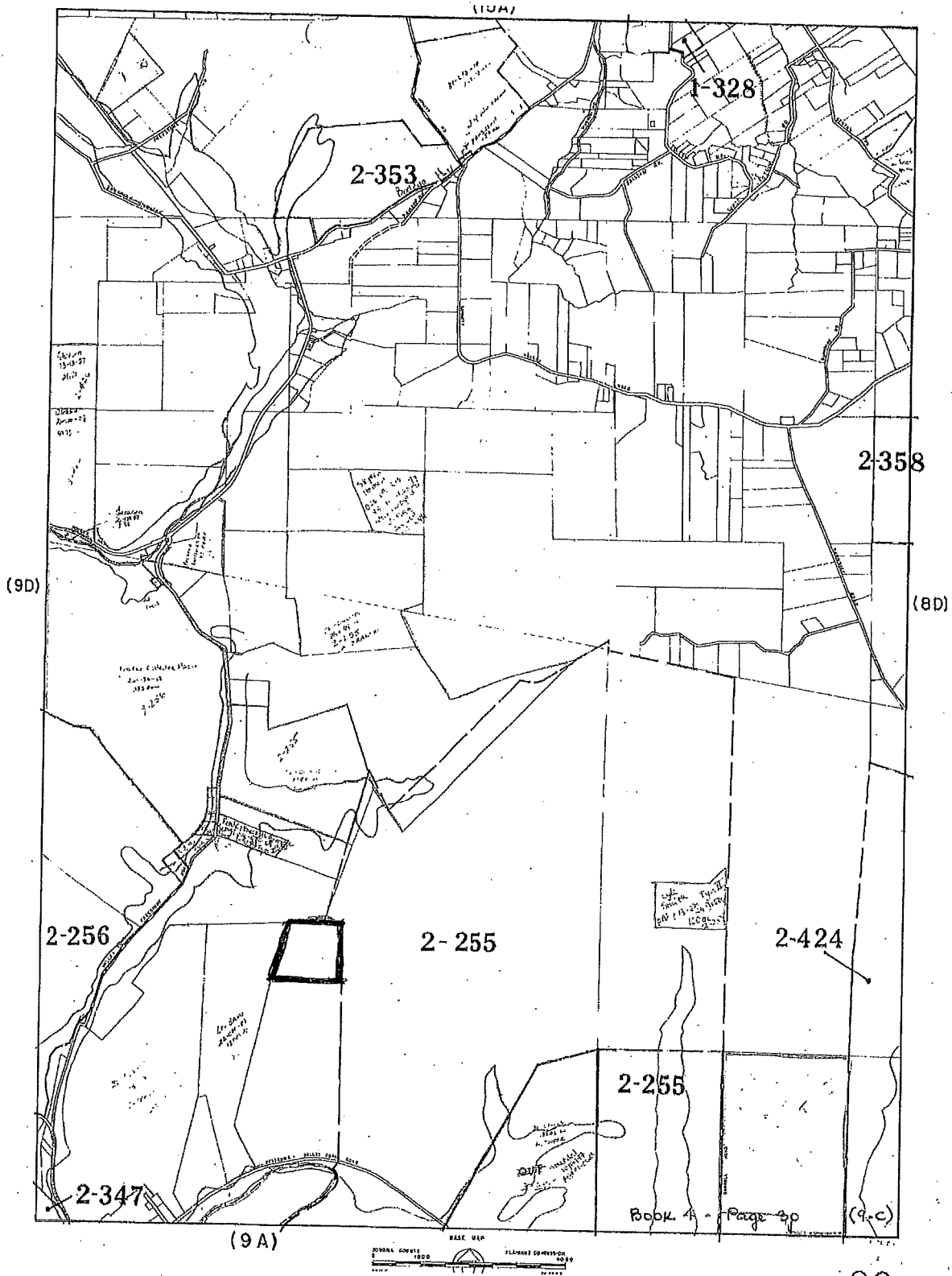
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

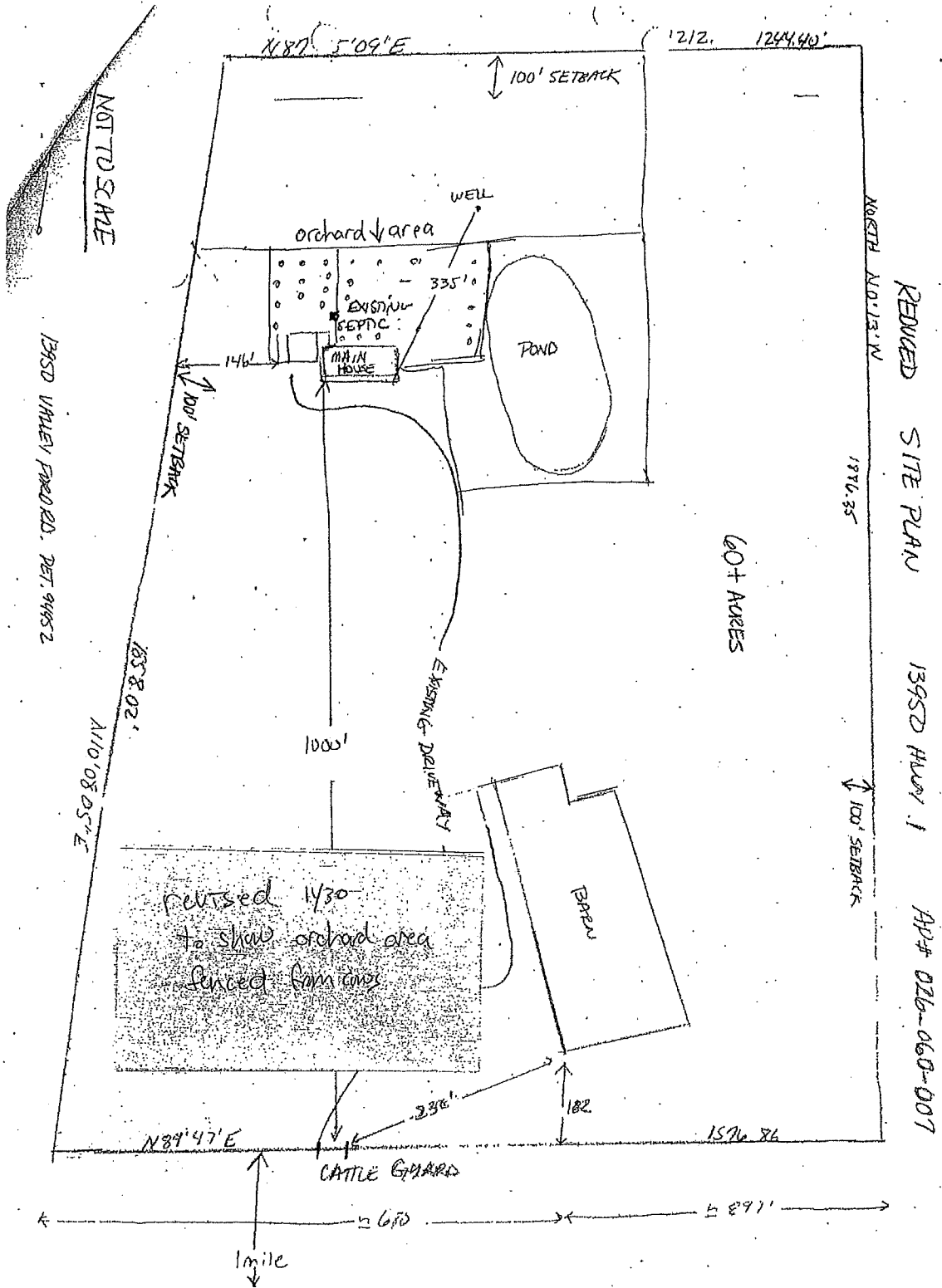
Signature Kathy D. Nagel (Seal)



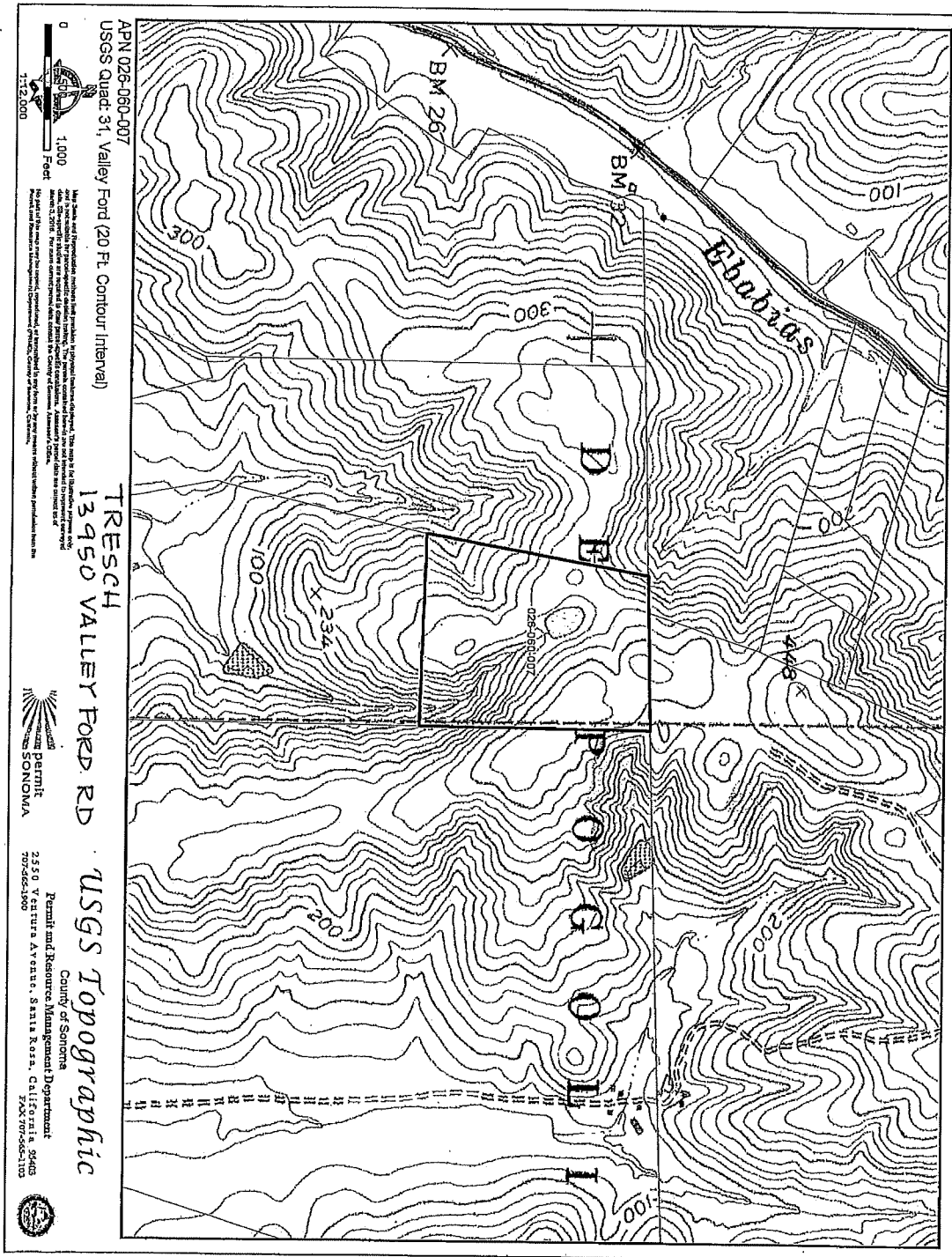
SITE MAP  
13950 Hwy. 1, Valley Ford  
APN 026-060-007



SITE MAP  
 13950 Hwy. 1, Valley Ford  
 APN 026-060-007



SITE MAP  
 13950 Hwy. 1, Valley Ford  
 APN 026-060-007





## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 34**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** September 11, 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:** Solid Waste Collection Franchise Agreement – Sonoma Garbage Collectors Second Amendment

### **Recommended Actions:**

Authorize the Chair to execute Amendment No. 2 to the Solid Waste Collection Franchise Agreement By and Between the County of Sonoma and Sonoma Garbage Collectors (SGC) to: (a) provide a residential 20-gallon garbage can service option; and (b) change the audit period from Company's preceding fiscal year to County's preceding fiscal year.

### **Executive Summary:**

On November 3, 2015, the Board approved the First Amendment to the Solid Waste Collection Franchise Agreement with SGC. The original agreement with SGC was approved by the Board on July 13, 2010. The 20-year Franchise Agreement provides for monthly franchise fees to be paid to the County based upon a percentage of gross revenue resulting from the franchise haulers' operations, ensures that all solid waste collected is delivered to the County's regional disposal system, provides special services including bulky item pickup, roadside collection of whole Christmas trees after the holiday, and walk-in service for the disabled free of charge. Additional contract provisions address control of solid waste flow, residual waste from the single-stream recycling facility, processing construction and demolition wastes, customer service, vehicle standards, and auditing and reporting requirements.

### **20 gallon can option**

Unincorporated County customers of SGC have expressed interest in having a 20-gallon cart option to dispose of solid waste. The existing Agreement only offers rates for Single Family Dwellings a 32, 34, 64, and 96-gallon garbage can.

The existing Agreement offers the following residential service rates:

32 gallon can at \$36.81

64 gallon can at \$52.77

96 gallon can at \$68.73

The proposed 20-gallon cart option is \$31.36 per month. The rate for the new service has been set to cover the expected fixed service and equipment costs for this service, while providing a discount from the larger can size and an incentive to reduce waste.

**Audit Period**

The Auditor-Controller-Treasurer-Tax –Collector’s (ACTTC) office recommends that the County align the tracking of franchise fee payments based on the County’s fiscal year instead of the Company’s fiscal year.

**Discussion:**

**20 gallon can option**

Unincorporated County customers of SGC have expressed interest in a 20-gallon cart option to dispose of solid waste. A 20-gallon option will allow customers to better match the size of the garbage can to the amount of waste they generate. Customers who elect to downsize garbage cans will effectively reduce their monthly garbage expense.

**Audit Period**

A 2017 audit of Redwood Empire Disposal (RED), now Recology, conducted by ACTTC office, recommended that the County realign the tracking of franchise fee payments based on the County’s fiscal year instead of the Company’s fiscal year. This recommendation was intended to extend to both RED and SGC’s Agreements but was never implemented. This second amendment will fulfil the ACTTC’s audit recommendation by changing the audited franchise fee statement-reporting period from January 1 – December 31 to July 1 – June 30.

In order to align franchise fee payments and reporting with the County’s fiscal year, ACTTC recommended that Section 7.3.2 of the Agreement be amended to reflect the recommendation.

**Prior Board Actions:**

11/03/15: Board approved the First Amendment to the Solid Waste Collection Franchise Agreement with SGC.

7/13/10: Board adopted Resolution No. 10-0559 approving a 20-year Solid Waste Collection Franchise Agreement with SGC.

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

The Solid Waste Collection Franchise Agreement provide the Sonoma County communities with safe and efficient collection services for solid waste disposal, diverting recyclables, and organic materials.

<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 18-19 Adopted</b>	<b>FY 19-20 Projected</b>	<b>FY 20-21 Projected</b>
Budgeted Expenses			
Additional Appropriation Requested			
<b>Total Expenditures</b>			
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>			
<b>Narrative Explanation of Fiscal Impacts:</b>			
There is no expense to the Integrated Waste Division Budget related to these amendments. SGC charges rates directly to the collection customers.			
<b>Staffing Impacts</b>			
<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A – I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
Exhibit C – Service Rates; Second Amendment			
<b>Related Items “On File” with the Clerk of the Board:</b>			
Original Solid Waste Franchise Agreement with Sonoma Garbage Collectors; First Amendment to the Solid Waste Franchise Agreement.			

**EXHIBIT C  
SERVICE RATES  
Effective July 1, 2018**

**Single Family Dwelling Unit Monthly Rates**

Service	Effective April 1, 2018	Effective July 1, 2018
20-gallon garbage can	N/A	\$31.36
32-gallon garbage can	\$36.81	\$36.81
64-gallon garbage can	\$52.77	\$52.77
96-gallon garbage can	\$68.73	\$68.73
greenwaste bin – each bin after first two	\$12.79	\$12.79
recycling bin – each bin after first two	\$11.64	\$11.64
recycling only service	\$12.49	\$12.49

**Mobile Home Park Rates**

If each individual homeowner receives and pays a separate billing, single family dwelling unit rates apply. Where one bill is sent to the mobile home park manager, and the manager remits payment on behalf of all residents in the mobile home park, single family dwelling collection rates shall be reduced by 10%.

**Debris Box Per Pull Rates <sup>1</sup>**

Service	Effective April 1, 2018	Effective July 1, 2018
20 cubic yards	\$339.32	\$339.32
30 cubic yards	\$349.81	\$349.81
40 cubic yards	\$354.32	\$354.32

<sup>1</sup> Does not include the current per ton disposal cost which shall be added in addition to the per pull cost.



**SECOND AMENDMENT TO SOLID WASTE COLLECTION  
FRANCHISE AGREEMENT**

This amendment (“Second Amendment”) is entered into as of September 11, 2018 (“Effective Date”) by and between the County of Sonoma (“County”) and Sonoma Garbage Collectors (“Company”).

RECITALS

WHEREAS, on July 13, 2010, County and Company entered into a Solid Waste Collection Franchise Agreement (“Original Agreement”); and

WHEREAS, County and Company amended the Original Agreement on October 6, 2015 (“First Amendment”); and

WHEREAS, the Original Agreement as modified by the First Amendment is hereafter referred to as the “Agreement”; and

WHEREAS, County and Company desire to amend the Agreement to provide unincorporated County customers of Sonoma Garbage Collectors with a 20-gallon residential service option; and

WHEREAS, County and Company desire to amend the Agreement to change the audit period from Company’s preceding fiscal year to County’s preceding fiscal year.; and

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

AGREEMENT

1. Section 7.3.2 (Financial Information) shall be amended to read:

“By October 1<sup>st</sup> of each year, Company shall deliver to the County two (2) copies of the audited franchise fee statements of franchise fees due under this Agreement for the period of co-extensive with the County’s preceding fiscal year. With regard to reporting net revenues related to the processing of Recyclable Materials, Company shall provide the independent certified public accountant performing the franchise fee audit with the financial data required to document the proper reporting of gross revenues collected from Recyclables net of the allowed processing fee of \$75 per ton (as adjusted by this Agreement). The annual franchise fee statements shall be prepared in accordance with this Agreement and shall be audited in accordance with Generally Accepted Accounting Principles (GAAP) consistently applied. Annual franchise fee statements shall be audited in accordance with Generally Accepted Auditing Standards (GAAS) by an independent third party Certified Public Accountant (CPA) licensed (in good standing) to practice public accounting in the State of California as determined by the State of California Department of Consumer Affairs Board of Accountancy. The CPA opinion on Company’s annual franchise fee statements shall be unqualified.”

2. Exhibit C (Service Rates) shall be deleted entirely and replaced with the revised Exhibit C, attached hereto as Attachment 1 to this Second Amendment.

3. Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement, together with exhibits, shall continue to be in full force and effect as originally executed, and nothing contained herein shall be construed to modify, invalidate, or otherwise affect any provision of the Agreement or any right of County arising thereunder. All capitalized terms used herein shall, unless otherwise defined, have the meaning ascribed to those terms in the Agreement, as amended.

4. The Recitals are incorporated into and form a part of this Second Amendment.

COUNTY AND COMPANY HAVE CAREFULLY READ AND REVIEWED THIS SECOND AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS SECOND AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.

IN WITNESS WHEREOF, County and Company have executed this Second Amendment as of the Effective Date.

SONOMA GARBAGE COLLECTORS,  
a California corporation

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

Name: John Curotto

Title: President

COUNTY OF SONOMA, a political subdivision  
Of the State of California

\_\_\_\_\_  
Chair  
Board of Supervisors

CERTIFICATES OF INSURANCE ON FILE WITH  
AND APPROVED AS TO SUBSTANCE FOR COUNTY:

\_\_\_\_\_  
Johannes Hovertsz, Director  
Sonoma County Transportation and Public Works

APPROVED AS TO FORM FOR COUNTY:

\_\_\_\_\_  
Lisa A. Pheatt  
Deputy County Counsel



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 35**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** September 11, 2018

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Katie Greaves

**Supervisorial District(s):**

County-wide

**Title:** Gold Resolution recognizing Bill Nordskog for his many years of service supporting Sonoma County adult and youth programs.

**Recommended Actions:**

Approve Gold Resolution recognizing Bill Nordskog for his many years of service supporting Sonoma County adult and youth workforce programs.

**Executive Summary:**

This item requests adoption of a resolution expressing gratitude to Bill Nordskog on his years of service supporting Sonoma County adult and youth workforce programs.

**Discussion:**

Bill Nordskog began serving on the Sonoma County Workforce Investment Board (WIB) and the WIB Executive Committee in 2000. The WIB is a group of key stakeholders appointed by the Sonoma County Board of Supervisors to address workforce challenges throughout Sonoma County. The WIB members are leaders in the community who represent business, industry, labor, education, and economic development. Their vision is a robust local workforce with the skills needed for today and for tomorrow. The mission of the WIB is to lead an integrated workforce development system to ensure the County's economic vitality and quality of life.

As a result of the WIB's leadership:

- Vital partnerships are strengthened between business, economic development, education, labor, and community
- Employers are valued as the pivotal link in our workforce development system
- Job Link is our One Stop Career Center for lifelong education, training, and job readiness programs to meet the ever-changing needs of local job seekers and employers

Bill was member of the Sonoma County Youth Education & Employment Services Council (Youth Council) 2005-2015, serving as Chair from 2009-2012. He also served on the Youth Council Executive Committee

from 2005-2015 serving as the Chair from 2009-2012.

The mission of the Youth Council was to develop a comprehensive system of services for all Sonoma County youth that integrates academics, career preparation, and youth development strategies through collaboration with youth, employers, educators, service providers and the community. The vision was for all Sonoma County youth to have the skills and knowledge necessary to succeed in a competitive global workforce.

The Youth Council's accomplishments include:

- Securing contracts for youth provider services utilizing a regionally-based approach.
- Convening six Youth Symposiums
- Holding five Youth Summer Job Fairs.
- Receiving the Architect of Change Award for implementation of the All Youth: One System Program.
- Developing the Work Ready Certificate using employer-generated requirements.
- Receiving the National Association of Counties Achievement Award for the Sonoma County Youth Ecology Corps.
- Extending some Sonoma County Youth Ecology Corps summer crews to year round.
- Organizing Youth Convenings about career and academic opportunities.
- Receiving approval for Tier 1 and Tier 2 placement on the Sonoma County Upstream Portfolio for the Sonoma County Youth Ecology Corps.
- Receiving the California State Association of County's Challenge Award for the Sonoma County Youth Ecology Corps.
- Partnering with Redwood Credit Union to host the "Bite of Reality" Financial Workshop for the Sonoma County Youth Ecology Corps.
- "Job Link Friday" youth orientations.

Bill has also been involved with the following Sonoma County workforce programs:

- ***Sonoma County Workforce Investment Board***, Member
  - ***WIB Executive Committee***, Member
  - ***Sonoma County Youth Council***, Member and Chair
  - ***Sonoma County Youth Council Executive Committee***, Member and Chair
  - ***English Language Learners Committee***, Chair
  - ***Mentoring Sonoma County Committee***
- ***Sonoma County Innovation Council***, Member
- ***Santa Rosa Chamber of Commerce***
  - ***Worksite Held Employee English Learning (WHEEL) Program***, Member
- ***Santa Rosa Violence Prevention Partnership***, Steering Committee Member

- ***Santa Rosa Mayor’s Gang Prevention Taskforce***, Steering Committee Member
- ***Measure O Citizens Oversight Committee***, Member
- ***Choices Program (at North Coast Builders Exchange)***, Instructor
- ***United Way of the Wine County***, Board Member, Chair, Interim President and CEO
- ***Junior Achievement Board***, Board Member and Chair
- ***Hewlett-Packard Summer Employment Programs***
- ***Court Appointed Special Advocate (CASA)***
- ***Cradle To Career Initiative Advocate***
- ***Spirit of Sonoma Winner***
- ***Mentor to several Cardinal Newman and Roseland University Prep Students***
- ***Sonoma County Office of Education - Aiming High***, Steering Committee Member
- ***Youth Business Week***, Board Member and Student Team Advisor
- ***Sierra Youth Center***, Steering Committee Member

The WIB requests that the Sonoma County Board of Supervisors honors Bill Nordskog upon his retirement from the Workforce Investment Board for his dedication and commitment to the work of the Sonoma County Workforce Investment Board and the Youth Council, and thanks him for the years of service to the Sonoma County community.

**Prior Board Actions:**

3/11/14 Gold Resolution thanking Jim Sartain on his 28 years of service supporting Sonoma County youth programs and his member on the Youth Education and Employment Services Council.

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

<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 17-18 Adopted</b>	<b>FY 18-19 Projected</b>	<b>FY 19-20 Projected</b>
Budgeted Expenses			
Additional Appropriation Requested			
<b>Total Expenditures</b>			
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>			
<b>Narrative Explanation of Fiscal Impacts:</b>			
None.			
<b>Staffing Impacts</b>			
<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A – I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
None.			
<b>Attachments:</b>			
None.			
<b>Related Items “On File” with the Clerk of the Board:</b>			
None.			



# County of Sonoma

## State of California

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Date: September 11, 2018

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

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

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4/5 Vote Required

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### Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,

**Whereas,** Bill is a 32 year resident of the Sonoma County community living in Santa Rosa with his wife, Linda, and two beagles (Max and Molly); and

**Whereas,** Bill earned a Bachelor of Science degree in Statistics from Stanford University in 1968, and

**Whereas,** Bill is a Veteran of the United States Army having served as a Communications Specialist from 1971 to 1973 in the Strategic Communications Command at Fort Huachuca, Arizona, and

**Whereas,** Bill worked as a Manufacturing Manager for Agilent Technologies for 35 years, and

**Whereas,** Bill served on the Sonoma County Workforce Investment Board for over 18 years, and

**Whereas,** Bill served on the Sonoma County Youth Council as both a Member and Chair, and

**Whereas,** Bill has served on the Boards of the following businesses and community affiliations:

- **Sonoma County Workforce Investment Board**, Member
  - **WIB Executive Committee**, Member
  - **Sonoma County Youth Council**, Member and Chair
  - **Sonoma County Youth Council Executive Committee**, Member and Chair
  - **English Language Learners Committee**, Chair
  - **Mentoring Sonoma County Committee**
- **Sonoma County Innovation Council**, Member
- **Santa Rosa Chamber of Commerce**
  - **Worksite Held Employee English Learning (WHEEL) Program**, Member

Resolution #

Date:

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- ***Santa Rosa Violence Prevention Partnership***, Steering Committee Member
- ***Santa Rosa Mayor's Gang Prevention Taskforce***, Steering Committee Member
- ***Measure O Citizens Oversight Committee***, Member
- ***Choices Program (at North Coast Builders Exchange)***, Instructor
- ***United Way of the Wine County***, Board Member, Chair, Interim President and CEO
- ***Junior Achievement Board***, Board Member and Chair
- ***Hewlett-Packard Summer Employment Programs***
- ***Court Appointed Special Advocate (CASA)***
- ***Cradle To Career Initiative Advocate***
- ***Spirit of Sonoma Winner***
- ***Mentor to several Cardinal Newman and Roseland University Prep Students***
- ***Sonoma County Office of Education - Aiming High***, Steering Committee Member
- ***Youth Business Week***, Board Member and Student Team Advisor
- ***Sierra Youth Center***, Steering Committee Member

**Whereas**, Bill Nordskog has worked with multiple Human Services Department, Employment and Training Division Directors (Dunn, Fies, Alderman, and Greaves), Council and Committee members, most of the county's youth service community based organizations, and, most importantly, many of Sonoma County's youth.

**Now, Therefore, Be It Resolved** that the Sonoma County Board of Supervisors honors Bill Nordskog upon his retirement from the Workforce Investment Board for his dedication and commitment to the work of the Sonoma County Workforce Investment Board and the Youth Council, and thanks him for the years of service to the Sonoma County community.

**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: 36**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors of Sonoma County

**Board Agenda Date:** September 11, 2018

**Vote Requirement:** Majority

**Department or Agency Name(s):** Department of Health Services

**Staff Name and Phone Number:**

Tracy Greenwald-Brown, 565-4551

**Supervisorial District(s):**

**Title:** Breastfeeding Awareness

### **Recommended Actions:**

Adopt a resolution acknowledging the importance of breastfeeding awareness and support.

### **Executive Summary:**

The Department of Health Services Family Health Section, through their Maternal, Child and Adolescent Health and Women, Infants and Children Programs promotes exclusive breastfeeding for the first six months of life as a critical health care strategy for increasing protective factors and reducing the risk of overweight and obesity among women and their children. While Sonoma County's breast feeding rates have continued to climb with strong advocacy and support from the health sector, barriers still exist for the low income and Spanish speaking populations. Increased access to support for exclusive breastfeeding is necessary to continue to reap the unique health, economic, and societal benefits that breastfeeding provides to babies, mothers, families, and the community.

### **Discussion:**

The Department of Health Services Family Health Section, through their Maternal, Child and Adolescent Health and Women, Infants and Children programs promotes exclusive breastfeeding for the first six months of life as a critical health care strategy for reducing the risk of overweight and obesity among women and their children. Utilizing a collective impact model, the Maternal, Child and Adolescent Health program serves as the backbone organization to ensure all local delivery facilities and primary care providers adopt model policies and practices supporting exclusive breastfeeding to better serve low-income women, children and families.

Overwhelming evidence shows breast milk provides optimal nutrition for infants, and breastfeeding offers the best health outcomes for both infants and mothers. Medical professionals, including the American Academy of Pediatrics and the American College of Obstetricians and Gynecologists, along with the Centers for Disease Control and Prevention and the World Health Organization, recommend

that infants receive only breastmilk for the first six months and continue to breastfeed up to at least one year of age with the addition of appropriate foods.

Breast milk offers many benefits for a child's health. It is the perfect first food for babies' growth and brain development; and it protects babies against diarrhea, constipation, allergies, asthma, cancer, diabetes, ear infections, tooth decay, and Sudden Infant Death Syndrome. Among its other well-documented benefits, breastfeeding reduces risk for overweight and obesity. Experts at the Centers for Disease Control and Prevention estimate breastfeeding could help to reduce national obesity rates by up to 20 percent.

Breastfeeding is considered a "Life Course Indicator" as it is a behavior tied to a critical or sensitive time period that impacts a mother and baby's lifelong health trajectory. Over the course of a life, the risks of not breastfeeding include increased incidence of several common childhood illnesses and chronic conditions such as obesity, asthma, and certain cancers. Not breastfeeding is also associated with an increased risk of disease for mothers, including breast cancer, ovarian cancer, type II diabetes, and cardiovascular disease.

Duration and exclusivity impact the incidence of risk. The benefits are dose related so that the longer a woman breastfeeds, the greater protection she receives. Women whose total lifetime breastfeeding is 6 to 12 months were 10 percent less likely to develop heart disease.

Exclusive breastfeeding, giving only breast milk and no supplemental formula, during the immediate postpartum period is the strongest indicator of how long women will breastfeed. In 2011, 5,150 Sonoma County mothers gave birth in local hospitals. Immediately following birth, 82.9 percent of Sonoma County mothers exclusively breastfed their new babies in the hospital. Sometime between hospital discharge and 1 month of age, the rate of Sonoma County infants exclusively breastfeeding falls significantly to 56.1 percent. By three months, only 1 in 3 Sonoma County infants (33.6%) are still being exclusively breastfed, falling far short of the American Academy of Pediatrics' recommendation to breastfeed exclusively for at least six months.

Consistent with other disparities identified in *A Portrait of Sonoma County*, Hispanic women of low socio-economic status experience lower rates of breastfeeding duration. The 2013-2015 California Department of Public Health's Maternal Infant Health Assessment Survey of Sonoma County residents reveals 43.9 percent of Hispanic women report exclusively breastfeeding 3 months after delivery compared to 55.2 percent of white women.

The Health Services Maternal, Child and Adolescent Health team also has convened Lactation Leaders, representatives from local health centers, to work collaboratively to ensure all low-income women and babies have the support they need, once home from the hospital, to continue exclusive breastfeeding as recommended by the American Academy of Pediatrics. Participating health centers include: Sonoma County Indian Health Project, Sonoma Valley Community Health Center, Santa Rosa Health Center at Vista, Alliance Medical Center, Petaluma Health Center, West County Health Center, Santa Rosa Women's Health and Birth Center, and all three Women, Infants and Children agencies. Together we are creating a sustainable system of care that supports breastfeeding in vulnerable families from birth through the postpartum period and beyond.

This gold resolution solidifies our commitment to community support and awareness, and issues a call to action to continue efforts to support breastfeeding in Sonoma County.

<b>Prior Board Actions:</b>			
On July 28, 2015 the Board adopted a resolution proclaiming the week of August 1 to August 7, 2015 as World Breastfeeding Week in Sonoma County.			
<b>Strategic Plan Alignment</b> Goal 1: Safe, Healthy, and Caring Community			
Advocating for breastfeeding support raises awareness about the importance of breastfeeding to improve the health of mothers, babies, and children.			
<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 18-19 Adopted</b>	<b>FY 19-20 Projected</b>	<b>FY 20-21 Projected</b>
Budgeted Expenses			
Additional Appropriation Requested			
<b>Total Expenditures</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Narrative Explanation of Fiscal Impacts:</b>			
There is no fiscal impact associated with this item.			
<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
N/A			
<b>Attachments:</b>			
Resolution			
<b>Related Items "On File" with the Clerk of the Board:</b>			
None			



# County of Sonoma

## State of California

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Date: September 11, 2018

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

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4/5 Vote Required

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### **Resolution of the Board of Supervisors of the County of Sonoma, State of California, Acknowledging the Importance of Breastfeeding Awareness and Support**

**Whereas**, breastfeeding is an issue of great importance to women, infants, their families, and the health care community and is, therefore, of interest to the Board of Supervisors;

**Whereas**, the American Academy of Pediatrics, the American College of Obstetricians and Gynecologists, the American Academy of Family Physicians, the Academy of Breastfeeding Medicine, and the World Health Organization recommend that babies be exclusively breastfed for the first six months of age and continue to be breastfed until 12 months of age or longer as mutually desired;

**Whereas**, only 24.8 percent of California infants are still exclusively breastfeeding at six months of age;

**Whereas**, in January 2011, the United States Surgeon General announced a “Call to Action to Support Breastfeeding” that identifies barriers to optimal breastfeeding in health care practices, employment, communities, research, public health infrastructure, and social networks, while also recommending methods in which families, communities, employers, and health care professionals could help to eliminate those barriers to improve breastfeeding rates and increase support for breastfeeding;

**Whereas**, research shows that human milk and breastfeeding provide advantages to general health, growth, and development while significantly decreasing the risk of a large number of acute and chronic diseases, including, among others, sudden infant death syndrome, asthma, allergies, diabetes, viral and bacterial infections, childhood obesity, childhood leukemia, necrotizing enterocolitis, and infant mortality;

**Whereas**, mothers who breastfeed have a decreased risk of breast, uterine, and ovarian cancer, postpartum depression, and osteoporosis later in life;

**Whereas**, the nutrients exclusive to human milk are vital to the growth, development, and maintenance of the human brain and cannot be manufactured;

**Whereas**, recent research estimates that upwards of \$18.5 billion in health care and premature death-related expenses could be saved each year if 90 percent of women were to meet breastfeeding recommendations;

Resolution #

Date: September 11, 2018

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**Whereas**, breastfeeding has positive economic impacts on families by decreasing the need to pay for medical care for a sick infant and by eliminating the need to purchase infant formula;

**Whereas**, the health benefits to breastfed children and their mothers result in lower health care costs for employers, less employee time off to care for sick children, and higher productivity and employee loyalty; and

**Whereas**, employers, employees, and society benefit by supporting a mother's decision to breastfeed and by helping to reduce the obstacles to initiating and continuing breastfeeding.

**Now, Therefore Be It Resolved** that the Board of Supervisors recognizes the unique health, economic, and societal benefits that breastfeeding provides to babies, mothers, families, and the community as a whole and affirms that the County of Sonoma should work to ensure that barriers to initiation and continuation of breastfeeding are removed; and

**Be It Further Resolved** that the Board of Supervisors encourages the County Department of Health Services, employers, the Sonoma County Breastfeeding Coalition, and other stakeholders to work together to explore ways to improve women's access to breastfeeding support services in medical, social, and employment settings, to facilitate increased awareness and education about breastfeeding, to explore and encourage the use of breastfeeding supports including extended bonding time for new mothers, and to improve the availability of effective breastfeeding resources and community support services.

**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: 37**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors of Sonoma County

**Board Agenda Date:** September 11, 2018

**Vote Requirement:** Majority

**Department or Agency Name(s):** Departments of Health Services

**Staff Name and Phone Number:**

Barbie Robinson, 565-7876

**Supervisorial District(s):**

**Title:** Suicide Prevention Week 2018

### **Recommended Actions:**

Adopt a resolution proclaiming the week of September 9 through September 15, 2018 as Suicide Prevention Week in Sonoma County.

### **Executive Summary:**

This item requests that the Board adopt a resolution proclaiming the week of September 9 through September 15, 2018 as Suicide Prevention Week in Sonoma County.

### **Discussion:**

This item requests that the Board adopt a resolution proclaiming the week of September 9 through September 15, 2018 as Suicide Prevention Week in Sonoma County.

Suicide is a major public health issue that requires vigilant attention and preventative action. The Centers for Disease Control and Prevention released a report in June 2018 stating that suicide rates rose across the United States from 1999 to 2016, including an increase of 14.8 percent in California.

On average there are 75 deaths by suicide each year in Sonoma County, making suicide the 9th leading cause of death in the County. The Sonoma County age-adjusted suicide death rate was 13.4 per 100,000 people, statistically higher than the California rate of 10.4 per 100,000, according to the most recent California Department of Public Health County Health Status Profiles.

Efforts to prevent suicide in Sonoma County are scheduled for Suicide Prevention Week. The September edition of the Mental Health Services Act Newsletter highlights several scheduled activities that recognize Suicide Prevention Week, including:

- Kaiser Santa Rosa will be screening the documentary of Suicide, The Ripple Effect on September 18, 2018 at Third Street Cinema.
- St Joseph's Health and Sonoma County Office of Education will be sponsoring a screening of the film Not Alone with a community discussion of teen suicide as a benefit for Buckelew Programs

Suicide Prevention Hotline of Sonoma County. This event is happening on September 13, 2018 at Finley Center in Santa Rosa.

- Sonoma County Indian Health Project is hosting a Memorial Gathering to celebrate wellness and honor loved ones at Ya-Ka-Ama in Forestville on September 15, 2018.

In support of National Suicide Prevention Awareness Week (September 9-15) and World Suicide Prevention Day (September 10), Each Mind Matters: California’s Mental Health Movement is excited to share information about the 2018 Suicide Prevention Toolkit.

This year the Each Mind Matters campaign is encouraging a special focus on suicide prevention in the workplace and making suicide prevention resources available to schools, parents, youth, and young Latinas and their parents.

Online Toolkit: The complete 2018 Suicide Prevention toolkit is available online at: [www.eachmindmatters.org/SPW2018](http://www.eachmindmatters.org/SPW2018)

For more information about these events go to the MHSA website at: <http://sonomacounty.ca.gov/Health/Behavioral-Health/Mental-Health-Services-Act/>

This year’s gold resolution will be accepted by Tamara Player, Executive Director of Buckelew Programs; Sarah Chapman, Program Manager of the North Bay Suicide Prevention Hotline of Sonoma County; and Wendy Wheelwright, Project Manager for the California HOPE Project. California HOPE (Helping, Outreach, Possibilities, and Empowerment) is a Federal Emergency Management Agency funded program providing counseling support and public education to Sonoma County residents who are emotionally impacted by the Sonoma Complex Fires. To date, California HOPE has served over 50,000 participants.

Most recently, on August 30, 2016 the Board adopted a resolution proclaiming the week of September 5 through September 11, 2016 as Suicide Prevention Week in Sonoma County.

Goal 1: Safe, Healthy, and Caring Community

Recognizing Suicide Prevention Week helps to increase the public’s awareness regarding suicide and suicide prevention.

<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 18-19 Adopted</b>	<b>FY 19-20 Projected</b>	<b>FY 20-21 Projected</b>
Budgeted Expenses			
Additional Appropriation Requested			
<b>Total Expenditures</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Narrative Explanation of Fiscal Impacts:</b>			
There are no fiscal impacts associated with this item.			
<b>Staffing Impacts</b>			
<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A – I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
N/A			
<b>Attachments:</b>			
Resolution			
<b>Related Items “On File” with the Clerk of the Board:</b>			
None			





County of Sonoma  
State of California

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Date: September 11, 2018

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

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4/5 Vote Required

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**Resolution of the Board of Supervisors of the County of Sonoma, State of California, Proclaiming the Week of September 9 through September 15, 2018 as Suicide Prevention Week**

**Whereas**, suicide is a major public health issue that requires vigilant attention and preventative action;

**Whereas**, the Centers for Disease Control and Prevention released a report in June 2018 stating that suicide rates rose across the United States from 1999-2016, including a 14.8 percent increase in California;

**Whereas**, on average there are 75 deaths by suicide each year in Sonoma County, making suicide the 9th leading cause of death in the County;

**Whereas**, the Sonoma County age-adjusted suicide death rate was 13.4 per 100,000 people, statistically higher than the California rate of 10.4 per 100,000, according to the most recent California Department of Public Health County Health Status Profiles;

**Whereas**, each death by suicide directly impacts numerous family members, friends, loved ones, and by extension the entire community;

**Whereas**, the Sonoma County Department of Health Services is committed to raising awareness, providing education and training on suicide prevention, and reducing stigma;

**Whereas**, the County of Sonoma is committed to ensuring that those in need have access to services by healthcare providers trained in best practices to reduce suicide risk, and to reducing the stigma associated with using behavioral health treatment or losing a loved one to suicide;

**Whereas**, since 2013 to the present day, 19,548 people from Sonoma County called the National Suicide Prevention Hotline, calls that are answered by the local North Bay Suicide Prevention Hotline program;

**Whereas**, no single suicide prevention effort will be sufficient or appropriate for all populations or communities; all are asked to join together and take a stand to help those who are contemplating suicide; and

Resolution #

Date: September 11, 2018

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**Whereas**, September 9th through 15th is recognized across the United States as Suicide Prevention Week and provides the opportunity to educate oneself about warning signs and how best to help those most in need.

**Now, Therefore, Be It Resolved**, that the Sonoma County Board of Supervisors proclaims the week of September 9 through September 15, 2018 as Suicide Prevention Week 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: 38**

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

**To:**

**Board Agenda Date:** September 11, 2018

**Vote Requirement:** Majority

**Department or Agency Name(s):** Board of Supervisors

**Staff Name and Phone Number:**

Supervisor James Gore  
(707) 565-2241

**Supervisorial District(s):**

Fourth

**Title:** Gold Resolution

**Recommended Actions:**

Adopt a Gold Resolution commemorating the 20<sup>th</sup> anniversary season of the Sonoma County Philharmonic. (First District)

**Executive Summary:**

Adopt a Gold Resolution commemorating the 20<sup>th</sup> anniversary season of the Sonoma County Philharmonic. (First District)

**Discussion:**

**Prior Board Actions:**

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

<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 17-18 Adopted</b>	<b>FY 18-19 Projected</b>	<b>FY 19-20 Projected</b>
Budgeted Expenses			
Additional Appropriation Requested			
<b>Total Expenditures</b>			
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>			
<b>Narrative Explanation of Fiscal Impacts:</b>			
<b>Staffing Impacts</b>			
<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A – I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
<b>Related Items “On File” with the Clerk of the Board:</b>			



# County of Sonoma

## State of California

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Date: September 23, 2018

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

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4/5 Vote Required

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### Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,

**Whereas**, the Sonoma County Philharmonic began as The Cotati Philharmonic and performed its inaugural concert on July 4, 1999 in La Plaza Park in Cotati before an enthusiastic crowd of over a thousand people.

**Whereas**, The Sonoma County Philharmonic has grown from an initial cadre of twelve musicians to a sixty-five piece all-volunteer orchestra committed, *"To make the beauty of classical music available to everyone...through the power of community."*

**Whereas**, the Sonoma County Philharmonic has introduced its audiences to compositions outside the normal classical repertoire and to talented, emerging soloists and conductors from across the globe.

**Whereas**, the Sonoma County Philharmonic, via its annual Young Artist Award, has showcased numerous talented young musicians, many of whom have gone on to become world-class performers.

**Whereas**, the Sonoma County Philharmonic collaborates with Sonoma County schools and music teachers to enhance an appreciation of classical music in the classroom and to encourage students to play and perform orchestral music as a way to enrich their lives and broaden their horizons.

**Whereas**, the Sonoma County Philharmonic has presented hundreds of low-cost concerts throughout the County and provides free admission to all students for all performances.

**Whereas**, The Sonoma County Philharmonic is committed to expanding the audience to include individuals who either haven't had the opportunity or the means to enjoy a classical music experience. The Sonoma County Philharmonic is dedicated to bringing the people who love to play music together with those who love to listen to it, enriching the cultural life of the county.

**Now, Therefore, Be It Resolved** that the Board of Supervisors of the County of Sonoma congratulates Sonoma County Philharmonic on its longstanding contributions to the arts and literature in Sonoma County over the past 20 years.

Resolution #

Date:

Page 2

**Supervisors:**

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 39**  
(This Section for use by Clerk of the Board Only.)

**To:** Sonoma County Board of Supervisors

**Board Agenda Date:** September 11, 2018

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Norine Doherty – 565-7321

**Supervisorial District(s):**

All

**Title:** Falls Prevention Awareness Week Gold Resolution

### **Recommended Actions:**

Adopt a resolution proclaiming September 22-28, 2018, as “Falls Prevention Awareness Week” in Sonoma County.

### **Executive Summary:**

This Gold Resolution for “Falls Prevention Awareness Week” recognizes the serious concern of falls for older adults and brings awareness to fall prevention education. Falls are common in older adults, with one in four older Americans falling each year. Falls can lead to serious health impacts, resulting in the older adult incurring large, unexpected healthcare costs. In response to this need, the Sonoma County Area Agency on Aging provides A Matter of Balance, an evidenced-based fall prevention program for seniors to improve their balance, strength and flexibility, while also challenging fears of falling and increasing assertiveness skills. During Fall Prevention Awareness Week, the Area Agency on Aging expands its outreach and education on how to prevent falls.

### **Discussion:**

“National Falls Prevention Awareness Day” this year is September 22 and is observed annually on the first day of Fall in a national effort to promote and increase public awareness about how to prevent and reduce falls among older adults. To recognize the importance of this critical issue, the State of California established the first week of fall as “Falls Prevention Awareness Week” beginning in 2008, and by proclaiming September 22-28, 2018, as “Falls Prevention Awareness Week” in Sonoma County, the Area Agency on Aging will continue the national and state-wide effort of increasing education and awareness about the importance of preventing older adults from falling.

Among older adults, falls are the leading cause of injury-related deaths and are the most common cause of non-fatal injuries and hospital admissions for trauma. Falls in older adults are the leading cause of head injuries and broken hips. An older adult is seen in an emergency department for a fall-related injury every 11 seconds and every 19 minutes an older adult will die of a fall related injury. The financial toll for older adult falls is expected to increase as the population ages and may reach \$67.7 billion

annually by 2020. In California, 1.3 million older adults are injured due to a fall every year. Forty percent of nursing home admissions are due to injuries related to falls with 40% of those admitted never returning to independent living. Even falls without injury can cause fear of falling, leading to physical decline, depression, and social isolation.

Evidenced-based programs have shown that falls are preventable. With a combination of interventions, falls have decreased significantly in the older adult population. Interventions include incorporating a physical activity routine with balance, strength training, and flexibility components, conferring with a health expert about receiving a fall risk evaluation, and creating a safe and supportive home environment.

To reduce the incidents of falls in Sonoma County, the Sonoma County Area Agency on Aging has sponsored an evidence-based fall prevention program since 2005 called "A Matter of Balance" which is ranked nationally at the highest standard of evidence based programs. "A Matter of Balance" is an eight-week series program, offered county-wide, that assists older adults in raising their confidence about their balance, so they do not fall, and to increase their activity levels.

Since "A Matter of Balance" began in Sonoma County, approximately 1,450 older adults have participated in classes taught throughout the county in senior centers, affordable housing sites, mobile home parks, and churches. To date, 144 sessions have been provided by volunteer coaches. There were 19 volunteer coaches, serving 187 seniors in Fiscal Year 2017-18. Many of the participants who completed the course report increasing their activity levels to increase strength and flexibility.

Injuries from falls are a community health problem with many organizations, agencies, health care providers, and individuals working to raise awareness, provide resources to prevent falls, and help those who suffer from complications from falls maintain their independence and remain safely in their homes. The Sonoma County Area Agency on Aging acknowledges the commitment of these partner agencies, along with the Area Agency on Aging Advisory Council and the many volunteers who make this program possible to help maintain the safety of Sonoma County seniors.

**Prior Board Actions:**

September 19, 2017: Board approved Resolution #17-0348 - Proclaiming the week of September 22-28, 2017, as "Falls Prevention Awareness Week".

September 13, 2016: Board approved Resolution #16-0345 - Proclaiming the week of September 22-28, 2016, as "Falls Prevention Awareness Week".

September 15, 2015: Board approved Resolution #15-0360 - Proclaiming the week of September 21-27, 2015 as "Fall Prevention Awareness Week".

September 16, 2014: Board approved Resolution #14-0360 - Proclaiming the week of September 23, 2014 as "Fall Prevention Awareness Week".

September 10, 2013: Board approved Resolution # 13-0333- Proclaiming the week of September 22, 2013 as "Fall Prevention Awareness Week".

September 18, 2012: Board approved Resolution # 12-0441 - Proclaiming the week of September 22, 2012 as "Fall Prevention Awareness Week".



September 20, 2011: Board approved Resolution # 11-0494 - Proclaiming the week of September 18, 2011 as "Fall Prevention Awareness Week".

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

Promotion and increased public awareness to prevent and reduce falls reduces the threat to the health and independence of older adults.

**Fiscal Summary**

<b>Expenditures</b>	<b>FY 18-19 Adopted</b>	<b>FY 19-20 Projected</b>	<b>FY 20-21 Projected</b>
Budgeted Expenses			
Additional Appropriation Requested			
<b>Total Expenditures</b>	<b>0</b>	<b>0</b>	<b>0</b>

**Funding Sources**

General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>	<b>0</b>	<b>0</b>	<b>0</b>

**Narrative Explanation of Fiscal Impacts:**

None.

**Staffing Impacts**

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

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

None

**Attachments:**

Resolution

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

None



County of Sonoma  
State of California

Date: September 11, 2018

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

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



4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,  
Proclaiming September 22-28, 2018, as "Falls Prevention Awareness Week" in Sonoma  
County.**

**Whereas**, falls are a leading cause of injuries requiring hospitalization or treatment and injury-related deaths in California, with the vast majority of these occurring among older individuals; and

**Whereas**, falls are preventable when education, awareness, and interventions are put in place; and

**Whereas**, the nationally ranked evidenced based "A Matter of Balance" program is sponsored by the Sonoma County Area Agency on Aging with partner agencies and trained volunteers to raise seniors' confidence about their balance and increase their activity levels to reduce risk of falls; and

**Whereas**, since "A Matter of Balance" began in Sonoma County in 2005, approximately 1,450 older adults have participated in classes taught throughout the county, 144 sessions have been provided by 19 volunteer coaches, serving 187 seniors in Fiscal Year 2017-18;

**Whereas**, Injuries from falls are a community health problem with many organizations, agencies, health care providers, and individuals working to raise awareness provide resources to prevent falls and help those who suffer from complications from falls; and

**Whereas**, the first day of Fall, September 22, 2018, has been declared "National Falls Prevention Awareness Day"; and

**Whereas**, by legislative resolution of 2008, California has established the first week of fall as "Falls Prevention Awareness Week";

**Now, Therefore, Be It Resolved** that the week of September 22-28, 2018, is proclaimed as "Falls Prevention Awareness Week" in Sonoma County.

**Supervisors:**

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**

**BOARD OF SUPERVISORS**

**AGENDA ADDENDUM**

**SEPTEMBER 11, 2018**

**CONSENT CALENDAR**

**THE FOLLOWING ITEMS HAVE BEEN REMOVED FROM THE AGENDA:**

**AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT**

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

16. Graton Community Park Matching Grant Project:  
Adopt a resolution of the Board of Directors of the Sonoma County Agricultural Preservation and Open Space District making certain findings, approving a grant of up to \$103,124 for the Graton Community Park Matching Grant Project, authorizing the acquisition of a conservation easement and recreation covenant, and authorizing and directing the General Manager to take all other actions necessary to establish a conservation easement, recreation covenant and grant agreement. (Fifth District)

**APPOINTMENTS/REAPPOINTMENTS**

40. Approve the Reappointment of Gary Saperstein to the Sonoma County Tourism Board, effective July 1, 2018 and expiring on July 1, 2020. (First District)



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 41**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** September 11, 2018

**Vote Requirement:** Majority

**Department or Agency Name(s):** Board of Supervisors

**Staff Name and Phone Number:**

Supervisor Gore (707) 565-2241

**Supervisorial District(s):**

Fourth District

**Title:** Reappointment

**Recommended Actions:**

Reappoint James Luchini to the Sonoma County Tourism Board for a two year term beginning July 1, 2018 and ending June 30, 2020.

**Executive Summary:**

**Discussion:**

**Prior Board Actions:**

02/07/2017

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

<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 18-19 Adopted</b>	<b>FY 19-20 Projected</b>	<b>FY 20-21 Projected</b>
Budgeted Expenses			
Additional Appropriation Requested			
<b>Total Expenditures</b>			
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>			
<b>Narrative Explanation of Fiscal Impacts:</b>			
<b>Staffing Impacts</b>			
<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A – I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
<b>Related Items "On File" with the Clerk of the Board:</b>			



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 42**

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

**To:** Board of Supervisors

**Board Agenda Date:** September 11, 2018

**Vote Requirement:** Majority

**Department or Agency Name(s):** Board of Supervisors

**Staff Name and Phone Number:**

James Gore (707) 565-2241

**Supervisorial District(s):**

Fourth District

**Title:** Appointment

**Recommended Actions:**

Appoint Jenny Helman to the Sonoma County Area Agency on Aging for a two year term beginning September 11, 2018 and expiring September 11, 2020.

**Executive Summary:**

**Discussion:**

**Prior Board Actions:**

August 14, 2018

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

<b>Fiscal Summary</b>			
	<b>FY 17-18 Adopted</b>	<b>FY 18-19 Projected</b>	<b>FY 19-20 Projected</b>
<b>Expenditures</b>			
Budgeted Expenses			
Additional Appropriation Requested			
<b>Total Expenditures</b>			
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>			
<b>Narrative Explanation of Fiscal Impacts:</b>			
<b>Staffing Impacts</b>			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
<b>Related Items "On File" with the Clerk of the Board:</b>			
The application is on file with the 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: 43**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** September 11, 2018

**Vote Requirement:** Majority

**Department or Agency Name(s):** Board of Supervisors

**Staff Name and Phone Number:**

**Supervisorial District(s):**

**Title:** Assessment Appeals Board Reappointments

### **Recommended Actions:**

Reappoint William Severi as a general member and Matt Eshoo and Ross Liscum as alternate members of the Assessment Appeals Board for a term of three years beginning on September 3, 2018 and ending on September 3, 2021.

### **Executive Summary:**

Reappoint William Severi as a general member and Matt Eshoo and Ross Liscum as alternate members of the Assessment Appeals Board for a term of three years beginning on September 3, 2018 and ending on September 3, 2021.

### **Discussion:**

The Assessment Appeals Board consists of three general members and three alternate members that are countywide appointments by the Board of Supervisors. Each member serves for a term of three years. Each member must have a minimum of five years of professional experience in California as a public accountant, a real estate broker, an attorney or a property appraiser. Prior to serving, each member must also complete a training course from the Board of Equalization to satisfy Revenue and Taxation Code Section 1624.01. One general member and two alternate members are currently eligible for reappointment.

The members currently eligible for reappointment is:

- William Severi, a licensed real estate professional, who has been serving as a general member since June 2006.
- Ross Liscum, a licensed real estate professional, who has been serving as an alternate member since June 2009



- Matt Eshoo, a licensed real estate professional, who has been serving as an alternate member since July 2009.

Staff recommends reappointing the existing members for the following reasons:

- Each member is in good standing and is willing and qualified to continue service.
- Each member is willing to continue to meet the increased demands on her time that the Assessment Appeals schedule requires, without any additional compensation.
- Each member is experienced with the complex, quasi-judicial Assessment Appeals process.
- The County has incurred a significant cost in staff time to train each existing member.
- The County will incur a significant cost in staff time to recruit and train any new members.
- The County will be able to resolve fewer applications for an unknown period of time as the Assessment Appeals calendar will have to be reduced time to conduct recruitment and train new members.

Per Government Code Section 1623 of the Revenue and Taxation Code, Assessment Appeals Board members term shall begin on the first Monday of September for a term of three years.

**Prior Board Actions:**

July 28, 2015 – Reappointed William Severi as a general member and Ross Liscum and Matt Eshoo as alternate members to the Assessment Appeals Board.

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

<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 18-19 Adopted</b>	<b>FY 19-20 Projected</b>	<b>FY 20-21 Projected</b>
Budgeted Expenses			
Additional Appropriation Requested			
<b>Total Expenditures</b>			
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>			
<b>Narrative Explanation of Fiscal Impacts:</b>			
Per Board of Supervisor Resolution 95-0326, Assessment Appeals Board Members are paid \$75.00 for meetings less than 4 hours and \$125.00 for meetings 4 hours or more.			
<b>Staffing Impacts</b>			
<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A – I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
None			
<b>Attachments:</b>			
None			
<b>Related Items "On File" with the Clerk of the Board:</b>			
None			



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 44**  
(This Section for use by Clerk of the Board Only.)

**To:** Sonoma County Board of Supervisors

**Board Agenda Date:** September 11, 2018

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

William F. Rousseau, 707-565-1876

**Supervisorial District(s):**

All

**Title:** General District Election Appointments

### Recommended Actions:

Adopt resolution appointing nominees to the office of director of their respective districts for the following districts: Coast Life Support District, Forestville Fire Protection District, Geyserville Fire Protection District, Gold Ridge Fire Protection District, Kenwood Fire Protection District, Monte Rio Fire Protection District, North Sonoma Coast Fire Protection District, Rancho Adobe Fire Protection District, Rincon Valley Fire Protection District, Russian River Fire Protection District, Timber Cove Fire Protection District, Valley of the Moon Fire Protection District, Windsor Fire Protection District, Cloverdale Health Care District, North Sonoma County Health Care District, Petaluma Health Care District, Sweetwater Springs Water District, Valley of the Moon Water District.

### Executive Summary:

The attached resolution includes the names of the candidates who have qualified for appointment to their respective districts pursuant to the above-stated provision of state law. Further, Elections Code §10515 requires that these appointments be made by the Board of Supervisors, as the supervising authority, prior to December 3, 2018. Each person so appointed shall qualify, take office, and serve exactly as if elected at a general district election for such office.

For those offices for which no nominations were made, the law provides that the Board of Supervisors appoint any person who is qualified to hold the office as of November 6, 2018, and fill the vacancies no later than December 3, 2018. Separate memos to the Clerk of the Board and to the Supervisors will list the vacant positions and the necessary qualifications for appointment. It will be incumbent upon the Board to identify qualified candidates and make the necessary appointments to fill the vacant seats.

Upon adoption of this resolution the Registrar of Voters Office will issue certificates of election to the respective nominees.

**Discussion:**

**Prior Board Actions:**

September 12, 2017, Board authorized appointment of directors in districts with insufficient nominees for the November 7, 2017, General Election (Resolution 17-0321).

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

Making general district election appointments supports civic services and engagement by encouraging citizens to participate in local government, which facilitates education to local communities regarding district business. As a requirement of law, the Board of Supervisors must appoint qualified candidates to the offices described above when there are insufficient or no nominees. Without such appointment, terms of appointed incumbents in future election cycles, as well as district boards’ ability to conduct business, could potentially be disrupted.

**Fiscal Summary**

<b>Expenditures</b>	<b>FY 18-19 Adopted</b>	<b>FY 19-20 Projected</b>	<b>FY 20-21 Projected</b>
Budgeted Expenses			
Additional Appropriation Requested			
<b>Total Expenditures</b>			

**Funding Sources**

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

**Narrative Explanation of Fiscal Impacts:**

There are no fiscal impacts associated with this item.

**Staffing Impacts**

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

<b>Narrative Explanation of Staffing Impacts (If Required):</b>
<b>Attachments:</b>
Resolution.
<b>Related Items "On File" with the Clerk of the Board:</b>
None.



# County of Sonoma

## State of California

Date: September 11, 2018

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

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



4/5 Vote Required

### Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,

**Whereas**, the November 6, 2018, General District Election was the regularly scheduled election for directors of the following districts; and

**Whereas**, each of the following districts has a number of nominees equal to or less than the number of offices to be filled in each respective district; and

**Whereas**, Elections Code §10515 provides that in such cases the supervising authority shall appoint such nominees as directors to serve exactly as if elected; and

**Whereas**, the following names persons are the nominees for the office of Director for each of the following districts as set forth below:

**Coast Life Support District:** Term, 4 years: Annan Paterson Hansen, Julie Bower, Crystal S. Villagomez.

**Forestville Fire Protection District:** Term, 4 years: Ken Jones, Wendel Trappe.

**Geyserville Fire Protection District:** Term, 4 years: Dane Petersen.

**Gold Ridge Fire Protection District:** Term, 4 years: Vernon Doyle, Robert E. Gloeckner, Domenico J. Carinalli Jr., Stephen Petrucci.

**Gold Ridge Fire Protection District:** Term, 2 years: Christopher Tachouet.

**Kenwood Fire Protection District:** Term, 4 years: Dennis V. McIntosh.

**Monte Rio Fire Protection District:** Term, 4 years: Dan Fein, Timothy Parker, Timothy Cahn.

**Monte Rio Fire Protection District:** Term, 2 years: Josh Dale

Resolution #

Date:

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**North Sonoma Coast Fire Protection District:** Term, 4 years: Jackie Gardener, Celeste Buckley.

**North Sonoma Coast Fire Protection District:** Term, 2 years: Bob Pounds.

**Rancho Adobe Fire Protection District:** Term, 4 years: Carla A. Grube, Greg Karraker, Michael P. Gadoua.

**Rincon Valley Fire Protection District:** Term, 4 years: Robert Briare, Robert Pintane.

**Russian River Fire Protection District:** Term, 4 years: Nance Jones, Bill Jackson, Krista Butts.

**Timber Cove Fire Protection District:** Term, 4 years: Kathleen Rasmussen, Robert Dickson.

**Valley of the Moon Fire Protection District:** Term, 4 years: Brian R Brady, Nicholas Greben.

**Windsor Fire Protection District:** Term, 4 years: Steve Klick, Steven Plamann.

**Cloverdale Health Care District:** Term, 4 years: Harry J. Martin, James F. DeMartini, Al Delsid.

**North Sonoma County Health Care District:** Term, 4 years: Sue Campbell, E.J. Neil.

**Petaluma Health Care District:** Term, 2 years: Jeffrey K. Tobias.

**Sweetwater Springs Water District:** Term, 4 years: Susan "Sukey" Robb-Wilder, Rich Holmer, Gaylord Schaap.

**Valley of the Moon Water District:** Term, 2 years: Jeni Linfante.

**Now, Therefore, Be It Resolved**, that pursuant to Elections Code Section 10515, the Board of Supervisors of the County of Sonoma does hereby appoint the herein named nominees who shall take office and serve exactly as if elected at the November 6, 2018, General District Election for the term prescribed by law.

**Supervisors:**

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Resolution #

Date:

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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: 45**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** September 11, 2018

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Katie Greaves (707) 565-8501

**Supervisorial District(s):**

All

**Title:** Reappointments to the Sonoma County Workforce Investment Board (WIB)

### **Recommended Actions:**

Approve the re-appointment of Brandy Evans, Steve Herron, Scott Kincaid, and George Steffensen to the Sonoma County Workforce Investment Board for a two-year term beginning September 11, 2018 and ending September 11, 2020.

### **Executive Summary:**

The Workforce Innovation and Opportunity Act (Workforce Act) is a federal law designed to prepare youth and adults for entry into the labor force. The Workforce Investment Board (WIB) and its career center, Job Link, provide support to Sonoma County job seekers and business by providing services such as workshops and job fairs to connect those looking for work with businesses in need of workers.

The Workforce Act requires all local regions to create a board comprised of local business and community members to oversee and implement the Workforce Act. The Workforce Act requires the appointment of a policy oversight body, and the Sonoma County Workforce Investment Board serves in this capacity for Sonoma County. As required by the Workforce Act, this board item seeks the appointment and reappointment of Workforce Investment Board members.

### **Discussion:**

#### **Membership Criteria and Process for Recommending Members for Appointment**

The Sonoma County Workforce Investment Board serves as the policy oversight body for Sonoma County employment and training programs. In accordance with the written agreement between the Sonoma County Board of Supervisors and the WIB, the WIB reviews and approves candidates' applications for membership and forwards its recommendations to the Board of Supervisors for final approval and appointment.

WIB members are not appointed by supervisorial district, but on a county-wide basis, and must have a high degree of policymaking and hiring authority within the organizations they represent. The WIB is

required by law to maintain a business majority. The WIB also seeks members who have expertise in Sonoma County's important or emerging employment sectors, such as health care, hospitality, and manufacturing or who provide workforce-related services. Applications are reviewed by the WIB's Executive Committee and are then recommended to the Board of Supervisors for appointment. Current members in good standing are recommended for reappointment at the end of their term.

Efforts to fill the WIB seats are ongoing through referrals from current members and outreach to businesses, public, workforce, and private non-profit organizations. The Human Services Department also works closely with the Economic Development Board to identify business members appropriate for the business seats on the WIB.

The individuals recommended for appointment/reappointment to the WIB will represent the following categories of membership.

<u>Representative</u>	<u>Category</u>
Brandy Evans	Business
Steve Herron	Business
Scott Kincaid	Business
George Steffensen	Workforce Representative

**Brandy Evans** has been with Goodwill Industries for many years and is currently the President and Chief Executive Officer. Ms. Evans has a varied employment background which includes construction, real estate and long-term health care. Ms. Evans will continue to fill a business seat.

**Steve Herron** is a Senior Vice President & Manager of the Commercial Banking Group of Exchange Bank, where he has worked in Commercial Lending and Business Development for the last twenty years. In addition to his work duties at Exchange Bank, Mr. Herron is currently involved in several civic and non-profit activities, including his position as current member and past chair of the Sonoma County Investment Board, serving on the board since its inception. Mr. Herron has served as a member and past-Chair of the Sonoma County Workforce Development Board for over nineteen years. Mr. Herron will continue to fill a business seat on the WIB.

**Scott Kincaid** joined Facility Development Corporation (FDC) in 2012 as its Chief Financial Officer and Director of Project Development. Previously, Mr. Kincaid worked in commercial lending as Senior Vice President and Senior Loan Officer with First Community Bank. During his banking career, Mr. Kincaid focused on commercial and real estate financing and custom residential financing. He has served in leadership capacities on the Sonoma County Workforce Investment Board, Sonoma County Alliance Board and participation in the Sonoma County Innovation Action Council and Sonoma County Youth Ecology Corps. Mr. Kincaid will continue to fill a business seat on the WIB.

**George Steffensen** is the Apprenticeship Coordinator for the Operating Engineers Apprenticeship. He joined the Operating Engineers Union in 1981 as an apprentice. He became a journeyman in 1985. He worked on several projects in Sonoma County for a number of local contractors, i.e. Don Dowd Co., Argonaut Constructors and Ghilotti Construction. In 1990 he was employed by the Operating Engineers Union and held many positions. He worked as a dispatcher, Business Agent, District Representative and is currently the Apprenticeship Coordinator. Mr. Steffensen will continue to fill a Workforce-Labor Representative seat on the WIB.

**Prior Board Actions:**

May 22, 2018: Appointed three new members to the Workforce Investment Board, and reappointed four members to the Workforce Investment Board.

November 7, 2017: Appointed two new members to the Workforce Investment Board, and reappointed ten members to the Workforce Investment Board.

April 25, 2017: Appointed one new member to the Workforce Investment Board, and reappointed nine members to the Workforce Investment Board.

March 7, 2017: Appointed two new members to the Workforce Investment Board.

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

The Workforce Investment Board makes recommendations and participates in workforce development initiatives and programs that are aligned with local employer needs with the goal of building a prepared and trained Sonoma County workforce.

**Fiscal Summary**

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

**Narrative Explanation of Fiscal Impacts:**

No fiscal impacts as members volunteer to serve on the Workforce Investment Board.

<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
None.			
<b>Attachments:</b>			
Proposed Workforce Investment Board Membership Roster			
<b>Related Items “On File” with the Clerk of the Board:</b>			
None.			

# Sonoma County Workforce Investment Board

Membership as of September 11, 2018

<u>Membership Category</u>	<u># of Seats</u>	<u>Name</u>	<u>Organization</u>
<b>Business</b>			
	1	Yale Abrams	Yale Abrams Consulting
	1	Ed Barr	P & L Specialties
	1	Robin Bartholow	North Coast Builders' Exchange
	1	Kristyn Byrne	C&S Waste Solutions
	1	Judy Coffey	Kaiser-Permanente
	1	Sara Cummings	Sonoma County Lodging Association
	1	Paul Duranczyk	Creekside Convalescent Hospital
	1	Brandy Evans	Goodwill Industries
	1	Steve Herrington	Sonoma County Office of Education
	1	Steve Herron	Exchange Bank
	1	Kristina Holloway	Healdsburg District Hospital
	1	Roy Hurd	Empire College
	1	Scott Kincaid	Facility Development Corporation
	1	Ananda Sweet	Santa Rosa Metro Chamber
	1	Pedro Toledo	Petaluma Health Center
	1	Susan Cooper	Community Action Partnership of Sonoma County
<b>Total Seats</b>	<b>16</b>		
<b>Workforce Representatives</b>			
	1	Chris Knerr	Cement Masons
	1	Chris Snyder	Operating Engineers
	1	George Steffensen	North Bay Labor Council
	1	Stephen Jackson	Sonoma County Office of Education
	1	Katrina Thurman	Social Advocates for Youth
	1	Keith Dias	SMART Local #104
	1	Steve Stobel	IBEW Local #551
	1	Anita Maldonado	California Human Development
<b>Total Seats</b>	<b>8</b>		
<b>Education and Training</b>			
	1	Carol Waxman	Petaluma Adult School
	1	Jerald Miller	Santa Rosa Junior College
	1	Lynn Stauffer	Sonoma State University
<b>Total Seats</b>	<b>3</b>		
<b>Governmental and Economic and Community Development</b>			
	1	Al Lerma	Sonoma County Economic Development Board
	1	Open	Employment Development Department
	1	David Wayte	Sonoma County Department of Rehabilitation
<b>Total Seats</b>	<b>3</b>		

**Total Membership: 30**



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 46**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors  
Board of Directors of the Sonoma County Water Agency  
Board of Directors of the Sonoma County Agricultural Preservation and Open Space District  
Board of Commissioners of the Community Development Commission

**Board Agenda Date:** September 11, 2018

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Christina Rivera 707-565-2048  
Nikolas Klein 707-565-5312

**Supervisorial District(s):**

All

**Title:** Pension Ad-Hoc Report

### **Recommended Actions:**

Approve Pension Reform Ad-hoc Recommendations intended to reduce Unfunded Actuarial Accrued Liability (UAAL).

### **Executive Summary:**

The enclosed report represents the recommendations of the Pension Ad-Hoc Committee. Supervisors Zane and Rabbitt were appointed to the Committee to guide the next phase of the county's pension reform efforts. With this report the Ad-Hoc specifically makes recommendations on four different cost containment strategies: (1) Accelerated payments towards the Retirement System's Unfunded Actuarial Accrued Liability (UAAL); (2) Early Payment of Pension Obligation Bonds; (3) Long term sharing of unfunded liability costs between employer and employees; and (4) Implement a hybrid retirement plan with a market competitive defined-benefit formula. Further, the enclosed Ad-Hoc Report suggests responses to the 2016 Citizen's Pension Committee Recommendations Report.

### **Discussion:**

Public Sector pension reform is complex and has major implications for local residents, taxpayers, County employees, retirees, and the County as a major employer. The Sonoma County Board of Supervisors ("Board") has established a long term goal of creating a fair, equitable, and sustainable pension system; and has implemented every measure readily available to avert pension cost increases while balancing the need to attract and retain talented workforce focused on providing superior public services to enrich Sonoma County residents' quality of life. Board efforts thus far include enhanced transparency as Sonoma County, to our knowledge, is the only county in California that has established a committee composed of citizens to provide input.

In 2011, the Board of Supervisors endorsed the three major pension reform goals recommended by the original Ad Hoc Committee on Pension Reform (“Pension Ad Hoc”): contain pension costs, maintain labor market competitiveness and workforce stability, and improve accountability and transparency. The Board at that time decided to take action to address growing pension costs rather than await for the state to take action. Subsequently, the Board created the Independent Citizen’s Advisory Committee on Pension Matters in 2015 to assess the County’s progress to date, and propose additional recommendations for further pension reform efforts. The Citizen’s Committee’s report, published in July 2016, included many new recommendations for the Board to consider, and it also reaffirmed many of the key strategies from the original 2011 Pension Ad Hoc Committee report. The Pension Ad Hoc’s suggested responses to the former committee recommendations are included in the attached report in Appendix A.

In November 2016, the Board of Supervisors reactivated the Pension Ad Hoc Committee and appointed Supervisors Shirlee Zane and David Rabbitt to lead the next phase of reform efforts in accordance with its charter (see appendix B). The reactivated Pension Ad Hoc worked on directly addressing several key cost containment strategies found in both the original 2011 Pension Ad Hoc report and the 2016 Citizen’s Committee report. It is important to note that the Ad-Hoc work was delayed by unanticipated pressing community priorities resulting from the October 2017 Wildfires.

The Pension Ad Hoc’s recommendations on each of the cost containment strategies are summarized below and discussed in greater detail throughout the report:

<b>Cost Containment Strategies</b>	<b>Policy Recommendations</b>
Accelerated payments towards the Retirement System’s Unfunded Actuarial Accrued Liability (UAAL).	Implement a structured approach for making recurring accelerated UAAL payments annually, financed with a baseline employer contribution equal to 0.5% of pensionable payroll, and supplemented by ad hoc prepayments approved by the Board during annual Budget Hearings, and potentially financed by available year-end funds.
Early Payment of Pension Obligation Bonds.	No viable option exists for early payment of the County’s 2003 and 2010 Pension Obligation Bonds without incurring substantial pre-payment costs as established by the bonds’ covenants. The 20-year bonds will be paid off in 2023 and 2030, respectively.
Long term sharing of unfunded liability costs between employer and employees.	In accordance with State bargaining laws, engage and negotiate with labor representatives to develop and implement a new, ongoing arrangement for sharing unfunded liability costs with employees.
Implement a hybrid retirement plan with a market competitive defined-benefit formula.	Due to current legal limitations, support legislative changes that would allow implementation of a lower defined-benefit hybrid plan which may appeal to new employee groups’ interests.

The enclosed Ad-Hoc report also includes an update on the California pension legal landscape. Most recently, the Board joined with the County of Solano and the League of Cities in filing an amicus brief for the Cal Fire Local 2881 v. Public Employment Relations Board (PERB) case, which urges reexamination of the law governing the modification of pension benefits known as the “California Rule.”

**Conclusion**

The Board’s Pension Ad Hoc Committee explored many different options for reducing the County’s unfunded pension liabilities, with the intention to both inform and guide the next phase of local pension reform efforts. All of the options and approaches reviewed have unique pros and cons, and there is no easy fix nor panacea that will solve the challenges faced by our County with respect to reducing current and future pension-related costs. One the most important factors is that the County must bargain with employee labor representatives in order to implement many of the potential approaches anticipated to reduce the County’s pension costs over the long-term. Ultimately, the County as employer shares a common goal with its employees to ensure a sustainable pension system for current retired and active employees, as well as for future employees.

**Prior Board Actions:**

04-25-2017 (item #40) Board approval of the Independent Citizen’s Pension Advisory Committee and Pension Ad-Hoc charters.  
07-12-2016 (item #32) Board receive final report of the Independent Citizens Advisory Committee.

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

Ongoing review of the County’s long term liabilities ensures the Board and the public are kept appraised of how obligations impact the County’s fiscal health.



<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 18-19 Adopted</b>	<b>FY 19-20 Projected</b>	<b>FY 20-21 Projected</b>
Budgeted Expenses			
Additional Appropriation Requested			
<b>Total Expenditures</b>			
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>			
<b>Narrative Explanation of Fiscal Impacts:</b>			
Not applicable.			
<b>Staffing Impacts</b>			
<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A – I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
Pension Ad-Hoc Report dated September 11, 2018.			
<b>Related Items “On File” with the Clerk of the Board:</b>			
None			

# Sonoma County Board of Supervisors

## Ad Hoc Committee on Pension Reform

Supervisor David Rabbitt (District 2)

Supervisor Shirlee Zane (District 3)



September 11, 2018



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# 1 Executive Summary

Public Sector pension reform is complex and has major implications for local residents, taxpayers, County employees, retirees, and the County as a major employer. The Sonoma County Board of Supervisors (“Board”) has established a long term goal of creating a fair, equitable, and sustainable pension system; and has implemented every measure readily available to avert pension cost increases while balancing the need to attract and retain talented workforce focused on providing superior public services to enrich Sonoma County residents’ quality of life. Board efforts thus far include enhanced transparency as Sonoma County, to our knowledge, is the only county in California that has established a committee composed of citizens to provide input.

In 2011, the Board of Supervisors endorsed the three major pension reform goals recommended by the original Ad Hoc Committee on Pension Reform (“Pension Ad Hoc”): contain pension costs, maintain labor market competitiveness and workforce stability, and improve accountability and transparency. The Board at that time decided to take action to address growing pension costs rather than await for the state to take action.

Subsequently, the Board created the Independent Citizen’s Advisory Committee on Pension Matters in 2015 to assess the County’s progress to date, and propose additional recommendations for further pension reform efforts. The Citizen’s Committee’s report, published in July 2016, included many new recommendations for the Board to consider, and it also reaffirmed many of the key strategies from the original 2011 Pension Ad Hoc Committee report.

In November 2016, the Board of Supervisors reactivated the Pension Ad Hoc Committee and appointed Supervisors Shirlee Zane and David Rabbitt to lead the next phase of reform efforts. In accordance with its charter, the reactivated Pension Ad Hoc worked on directly addressing several key cost containment strategies found in both the original 2011 Pension Ad Hoc report and the 2016 Citizen’s Committee report.

This report specifically contains the Pension Ad Hoc’s review of four different cost containment strategies. The Pension Ad Hoc’s recommendations on each of the cost containment strategies are summarized in **Table 1** and discussed in greater detail throughout the report:

**Table 1: Summary of Pension Ad Hoc’s Policy Recommendations**

<b>Cost Containment Strategies</b>	<b>Policy Recommendations</b>
Accelerated payments towards the Retirement System’s Unfunded Actuarial Accrued Liability (UAAL).	Implement a structured approach for making recurring accelerated UAAL payments annually, financed with a baseline employer contribution equal to 0.5% of pensionable payroll, and supplemented by ad hoc prepayments approved by the Board during annual Budget Hearings, and potentially financed by available year-end funds.
Early Payment of Pension Obligation Bonds.	No viable option exists for early payment of the County’s 2003 and 2010 Pension Obligation Bonds without incurring substantial pre-payment costs as established by the bonds’ covenants. The 20-year bonds will be paid off in 2023 and 2030, respectively.
Long term sharing of unfunded liability costs between employer and employees.	In accordance with State bargaining laws, engage and negotiate with labor representatives to develop and implement a new, ongoing arrangement for sharing unfunded liability costs with employees.
Implement a hybrid retirement plan with a market competitive defined-benefit formula.	Due to current legal limitations, support legislative changes that would allow implementation of a lower defined-benefit hybrid plan which may appeal to new employee groups’ interests.

In addition to researching the above cost containment options, this report also provides status updates and addresses several other items found in the Pension Ad Hoc Committee’s charter:

- Responses to all recommendations proposed in the July 2016 report of the Independent Citizen’s Advisory Committee on Pension Matters;
- Establishment of a new Independent Citizen’s Pension Committee in 2017;
- Ongoing efforts to creating community-focused resources, including more robust annual reports, to provide transparency to the public surrounding pension matters;
- Revisiting the County’s 10% of total compensation cost containment target; and
- Update on legal developments relevant to pension reform.

Sonoma County will continue to face many challenges on the road to pension reform, and it will not be easy. Despite the challenges ahead, the County must continue to move forward and take incremental steps now to ease the financial burden in the future.

## 2 Background and Overview Information

### 2.1 Background/History

#### 2.1.1 Genesis of the County's Pension Reform Effort Starting in 2010

The Sonoma County Board of Supervisors ("Board") has adopted Pension Reform as one of its key priorities, with a goal of ensuring a fair, equitable, and sustainable pension system for taxpayers and employees alike. The Board formed the original Ad Hoc Committee on Pension Reform ("Pension Ad Hoc") in February 2011 to address increased pension costs experienced throughout the prior decade, which included significant below market returns as a result of the 2008 Great Recession. Supervisors Shirlee Zane and David Rabbitt were appointed to the Ad-Hoc committee. The 2011 Pension Ad Hoc analyzed the County's pension issues and developed a comprehensive report to communicate policy recommendations and define the County's over-arching pension reform goals and strategies. The Board of Supervisors received the original Pension Ad Hoc Committee's report in November 2011 and adopted the goals and strategies therein, including: cost containment; maintaining workforce competitiveness and stability; and improving accountability and transparency.

#### 2.1.2 Independent Citizen's Advisory Committee on Pension Matters (2015-16)

Under the goal of improving accountability, the 2011 Pension Ad Hoc Report recommended establishing an Independent Citizen's Committee to monitor, guide, and drive reform efforts. To that end, in September 2015, the Board of Supervisors established the Independent Citizen's Advisory Committee on Pension Matters ("Citizen's Committee") in September 2015, and charged it with evaluating the County's efforts to date and also proposing new reform strategies and approaches. The Citizen's Committee completed its work in July 2016 with submission of its final report, which assessed the County's pension reform progress since 2012 and communicated a number of findings and recommendations. The Citizen's Committee's report also added suggestions for further definition, tracking, measurement, and reporting efforts on some of the Board's existing pension reform strategies. The Committee's full report can be viewed and downloaded via the County's website: <http://sonomacounty.ca.gov/Independent-Citizens-Pension-Committee/>. Following receipt of this report, the Board re-established the Pension Ad Hoc, and appointed Supervisors Rabbitt and Zane as co-chairs to lead the next phase of reform efforts. The Pension Ad Hoc worked with County staff to develop responses to the Committee's recommendations, which are presented in the **Appendix A** matrix.



### 2.1.3 Formation and Charter of New Pension Ad Hoc Committee

The Board-approved charter for the Pension Ad Hoc Committee, included as **Appendix B** to this report, includes the following high level scope of work: (1) define a plan for the next phase of reform efforts; (2) continue the County’s work on existing reform goals and strategies related to cost containment and transparency; and (3) address several key recommendations cited in the July 2016 committee report.

This report addresses the following deliverables identified in the charter:

- 1) Monitor legal developments that impact local pension systems. **(Section 2.2)**
- 2) Recommend approaches for reducing the County’s Unfunded Actuarial Accrued Liability (UAAL) associated with pension costs, i.e., advanced payments towards UAAL and/or sharing the UAAL pension cost burden between employer and employees. **(Sections 3.1, 3.2 & 3.3)**
- 3) Assess the feasibility of, and possible approaches for, creating a hybrid retirement model that consists of defined-benefit and defined-contribution plan components. **(Section 3.4)**
- 4) Respond to recommendations in the July 2016 report of the Independent Citizen’s Advisory Committee on Pension Matters. **(Section 2.1.2)**

In addition to the aforementioned deliverables, the Pension Ad Hoc’s charter also includes the following scope items that have been, or will be, addressed outside of this report:

***Develop a scope and charter for a new Independent Citizen’s Pension Committee.***

In April 2017, the Board of Supervisors approved the Pension Ad Hoc’s recommendation to create a new, ongoing Independent Citizen’s Pension Committee to advise the Board, represent the best interests of the entire community in a non-partisan manner, and to help improve communication between the County and local residents on pension issues. The scope of the new committee is intended to improve accountability and transparency of the County’s pension reporting, and provide a way for the County to engage citizens in an advisory role to inform pension reform strategies.

The new Independent Citizen’s Pension Committee is charged with analyzing County and Sonoma County Employees’ Retirement Association (“SCERA”) publications to identify key trends and issues, and with researching innovative pension reform strategies to contain costs being pursued in other local or state jurisdictions that could be pursued by the County. The seven committee members were formally appointed on September 12, 2017. Refer to **Appendix C** for the committee’s full charter. The committee’s website is routinely updated with meeting agendas and materials to help members of the public stay informed regarding their activities:

<http://sonomacounty.ca.gov/Independent-Citizens-Pension-Committee/>.

***Create community-focused resources, including more robust annual reports, to provide transparency to the public surrounding pension matters.***

The County launched a new Pension Reform website in 2017 to provide a central location for members of the public to review prior pension-related reports, read current news, and access links to pension information resources: <http://sonomacounty.ca.gov/CAO/Pension-Reform/>. The County also created a new 2-page pension fact sheet, titled “What do you know about Pensions?”, to communicate facts and figures pertinent to Sonoma County’s pension costs and benefits in a format that is readable and accessible. The pension fact sheet is included as **Appendix D** to this report, and can also be downloaded from the County’s new Pension Reform website linked above. The County Administrator’s Office and SCERA are jointly working on a comprehensive report on pensions to be presented to the Board of Supervisors in the December 2018, and annually thereafter.

***Revisit the County’s 10% of total compensation cost containment target.***

In 2011, the Board of Supervisors set an aspirational goal for reducing pension-related costs—which includes County retirement contributions and Pension Obligation Bond debt service—to 10% of total salary and benefit expenditures within 10 years, by Fiscal Year 2020-21. On January 27, 2015, County Administrator staff presented an updated pension cost projection to the Board, based upon the latest actuarial information (from December 31, 2013) available at that point in time. The January 2015 projection chart showed an updated forecast indicating that the County was on track to attain a ratio of 11.4% by FY 2023-2024. In June 2016, County staff presented an updated forecast, based on SCERA’s 2015 actuarial valuation data and future scheduled Pension Obligation Bond debt services payments, showing the 10% target is not expected to be achieved until FY 2030-31. Compared to the January 2015 report, there were several primary causes for the 10% target being pushed out to FY 2030-31: actuarial assumption changes; actual investment returns lower than the assumed discount rate; and lowering of the assumed discount rate from 7.50% to 7.25%. The various updates to the year in which the 10% target will be achieved demonstrate the difficulty of identifying the year in which it will be attained. The target will continue to be updated based on the annual actuary valuations, which contain fixed point in time data, and annual pension obligation bond payments. Although the year when attainment of the 10% cost target is unpredictable, it is important to note that the County is on a more sustainable path than the pre-2012 cost growth trajectory.

The County’s past pension cost projections were intended to serve as illustrations, not predictions, of what might occur if all actuarial economic and non-economic assumptions at a given point in time were realized over a 20-year timespan. The projections by nature do not account for potential future impacts caused by changes to the assumed discount rate, favorable or unfavorable actual investment returns, interest rate fluctuations, member demographic experience, and changes to actuarial assumptions such as mortality tables and other factors. If any of these factors change in

the future based on actual experience, they could have favorable or unfavorable impacts; therefore, it is reasonable to assume the estimated timeframe for achieving the 10% target will continue to shift. The County will continue to report on progress towards the 10% cost containment target. The first report is planned for December 2018. The County will develop a pension cost dashboard to track measures, such as costs as a percentage of revenue and/or pensionable payroll, which were recommended by the Independent Citizen’s Advisory Committee on Pension Matters.

## **2.2 Pensions in California – Legal Landscape**

Changes to the legal landscape have occurred since the 2011 Pension Ad Hoc Committee was formed, including the 2012 adoption of the Public Employee Pension Reform Act of 2013 (“PEPRA”) and more recently case law decisions on vested rights.

### **2.2.1 County Employees Retirement Law of 1937 Act CERL**

The County of Sonoma is one of 20 counties in the State of California covered by the County Employees Retirement Law of 1937 (also known as “CERL” or “37 Act”), as contained in Government Code Title 3, Division 4, Part 3, Articles 1 through 18. This is a statutory system that is separate and distinct from the California Public Employees’ Retirement System (CalPERS), which is governed under a different section of the Government Code.

### **2.2.2 Public Employees’ Pension Reform Act (“PEPRA”)**

The California Public Employees’ Pension Reform Act (also known as “PEPRA”) was signed by Governor Brown in 2012 and went into effect on January 1, 2013 (AB 340 and AB 197). PEPRA applies to all public retirement systems. Among other things, PEPRA made several changes to the pension benefits for new employees hired on or after the effective date, including setting new maximum benefits, adopting a lower-cost pension formula for safety and non-safety employees with requirements to work longer in order to reach full retirement age and a cap on the amount of compensation used to calculate a pension. PEPRA also reformed pension spiking, required a three-year averaging of final compensation for new employees, removed certain elements of pay from being counted in the retirement calculation, and provided counties with new authority to negotiate cost sharing agreements with current employees.

PEPRA provides that beginning in 2018 an employer may require employees to eventually pay 50 percent of the total annual normal cost which is to be raised at no more than 14 percent above the

applicable normal rate of contribution of general members, and no more than 33 percent above the applicable normal rate of contribution of county peace officers (with normal cost determined based on the employee's age of entry into the system). PEPRRA does not require an employer to implement this change, but the employer may do so once it has completed the good faith bargaining process as required by law, including any impasse procedures requiring mediation and fact finding (See Government Code § 31631.5). During the 2016 round of bargaining, the County reached agreement with labor groups on normal cost sharing arrangements for Plan A Legacy employees with all bargaining units. In an effort to achieve 50/50 sharing of normal cost by 2018, the cost sharing arrangements called for incrementally increasing employees' contributions towards normal cost at the start of each fiscal year. The incremental increases brought the cost sharing to 2/3 of the way to the full 50/50 sharing goal by 7/1/2017 for general plan members and a 2.8% fixed percentage contribution for safety members. Achieving the remaining approximately 1/3 (full 50/50 sharing) would be contingent on future rounds of labor negotiations. Given that the October 2017 catastrophic Wildfires focused the county on recovery efforts and created fiscal uncertainty regarding available ongoing revenues, the Board provided authority to negotiate one year labor contract extensions with limited objectives given the short extension. The County did not include the last 1/3 needed to reach the full 50/50 sharing goal in the extensions. The County will consider revisiting the remaining 1/3 adjustment in future negotiations.

### **2.2.3 Pension Reform Legal Constraints / Recent Cases**

#### **The "California Rule" and Vested Rights**

Pension reform hurdles include the vested rights doctrine. The California Supreme Court, in a unanimous 7-0 decision in *Retired Employees Association of Orange County, Inc. v. County of Orange* (2011) 52 Cal.4th 1171, a health and welfare benefits case, reaffirmed the vested rights doctrine stemming from a series of cases out of the City of Long Beach in the 1940s and 50s. The "California Rule," which guarantees government workers the pension that was in place on the day they were hired, has been a long standing precedent which has its roots in the Contracts Clause of the United States Constitution (Article I, Section 10) and the California Constitution (Article I, Section 9). Subsequently, the 2015 decision in *Deputy Sheriff's Association of San Diego v. County of San Diego* (2015) 233 Cal.App.4th 573, has held that pension rights do not vest, however, until an employee begins work. Additionally, recent appellate court decisions have potentially opened the door for certain prospective revisions; however, those court decisions have been appealed to the California Supreme Court.

#### **Cases Currently Under Review by the California Supreme Court**

The first case now under consideration by the California Supreme Court is the 2016 case of *Marin Assn. of Pub. Employees v. Marin County Employees' Ret. Assn.* 2 Cal.App.5th 674. Following the Legislature's

enactment of PEPRA, the Board of Directors for the Marin County Employees' Retirement Association ("MCERA") adopted a policy prospectively limiting the types of pay and benefits included in its definition of "compensation earnable" for purposes of calculating retirement benefits. MCERA enacted the policy to comply with Gov. Code 31461, which excludes specific items from the calculation of retirement income with the aim of curtailing pension spiking. "Pension spiking" refers to measures available to employees to boost compensation, which may result in larger ongoing pension payments. Shortly after this change, employees and recognized employee organizations brought suit alleging that the now excluded payments had been factors in determining the wage and benefits packages approved through collective bargaining and impaired members' vested right. The Court rejected this argument, noting "while a public employee does have a 'vested right' to a pension, that right is only to a 'reasonable' pension — **not an immutable entitlement to the most optimal formula of calculating the pension.** And the Legislature may, prior to the employee's retirement, alter the formula, thereby reducing the anticipated pension. So long as the Legislature's modifications do not deprive the employee of a 'reasonable' pension, there is no constitutional violation." (Id. at 680.) To meet a "reasonableness" test, alterations of employees' pension rights must bear some material relation to the theory of a pension system and its successful operation (Id at 701, 707). In addition, changes in a pension plan which result in disadvantage to employees should, but are not required to, be accompanied by comparable new advantage (Id at 699.).

In *Cal Fire Local 2881 v. Public Employment Relations Board* ("PERB"), another 2016 case, 7 Cal.App.5th 115, the Court of Appeal held that vested rights were not violated despite PEPRA's elimination of certain eligible employees to previously purchase service credit or "air time." Specifically, Government Code § 20909 previously provided eligible public employees the option to purchase up to five years of non-qualifying service credit, or "airtime," which provided an increase in pension benefits paid during retirement. The airtime service credit option was eliminated with the enactment of PEPRA, although eligible members had a short window to purchase credit between PEPRA's enactment on October 2012 through December 31, 2012. In this case, a group of firefighters were eligible to but did not purchase airtime service credit. They filed a writ of mandate alleging they had a vested contractual right to purchase the airtime credit. The Court determined that the wording of the law and legislative history did not show that the purchase of airtime was a vested contractual right. While the firefighters were able to point to a California Public Employees' Retirement System ("CalPERS") publication saying the employees had a vested right to the provisions to the retirement law in existence during employment, that did not change the fact that California law gives the government the ability to make "reasonable modifications and changes in the pension system" prior to their retirement. (Id. at 127-28.) The Court defers to legal authority, and not CalPERS, when there is a conflict between the two. Therefore, neither CalPERS nor PEPRA violated an alleged vested right, nor did the firefighters show they lost their right to a reasonable pension just because the airtime service credit was eliminated.

Both cases have been accepted for review by the California Supreme Court, and the *Cal Fire* case has been fully briefed with the Supreme Court, including Governor Brown's Answer Brief on the Merits contending that the option to purchase "airtime" was not a vested right, that even if it were a vested right, withdrawing the option is consistent with the Contracts Clause and needed to serve important public purposes and that no offset to employees is required (notwithstanding the California rule). Extensive amicus support has been filed on both sides. The Application of the County of Sonoma/County of Solano to file an amicus brief joining in the briefing filed by the League of California Cities in support of modifying the California rule was granted on March 2, 2018 (**Appendix E**).

The Marin County case is likely to move more slowly, because the state Supreme Court is awaiting further decision on another case brought by employees in Contra Costa, Alameda, and Merced counties. In the Alameda County case, *Deputy Sheriff's Association v. Alameda County Employees' Retirement Association (2018) 19 Cal.App.5th 61*, the Court of Appeal affirmed in part, and reversed in part, the trial judge's ruling. In a lengthy decision, the Court of Appeal held, among other things, that Retirement boards are bound by the Post-Ventura Settlement Agreements and declined to follow the vested rights ruling in the Marin case. Instead, the Court held that applying detrimental changes to the pension benefits of Legacy Members is only justified by compelling evidence that the required changes manifest a material relation to the successful operation of the pension system, which must be analyzed on an individualized basis. Thus, the Alameda case has been remanded back to the trial court to review the individualized analysis for each of the three retirement systems.

Another noteworthy case issued by the Supreme Court on August 02, 2018 is *Boling v. Public Employment Relations Board (SC S232034)*. In its review of a challenge to a citizens initiative petition by a Labor Union, the Court held that the San Diego Mayor's official pursuit of pension reform as a matter of policy to eliminate pensions for future employees triggered the meet and confer requirements in the facts of that case.

### **Sonoma County Lawsuit**

Locally, a lawsuit was filed in 2017 seeking to challenge Sonoma County's pension benefit enhancements enacted in 2002 based on a procedural deficiency. That lawsuit did not survive the initial pleading phase due to the 15-year lapse of time since its adoption in 2003 under the statute of limitations. Even if the lawsuit had been timely, the enhancements had been the subject of actuarial reports and at least 6 public hearings. It is unknown whether an appeal will be filed. A second lawsuit challenging the County's retention of a law firm to defend the first suit and the process related thereto is still pending.

## **3 Pension Ad Hoc Committee Policy Recommendations**

In accordance with its charter, the Pension Ad Hoc analyzed the following four options for reducing the County's Unfunded Actuarial Accrued Liability ("UAAL") and overall pension-related costs: (1) advanced payments towards the pension system's UAAL; (2) early payment of Pension Obligation Bond debt; (3) long term sharing of the pension system's UAAL cost burden between employer and employees; and (4) feasibility of implementing a hybrid retirement plan with lower defined-benefit tiers.

### **3.1 Prepayment of Retirement System Unfunded Liability**

#### **3.1.1 Overview**

In January 2015, the Sonoma County Board of Supervisors approved a one-time advanced payment of \$3.5 million towards unfunded pension liabilities, which was estimated to avoid \$3.0 million in future financing costs based on the prevailing discount rate. Recognizing the prudence of paying more now to avoid future costs, the Pension Ad Hoc sought to develop a more systematic approach for prepaying UAAL on a recurring annual basis, including how best to apply the prepayments in order to maximize their benefit.

#### **3.1.2 What is Unfunded Liability?**

The Sonoma County Employees' Retirement Association's ("SCERA") unfunded liability is calculated on an annual basis by a third party professional actuary, currently Segal Consulting. The Unfunded Actuarial Accrued Liability ("UAAL") is calculated as the amount by which future obligations to pay members' benefits exceeds the present value of SCERA's available fund assets. The SCERA pension system pays for retirees' pension benefits through a combination of employer and employee contributions, plus investment income earned on those contributions. The employer and employee contribution rates are set as part of the annual actuarial valuation performed by SCERA's actuary. The contribution rates are adjusted annually based on an analysis of the estimated costs to meet all future retiree benefit obligations based on current economic (i.e., wage inflation and assumed investment returns) and non-economic (i.e., member demographic and mortality rate) assumptions. New unfunded liabilities are created each year whenever actual experience differs from these actuarial assumptions. For example, actual investment returns falling short of the assumed discount rate of 7.25% in a given year would result in an actuarial "loss", and in would turn create new unfunded liabilities for the retirement system if they were not offset by other experience gains. Actuarial gains experienced by the

retirement plan each year, such as an additional UAAL payment by the County, are also factored into each annual valuation and help offset actuarial losses.

All employers participating in the SCERA pension plan—County of Sonoma, Superior Court, and Valley of the Moon Fire District— are responsible for paying their respective share of the pension system’s unfunded actuarial liability, which is amortized over a fixed 20-year period from the year created. As of Segal’s December 31, 2016 Actuarial Valuation, SCERA’s overall UAAL was \$408.2 million; of this total, \$373.7 million can be attributed to the County of Sonoma as the largest employer participating in the pension plan.<sup>1</sup> SCERA’s recent annual actuarial valuations, including the referenced 2016 valuation, are available to the public on its website: <http://scretire.org/Financial/Actuarial-Reports/>.

### **3.1.3 Layered UAAL and Maximizing Prepayments**

The County’s total unfunded liability of \$373.7 million is comprised of several individual layers created each year, and amortized over a fixed 20-year period from the date created. As of the 2016 Actuarial Valuation, the shortest layer of UAAL was created in 2007 and will be paid off in 2027, while the longest loss layer was created in 2016 and will be fully paid in 2036. Each individual layer of UAAL is analogous to a 20-year fixed mortgage loan. Every year, on the loss layers, employers pay the annual amount of the principal, plus any accrued interest that compounds at the assumed discount rate (currently 7.25%), in accordance with an amortization schedule. Accelerated UAAL prepayments could be applied to the outstanding principal amount, which in turn reduces the amount of future interest to be paid, similar to the effect of prepaying a fixed rate home mortgage. Because the UAAL interest compounds over time at the assumed discount rate, prepaying the principal of the longest UAAL layers achieves the greatest interest savings.

### **3.1.4 Results of Actuarial Analysis**

The Ad-Hoc engaged SCERA’s actuary, Segal Consulting (“Segal”), to help estimate the long-term cost savings if the County were to prepay \$3.0 million towards UAAL on a recurring annual basis over the next 20 years. The \$3.0 million amount was chosen for modeling purposes only, since it was a round number close to the January 2015 payment amount of \$3.5 million, and because it is slightly less than 1% of the County’s pensionable wages per the 2016 Segal Valuation.

At the County’s request, Segal created three different hypothetical scenarios to demonstrate the relative costs savings of applying \$3.0 million annual prepayments in various ways: prorated evenly across all outstanding UAAL layers; applied to the shortest outstanding layers; or applied to the longest

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<sup>1</sup> Sonoma County Employees’ Retirement Association Actuarial Valuation as of December 31, 2016.



outstanding layers. Segal’s full analysis is included as **Appendix F** to this report, and summarized in **Table 2** below.

**Table 2: Accelerated UAAL Prepayment Scenarios (\$ in millions)**

<b>Accelerated UAAL Prepayment Scenarios</b>	<b>Years to Retire Current UAAL</b>	<b>UAAL Principal Based on 2016 Actuary</b>	<b>Interest (7.25%)</b>	<b>Total UAAL Cost Based on 2016 Actuary</b>	<b>Est. Savings over 20 Yrs.</b>
Baseline: No Prepayments	20	\$ 373.7	\$ 240.5	\$ 614.2	n/a
Scenario 1: \$3M Annually Applied to All Layers	17	\$ 373.7	\$ 227.5	\$ 601.2	\$ 13.0
Scenario 2: \$3M Annually Applied to Shortest Layers	17	\$ 373.7	\$ 232.0	\$ 605.7	\$ 8.5
Scenario 3: \$3M Annually Applied to Longest Layers	15	\$ 373.7	\$ 221.7	\$ 595.4	\$ 18.8

Segal’s analysis confirms that applying accelerated UAAL prepayments to the longest outstanding layers of UAAL, or Scenario 3 in the table, yields the highest cost savings of approximately \$18.8 million over time. Segal’s modeling assumed a fixed 20-year period and did not factor in future actuarial gains or losses, so it is **only an approximation, not a guarantee**, of future savings amounts; however, the conclusion still holds with regard to the optimal approach for applying prepayments.

Once the Pension Ad Hoc confirmed the optimal approach of applying prepayments to the longest UAAL layers, it then analyzed Segal’s data for that scenario to determine the “breakeven” point when overall estimated cost savings from reduced interest payments would surpass cumulative annual principal prepayments. Based on the Breakeven Analysis provided as **Appendix G**, it would take approximately 15 years for the County to realize total savings that exceed the cumulative \$42 million of UAAL paid in annual \$3.0 million installments over a 14-year period. The County would still achieve savings each year before this breakeven point, starting small in the first year and gradually increasing over time, plus it would pay off the UAAL in 15 years instead of 20 years. Prepaying UAAL in annual increments is a long-term strategy that will ultimately help reduce pension costs, but it is not an instant fix and will require a long term view and approach that assumes the discretionary County funds needed for the annual payment will not be redirected to new or other priorities.

### **3.1.5 Policy Recommendation**

The Pension Ad Hoc Committee recommends implementing an ongoing, structured approach for prepaying unfunded pension liabilities on an annual basis, and subsequently applying those prepayments to the longest outstanding layers of UAAL to maximize long term interest savings. The Pension Ad Hoc proposes a dual approach for financing the annual prepayments.

In order to provide a baseline prepayment contribution each year, the County would budget and collect an additional, fixed 0.5% of pensionable payroll above and beyond the required employer contribution rate. Per the 2016 SCERA Actuarial Valuation, the County's annual pensionable payroll was \$338.2 million; therefore, contributing an additional 0.5% of payroll would finance a fixed UAAL prepayment of approximately \$1.7 million annually, which would scale the dollar amount with annual changes in pensionable payroll. If this approach were ultimately endorsed by the Board of Supervisors, the County Administrator's Office would present a Financial Policy to the Board for approval to memorialize the arrangement, and upon approval would subsequently program the additional 0.5% in a future fiscal year's Recommended Budget. Due to timing of the FY 2018-19 budget development budget cycle, the earliest this could be implemented would be Fiscal Year 2019-20. The Board of Supervisors would have the option to amend this Financial Policy in future years to increase the 0.5% baseline contribution, depending on the County's fiscal outlook.

The second part of the dual financing approach entails ad hoc lump sum contributions that would need to be authorized by the Board of Supervisors during annual Budget Hearing deliberations. These one-time lump sum prepayments would be financed by available fiscal year-end savings identified in future years. During annual Budget Hearings, the Board of Supervisors would determine whether an optional prepayment should be made, and decide how much to contribute should year-end funds be available.

The Pension Ad Hoc settled on the 0.5% of pensionable payroll fixed prepayment amount because this long term strategy will require a stable funding source (not solely reliant on one-time revenues or savings), without creating a large cost burden that diverts resources from other high priority programs and services. With regard to the ad hoc discretionary contribution component, because it will be handled during Budget Hearings, the Board will have the opportunity to consider its merits against other County priorities in an open and transparent forum. The Pension Ad Hoc believes this balanced approach would allow the County to make progress towards its long term goal of reducing unfunded pension liabilities, while doing so in a fiscally prudent manner.

## 3.2 Early Payment of Pension Obligation Bonds

### 3.2.1 Overview of Pension Obligation Bonds

Pension Obligation Bonds (“POB”) are issued by a government entity to help pay its obligations to the pension system in which its employees are members. In addition to paying its proportional share of the pension system’s Unfunded Actuarial Accrued Liability, the County also pays for unfunded pension liabilities indirectly via its debt service on several outstanding Pension Obligation Bonds, which were issued in the past to refinance UAAL obligations to SCERA. The bonds were issued by the County on three separate occasions—1993, 2003, and 2010—when the interest rate difference, or spread, between SCERA’s assumed discount rate and the bond market, afforded an opportunity for significant savings over the 20-year payment period used both by the system and the bond market. The following **Table 3** summarizes the County’s Pension Obligation Bond issuances as of 12/31/2017:

**Table 3: Summary of Pension Obligation Bonds (\$ in millions)**

Debt Issuance	Pension Bond Information			Total Debt Issuance			Principal Balance as of 12/31/17
	True Interest Cost	Term (Yrs.)	Final Maturity	Principal	Interest	Total	
Series 1993	6.72%	20	2013	\$ 97.4	\$ 96.1	\$ 193.5	\$ 0
Series 2003A	4.80%	20	2023	\$ 210.2	\$ 135.9	\$ 346.1	\$ 97.1
Series 2003B	5.18%	20	2023	\$ 21.0	\$ 20.9	\$ 41.9	\$ 21.0
Series 2010A	5.90%	20	2030	\$ 289.3	\$ 242.9	\$ 532.2	\$ 261.8
<b>Grand Total</b>				<b>\$ 617.9</b>	<b>\$ 495.8</b>	<b>\$ 1,113.7</b>	<b>\$ 379.9</b>

The County pays principal and interest to bondholders in accordance with the respective 20-year payment schedules for each issuance; the master schedule for all three pension bonds is included as **Appendix H** to this report. The 1993 Pension Obligation Bond was fully paid in 2013. According to the schedule, the total annual debt service in Fiscal Year 2018-19 is \$48.5 million. The County’s total annual debt service costs are set to increase approximately \$2 million per year and peak in FY 2022-23 at \$56.4 million. After final payment of the 2003A and 2003B Series in FY 2022-23, debt service costs for the remaining 2010 issuance will range between \$31.3 million - \$41.0 million until fully paid in FY 2029-30. The County has no current plans to issue additional Pension Obligation Bonds.

### **3.2.2 Discussion and Analysis**

The Pension Ad Hoc collaborated with the County's Auditor-Controller-Treasurer-Tax Collector ("ACTTC") staff to explore the feasibility of paying the County's Pension Obligation Bonds earlier than the established schedules. The 1993 POB was paid in 2013 and did not factor into the analysis.

The 2003 Pension Obligation Bond is non-callable, which means it cannot be redeemed early by the issuer (the County) except with the payment of a penalty. One possible strategy would be to offer to pay a premium to the existing bond holders, known as a "tender offer". If the bond holders were to accept the tender offer, the County would need to issue a new Pension Obligation Bond, which would need to have interest rate savings great enough to cover the cost of the tender offer premium and to pay off the old bonds, and also save debt services costs. The viability of this strategy would depend on several factors, and contingent on bondholders' willingness to relinquish their bonds for a premium, and will be periodically re-evaluated by staff in the future.

The County's 2010A POB security includes a "Make Whole" call provision, which allows the borrower (the County) to pay off the remaining debt early; however, the borrower is required to make a lump sum premium payment to bondholders based upon an already agreed upon formula. The formula also requires the issuer to pay the bondholders future interest payments, which severely limits the potential to create any savings as a result of the call. The "Make Whole" analysis provided by KNN Public Finance, included as **Appendix I**, shows that the cost of this option would require the County to pay a premium of 22.9%, equal to \$59.9 million, to bondholders on top of paying outstanding principal and future interest payments. The "Make Whole" call provision negates any potential savings the County might achieve by paying off this POB issuance early.

### **3.2.3 Policy Recommendation**

Based on the above analysis, the Pension Ad Hoc cannot recommend any viable unfunded liability cost reduction options with respect to early payment of the County's outstanding Pension Obligation Bonds. As previously noted, the County's Pension Obligation Bonds were originally issued as a UAAL cost reduction measure; therefore, they were not designed to create future flexibility for an early payoff or other strategy. Both the 2003 and 2010 bonds were issued at advantageous interest rates for the purpose of maximizing pension liability savings at the time of issuance.

## 3.3 Unfunded Liability Cost Sharing with Employees

### 3.3.1 Overview

One of the cost containment strategies recommended in the November 2011 report of the Ad Hoc Committee on Pension Reform called for equal sharing of costs and risks, associated with market investment losses, other experience losses, and actuarial assumption changes, between the County and its employees. The July 2016 report of the Independent Citizens Advisory Committee on Pension Matters also reiterated this same recommendation. As described in Section 3.1.2 of this report, adverse actuarial assumption changes, other experience losses, and investment return shortfalls result in new Unfunded Actuarial Accrued Liability for the pension system, which is ultimately borne by the employer in the form of increased annual rates of contributions, thereby resulting in increased operational county costs. Currently, all Sonoma County employees share part of this cost burden by paying supplemental contributions towards unfunded liability, which helps defray costs that the County would otherwise be obligated to pay. However, employees' supplemental contributions are scheduled to end in years 2023-2024 as documented in current labor agreements. This section presents conceptual long-term cost sharing arrangements and discusses their respective pros and cons with respect to sharing of risk and impact on employees. Ultimately, implementing any sort of long-term cost sharing arrangement with employees would be subject to future labor negotiations.

### 3.3.2 Current Employee UAAL Cost Sharing Arrangement

Starting in Fiscal Year 2003-04, the County negotiated with General and Safety employee groups to have all County employees contribute supplemental contributions toward the pension system's unfunded actuarial accrued liability over a set 20-year period, ending in Fiscal Year 2023-24. Currently, all County employees pay supplemental contributions towards UAAL as a fixed percentage of their pensionable payroll. **Table 4** below presents the supplemental contributions paid by employees, as of the 2016 SCERA Actuarial Valuation, relative to the total annual UAAL contribution paid by the County as employer:

**Table 4: 2016 Annual UAAL Contributions (\$ in millions)**

Retirement Plan Tier	2016 Payroll	Employee UAAL Contribution		Employer UAAL Contribution		Total 2016 UAAL Cost	
		% of Payroll	Amount	% of Payroll	Amount	% of Payroll	Amount
Plan A (Legacy) - Gen.	\$192.5	3.03%	\$5.8	6.52%	\$12.6	9.55%	\$18.4
Plan A (Legacy) - Safety	\$56.4	3.00%	\$1.7	10.49%	\$5.9	13.49%	\$7.6
Plan B (PEPRA) – Gen.	\$78.9	3.03%	\$2.4	6.52%	\$5.1	9.55%	\$7.5
Plan B (PEPRA) - Safety	\$10.4	3.00%	\$0.3	10.49%	\$1.1	13.49%	\$1.4
<b>Total</b>	<b>\$338.2</b>		<b>\$10.2</b>		<b>\$24.7</b>		<b>\$34.9</b>
<i>% Share of Total UAAL</i>			<i>29%</i>		<i>71%</i>		<i>100%</i>

Employees’ supplemental contributions towards UAAL equate to \$10.2 million, or 29%, of the overall annual UAAL cost of \$34.9 million in 2016. The County as employer picks up the remaining 71% of the cost burden. It is important to note that the supplemental employee contribution rates will remain a fixed percentage of payroll. On the other hand, the County’s employer UAAL rate, and thus its contribution amount, will be subject to more volatility in the future, because it will continue to be reassessed each year as part of the retirement system’s recurring actuarial valuations. Under the current cost sharing arrangement, upon expiration of the employees’ supplemental contributions in FY 2023-24, the approximately \$10.2 million annually, adjusted for future inflation, would shift back to the County as an employer cost.

**3.3.3 Discussion and Analysis**

PEPRA provides that beginning in 2018 an employer may require employees to eventually pay 50 percent of the total annual normal cost which is to be raised at no more than 14 percent above the applicable normal rate of contribution of general members and no more than 33 percent above the applicable normal rate of contribution of county peace officers (with normal cost determined based on the employee’s age of entry into the system). PEPRA does not require an employer to implement this change but the employer may do so once the employer has completed the good faith bargaining process as required by law, including any impasse procedures requiring mediation and fact finding (See Government Code section 31631.5).

The Pension Ad Hoc first looked at the current pension contribution rates paid by Sonoma County’s employees, including supplemental cost sharing contributions, compared to employees in other counties. The County’s Human Resources Department surveyed 12 other local government agencies to obtain comparative data for employer and employee pension rates: City of Santa Rosa, Alameda County, Contra Costa County, Marin County, Mendocino County, Monterey County, Napa County, Sacramento

County, San Luis Obispo County, San Mateo County, Santa Cruz County, and Solano County. The results of the survey showed that Sonoma County’s employees on average contribute between 10.43% - 14.87% of their wages towards their pensions, presented by retirement tier in **Table 5** below:

**Table 5: Employee Pension Contributions (Sonoma vs. Other Agencies)**

<b>Sonoma County Employee Rate Components</b>	<b>Plan A (Legacy) General</b>	<b>Plan A (Legacy) Safety</b>	<b>Plan B (PEPRA) General</b>	<b>Plan B (PEPRA) Safety</b>
Normal Cost (Average)	8.90%	9.07%	7.42%	11.54%
UAAL Cost Share	3.03%	3.00%	3.03%	3.00%
Normal Cost Share towards 50/50 <sup>2</sup>	1.15%	2.80%	0%	0%
<b>Sonoma’s Total Employee Rate</b>	<b>13.08%</b>	<b>14.87%</b>	<b>10.45%</b>	<b>14.54%</b>
<b>Multi-Agency Employee Rate Comparison (13 Agencies)</b>				
<b>Average Rate</b>	10.37%	15.26%	7.95%	12.99%
<b>Lowest Rate</b>	7.00%	10.00%	6.25%	10.58%
<b>Highest Rate</b>	16.06%	21.45%	10.45%	19.24%
<b>Sonoma County's Relative Rank (1 lowest rate - 13 highest rate)</b>	<b>11</b>	<b>6</b>	<b>13</b>	<b>12</b>

One important consideration when reviewing the above comparison data is that all 13 agencies (including Sonoma County) have different retirement plan benefits and circumstances. The benefit formulas differ across the board; 6 of the 13 agencies have automatic retiree Cost of Living Adjustments built into rates (Sonoma only has an ad hoc retiree COLA); and 6 of 13 have some form of cost sharing arrangement for all employees like Sonoma County, while another 4 have cost sharing for safety members only. As noted above, Sonoma County’s Plan A employees pay increased normal cost contributions towards 50:50 sharing with the County, and all County employees contribute supplemental UAAL cost sharing amounts. Of the 20 California counties covered by the County Employees Retirement Law of 1937, only four counties have employees contributing extra amounts towards UAAL, and six counties have made progress towards legacy employees’ 50:50 sharing of normal cost. Aside from Sonoma County, only San Mateo County currently has employees contributing towards both unfunded liability and 50:50 sharing of normal cost. Comparing retirement benefits across agencies needs to be considered through the lens of employees not only paying different amounts, but also receiving varying levels of retirement benefits relative to what they are paying. In addition, the other retirement plans have differing investment allocations and actuarial funding policies. With

<sup>2</sup> In 2016, the County reached agreement with labor groups on normal cost sharing arrangements for Plan A employees with all bargaining units to incrementally increase employees' contributions towards normal cost at the start of each fiscal year. The incremental increases brought the cost sharing to 2/3 of the way to the full 50/50 sharing goal by 7/1/2017.

respect to the actual cost burden on employees, as noted in **Table 5**, Sonoma County’s General Tier employees—both Legacy and PEPRA—pay the highest, or close to the highest, contributions relative to their peers in other agencies. Looking at Safety employees, Sonoma County’s PEPRA Safety employees pay the 2nd highest contribution rates compared to peers, while Legacy Safety employees fare better, ranking towards the middle of sample group. Per **Table 6** below, as of the 2016 SCERA Valuation, the General plan employees and PEPRA safety employees—who pay relatively high contribution rates, as noted above—comprised a large majority, nearly 86%, of active members. Also, the population of Plan B PEPRA General and Safety Tier employees—who make up 30% of active members and currently pay the highest contribution rates relative to peers in this sample group—will continue to grow each year, because all new employees hired after January 1, 2013 (without reciprocity) fall under PEPRA.

**Table 6: Active SCERA Membership as of 2016 Valuation**

<b>Members</b>	<b>General</b>	<b>Safety</b>	<b>Total</b>
<b>Plan A Legacy</b>	2,289	571	2,860
<b>Plan B PEPRA</b>	1,122	130	1,252
<b>Total Count</b>	<b>3,411</b>	<b>701</b>	<b>4,112</b>
<hr/>			
<b>Plan A Legacy</b>	56%	14%	70%
<b>Plan B PEPRA</b>	27%	3%	30%
<b>% Total</b>	<b>83%</b>	<b>17%</b>	<b>100%</b>

The Pension Ad Hoc acknowledges that the optimal solution for the County’s finances would entail employees picking up a larger share of the unfunded liability cost burden; however, a drastic shifting of the UAAL costs to employees would have negative take home pay ramifications for current and prospective employees and the County’s ability to recruit and retain employees.

The impacts of the sunset date of the existing 3.00%/3.03% contribution in 2023-2024 are concerning. The Pension Ad Hoc acknowledges that working collaboratively with labor organizations will be critical to finding a long-term solution. The respective merits of three potential cost sharing concepts are presented below for illustrative purposes only and to stimulate discussions around this topic.

**Option 1 - Extend Employees’ Existing 3.00%/3.00 Supplemental Contributions**

This approach would allow the County to achieve long term savings through cost sharing, while at the same time not over-burdening employees by maintaining their current “status quo” supplemental contribution rates. The Pension Ad Hoc worked with Segal Consulting to estimate the long-term cost savings of the supplemental contribution extension. Segal’s full analysis is included as **Appendix J** to this report. If employees continued their supplemental contributions, Segal estimates the County' would avoid operational cost increases of \$7.6 million of UAAL costs in 2024 (prorated for a partial year). Starting in 2025, over a full 12-month period, the County would avoid \$13.2 million of UAAL costs; thereafter, the County would avoid incrementally higher cost growth of between 3% - 4% annually due



to assumed inflation and wage increases. In total, over a 10-year span from 2023 to 2032, the projected avoidance of increased costs could be nearly \$120.7 million.

**Table 7: County Cost Increase Avoidance from Extending Employee’s UAAL Contributions**

Year	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	Total
Est. Annual Increased Operational Cost	\$1.2	\$7.6	\$13.2	\$13.7	\$14.2	\$14.7	\$15.3	\$15.8	\$16.4	\$8.6	\$120.7
% of Annual Employer Contribution	1.6%	9.2%	14.7%	15.0%	15.2%	15.4%	15.9%	17.1%	18.7%	12.3%	

Segal’s cost projection shows a tapering of the County’s cost avoidance starting in 2033; however, that is due to the current 20-year amortization schedule for the retirement systems existing UAAL layers. Essentially, Segal’s model assumes the UAAL as of the 2016 valuation will be fully paid off by 2033, which leaves no UAAL costs to shift to the County and thus little savings. Despite Segal’s modelling assumptions, it is reasonable to assume the retirement system will experience future actuarial losses resulting in additional unfunded liabilities being created in the intervening years between 2018 and 2033, which means the County would continue to benefit from the extended employee contributions beyond 2033. One potential drawback of this approach long term is that, while the employees are sharing UAAL costs, they are not sharing the risk. If the existing rates were to be extended, employees would continue to pay a fixed rate over time, which means their sharing of the risk would be uneven depending on a given year’s actuarial valuation results. As noted in the preceding **Table 4**, as of the 2016 actuarial valuation, employees’ supplemental contributions covered 29% of the total annual UAAL cost based on the fixed 3.00%/3.03% rate. On the other hand, the County is responsible for covering all remaining UAAL costs (and thus the risk) above this amount, so its employer rate for UAAL would continue to be more volatile depending on annual valuation results.

**Option 2 – Implement a New Fixed Supplemental Contribution Rate**

A slightly different long term cost sharing approach for unfunded liabilities would involve adjusting the existing supplemental contribution percent of payroll from 3.00%/3.03% to a different factor after the current 2023-2024 sunset date. There are many permutations as to what the ongoing contribution rate could ultimately be set at long term, so no costing scenarios have been performed; however, Segal’s modelling of the 3.00%/3.03% contribution extensions provides a rough order of magnitude to approximate future cost avoidance for the County. In order to successfully implement this option, the County would need to engage with its employees and their labor representatives to agree upon the optimal supplemental contribution rate that balances the interests of all parties involved. From the employer perspective, this approach shares the same downside as the option of extending the existing contributions with respect to lopsided sharing of overall risk, but it is still a viable long term solution.

### **Option 3 – Fixed Sharing Ratio between Employer and Employees**

Finally, as a third alternative for cost sharing, employees could pay a fixed sharing ratio of the County's annual unfunded liability cost, which would be recalculated and adjusted each year as part of the retirement system's annual actuarial valuations. This approach would entail establishing a fixed ratio for this ongoing sharing of annual unfunded liability costs between employer and employee. As previously mentioned, employees' supplemental contributions as of the 2016 valuation covered 29% of the total annual UAAL cost, which is equivalent to 71%/29% sharing ratio, between employer and employees, respectively. Under the current arrangement, this sharing ratio changes every year depending upon annual retirement system valuation results, because the employee amount is fixed, while the employer amount flexes up or down to cover the remaining unfunded liability costs. Implementing a fixed sharing ratio approach would rectify this disparity, because both employer and employee contributions towards UAAL would adjust each year in unison, either up or down, depending upon the total unfunded liability costs to be paid. From an employer perspective, this is the most optimal approach for achieving both cost and risk sharing with employees. The largest drawback to this approach would be for employees. Under this type of arrangement, employees would benefit in the good years by paying less, but they would also assume a greater share of risk, which introduces more volatility with respect to their annual contribution amounts and take home pay.

It is important to reiterate that the aforementioned options are presented for illustrative purposes only; the County would be legally required to bargain and reach agreement with employee labor representatives in order to implement any sort of long-term cost sharing arrangement.

#### **3.3.4 Policy Recommendation**

The County needs to engage and work with employees to find the optimal long-term solution that meets the interests and needs of all impacted parties. The Pension Ad Hoc recommends keeping employee cost sharing of UAAL as an on-going long-term priority and working with labor through negotiations to continue making progress; and ensuring any future agreements do not negatively impact pension reform goals and still position the County to have total compensation market competitiveness and workforce stability. The County is legally required to negotiate and reach agreement with all 11 labor groups representing active employees in order to increase or extend negotiated employee contributions, and it should work towards this objective during future labor negotiations. There are many different ways for implementing a cost sharing arrangement between employer and employee, so the County must be open to exploring and considering a variety of options in the future as it bargains with its employee labor representatives.

## 3.4 Lower Defined-Benefit “Hybrid” Retirement Plan Implementation

### 3.4.1 Overview

As part of its charter, the Pension Ad Hoc assessed the feasibility of creating a new “hybrid” retirement plan for new employees, which would consist of a lower defined-benefit formula (compared to current PEPRAs plans), supplemented by a defined-contribution plan. The Pension Ad Hoc considered several factors in its analysis: legal constraints; potential cost avoidance from implementing lower defined-benefit retirement tiers; and potential impact on prospective employee recruitment and retention. Sonoma County’s employees currently fall under two different retirement tiers: (1) Legacy Plan A employees hired before January 1, 2013, and those hired after the cutoff date who were active members of another qualifying retirement system without a break in service of more than six months; and (2) PEPRAs Plan B employees hired after January 1, 2013 who were not members of any other retirement system. The Pension Ad Hoc worked under the key assumption that any new, lower defined-benefit hybrid plan would become a third retirement tier, and thus would only apply to new employees and *not* modify existing Legacy or PEPRAs employees’ benefits in any way.

### 3.4.2 Legal Considerations and Constraints

Under the Public Employees’ Pension Reform Act, it is unclear whether Sonoma County would be legally permitted to implement a new retirement formula that does not conform to PEPRAs, because the County did not have a lower benefit formula in place *before* the statewide PEPRAs implementation date of January 1, 2013. Per Government Code § 7522.02(d):

“If a public employer, before January 1, 2013, offers a defined benefit pension plan that provides a defined benefit formula with a lower benefit factor at normal retirement age and results in a lower normal cost than the defined benefit formula required by this article, that employer may continue to offer that defined benefit formula instead of the defined benefit formula required by this article, and shall not be subject to the requirements of Section 7522.10 for pensionable compensation subject to that formula. However, if the employer adopts a new defined benefit formula on or after January 1, 2013, that formula must conform to the requirements of this article or must be determined and certified by the retirement system’s chief actuary and the retirement board to have no greater risk and no greater cost to the employer than the defined benefit formula required by this article and must be approved by the Legislature. New members of the defined benefit plan may only participate in the lower cost defined benefit formula that was in place before January 1, 2013, or a defined benefit formula that conforms to the requirements of this article or is approved by the Legislature as provided in this subdivision.”

Government Code § 7522.02(d) establishes the criteria that qualifying employers (i.e., employers with lower benefits formulas in place prior to PEPRA) must meet in order to implement new benefit formulas, such as actuarial certification of lower risk and cost and obtaining approval from the California State Legislature. In 2015, the City of San Juan Capistrano, part of the Orange County Employees' Retirement System ("OCERS"), implemented a new Plan W, a hybrid plan for its general members with a defined-benefit formula of 1.62% @ age 65 and a defined-contribution component. After satisfying the requirements in GC § 7522.02(d), the California State Legislature passed Assembly Bill 284 on July 13, 2015 adopting the new hybrid plan option. OCERS was able to take these steps to adopt the new plan for the City of San Juan Capistrano because it had previously adopted the 1.62% @ age 65 formula for its County of Orange plan participants *prior* to the January 1, 2013 PEPRA cutoff date, so it clearly met the qualifying employer criteria. Sonoma County did not have lower benefit tiers in place prior to PEPRA; therefore, it is operating under a different set of circumstances and may not have the same flexibility as OCERS and the City of San Juan Capistrano with respect to adopting lower benefit formulas needed for a hybrid plan feasible.

Government Code § 7522.25(f) contains a limited exception that may allow Sonoma County to adopt a lower benefit formula for new members in the safety classification. Under PEPRA, employers with the Safety Option Two formula (2.7% @ age 57), such as Sonoma County, may agree in a memorandum of understanding with represented safety employees to implement either the lower Safety Option One (2.5% @ age 57) or Basic Safety formula (2.0% at age 57). If negotiated, the new formula would apply only to employees hired after the date of implementation. Based on the prevailing interpretation of the Government Code, other than the limited exception for safety members describe above, Sonoma County likely has no statutory basis for adopting lower benefit formulas—barring changes to existing State law—which hinders its ability to implement a hybrid retirement plan.

### **3.4.3 Cost Impact of Implementing Lower Retirement Formulas**

SCERA's actuary, Segal Consulting, helped estimate the potential cost impact of adopting lower retirement formulas. For General members, the Pension Ad Hoc asked Segal to estimate the cost of adopting a lower retirement formula available to employers under the County Employees Retirement Law ("CERL"), prior to implementation of PEPRA in 2013. For Safety members, Segal analyzed the cost impact of implementing either the "Basic Safety Plan" or "Safety Option Plan One" formulas in PEPRA. Furthermore, the Pension Ad Hoc asked Segal to provide cost scenarios for the proposed lower General and Safety tiers both with and without an automatic 2.0% annual cost of living adjustment ("COLA") for retirees. **Table 8** summarizes the current retirement formulas for General and Safety members in the SCERA's legacy and PEPRA plans, compared to the proposed lower benefit formulas analyzed by Segal on behalf of the Pension Ad Hoc:

**Table 8: County Retirement Plan Formulas**

Retirement Tier	General	Safety	Retiree COLA
Plan A – Legacy	3.0% @ age 60	3.0% @ age 50	Ad Hoc
Plan B – PEPPRA	2.5% @ age 67	2.7% @ age 57 (Option Two)	Ad Hoc
Proposed Hybrid Plan Formulas	1.62% @ 65 (CERL)	2.5% @ age 57 (Option One) or 2.0% @ age 57 (Basic)	None or 2% annually

As directed by the Pension Ad Hoc, Segal assumed the following in its cost projection modelling:

- SCERA’s 2016 Actuarial Valuation contains the status quo baseline economic and non-economic assumptions, such as 7.25% discount rate and membership demographics.
- Hybrid plan benefit formulas would only apply to new employees.
- Assume employees’ supplemental contributions towards unfunded liability (as covered in Section 3.3 of this report) will expire 6/30/2023 for General members and 6/30/2024 for Safety members, in order to isolate the cost impacts of the two reform strategies being researched by the Pension Ad Hoc.
- Exclude Superior Court and Valley of the Moon members from the analysis to only factor impacts to the County of Sonoma.
- Analyze the cost impact over a 20-year period.

The results of Segal’s cost projections, which are included as **Appendices K, L, and M** to this report, are summarized in the following **Table 9**, which presents the annual impact for each hypothetical benefit formula scenario, as well as the total cumulative cost impact over a 20-year period, through 2037.

**Table 9: Estimated Cost Reduction of Lower Benefit Tiers (\$ in millions)**

Scenario	Assumptions	20-Year Cumulative Cost Reduction	Avg. Annual Employer Cost Reduction	Avg. Annual Reduction as % of Total Employer Contribution
Lower General Tier with 0% COLA - New Employees Only ( <b>Appendix K</b> )	Implement Lower General Plan Retirement Formula for New Employees 1.62% @ 65 years (GC §31676.01 CERL) with 0% annual retiree Cost of Living Adjustments.	\$123.7	\$5.9	7.9%
Lower General Tier with 2% COLA - New Employees Only ( <b>Appendix K</b> )	Implement Lower General Plan Retirement Formula for New Employees 1.62% @ 65 years (GC §31676.01 CERL) with 2% annual retiree Cost of Living Adjustments.	\$40.0	\$1.9	2.5%
Basic Safety Tier with 0% COLA - New Employees Only ( <b>Appendix L</b> )	Implement Lower "Basic Safety" Retirement Formula for New Employees 2.0% @ 57 years (GC §7522.25b PEPPRA) with 0% annual retiree Cost of Living Adjustments.	\$23.0	\$1.1	1.5%

Scenario	Assumptions	20-Year Cumulative Cost Reduction	Avg. Annual Employer Cost Reduction	Avg. Annual Reduction as % of Total Employer Contribution
Basic Safety Tier with 2% COLA - New Employees Only <b>(Appendix L)</b>	Implement Lower "Basic Safety" Retirement Formula for New Employees 2.0% @ 57 years (GC §7522.25b PEPRA) with 2% annual retiree Cost of Living Adjustments.	\$(5.2)	\$(0.2)	-0.3%
"Safety Option One" Tier with 0% COLA - New Employees Only <b>(Appendix M)</b>	Implement Lower "Safety Option One" Retirement Formula for New Employees 2.5% @ 57 years (GC §7522.25c PEPRA) with 0% annual retiree Cost of Living Adjustments.	\$5.6	\$0.3	0.4%
"Safety Option One" Tier with 2% COLA - New Employees Only <b>(Appendix M)</b>	Implement Lower "Safety Option One" Retirement Formula for New Employees 2.5% @ 57 years (GC §7522.25c PEPRA) with 2% annual retiree Cost of Living Adjustments.	\$(28.0)	\$(1.3)	-1.8%

Based upon the results of Segal’s analysis, it would not be possible to implement either the PEPRA Basic or Safety Option One formulas in conjunction with a 2% automatic retiree COLA. Even if Sonoma County could navigate through the legal hurdles discussed in subsection 3.4.2 of this report, and in conjunction with adopting a new COLA benefit structure, these plans would not result in a lower cost or risk than the current PEPRA plan. As a result, they do not meet criteria set forth in Government Code § 7522.02(d) and could not be certified by SCERA’s actuary. Implementing a lower General tier with a 2% retiree COLA would potentially reduce costs by \$1.9 million annually. However, the Pension Ad Hoc cannot endorse this option. As discussed, the implementation of the lower PEPRA safety tiers with a 2% retiree COLA is not feasible; therefore, granting a 2% COLA to General members, but not Safety members, would result in a lack of parity between the two groups.

Implementing either the PEPRA Basic Safety or Safety Option One formula without a retiree COLA would potentially reduce costs by \$5.6 million or \$23.0 million, respectively, over a 20-year period. Likewise, adopting the 1.62% @ age 65 CERL formula for General members would result in projected cost avoidance of \$123.7 million over 20 years. Looking at both General and Safety hybrid plans in aggregate, the combined cost avoidance would average \$6.2 million to \$7.0 million annually, depending on whether the Basic Safety Option or Safety Option One formulas were chosen. Given the desire to create a hybrid plan, the reduced future cost from these lower defined-benefit formulas may provide capacity to finance a baseline contribution or match for employees in a defined-contribution plan. Although the anticipated released funding capacity may be used to contribute to employees’ defined-contribution plans would partially negate the reduced cost benefit to the County in any given year; it

would provide long term relief, because risks associated with investment losses would shift from the employer to individual employees under a defined-contribution arrangement.

#### **3.4.4 Employee Recruitment and Retention**

To evaluate potential impacts on recruitment and retention as a result of implementing pension plans with lower benefit formulas, Sonoma County Human Resources reviewed the experiences at three cities— San Jose, San Diego, and San Juan Capistrano—and at the University of California (UC) where retirement benefits were lowered for new hires. The experiences at all agencies, with the exception of San Juan Capistrano, have included strong labor opposition. Agencies that have adopted defined contribution plans for new employees without offering an option to elect a defined benefit plan have experienced recruitment difficulties and increased turnover.

In all cases except San Juan Capistrano, the changes were opposed by labor unions resulting in lengthy legal challenges in San Jose and San Diego. At the UC, three of the eight unions representing approximately 44,000 of UC's 92,390 non-academic staff remain opposed to the new retirement benefit option and have not reached agreement on new contracts.

The pension changes at San Juan Capistrano and the UC offer a choice for new employees between a defined benefit retirement plan or either a hybrid or a defined contribution plan. Recruitment and turnover information was not available for the UC, however San Juan Capistrano reported no impact on recruitment and turnover as a result of these changes. San Juan Capistrano has had very few new employees elect the lower tier while the UC has seen approximately one-third of new hires elect the lower benefit.

San Jose experienced significant recruitment and turnover challenges with the initial pension reform changes passed by voters in 2012, particularly with police, until an agreement could be reached with labor and a revised ballot measure was passed in 2016. Refer to **Appendix N** for additional information about the experiences of each of these employers.

### **3.4.5 Policy Recommendation**

Back in 2011, the Pension Ad Hoc recommended pursuing a lower defined-benefit hybrid plan as a key cost containment strategy. Subsequently, the Independent Citizen’s Advisory Committee on Pension Matters also endorsed this recommendation to implement a hybrid plan in its July 2016 report, positing that it would be the most effective option for the County to contain its long-term pension costs. The Pension Ad Hoc has now explored this option in greater depth, and believes it would create both opportunities and challenges. The projections developed by Segal Consulting show that implementing lower defined-benefit formulas for new employees would avoid pension costs long term, with the downside being it would take several years, even decades, to realize any substantial cost reductions.

The County’s current Legislative Platform supports sponsoring legislation to further clarify PEPRA and allow all employers to implement defined-benefit plans with lower benefit formulas than PEPRA for active and new employees. Given the current legal uncertainty faced by the County with regard to its ability to adopt lower defined-benefit formulas under PEPRA, this language should remain in the Legislative Platform for the foreseeable future. Looking beyond the cost avoidance options and legal obstacles, the potential adverse impact on employee recruitment and retention cannot be ignored. Adopting a new hybrid plan would create another new retirement tier, in addition to the two existing tiers, causing further stratification of benefits amongst County employees. In the wake of their respective pension reform efforts, the recent experiences of other government employers highlights some of the challenges Sonoma County may face with respect to labor opposition and employee recruitment and retention. All jurisdictions are different and there is no guarantee that Sonoma County would face similar challenges, but any major reduction to pension benefits could result in unintended consequences

Sonoma County’s pension reform goals call for both containing costs and maintaining workforce competitiveness and stability. If the County were to successfully navigate legal obstacles and implement a hybrid plan before its peers, it runs a risk of hindering one pension reform goal in pursuit of another. The Pension Ad Hoc recommends holding off on actively pursuing the lower defined-benefit hybrid plan at this juncture, yet keeping it as a long term pension reform goal. The County should revisit this strategy in the future if legislative or legal developments galvanize pension reform efforts at the statewide level, and enable more counties and cities to adopt lower retirement benefit formulas.



## 4 Conclusion

The Pension Ad Hoc's policy recommendations found in this report are presented to the full Board of Supervisors for their review and consideration. This report explores many different options for reducing the County's unfunded pension liabilities, and it is intended to both inform and guide the next phase of local pension reform efforts. All of the options and approaches researched in this report have unique pros and cons, and there is no easy fix nor panacea that will solve the challenges faced by our County with respect to reducing current and future pension-related costs. As noted throughout this report, the County must bargain with employee labor representatives in order to implement many of the potential approaches for reducing the County's pension costs over the long-term, such as UAAL cost sharing or implementing different retirement tiers for new employees. This fact cannot be ignored, and it will have a very real impact on the County's ability to successfully navigate through the challenges ahead and effectively implement the needed pension reform measures. Ultimately, the County as employer shares a common goal with its employees to ensure a sustainable pension system well into the future, and it must continue to actively work towards this goal.

**Appendix A**

**Pension Ad Hoc's Response to 2016 Citizen's Committee Report Recommendations**

**GOAL 1 - Contain Costs:** *Reduce the County's pension costs down to 10% of Total Compensation in 10 years.*

<b>Nov 2011 Pension Ad Hoc Strategies</b>	<b>July 2016 Citizen Committee Recommendations</b>	<b>Pension Ad Hoc Response/Staff Assessment</b>
A. Establish a new retirement formula ( ) (Tier ) for new employee .	<p>R1 - Extend existing employee 3.00%/3.03% supplemental payment toward UAAL.</p> <p>R2 - Enroll new Plan A reciprocal safety employee with Plan B benefit formula .</p>	<p>Addressed in Section 3.3 of the Pension Ad Hoc' September 2018 Report.</p> <p>Per Liebert Cassidy Whitmore' May 19, 2016 Opinion Letter prepared for the Citizen' Committee, it is uncertain whether this could be implemented: "The CERL give county the ability to terminate optional benefit and return to the default benefit...PEPRA create a conflict because it provide that later hired legacy member must receive the same "retirement plan" that was in place on December 31, 2012. It is unclear if this supercede the County's ability to eliminate the optional benefit for legacy member who lateral to the County."</p>
	<p>R3 - Establish a Tier hybrid plan for new employee .</p>	<p>Addressed as a policy recommendation in Section 3.4 of the Pension Ad Hoc' Report.</p>
B. Eliminate compensation practice which can lead to picking for all employee including establishing maximum pension cap, and later target retirement age.	<p>R1 - Adopt a policy that preclude compensation that have a primary purpose to enhance pension benefit .</p> <p>R2 - The County should track and monitor labor agreement to ensure that new compensation does not adversely impact cost containment goal .</p>	<p>The 2011 Pension Ad Hoc Report included the goal of reducing allowed pensionable income. SCERA determine which element of compensation are allowable based on their interpretation of state law. The County must consider many variable , factor , and competing need during labor negotiation and is required by law to negotiate in good faith. Instead of adopting a formal policy, the Pension Ad Hoc recommend incorporating this prohibition into the County's over-arching labor negotiation strategy. This would entail staff obtaining Board of Supervisor ' approval to designate the prohibition of pension compensation enhancement action as a top priority item prior to commencing each future round of labor negotiation .</p> <p>Various provision of the California Government Code require certain disclosure before the Board can adopt change in salary or benefit , with additional disclosure required for change in pension and other post-employment benefit . Any change in salary and benefit must be adopted at a public meeting of the Board (Cal Gov't</p>

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Code §23026). Notice of the consideration of such increase must be provided prior to the meeting and shall include "an explanation of the financial impact that the proposed benefit change or salary increase will have on the funding status of the county employee's retirement system." (Cal Gov't Code §31515.5). In addition, when considering change in retirement benefit or other post-employment benefit, the Board shall secure the service of an actuary to provide a statement of the actuarial impact upon future annual cost, including normal cost and any additional accrued liability, before authorizing change in public retirement plan benefit or other post-employment benefit." (Cal Gov't Code §7507).

When there are change in retirement benefit or other post-employment benefit, the statement of actuarial Revision No. 20151201-1 impact shall be provided by an enrolled actuary and shall be made public at a meeting at least two weeks before the adoption of the increase in benefit. (Cal Gov't Code §31516). The "7507" reports are made available to the public as part of the agenda item material presented to the Board when they consider approving success or labor agreement. Updating the pension cost containment target projection will be done on a recurring annual basis during June budget hearing, based on the latest actuarial valuation of the retirement system.

R3 - Pursue a cap on pensionable compensation that is the lower of base salary or the Social Security cap.

This recommendation is consistent with the 2011 Pension Ad Hoc report, which called for establishing a pension cap equal to 100% of base salary (Page 19). Under PEPRA, SCERA Plan B members' pensionable compensation used to calculate retirement benefits is already limited to the lower of 100% of their pensionable compensation or the Social Security earning cap (\$128,400 in 2018); therefore, no further action is required for this group. For Plan A members, CERL limits maximum retirement benefits to 100% of final average compensation. The Social Security earning cap does not apply to this group. There is currently no mechanism to reduce the

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	<p>R4 - If a defined contribution plan for higher-salaried Plan B employee affected by the Social Security cap does not exist, consider a program outside the defined benefit plan to support recruitment and retention effort .</p>	<p>cap for Plan A member , and it cannot be done through bargaining a that would be an impairment of vested right .</p> <p>All active employee (excluding extra-help) eligible under Federal law are able to participate in the County' voluntary 457 Deferred Compensation defined contribution plan administered by Nationwide. Employer-paid contribution into employee ' Deferred Compensation plan is currently limited to elect bargaining unit per their respective executed labor agreement .</p>
<p>C. Share equal risk between the County and with all employee for market investment loss and increased cost due to change in actuarial assumption on the retirement system.</p>	<p>R1 - The County should adopt a policy against paying for any portion of pension cost that represent the employee's share.</p>	<p>The County must consider many factors and competing needs during labor negotiation and bargain in good faith. In lieu of adopting a policy, staff should obtain Board of Supervisor ' approval to designate the prohibition of paying any share of employee ' normal cost as a top priority item prior to commencing each future round of labor negotiation .</p>
	<p>R2 - Achieve 50/50 normal cost sharing with Plan A employee as permitted by PEPRA through negotiation with employee without delay.</p>	<p>During the 2016 round of bargaining, the County reached agreement with labor group on normal cost sharing arrangement for Tier 1/Plan A employee with all bargaining unit . In an effort to achieve 50/50 sharing of normal cost by 2018, the cost sharing arrangement called for incrementally increasing employee ' contribution toward normal cost at the start of each fiscal year. The incremental increase brought the cost sharing to 2/3 of the way to the full 50/50 sharing goal by 7/1/2017. Achieving the remaining 1/3 (full 50/50 sharing) would be contingent on future round of labor negotiation .</p>
	<p>R3 - Within the next year, estimate employee contribution and other offset and compare them to the estimated additional \$200 million of UAAL created in the early 2000 . If they conclude that employee contribution will not meet the</p>	<p>In conjunction with its policy recommendation to pursue long-term UAAL cost sharing with employee (Addressed in Section 3.3 of the report), the Pension Ad Hoc recommends County staff complete this analysis in the next few years to inform future labor negotiation . The County will require professional actuarial support to accomplish this task due to the level of complexity and modeling involved.</p>

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expected cost for the retroactive benefit, the County should negotiate an extension and/or increase to the employee 3% supplemental payment.

R4 - Within the next year, formulate a methodology to share actuarial gain and loss. Take the necessary action to implement UAAL cost sharing.

Addressed in Section 3.3 of the Pension Ad Hoc' Report.

R5 - For new employee, we recommend the County pursue a Tier 3 hybrid plan, and in the interim, pursue ever higher employee contribution as possibly the only reform tool available, absent enabling legislation at the state level.

Addressed in Section 3.4 of the Pension Ad Hoc' Report.

D. Strengthen financial management action including establishment and adherence to a County Debt Policy and supporting a lower Debt Service Rate.

R1 - The total pension-related debt and the cost burden associated with repaying that debt should be fully and clearly reported. Wherever reporting of pension-related debt occurs, it should include both POBs and UAAL. The primary cost containment metric will include normal cost, UAAL amortization, and POB debt service.

This recommendation has already been addressed starting with CAO Staff' June 2016 pension update report to the Board of Supervisors. Staff should continue to refine and improve the content of the pension update report to ensure the information is understandable by members of the public. The primary cost containment metric used in the past, pension cost as a % of total payroll, already includes normal cost, UAAL amortization, and POB debt service.

R2 - Refine the Debt Management Policy and relate to POBs to set a maximum amount of POBs as a percentage of overall pension-related liability (POBs + UAAL) that would not exceed some level.

The County's established Debt Management Policy states that debt service for POBs should not exceed 5% - 7% of total County expenditure, without consideration of UAAL. Using the metric proposed by the Committee to set a limit based on the % of POB / (POB + UAAL) would not offer tangible benefit. The UAAL component is volatile and subject to large annual fluctuation. If the County's UAAL were reduced, which is a positive scenario, it would actually increase the likelihood of exceeding a % limit using the Committee's proposed ratio, because it would shrink the denominator. On the other hand, increasing UAAL--which is not a

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R3 - Whenever there is a proposal to pay down the UAAL with County supplemental payment, the alternative use of funds should be considered. The alternative should be highlighted and separately discussed during the annual budgeting process.

R4 - It is essential to understand the funding status to include the impact of the POB debt in any calculation of the funded ratio. Both the County and SCERA should find a way to be consistent in reporting this metric, which meets the criteria of accuracy, clarity, and consistency.

R5 - The County should adopt a policy regarding the granting of pension COLAs that prohibits any pension COLAs when any UAAL or POBs are outstanding.

desirable scenario--would actually increase the likelihood of the County falling below the target, because of a growing denominator. Addressed in Section 3.1 of the Pension Ad Hoc' Report.

The County of Sonoma Auditor-Controller-Treasurer-Tax Collector's office publishes an annual Citizen's Report summarizing the financial information for the public. In the published FY 2016-17 Citizen's Report ([http://www. sonoma-county.org/auditor/citizen .htm](http://www.sonoma-county.org/auditor/citizen.htm)), ACTTC presented the pension system's funding ratio both with and without factoring in Pension Obligation Bond. It should be noted that Pension Obligation Bonds are a County liability, not a SCERA liability; therefore, SCERA and its actuary should continue to report the retirement plan's funded ratio using their existing methodology. SCERA has an existing policy in place that allows its Board to approve Ad-Hoc COLAs for certain retirees if the plan's reserve target is achieved. Ad-Hoc COLAs approved by the SCERA Board must in turn be adopted by the County's Board of Supervisors. Prohibiting retiree COLAs until all outstanding POBs and UAAL liabilities are extinguished may be too draconian. In practice, the Citizen Committee's recommendation would eliminate any possibility of retirees receiving a COLA until the final POB payment in 2030 at the earliest. Even after POBs are paid off, it is reasonable to assume the SCERA plan will retain some amount of UAAL year-over-year due to plan experience change and investment volatility. Any retiree COLA policy presented to the Board for consideration needs to propose reasonable criteria and limitations to be fair to retirees, while also positioning the County to achieve its pension cost containment goal.

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**GOAL 2 - Maintain Market Competitiveness and Workforce Stability:** *Attract and retain the highest quality employees.*

**Nov 2011 Pension Ad Hoc Strategies**

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A. Benchmark the County's total salary and benefit package to 95% of average of comparable market or better.

R1 - Obtain and use compensation data about private sector job, whenever those jobs are not unique to government. Consider including compensation information from comparable state and federal job.

County HR has established a regular process for benchmarking the County's compensation package against comparable local government entities. Comparable agencies are surveyed at the outset of each recurring labor negotiation cycle. Human Resources should explore the feasibility of expanding the next benchmarking survey of total compensation to also include State and Federal employers in the region. AB 646 requires comparison with public sector agencies for the purpose of fact finding, therefore, the use of private sector data is not recommended.

R2 - Recognize the real objective of attracting and retaining qualified employees and not be distracted by the compensation benchmark.

The Pension Ad Hoc agrees with this overall sentiment, but recognizes the need to continue the practice of benchmarking compensation.

R3 - Place more emphasis on vacancy rate and attrition, to attract labor market competitiveness.

The County's Human Resources staff should continue to analyze workforce recruitment, vacancy, and attrition data to attract the County's overall labor market competitiveness.

B. Provide guidance to employees that encourage retirement planning and embrace three elements: County Pension, Social Security and individual saving.

R1 - The County should not pursue the creation of supplemental retirement income program for employees vested in the current pension plan.

The Citizen Committee's recommendation is inconsistent with prior action taken by the County. In July 2014, the County established its Incentive Retirement Savings Plan (ISRP) for employees covered by the salary reduction. Under the plan, the County contributes a flat amount and a match into participating employees' deferred compensation accounts. Staff recommend keeping the ISRP in place, as it affords maximum flexibility for employees. This option is valuable for employees who might benefit from accumulating assets in a defined contribution account to meet their retirement goal. Also, the County's ability to compensate employees via contributions to their deferred compensation plans remains one of the few options available that provide value to employees, without increasing the County's future pension or Other Post Employment Benefit (OPEB) liabilities.

**Appendix A**

**Pension Ad Hoc’s Response to 2016 Citizen’s Committee Report Recommendations**

**GOAL 2 - Maintain Market Competitiveness and Workforce Stability:** *Attract and retain the highest quality employees.*

<b>Nov 2011 Pension Ad Hoc Strategies</b>	<b>July 2016 Citizen Committee Recommendations</b>	<b>Pension Ad Hoc Response/Staff Assessment</b>
	<p>R2 - As part of employee retirement educational program , County need to communicate that employee are responsible for their own retirement and not the County.</p>	<p>This recommendation is consistent with the 2011 Pension Ad Hoc report, and also a primary reason why the County implanted its Incentive Retirement Savings Plan for employees . Addressing this recommendation does not require any new action by the County, other than continuing to convey this message as a part of future employee retirement education effort .</p>
	<p>R3 - Adopt the guideline for pension plus Social Security benefit of 75% to 85% of final income for full-career employees . Use this guideline in labor negotiation and retirement planning communication with employees .</p>	<p>This is a complicated issue and difficult to enforce. Depending on age, year of service, and retirement plan type/tier, some employees will receive retirement benefit (pension plus Social Security) above the 75% - 85% target, while others will receive less . If the County were to adopt this as a guideline or policy, and found that the majority of full-time career employees were on target to receive retirement income above the 75% - 85% threshold, it could not unilaterally reduce their vested accrued benefit or change their retirement formula without higher level State legislative intervention. Individual employees will also receive differing Social Security benefits depending on their own unique circumstances .</p>
<p>C. Establish a compensation philosophy that supports the County’s Strategic Goal and Objective on workforce development.</p>	<p>R1 - Establish a clear and concise compensation philosophy statement, such as “Establish the level of compensation that is adequate to attract and retain qualified employees .”</p>	<p>The County’s existing Compensation Philosophy includes guiding principles to facilitate decision-making and create a framework for consistency across the organization. The Compensation Philosophy is based on many factors including the County’s Strategic Plan objectives and values . The philosophy is reviewed with the Board prior to the start of each labor negotiation cycle for any recommended change to address recruitment and retention challenges , based on the pattern of recruitment and retention data, to ensure the County maintains market competitiveness . County staff believe the Compensation Philosophy document is adequate for its intended purpose, but will revisit the document to consider recommending adding an over-arching compensation philosophy statement in the beginning "Overview" section of the document.</p>



**Appendix A**

**Pension Ad Hoc's Response to 2016 Citizen's Committee Report Recommendations**

**GOAL 2 - Maintain Market Competitiveness and Workforce Stability:** *Attract and retain the highest quality employees.*

**Nov 2011 Pension Ad Hoc Strategies**

**July 2016 Citizen Committee Recommendations**

**Pension Ad Hoc Response/Staff Assessment**

R2 - Collect data on the number of applications received for open job vacancies and measure employee turnover rate, to determine if the County is experiencing successful recruitment effort and maintaining a low turnover rate for exiting employees.

Prior to the last round of bargaining, HR produced a Recruitment and Turnover Report which included data on separation and hiring. HR should continue to conduct a review of recruitment and retention data in conjunction with future labor strategy development.

R3 - Conduct exit interviews to provide more insight on the factors contributing to turnover including compensation level of competitive employer. This effort should be centralized in the HR department to ensure independent and objective response.

Exit interviews are conducted in the department. HR will provide best practice guidelines for the department to use for exit interviews to better standardize this process. Centralizing exit interviews in Human Resources is not feasible with current workload and level of resources.

**Appendix A**

**Pension Ad Hoc's Response to 2016 Citizen's Committee Report Recommendations**

**GOAL 3 - Improve Accountability and Transparency:** *Increased public engagement, undersanding and participation in decision-making process with policy makers.*

**Nov 2011 Pension Ad Hoc Strategies**

A. Seek legislative change to give the Board of Supervisor authority to add four (4) new public member to the Sonoma County Employee Retirement Association Board who would not be former, current, or contract County employee .

**July 2016 Citizen Committee Recommendations**

R1 - Place low priority on increasing the size of the SCERA Board, because it appears to offer only small gain in improving pension system transparency and public accountability.

R2 - An annual State of the Retirement System report should be prepared by County staff with the participation of public representative, preferably member of a continuing independent citizen advisory committee. The report should summarize the status and progress of reform initiative and offer new findings and recommendations to achieve additional pension reform action. The annual report should also be submitted to and reviewed by a citizen advisory committee on pension before submission to the Board of Supervisor .

**Pension Ad Hoc Response/Staff Assessment**

The County' prior 2016-17 Legislative Platform supported adding 4 new BOS appointee to the SCERA Board; however, this language has been removed in the County's current FY 2017-18 Legislative Platform. Additionally, changing the composition of the Retirement Board may need to be sent to the electorate in Sonoma County for ratification, if a bill were to be successfully run through the state legislature, per State Constitution Article XVI, Sec. 17, paragraph (f).

As noted in Section 2.1 of the Pension Ad Hoc's report, the County Administrator's Office and SCERA are jointly working on a comprehensive report on pension to be presented to the Board of Supervisor in December 2018, and annually thereafter.

## Appendix A

### Pension Ad Hoc's Response to 2016 Citizen's Committee Report Recommendations

**GOAL 3 - Improve Accountability and Transparency:** *Increased public engagement, undersanding and participation in decision-making process with policy makers.*

#### Nov 2011 Pension Ad Hoc Strategies

B. Explore establishment of an Independent Citizen Committee to monitor, guide and drive ongoing reform effort.

#### July 2016 Citizen Committee Recommendations

R1 - Establish an ongoing citizen advisory committee to provide transparency and accountability; duties would include:

- a. Provide independent advice to the BOS on pension and financial matters pertaining to employee pension and retirement obligations.
- b. Review SCERA's annual report and attending SCERA meetings.
- c. Monitor and evaluate pension costs.
- d. Review and comment on County preparation and communication of the annual report, before it is completed and presented to the BOS.

The advisory committee should have the following structure:

- a. Substantial continuity in the membership of the committee, to be able to achieve effectiveness and efficiency.
- b. Five to seven members who have an aptitude for dealing with complex financial information.
- c. Members should not be affiliated with the SCERA pension system.
- d. Members should be able to meet monthly and as needed.
- e. Budget and pension subject experts from CAO, HR, and ACTTC staff should be available for meeting and administrative and analytical support. Staff would not direct the committee's work.

#### Pension Ad Hoc Response/Staff Assessment

As noted in Section 2.1 of the Pension Ad Hoc's September 2018 report, the new, ongoing Independent Citizen's Pension Committee charter was approved by the Board of Supervisors back in April 2017. The new Independent Citizen's Pension Committee is charged with analyzing County and Sonoma County Employees' Retirement Association ("SCERA") publications to identify key trends and issues, and with researching innovative pension reform strategies to contain costs being pursued in other local or state jurisdictions that could be pursued by the County. The seven committee members were formally appointed on September 12, 2017, and they convened their first recurring monthly meeting in January 2018.

**Appendix A**

**Pension Ad Hoc’s Response to 2016 Citizen’s Committee Report Recommendations**

**GOAL 3 - Improve Accountability and Transparency:** *Increased public engagement, understanding and participation in decision-making process with policy makers.*

**Nov 2011 Pension Ad Hoc Strategies**

**July 2016 Citizen Committee Recommendations**

**Pension Ad Hoc Response/Staff Assessment**

C. Improve Public Reporting

R1 - Produce an annual pension review report in an easy-to-understand format that is accessible to the public; including:  
 a. Total annual pension cost as a percent of pensionable payroll.  
 b. Total excess pension cost above a defined sustainable level.  
 c. The funded ratio of the plan.

As noted in Section 2.1 of the Pension Ad Hoc’s September 2018 report, the County Administrator’s Office and SCERA are jointly working on a comprehensive report on pension to be presented to the Board of Supervisor in December 2018, and annually thereafter.

R2 - The County and SCERA should coordinate their key measure of cost and clearly document any difference.

Staff agree with this recommendation. The biggest challenge to overcome are: 1) reconciling the different fiscal year cycle; 2) SCERA’s use of estimated pensionable payroll versus actual payroll in actuarial valuation; 3) recognizing that SCERA does not report on POBs, and 4) ensuring that important metrics are reported by SCERA at the employer level (i.e., County, Court, and Valley of the Moon) to ensure easy reconciliation with County-specific reporting.

R3 - Data used to prepare County report should be clearly supported, traceable to source document, and reported consistently from year to year. Projection of future year cost, liabilities, and funded ratio need to be based on sound assumption, clearly explained, adequately documented, and prepared consistently with SCERA’s projection. Projection should include sensitivity analysis to illustrate variation in outcome.

Staff concur with this recommendation and will improve effort to properly document data in future report.

R4 - Report should be posted on the Citizen Advisory Committee web site, as a section in the County’s Comprehensive

Plan and future report will be posted on the County’s new pension reform web site: <http://onomacounty.ca.gov/CAO/Pension-Reform/>

**Appendix A**

**Pension Ad Hoc's Response to 2016 Citizen's Committee Report Recommendations**

**GOAL 3 - Improve Accountability and Transparency:** *Increased public engagement, understanding and participation in decision-making process with policy makers.*

**Nov 2011 Pension Ad Hoc Strategies**

**July 2016 Citizen Committee Recommendations**

**Pension Ad Hoc Response/Staff Assessment**

Annual Financial Report (CAFR) and/or a part of the existing County of Sonoma Citizen Report.

R5 - This process should be a central and consolidated responsibility within the County.

The annual pension report development will be led by CAO staff, with support from ACTTC, SCERA, and Human Resources.

**Appendix B  
County of Sonoma  
2016-17 Pension Reform Ad Hoc Committee  
Charter/Scope of Work**

**I. Background**

The Board of Supervisors (“Board”) formed the original Pension Ad Hoc Committee (“Ad Hoc”) in February 2011. Supervisors David Rabbitt and Shirli Zan served as Co-Chairs. The 2011 Pension Ad Hoc analyzed the County’s pension issues and developed a comprehensive report to articulate the County’s pension reform goals. The report highlighted several policy goals and strategies to reduce Sonoma County’s pension costs and ensure a fair, equitable, and sustainable pension system. The Board received its report in November 2011 and adopted the goals and strategies therein, including: cost containment; maintaining market competitiveness and workforce stability; and improving accountability and transparency. County staff subsequently worked on implementing the strategies, and the Board received a progress report on January 27, 2015 of significant accomplishments achieved. The Board created the Independent Citizens’ Advisory Committee on Pension Matters to review progress to date, help develop materials to more easily explain the pension system and process to the general public, and offer any additional recommendations for further pension reform efforts. On July 12, 2016, the Board received the committee’s report, and staff began formulating a plan for the next phase of pension reform. On November 15, 2016, the Board created a new Pension Ad Hoc Committee to guide the County’s strategy for implementing the next phase of reforms.

**II. Committee Duration**

The Pension Ad Hoc Committee will be convened for a limited term through December 31, 2017, unless extended by the Board of Supervisors.

**III. Committee Members**

On November 15, 2016, the Board Chair appointed two co-chairs to lead the committee: David Rabbitt, Second District Supervisor, and Shirli Zan, Third District Supervisor.

**IV. County Department, Other Agency, and Consulting Resources**

The following County staff will support the work of the Pension Ad Hoc Committee:

- Sheryl Bratton, County Administrator;
- Christina Rivera, Assistant County Administrator;
- Rebecca Wachsborg, Deputy County Administrator; and
- Nikolas Klein, Administrative Analyst.

Assigned subject matter support may also be provided by staff from Human Resources, Auditor-Controller-Treasurer-Tax Collector, County Counsel, and the Sonoma County Employees’ Retirement Association. Possible support from outside consultants or contractors (i.e., analytical, actuarial, or legal services) may also be utilized.

**Appendix B**  
**County of Sonoma**  
**2016-17 Pension Reform Ad Hoc Committee**  
**Charter/Scope of Work**

**V. Scope of Effort and Deliverables**

The Pension Ad Hoc Committee will guide the next phase of the County's pension reform efforts by accomplishing the following objectives, which will be addressed in a final report to the full Board of Supervisors with a target completion date of December 2017:

- 1) Pension Reform Work Plan: Create a new work plan for implementing the Board's current high priority pension reform goals and addressing the recommendations of the original Citizen's Committee. The work plan should identify: future action steps, staff resources required, contract resources required, desired outcomes, deliverables, limitations and constraints, and target completion dates.

**Deliverable:** Recommended Work Plan incorporated into the Committee's final report and approved by the full Board of Supervisors.

**Target Completion Date:** December 2017

- a. Recommend new approaches for paying unfunded liability costs and improving equity: Recommend approaches for reducing the County's Unfunded Actuarial Accrued Liability (UAAL) associated with pension costs, i.e., advanced payments towards UAAL and/or sharing the UAAL pension cost burden between employer and employees. Proposed employee cost sharing arrangements should also take into consideration existing in-quitly caused by different retirement tiers and the retirement system's current cost of living adjustments (COLA) policy.

**Deliverable:** Recommendations will be incorporated into the final report.

- b. "Hybrid" Plan Feasibility Analysis: In addition to other cost containment efforts, the Pension Ad Hoc Committee's November 2011 report and the Citizen Committee's July 2016 report both recommended the County pursue a new retirement benefit built upon a hybrid model, which would combine defined benefit and defined contribution plans. The Pension Ad Hoc will work with staff to assess the feasibility of, and possible approaches for, creating a hybrid retirement plan model with or without enabling legislation.

**Deliverable:** The Pension Ad Hoc's final report will include a feasibility analysis for implementing a hybrid plan, and a recommended strategy for the County to pursue.

- c. Develop a Communications Program for Pension Information: Develop a new communications program to help achieve the goal of improving accountability and transparency. The communications program would include three main components:
  - i. An informational handout to communicate pertinent information about Sonoma County's pension system to be updated annually thereafter by County staff. The handout would use facts and figures to address common misconceptions regarding the pension system, how it works, and its impact. The document should explain concepts clearly and be easily understood by members of the public.

**Target Completion:** May 2017.

- ii. Improve upon past staff pension reports by developing a comprehensive annual "State of the Retirement System" report that is informative, understandable,

**Appendix B**  
**County of Sonoma**  
**2016-17 Pension Reform Ad Hoc Committee**  
**Charter/Scope of Work**

consist nt, and acc ssibl to m mb rs of th public. This report is anticipat d to b a joint ffort with th Sonoma County Employ s' R tirem nt Association.

**Target Completion:** S pt mb r 2017.

- iii. R comm nd d updat s to th County w bsit to communicat p rtin nt information and data relat d to p nsions. Th cont nt would b g ar d towards m mb rs of th g n ral public.

**Target Completion:** D c mb r 2017 as part of th P nsion Ad Hoc's r port.

- d. Monitor L gal D v lopm nts: Monitor and provid r comm ndations on l gal d v lopm nts that impact local p nsion syst ms. Work may ntail r vi wing th status and outcom s of applicabl stat or f d ral court cas s that may provid opportuniti s for furth r p nsion reform.

**Deliverable:** R comm ndations and/or analysis of l gal d v lopm nts will b incorporat d into th Committ 's final report.

- 2) Establish a N w Ind p nd nt Citiz n's P nsion Committ : D v lop a r comm nd d scop and chart r for a n w citiz n's committ . Th chart r should address th scop of work, m mb rship param t rs, t rms, and staff support. Id ntify and nominat appoint s to th committ .

**Deliverable 1:** Ind p nd nt Citiz n's P nsion Committ stablish d and chart r approv d by th full Board of Sup rvisors.

**Target Completion Date:** April 25, 2017

**Deliverable 2:** Board approval of Committ appoint s.

**Target Completion Date:** Jun /July 2017

- 3) Cost Containm nt Targ t: Th 2011 P nsion Ad Hoc's r port stablish d a cost containm nt goal of reducing th County's annual p nsion costs to 10% of total comp nsation within 10 y ars. Giv n actual xp ri nc ov r th past few y ars, and r comm ndations by th Citiz n's Committ to reconsid r us of this targ t ratio, th P nsion Ad Hoc will revisit th valu and us of this cost containm nt goal. Th P nsion Ad Hoc will d v lop a recomm ndation to ith r reaffirm th original 10% in 10 y ars targ t or add n w cost containm nt m asures.

**Deliverable:** Th r comm ndation will b includ d in th P nsion Ad Hoc report.

**Target Completion Date:** D c mb r 2017

**VI. Stakeholders**

- Board of Sup rvisors
- All County citiz ns
- County employ s, employ groups, and retire s participating in th p nsion syst m
- Sonoma County Employ s' R tir m nt Association
- Ind p nd nt Citiz n's P nsion Committ



**Appendix C**  
**Independent Citizen’s Pension Committee Charter**

**I. Background**

In November 2011, the Sonoma County Board of Supervisors (“Board”) approved several policy goals and strategies to reduce Sonoma County’s pension system costs and ensure a fair, equitable, and sustainable local pension system. The Board approved three over-arching goals for pension reform: contain costs; maintain market competitiveness and workforce stability; and improve accountability and transparency. Under the goal of improving transparency, one of the strategies called for establishing an Independent Citizen’s Committee to review and propose policy changes to control pension costs. To that end, in September 2015, the Board established the former Independent Citizen’s Advisory Committee on Pension Matters, and appointed seven members.

The Board established the original committee for a limited duration of nine months and charged it with producing a written report to address three specific areas: (1) evaluating the County’s progress towards achieving its stated pension reform goals; (2) developing a brief summary of the County’s pension system and the roles and responsibilities of governing bodies; and (3) proposing new pension reform recommendations for the Board’s consideration. The committee’s final report communicated its members’ findings and recommendations culminating from their effort to study, analyze, and evaluate the County’s pension reform efforts since 2012. The original committee’s work concluded on July 12, 2016 with submission of its final report. This charter outlines the scope and requirements for a new citizen’s committee, hereafter referred to as the Independent Citizen’s Pension Committee (“Committee”).

**II. Mission Statement**

The mission of the Independent Citizen’s Pension Committee is to represent the best interests of the entire community in a non-partisan manner, while acting as a bridge for communication between the County and local residents on matters pertaining to the County’s pension costs and reform efforts.

**III. Membership**

- a. Appointments: The Committee shall consist of seven members appointed by majority vote of the Board of Supervisors, and nominated as follows:
  - i. The initial seven appointees shall be nominated by the co-chairs of the 2016-17 Pension Ad Hoc after conducting an open application process in compliance with the Maddy Act.
  - ii. Future Committee vacancies will be posted on the County’s Boards, Commissions, Committees & Task Forces list to comply with the Maddy Act, and interested individuals may submit an application for consideration. Applications will initially be reviewed by County Administrator staff for completeness and verification of the applicant’s eligibility. Applications will be forwarded to the presiding Chair and Vice Chair of the Board of Supervisors for review and possible interviews. Upon conclusion of the application process, member nominations will be presented to the full Board of Supervisors for approval.

**Appendix C**  
**Independent Citizen’s Pension Committee Charter**

b. Membership Requirements

Members shall meet the following criteria:

- Resident of Sonoma County;
- Possess an aptitude for dealing with complex financial information; and
- Not affiliated with, participating in, nor a beneficiary of, the Sonoma County Employees’ Retirement Association (“SCERA”) pension system.

c. Member Terms

The seven members appointed to the Committee will initially serve staggered terms of either two or three years. As the terms of the initial members expire, all new members will be appointed (or incumbents re-appointed) to a standard two-year term. All members shall serve at the pleasure of the Board of Supervisors and may be removed from office at any time by the Board.

- **Staggered Terms for Initial Members:** Three of the seven initial appointees, chosen at random, will serve an extended three-year term; the remaining four initial appointees will serve a standard two-year term.
- **Standard Terms:** All members will hold office for a term of two-years, or until their successor is appointed. Individual members will not be subject to term limits; however, they must be reappointed by the Board upon expiration of their current term in order to continue serving on the committee.

d. Replacements: In event of the death, resignation, or inability of any member of the Committee to serve, such condition shall be brought to the attention of the Board of Supervisors for appointment of a replacement. “Inability to serve” shall be determined by a majority vote of the Committee. If any member misses two consecutive regular meetings without a valid reason, the Board of Supervisors, through the County Administrator’s Office, shall be notified and requested to appoint a replacement. The replacement would finish the remaining term of the individual removed from the committee, and would not serve a full two-year term.

e. Compensation: Members of the Committee shall serve without compensation.

**IV. Committee Duration**

The Independent Citizen’s Pension Committee will be convened as an ongoing committee without a specified end date, unless terminated by majority vote of the Board of Supervisors.

**Appendix C**  
**Independent Citizen’s Pension Committee Charter**

**V. Scope of Effort and Deliverables**

The following scope for the Independent Citizen’s Pension Committee is intended to improve accountability and transparency of the County’s pension reporting, and provide a way for the County to engage citizens in the process of developing and refining its pension reform strategies:

- 1) Review and Provide Feedback on the County’s “State of the Retirement System” Report: County staff will work with SCERA to improve upon past pension reports and develop a comprehensive annual “State of the Retirement System” report that is informative, understandable, and accessible to members of the public. The State of the Retirement System report will be published annually during the second quarter of each fiscal year (October – December). Staff will provide an advanced copy of the report to the Committee prior to publication. Committee members will have the opportunity to review and evaluate the report’s contents for accuracy and clarity, ask questions of staff, and provide feedback or suggestions for additional content and copy edits to improve readability and transparency.
  
- 2) Review Relevant County and SCERA Reports and Materials: When the following recurring reports and documents are published and made available for review by the general public, they will concurrently be provided to committee members for informational purposes:
  - County’s Comprehensive Annual Financial Report (CAFR);
  - County’s Annual Fiscal Year Recommended and Adopted Budget Books;
  - County’s Annual Fiscal Year Citizen’s Report;
  - County’s Annual State and Federal Legislative Platform;
  - County’s executed labor agreements and Govt. Code 31515.5 disclosure documents;
  - SCERA’s Annual Actuarial Valuation of the Retirement System;
  - SCERA’s Comprehensive Annual Financial Report; and
  - SCERA’s Popular Annual Financial Report.
  
- 3) Annual Presentation to the Board of Supervisors: The Committee shall present an annual update to the Board of Supervisors during the months of April or May. This deliverable would take the form of a short board report and presentation, and would not be a formal, comprehensive written report. The timing of the Board update is intended to give the committee sufficient time to review relevant County reports, while also minimizing disruption caused by potential turnover of committee members every other summer due to term expirations. The committee’s annual Board updates shall cover the following topics:
  1. Meetings conducted, presentations received, workgroups formed, and other relevant activities of the committee;
  2. Independent analysis of trends and key takeaways observed in the State of the Retirement System report and other County and SCERA publications;
  3. Innovative pension reform strategies to contain costs being pursued in other local or state jurisdictions that could be applicable to the County;
  4. Synopsis of relevant news articles, academic studies, publications, legislative developments, or other items of interest pertaining to pension plans and reform efforts; and

**Appendix C**  
**Independent Citizen's Pension Committee Charter**

5. Additional recommendations, from a citizen's perspective, that could help the County further improve its pension reporting and ultimately the public's understanding of the pension system.

Consistent with the mission of the Committee and its status as an advisory body, the information communicated in its annual update shall be fair, constructive, and objective. Any and all pension reform strategies developed through the efforts of the Committee shall be advisory only to the Board of Supervisors. Following the Committee's annual updates, the Board would not be obligated to pursue any policy changes. Further, to the extent the Board of Supervisors authorizes the delivery of pension reform strategies developed through this effort, the implementation of such strategies will be subject to State law and the County's labor relations policies and procedures. In this regard, the Committee will have no authority or involvement in the applicable labor relations process.

**VI. Committee Support and Resources**

The Independent Citizen's Pension Committee will receive administrative meeting support from the County Administrator's Office, with as-needed analytical support provided by subject matter experts from departments, such as: the County Administrator's Office, Human Resources, Auditor-Controller-Treasurer-Tax Collector, County Counsel, and the Sonoma County Employees' Retirement Association. County staff will not be allowed to direct the committee's work in any way, because it reports directly to the Board of Supervisors in an advisory capacity. Given the committee's scope (refer to Section V. above), it is not expected to utilize services from outside consultants or contractors (i.e., analytical, actuarial, or legal).

The County will create a dedicated webpage for the committee to post relevant information, such as: meeting calendar, charter, bylaws, contact information, meeting agendas, approved meeting minutes, annual reports to the Board, membership rosters, and other Maddy book information.

**VII. Spending Authority and Travel**

The Committee will not be granted authority to expend County funds, nor will it have authority to enter into any contracts or agreements for goods or services. No travel is authorized under the scope of work; therefore, committee members will not be reimbursed for travel costs.

**VIII. Committee Rules and Procedures**

- a. Bylaws: Shortly after the initial meeting of the ICPC, its members must draft and approve the committee's bylaws. Upon committee approval, the bylaws must be submitted to the Board of Supervisors for approval. Future amendments or revisions to the bylaws must also be approved by both the committee and the Board of Supervisors.
- b. Records Retention Schedule: The committee must adhere to the County Clerk of the Board's Document Retention Schedule for Advisory Board Files in compliance with the requirements set forth in County of Sonoma Administrative Policy 6-1: Policy for Records Retention, Storage

**Appendix C**  
**Independent Citizen's Pension Committee Charter**

& Destruction. The records retention schedule defines the Committee's retention, storage, and disposition of records, in accordance with administrative, legal, audit, and historical requirements.

- c. Brown Act: All meetings and all deliberations of the ICPC shall be open to the public and shall be governed by the Ralph M. Brown Act (Government Code Section 54950, *et seq.*).
- d. Quorum and Recommendations: Four of seven committee Members must be present at any given meeting to constitute a quorum. No action or advisory recommendation of the ICPC shall be valid unless a majority of all the members concur.
- e. Voting: Each member of the ICPC shall be entitled to one vote. A member may abstain from voting in cases of conflict of interest, in which case he or she shall state what the conflict is and recuse themselves from discussion of the item. No proxies shall be permitted. All votes shall be public and properly recorded.
- f. Conduct of Meetings: Meetings of the committee shall be conducted in an orderly fashion. The Committee may refer to "Robert's Rules of Order" for assistance in developing procedures to ensure orderly conduct.
- g. Presiding Officer: The chair, or the vice chair in the chair's absence, shall preside over all meetings of the ICPC. In the case of absence of both the chair and the vice-chair, the chair pro tem shall preside.
- h. Agendas: The chair shall be responsible for setting the agenda of each meeting of the ICPC. The County Administrator shall assign staff to attend, as needed. County Administrator staff shall post the agenda for each meeting of the ICPC at the Board of Supervisors office at least 72 hours in advance of the meeting per Brown Act requirements.
- i. Meeting Minutes: The minutes of each meeting of the ICPC shall include a copy of the agenda, the official public record of the meeting, and shall indicate any actions taken by the committee.
- j. Meeting Frequency: It is anticipated that the ICPC will convene between six (6) to nine (9) meetings per year. The ICPC may form individual workgroups comprised of a subset of members (less than a quorum) to accomplish specific tasks. The smaller workgroups would not be subject to Brown Act requirements and may meet more frequently.
- k. Meeting Location: All meetings and deliberations of the full ICPC shall be held in a County building easily accessible to the public. This requirement does not apply to smaller workgroups meetings of less than a quorum.
- l. Ethics: Committee members are expected to adhere to high ethical standards in the conduct of their duties. Such conduct requires that Committee members: be independent, impartial and fair in their judgment and actions; comply with both the letter and the spirit of laws and

**Appendix C**  
**Independent Citizen's Pension Committee Charter**

policies affecting operations of the Committee; and conduct public deliberations and processes openly in an atmosphere of respect and civility.

- m. Representation of the Committee: Committee members would not be authorized to represent, speak, or act on behalf of the Committee as a whole unless so authorized by the Committee.
  
- n. Conflicts of Interest: Committee members are prohibited from using their official positions to influence decisions in which they have a financial interest, or an organizational responsibility, or where they have a personal relationship that would constitute a conflict of interest. Committee members should avoid taking any action that could be construed, or create the appearance of, using public office for personal gain, including use of the title of Committee Member or other County resources to obtain or promote personal interests and/or businesses.

**IX. Stakeholders**

- Board of Supervisors
- All County residents
- County employees, employee labor groups, and retirees participating in the pension system
- Sonoma County Employees' Retirement Association



# WHAT DO YOU KNOW ABOUT PENSIONS?

## Q: WHAT IS A PENSION?

**A:** A pension is a regular payment made during a person's retirement from an investment fund that the person and their employer contributed to during the time he or she was working. Sonoma County's pension system is a defined benefit plan, which means each employee gets a fixed, pre-determined benefit upon retirement based on factors such as years of service, retirement age, and salary.

## Q: WHO MANAGES SONOMA COUNTY PENSIONS?

**A:** Like one-third of other counties in California, Sonoma County Employees' Retirement Association (SCERA) operates a local pension system, and is governed by a nine-member Board that includes members of the public, active and retired Sonoma County employees who are plan members, and the publicly elected County Treasurer. SCERA is not a part of CalPERS, which is the state's retirement system

## Q: HOW DO EMPLOYEE PENSIONS GET FUNDED?

**A:** Public pension systems like SCERA have three main funding sources: employee contributions, employer contributions, and investment returns. It is a common misunderstanding that the County pays the bulk of pension expenses. In fact, the largest funding source consistently is investment returns.

$$\text{contributions} + \text{investments} = \text{benefits} + \text{expenses}$$



EVERY PENSION DOLLAR IS:

**61¢** INVESTMENT INCOME

**25¢** EMPLOYER CONTRIBUTIONS

**14¢** EMPLOYEE CONTRIBUTIONS

AVERAGE 30 YEAR INVESTMENT RETURN FOR SCERA IS **8.7%**

THE AVERAGE EMPLOYEE CONTRIBUTES **OVER 22%** OF THEIR SALARY TOWARDS THEIR RETIREMENT\*

More than 75% of retirement benefits are received by Sonoma County residents, with every \$1 of pension benefit leading to \$2.36 in economic impact. That is a **\$20M BOOST TO THE LOCAL ECONOMY** each month.

\*Including retirement, social security, and deferred compensation contributions

**Q: HOW MUCH DOES THE COUNTY PAY FOR PENSIONS ANNUALLY?**

**A:** In Fiscal Year 2015-16, the county’s annual pension costs totaled \$107.6M, which included \$61.8M to fund the pension system, \$42.2M for pension bond payments, and a \$3.5M additional payment towards unfunded liability.

**Q: HOW CAN THE PENSION SYSTEM BE CHANGED?**

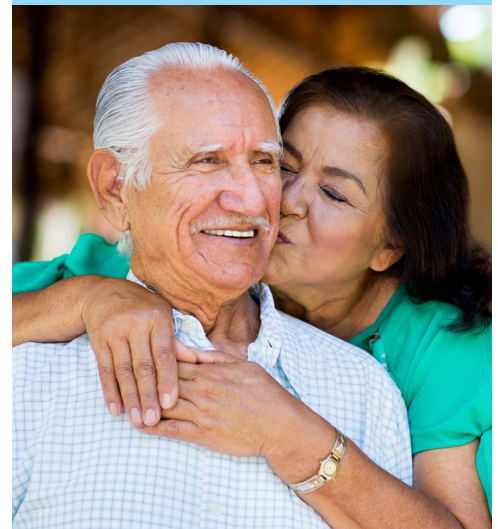
**A:** It is commonly assumed that the Board of Supervisors has the ability to reform the pension system on their own. The reality is that there are a number of federal, state, and local laws and rules that restrict the Board’s options. Lowering benefits or adjusting how risk is shared between employer and employee, can only be achieved through changes to state legislation.

**ITEMS THAT DO NOT INCREASE PENSION BENEFITS:**

- ✓ Overtime
- ✓ Bonuses or any one-time payments
- ✓ Unused vacation
- ✓ County Paid Deferred Compensation
- ✓ On-Call or Standby Premiums

**PENSION SYSTEM QUICK FACTS**

# of retirees	4,812
Average retirement benefit (Average of 17 years of service)	\$32,961 per year
Average % employees contribute	11.67% of wages
Average employee contribution	\$10,107 per year
% of retirees receiving less than \$50K/year	over 80%



**Achievements to reduce pension liability over the past five years include:**

- ▶ **DECREASED TOTAL UNFUNDED PENSION LIABILITY BY NEARLY \$180M, OR ROUGHLY 20%, OVER THE PAST 5 YEARS**
- ▶ **ELIMINATED PENSION “SPIKING” PRACTICES TO PREVENT INFLATED RETIREMENT BENEFITS**
- ▶ **INCREASED EMPLOYEE CONTRIBUTIONS TOWARD PENSIONS AND OTHER RETIREMENT SAVINGS PROGRAMS**
- ▶ **INCREASED ACCOUNTABILITY AND TRANSPARENCY WITH MORE REPORTING AND A PERMANENT INDEPENDENT CITIZENS PENSION COMMITTEE**



Learn more: [sonomacounty.ca.gov/pensions](http://sonomacounty.ca.gov/pensions) or (707) 565-2231





No. S239958

**IN THE SUPREME COURT  
OF THE STATE OF CALIFORNIA**

---

CAL FIRE LOCAL, 2881 (formerly known as CDF Firefighters), et al.

*Petitioners and Appellants,*

v.

CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CalPERS),

*Defendant and Respondent,*

*And*

THE STATE OF CALIFORNIA,

Intervener and Respondent.

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On Review from the Court of Appeal, First Appellate District, Division 3,

Civil No. A142793

After an Appeal from the Superior Court for the State of California, County of Alameda,

Case Number RG12661622, Hon. Evelio Grillo, Presiding Judge

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**APPLICATION OF  
THE COUNTY OF SONOMA AND THE COUNTY OF SOLANO TO JOIN  
BRIEF AS AMICUS CURIAE**

---

Bruce D. Goldstein, State Bar No. 135970  
COUNTY COUNSEL

Debbie F. Latham, State Bar No. 173061  
Chief Deputy County Counsel  
OFFICE OF THE SONOMA COUNTY  
COUNSEL

575 Administration Drive, Room 105-A  
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Dennis Bunting, State Bar No. 55499  
COUNTY COUNSEL

OFFICE OF THE SOLANO COUNTY  
COUNSEL

675 Texas Street #6600  
Fairfield, California 94533  
Telephone: (707) 784-6140

**To the Honorable Chief Justice:**

The Counties of Sonoma and Solano (Sonoma and Solano) respectfully request that the Supreme Court permit Sonoma and Solano Counties to join in the brief of amicus curiae submitted in the above-entitled action by the League of California Cities pursuant to Rule 8.520(f) of the California Rules of court. This application is timely made within 30 days after the filing of the reply brief on the merits and is therefore timely pursuant to Rule 8.520(f)(2). This joinder application is being made on the following grounds:

1. Applicants Sonoma and Solano are both Northern California Counties and political subdivisions of the State of California.
2. Applicants believe that the decision in the above-entitled appeal will have a substantial impact on counties in the same manner as it impacts cities, which is described in the League brief.
3. Applicants believe that there is a need for additional argument by Sonoma and Solano on the points raised in Respondent's Opening Brief as explained in the Application submitted to this Court by the League below, as follows:
4. Sonoma County:
  - (a) Sonoma County's pension system is a defined benefit plan established in 1946 under the County Employees Retirement Law of 1937 ("CERL"). Benefits are set by the Board of Supervisors with the plan administered by the Sonoma County Employees' Retirement Association ("SCERA").
  - (b) The SCERA Pension Plan is a qualified defined benefit plan funded by three sources: the employee, the employer, and investment earnings of the retirement fund. As of the December 31, 2015 valuation (which sets the contribution rates effective July 1, 2017 through June 30, 2018) the average employee rate is 11.72% and the average employer rate is 20.38%, with investment income covering close to 60% of the benefits and all of the investment/administrative expenses paid by SCERA.

- (c) SCERA is presently 85.5% funded on a valuation value and 86% funded on a market value basis. This is a reduction since 1996 when the plan was 100% funded and when there was no unfunded actuarial accrued liability (UAAL). For 2016, Sonoma County has a UAAL of four hundred and eight million, two hundred twenty-seven thousand dollars (\$408,227,000).
- (d) Pension costs have increased dramatically and, as trending, are not sustainable. In the 10 years preceding 2017, County contributions to SCERA have escalated from almost 32 million dollars to over 57 million dollars causing the Sonoma County Board of Supervisors to embark on an effort to address the growing cost impact of employee pensions. Tools to address employer obligations are insufficient. To be effective in addressing pension fiscal impacts and maintaining appropriate levels of public services, counties need more flexibility to define, and work with employees, to determine sustainable prospective benefit levels. Further, in 2015 the Board of Supervisors formed an expert Ad Hoc Independent Citizens' Advisory Group on Pension Reform. One key recommendation of the Advisory Group was identifying a sustainable level of pension cost to reduce costs, free resources and reduce risks.
- (e) The percentage of total salaries and benefits paid toward pension costs has risen from 11.88% in Fiscal Year 07/08 to 17.46% in Fiscal Year 16/17.
- (f) A key component of the ongoing pension reform efforts is a reexamination of the law governing the modification of pension benefits known as the "California Rule," and the flexibility to enact changes on a going forward basis, under a clear set of standards, in order to ensure the health and sustainability of the pension system.

5. Solano County:

- (a) Solano County provides employees retirement benefits offered through the California Public Employees' Retirement System (CalPERS). Retirement benefits are provided under three tiers through one of two plans: safety plans for county sheriff officers and peace officers, and "miscellaneous" plan for all non-safety employees.
- (b) County sheriff officers' safety benefits are provided to deputy sheriffs, and higher ranks, for employees hired before January 17, 2011, a 3% at age 50 retirement formula; for employees hired after January 17, 2011, a 3% at age 55 formula; and for new members as of January 1, 2013, a 2.7% at age 57 formula as established under the California Public Employees' Pension Reform Act of 2013 (PEPRA or the Pension Reform Act; Gov. Code, § 7522 et seq.)
- (c) County peace officers' safety benefits are provided to other safety employees, such as correctional officers or probation officers, for employees hired before May 4, 2012, a 2% at age 50 formula; for employees hired after May 4, 2012, a 2% at age 55 formula; and for new members as of January 1, 2013, a 2% at age 62 formula under PEPRA.
- (d) Non-safety employees receive retirement benefits under a miscellaneous formula for employees hired before May 4, 2012, a 2.7% at age 55 formula; for employees hired after May 4, 2012, a 2% at age 60 formula; and for new members as of January 1, 2013, a 2% at age 62 formula under PEPRA. The Miscellaneous Employer Retirement Rate is projected to increase from 15.20% in FY2012/13 to 31.1% in FY2022/23.
- (e) The safety plan is presently 70.5% funded and for 2016, the County's Unfunded Accrued Liability (UAL) is \$130,762,088. The Safety Employer Rate is projected to increase from 19.3% in FY 2012/13 to 41.6% in FY

2022/23. The miscellaneous plan is presently 71.0% funded and for 2016, the County's UAL is \$414,506,778. The Miscellaneous Employer Retirement Rate is projected to increase from 15.20% in FY 2012/13 to 31.1% in FY 2022/23. CalPERS approved lowering the investment return discount rate assumption from 7.5% to 7.0 % over a phased in 5-year period. The total costs as a result of these changes are estimated to significantly increase the County's retirement costs from \$39.706 million in FY 2015/16 to a projected \$86.186 million in FY 2022/23.

(f) Although the number of County employees have remained essentially stable from 3,092 in FY2007/08 to 3,068 in FY2017/18, the benefits costs have increased 70% from \$76,496,569 to \$130,197,943, and the total salary and benefits increased 43% from \$258,502,880 to \$369,788,109.

(g) To address this daunting fiscal condition, the Board of Supervisors adopted an aggressive pension policy program, which includes the funding of a pension reserve, with a present balance at \$16.1 million, and the establishment of a 115 (P) trust fund, with a present balance of \$20.3 million.

(h) Unless the counties retain the ability to address these escalating costs, they face the unconscionable choice of sacrificing services to the public for providing retirement benefits to the employees.

6. For both counties, public pensions under CERL and PERS have garnered widespread interest and generated significant debate among policy leaders as to rising pension costs and the long-term sustainability of pension benefits and has highlighted that there is a need for statewide reform to provide a measure of local flexibility to ensure that the public retirement systems are sound and fiscally responsible.

7. Applicants believe that the legal issues involved in the appeal are a matter of public interest, extending beyond the interests of the parties to the underlying action.

WHEREAS, the County of Sonoma and the County of Solano request leave to join as amicus curiae in the brief submitted by the League in the above-entitled case.


Dated: February 20, 2018

Respectfully submitted,

COUNTY OF SONOMA

  
Bruce D. Goldstein, County Counsel  
SBN 135970

COUNTY OF SOLANO

  
Dennis Bunting, County Counsel  
SBN 55499



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Andy Yeung ASA, MAAA, FCA, EA  
Vice President & Actuary  
ayeung@segalco.com

August 20, 2018

Ms. Julie Wyne  
Retirement Administrator  
Sonoma County Employees' Retirement Association  
433 Aviation Boulevard, Suite 100  
Santa Rosa, CA 94503-1069

**Re: Sonoma County Employees' Retirement Association (SCERA)  
Accelerated County Unfunded Actuarial Accrued Liability Payments**

Dear Julie:

As requested by the County, enclosed please find the amortization schedules for the County's Unfunded Actuarial Accrued Liability (UAAL) as of December 31, 2016 before and after considering accelerated payments.

There are four schedules based on various prepayment assumptions, as detailed below. For each schedule, we have separately shown the UAAL for General County Members (schedules ending with "-A") and Safety County Members (schedules ending with "-B"), as well as a total schedule for County General and Safety Members combined (schedules ending with "-C").

Schedule #1: Baseline amortization schedule and assuming no prepayments.

Schedule #2: Prepayments of \$3 million are assumed to be made at the beginning of each year effective January 1, 2018 and applied on a prorated basis among all outstanding General and Safety UAAL amortization layers.

Schedule #3: Prepayments of \$3 million are assumed to be made at the beginning of each year effective January 1, 2018 and applied to the shortest outstanding UAAL amortization layer.

Schedule #4: Prepayments of \$3 million are assumed to be made at the beginning of each year effective January 1, 2018 and applied to the longest outstanding UAAL amortization layer.

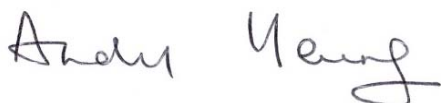
Ms. Julie Wyne  
August 20, 2018  
Page 2

Each 20-year schedule details, by year, the Beginning UAAL Balance, Prepayment Amount (if any), Annual Payment, Interest Paid, Principal Paid, and End of Year Balance.

You will note that, assuming no prepayments, towards the end of the amortization periods the net amortization amounts either stop before the full 20 years (as in Schedule 1-A) or else become volatile, including going negative (as in Schedules 1-B and 1-C). This is an aspect of layered amortization, sometimes called “tail volatility”, and occurs when the various charge and credit amortization layers are fully amortized at different times. In practice this unusual cost pattern is either masked by new layers that arise in future valuations, or else is addressed directly by the Board (as advised by the actuary) by combining some of the charge and credit layers. We can discuss this further with you and your Board. For now, we would also note that under any of the Prepayment scenarios the UAAL is fully funded before the tail volatility emerges.

Please let us know if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Andy Yeung".

Andy Yeung

EK/bqb  
Enclosures

cc: Nikolas Klein



Appendix F  
**Sonoma County Employees' Retirement Association**  
**Unfunded Actuarial Accrued Liability Amortization Schedule**

**Schedule 1 - A**  
**Assuming No Prepayments**  
**General County Members**  
**(Based on December 31, 2016 Valuation)**  
Annual Interest Rate: 7.25%  
Annual Payroll Inflation: 3.50%

<u>Year</u>	<u>Beginning of Year Balance</u>	<u>Annual Payment</u>	<u>Interest Paid</u>	<u>Principal Paid</u>	<u>End of Year Balance</u>
1	\$ 275,973,000	\$ 25,776,502	\$ 19,166,312	\$ 6,610,190	\$ 269,362,810
2	269,362,810	26,678,725	18,657,657	8,021,068	261,341,742
3	261,341,742	27,612,448	18,045,608	9,566,840	251,774,902
4	251,774,902	28,578,954	17,320,523	11,258,431	240,516,471
5	240,516,471	29,579,264	16,471,673	13,107,591	227,408,880
6	227,408,880	30,614,332	15,487,366	15,126,966	212,281,914
7	212,281,914	31,685,956	14,355,788	17,330,168	194,951,746
8	194,951,746	32,794,984	13,063,157	19,731,827	175,219,919
9	175,219,919	33,942,778	11,595,091	22,347,687	152,872,232
10	152,872,232	35,130,710	9,936,025	25,194,685	127,677,547
11	127,677,547	36,360,362	8,069,336	28,291,026	99,386,521
12	99,386,521	35,294,611	6,052,990	29,241,621	70,144,900
13	70,144,900	29,620,495	4,118,259	25,502,236	44,642,664
14	44,642,664	28,263,674	2,313,717	25,949,957	18,692,707
15	18,692,707	16,935,619	802,226	16,133,393	2,559,314
16	2,559,314	2,658,068	98,754	2,559,314	-
17	-	-	-	-	-
18	-	-	-	-	-
19	-	-	-	-	-
20	-	-	-	-	-
<b>Total</b>	<b>\$</b>	<b>\$ 451,527,482</b>	<b>\$ 175,554,482</b>	<b>\$ 275,973,000</b>	

Note: Results may be slightly off due to rounding

Note that annual payments include UAAL contributions from both the employer and the employees.

Appendix F  
**Sonoma County Employees' Retirement Association**  
**Unfunded Actuarial Accrued Liability Amortization Schedule**

**Schedule 1 - B**  
**Assuming No Prepayments**  
**Safety County Members**  
**(Based on December 31, 2016 Valuation)**  
Annual Interest Rate: 7.25%  
Annual Payroll Inflation: 3.50%

<u>Year</u>	<u>Beginning of Year Balance</u>	<u>Annual Payment</u>	<u>Interest Paid</u>	<u>Principal Paid</u>	<u>End of Year Balance</u>
1	\$ 97,701,000	\$ 8,968,968	\$ 6,790,443	\$ 2,178,525	\$ 95,522,475
2	95,522,475	9,282,886	6,622,255	2,660,631	92,861,844
3	92,861,844	9,607,799	6,418,760	3,189,039	89,672,805
4	89,672,805	9,944,066	6,176,569	3,767,497	85,905,308
5	85,905,308	10,292,143	5,892,097	4,400,046	81,505,262
6	81,505,262	10,652,289	5,561,254	5,091,035	76,414,227
7	76,414,227	11,025,165	5,180,021	5,845,144	70,569,083
8	70,569,083	11,411,059	4,743,662	6,667,397	63,901,686
9	63,901,686	11,810,424	4,247,215	7,563,209	56,338,477
10	56,338,477	12,223,777	3,685,370	8,538,407	47,800,070
11	47,800,070	12,651,627	3,052,382	9,599,245	38,200,825
12	38,200,825	12,479,903	2,362,044	10,117,859	28,082,966
13	28,082,966	10,814,403	1,682,874	9,131,529	18,951,437
14	18,951,437	9,709,336	1,056,951	8,652,385	10,299,052
15	10,299,052	5,851,664	555,599	5,296,065	5,002,987
16	5,002,987	2,513,926	280,626	2,233,300	2,769,687
17	2,769,687	(766,768)	225,832	(992,600)	3,762,287
18	3,762,287	63,934	270,684	(206,750)	3,969,037
19	3,969,037	3,829,084	162,720	3,666,364	302,673
20	302,673	314,352	11,679	302,673	-
<b>Total</b>	<b>\$</b>	<b>\$ 162,680,037</b>	<b>\$ 64,979,037</b>	<b>\$ 97,701,000</b>	

Note: Results may be slightly off due to rounding

Note that annual payments include UAAL contributions from both the employer and the employees.

Appendix F  
**Sonoma County Employees' Retirement Association**  
**Unfunded Actuarial Accrued Liability Amortization Schedule**

**Schedule 1 - C**  
**Assuming No Prepayments**  
**County General and Safety Members Combined**  
**(Based on December 31, 2016 Valuation)**  
Annual Interest Rate: 7.25%  
Annual Payroll Inflation: 3.50%

<u>Year</u>	<u>Beginning of Year Balance</u>	<u>Annual Payment</u>	<u>Interest Paid</u>	<u>Principal Paid</u>	<u>End of Year Balance</u>
1	\$ 373,674,000	\$ 34,745,470	\$ 25,956,755	\$ 8,788,715	\$ 364,885,285
2	364,885,285	35,961,611	25,279,912	10,681,699	354,203,586
3	354,203,586	37,220,247	24,464,368	12,755,879	341,447,707
4	341,447,707	38,523,020	23,497,092	15,025,928	326,421,779
5	326,421,779	39,871,407	22,363,770	17,507,637	308,914,142
6	308,914,142	41,266,621	21,048,620	20,218,001	288,696,141
7	288,696,141	42,711,121	19,535,809	23,175,312	265,520,829
8	265,520,829	44,206,043	17,806,819	26,399,224	239,121,605
9	239,121,605	45,753,202	15,842,306	29,910,896	209,210,709
10	209,210,709	47,354,487	13,621,395	33,733,092	175,477,617
11	175,477,617	49,011,989	11,121,718	37,890,271	137,587,346
12	137,587,346	47,774,514	8,415,034	39,359,480	98,227,866
13	98,227,866	40,434,898	5,801,133	34,633,765	63,594,101
14	63,594,101	37,973,010	3,370,668	34,602,342	28,991,759
15	28,991,759	22,787,283	1,357,825	21,429,458	7,562,301
16	7,562,301	5,171,994	379,380	4,792,614	2,769,687
17	2,769,687	(766,768)	225,832	(992,600)	3,762,287
18	3,762,287	63,934	270,684	(206,750)	3,969,037
19	3,969,037	3,829,084	162,720	3,666,364	302,673
20	302,673	314,352	11,679	302,673	-
<b>Total</b>	<b>\$</b>	<b>\$ 614,207,519</b>	<b>\$ 240,533,519</b>	<b>\$ 373,674,000</b>	

Note: Results may be slightly off due to rounding

Note that annual payments include UAAL contributions from both the employer and the employees.

Appendix F  
**Sonoma County Employees' Retirement Association**  
**Unfunded Actuarial Accrued Liability Amortization Schedule**

**Schedule 2 - A**  
**Assuming \$3 Million Prepayments Prorated Among All Outstanding UAAL Amortization Layers**  
**General County Members**  
**(Based on December 31, 2016 Valuation)**  
Annual Interest Rate: 7.25%  
Annual Payroll Inflation: 3.50%

Year	Beginning of Year Balance	Prepayment Amount	Beginning of Year Balance After Prepayment	Annual Payment	Interest Paid	Principal Paid	End of Year Balance
1	\$ 275,973,000	\$ -	\$ 275,973,000	\$ 25,776,502	\$ 19,166,312	\$ 6,610,190	\$ 269,362,810
2	269,362,810	2,214,637	267,148,173	26,459,380	18,504,260	7,955,120	259,193,053
3	259,193,053	2,213,488	256,979,565	27,151,556	17,744,400	9,407,156	247,572,409
4	247,572,409	2,212,124	245,360,285	27,850,832	16,879,238	10,971,594	234,388,691
5	234,388,691	2,210,482	232,178,209	28,553,804	15,900,628	12,653,176	219,525,033
6	219,525,033	2,208,467	217,316,566	29,255,679	14,800,041	14,455,638	202,860,928
7	202,860,928	2,205,938	200,654,990	29,950,480	13,569,508	16,380,972	184,274,018
8	184,274,018	2,202,672	182,071,346	30,628,228	12,200,079	18,428,149	163,643,197
9	163,643,197	2,198,295	161,444,902	31,274,344	10,683,533	20,590,811	140,854,091
10	140,854,091	2,192,128	138,661,963	31,865,129	9,012,422	22,852,707	115,809,256
11	115,809,256	2,182,801	113,626,455	32,358,858	7,181,299	25,177,559	88,448,896
12	88,448,896	2,167,057	86,281,839	30,640,817	5,254,872	25,385,945	60,895,894
13	60,895,894	2,142,312	58,753,582	24,810,220	3,449,470	21,360,750	37,392,832
14	37,392,832	2,105,981	35,286,851	22,340,425	1,828,829	20,511,596	14,775,255
15	14,775,255	1,934,278	12,840,977	11,633,942	551,089	11,082,853	1,758,124
16	1,758,124	1,015,292	742,832	771,495	28,663	742,832	-
17	-	-	-	-	-	-	-
18	-	-	-	-	-	-	-
19	-	-	-	-	-	-	-
20	-	-	-	-	-	-	-
<b>Total</b>		\$ 31,405,950		\$ 411,321,691	\$ 166,754,641	\$ 244,567,050	

Note: Results may be slightly off due to rounding

Note that annual payments include UAAL contributions from both the employer and the employees.

Appendix F  
**Sonoma County Employees' Retirement Association**  
**Unfunded Actuarial Accrued Liability Amortization Schedule**

**Schedule 2 - B**  
**Assuming \$3 Million Prepayments Prorated Among All Outstanding UAAL Amortization Layers**  
**Safety County Members**  
**(Based on December 31, 2016 Valuation)**  
Annual Interest Rate: 7.25%  
Annual Payroll Inflation: 3.50%

Year	Beginning of Year Balance	Prepayment Amount	Beginning of Year Balance After Prepayment	Annual Payment	Interest Paid	Principal Paid	End of Year Balance
1	\$ 97,701,000	\$ -	\$ 97,701,000	\$ 8,968,968	\$ 6,790,443	\$ 2,178,525	\$ 95,522,475
2	95,522,475	785,363	94,737,112	9,206,564	6,567,808	2,638,756	92,098,356
3	92,098,356	786,512	91,311,844	9,447,429	6,311,621	3,135,808	88,176,036
4	88,176,036	787,876	87,388,160	9,690,714	6,019,206	3,671,508	83,716,652
5	83,716,652	789,518	82,927,134	9,935,336	5,687,828	4,247,508	78,679,626
6	78,679,626	791,533	77,888,093	10,179,546	5,314,449	4,865,097	73,022,996
7	73,022,996	794,062	72,228,934	10,421,308	4,896,310	5,524,998	66,703,936
8	66,703,936	797,328	65,906,608	10,657,135	4,430,251	6,226,884	59,679,724
9	59,679,724	801,705	58,878,019	10,881,941	3,913,315	6,968,626	51,909,393
10	51,909,393	807,872	51,101,521	11,087,514	3,342,796	7,744,718	43,356,803
11	43,356,803	817,199	42,539,604	11,259,295	2,716,460	8,542,835	33,996,769
12	33,996,769	832,943	33,163,826	10,834,355	2,050,593	8,783,762	24,380,064
13	24,380,064	857,688	23,522,376	9,058,174	1,409,577	7,648,597	15,873,779
14	15,873,779	894,019	14,979,760	7,674,538	835,444	6,839,094	8,140,666
15	8,140,666	1,065,722	7,074,944	4,019,807	381,670	3,638,137	3,436,807
16	3,436,807	1,984,708	1,452,099	729,659	81,452	648,207	803,892
17	803,892	803,892	-	-	-	-	-
18	-	-	-	-	-	-	-
19	-	-	-	-	-	-	-
20	-	-	-	-	-	-	-
<b>Total</b>		\$ 14,397,942		\$ 144,052,283	\$ 60,749,225	\$ 83,303,058	

Note: Results may be slightly off due to rounding

Note that annual payments include UAAL contributions from both the employer and the employees.

Appendix F  
**Sonoma County Employees' Retirement Association**  
**Unfunded Actuarial Accrued Liability Amortization Schedule**

**Schedule 2 - C**  
**Assuming \$3 Million Prepayments Prorated Among All Outstanding UAAL Amortization Layers**  
**County General and Safety Members Combined**  
**(Based on December 31, 2016 Valuation)**

Annual Interest Rate: 7.25%  
Annual Payroll Inflation: 3.50%

Year	Beginning of Year Balance	Prepayment Amount	Beginning of Year Balance After Prepayment	Annual Payment	Interest Paid	Principal Paid	End of Year Balance
1	\$ 373,674,000	\$ -	\$ 373,674,000	\$ 34,745,470	\$ 25,956,755	\$ 8,788,715	\$ 364,885,285
2	364,885,285	3,000,000	361,885,285	35,665,944	25,072,068	10,593,876	351,291,409
3	351,291,409	3,000,000	348,291,409	36,598,985	24,056,021	12,542,964	335,748,445
4	335,748,445	3,000,000	332,748,445	37,541,546	22,898,444	14,643,102	318,105,343
5	318,105,343	3,000,000	315,105,343	38,489,140	21,588,456	16,900,684	298,204,659
6	298,204,659	3,000,000	295,204,659	39,435,225	20,114,490	19,320,735	275,883,924
7	275,883,924	3,000,000	272,883,924	40,371,788	18,465,818	21,905,970	250,977,954
8	250,977,954	3,000,000	247,977,954	41,285,363	16,630,330	24,655,033	223,322,921
9	223,322,921	3,000,000	220,322,921	42,156,285	14,596,848	27,559,437	192,763,484
10	192,763,484	3,000,000	189,763,484	42,952,643	12,355,218	30,597,425	159,166,059
11	159,166,059	3,000,000	156,166,059	43,618,153	9,897,759	33,720,394	122,445,665
12	122,445,665	3,000,000	119,445,665	41,475,172	7,305,465	34,169,707	85,275,958
13	85,275,958	3,000,000	82,275,958	33,868,394	4,859,047	29,009,347	53,266,611
14	53,266,611	3,000,000	50,266,611	30,014,963	2,664,273	27,350,690	22,915,921
15	22,915,921	3,000,000	19,915,921	15,653,749	932,759	14,720,990	5,194,931
16	5,194,931	3,000,000	2,194,931	1,501,154	110,115	1,391,039	803,892
17	803,892	803,892	-	-	-	-	-
18	-	-	-	-	-	-	-
19	-	-	-	-	-	-	-
20	-	-	-	-	-	-	-
<b>Total</b>		<b>\$ 45,803,892</b>		<b>\$ 555,373,974</b>	<b>\$ 227,503,866</b>	<b>\$ 327,870,108</b>	

Note: Results may be slightly off due to rounding

Note that annual payments include UAAL contributions from both the employer and the employees.

Appendix F  
**Sonoma County Employees' Retirement Association**  
**Unfunded Actuarial Accrued Liability Amortization Schedule**

**Schedule 3 - A**  
**Assuming \$3 Million Prepayments Applied to the Shortest Outstanding UAAL Amortization Layer**  
**General County Members**  
**(Based on December 31, 2016 Valuation)**  
Annual Interest Rate: 7.25%  
Annual Payroll Inflation: 3.50%

Year	Beginning of Year Balance	Prepayment Amount	Beginning of Year Balance After Prepayment	Annual Payment	Interest Paid	Principal Paid	End of Year Balance
1	\$ 275,973,000	\$ -	\$ 275,973,000	\$ 25,776,502	\$ 19,166,312	\$ 6,610,190	\$ 269,362,810
2	269,362,810	2,375,658	266,987,152	26,390,644	18,494,830	7,895,814	259,091,338
3	259,091,338	2,375,658	256,715,680	26,999,523	17,730,232	9,269,291	247,446,389
4	247,446,389	2,375,658	245,070,731	27,596,404	16,866,552	10,729,852	234,340,879
5	234,340,879	2,375,658	231,965,221	28,171,130	15,897,692	12,273,438	219,691,783
6	219,691,783	2,375,008	217,316,775	28,708,845	14,817,902	13,890,943	203,425,832
7	203,425,832	2,300,149	201,125,683	29,279,390	13,625,549	15,653,841	185,471,842
8	185,471,842	2,300,149	183,171,693	29,791,807	12,307,171	17,484,636	165,687,057
9	165,687,057	2,300,149	163,386,908	30,205,012	10,859,252	19,345,760	144,041,148
10	144,041,148	2,300,149	141,740,999	30,437,314	9,282,266	21,155,048	120,585,951
11	120,585,951	2,300,149	118,285,802	30,286,988	7,586,749	22,700,239	95,585,563
12	95,585,563	2,300,149	93,285,414	28,958,088	5,817,574	23,140,514	70,144,900
13	70,144,900	1,852,059	68,292,841	27,696,972	4,046,795	23,650,177	44,642,664
14	44,642,664	2,237,503	42,405,161	25,939,834	2,227,380	23,712,454	18,692,707
15	18,692,707	2,248,080	16,444,627	14,600,794	715,481	13,885,313	2,559,314
16	2,559,314	2,456,560	102,754	106,719	3,965	102,754	-
17	-	-	-	-	-	-	-
18	-	-	-	-	-	-	-
19	-	-	-	-	-	-	-
20	-	-	-	-	-	-	-
<b>Total</b>		\$ 34,472,737		\$ 410,945,966	\$ 169,445,703	\$ 241,500,263	

Note: Results may be slightly off due to rounding

Note that annual payments include UAAL contributions from both the employer and the employees.

Appendix F  
**Sonoma County Employees' Retirement Association**  
**Unfunded Actuarial Accrued Liability Amortization Schedule**

**Schedule 3 - B**  
**Assuming \$3 Million Prepayments Applied to the Shortest Outstanding UAAL Amortization Layer**  
**Safety County Members**  
**(Based on December 31, 2016 Valuation)**  
Annual Interest Rate: 7.25%  
Annual Payroll Inflation: 3.50%

Year	Beginning of Year Balance	Prepayment Amount	Beginning of Year Balance After Prepayment	Annual Payment	Interest Paid	Principal Paid	End of Year Balance
1	\$ 97,701,000	\$ -	\$ 97,701,000	\$ 8,968,968	\$ 6,790,443	\$ 2,178,525	\$ 95,522,475
2	95,522,475	624,342	94,898,133	9,207,176	6,579,463	2,627,713	92,270,420
3	92,270,420	624,342	91,646,078	9,446,718	6,335,877	3,110,841	88,535,237
4	88,535,237	624,342	87,910,895	9,685,844	6,057,262	3,628,582	84,282,313
5	84,282,313	624,342	83,657,971	9,922,074	5,741,251	4,180,823	79,477,148
6	79,477,148	624,992	78,852,156	10,151,377	5,385,260	4,766,117	74,086,039
7	74,086,039	699,851	73,386,188	10,374,553	4,981,735	5,392,818	67,993,370
8	67,993,370	699,851	67,293,519	10,581,777	4,533,264	6,048,513	61,245,006
9	61,245,006	699,851	60,545,155	10,760,589	4,038,148	6,722,441	53,822,714
10	53,822,714	699,851	53,122,863	10,886,239	3,495,912	7,390,327	45,732,536
11	45,732,536	699,851	45,032,685	10,897,379	2,909,028	7,988,351	37,044,334
12	37,044,334	699,851	36,344,483	10,551,933	2,290,416	8,261,517	28,082,966
13	28,082,966	1,147,941	26,935,025	9,622,167	1,638,579	7,983,588	18,951,437
14	18,951,437	762,497	18,188,940	8,917,418	1,027,530	7,889,888	10,299,052
15	10,299,052	751,920	9,547,132	5,070,731	526,586	4,544,145	5,002,987
16	5,002,987	543,440	4,459,547	1,949,517	259,657	1,689,860	2,769,687
17	2,769,687	2,769,687	-	-	-	-	-
18	-	-	-	-	-	-	-
19	-	-	-	-	-	-	-
20	-	-	-	-	-	-	-
<b>Total</b>		\$ 13,296,950		\$ 146,994,460	\$ 62,590,410	\$ 84,404,050	

Note: Results may be slightly off due to rounding

Note that annual payments include UAAL contributions from both the employer and the employees.



Appendix F  
**Sonoma County Employees' Retirement Association**  
**Unfunded Actuarial Accrued Liability Amortization Schedule**

**Schedule 3 - C**  
**Assuming \$3 Million Prepayments Applied to the Shortest Outstanding UAAL Amortization Layer**  
**County General and Safety Members Combined**  
**(Based on December 31, 2016 Valuation)**

Annual Interest Rate: 7.25%  
Annual Payroll Inflation: 3.50%

Year	Beginning of Year Balance	Prepayment Amount	Beginning of Year Balance After Prepayment	Annual Payment	Interest Paid	Principal Paid	End of Year Balance
1	\$ 373,674,000	\$ -	\$ 373,674,000	\$ 34,745,470	\$ 25,956,755	\$ 8,788,715	\$ 364,885,285
2	364,885,285	3,000,000	361,885,285	35,597,820	25,074,293	10,523,527	351,361,758
3	351,361,758	3,000,000	348,361,758	36,446,241	24,066,109	12,380,132	335,981,626
4	335,981,626	3,000,000	332,981,626	37,282,248	22,923,814	14,358,434	318,623,192
5	318,623,192	3,000,000	315,623,192	38,093,204	21,638,943	16,454,261	299,168,931
6	299,168,931	3,000,000	296,168,931	38,860,222	20,203,162	18,657,060	277,511,871
7	277,511,871	3,000,000	274,511,871	39,653,943	18,607,284	21,046,659	253,465,212
8	253,465,212	3,000,000	250,465,212	40,373,584	16,840,435	23,533,149	226,932,063
9	226,932,063	3,000,000	223,932,063	40,965,601	14,897,400	26,068,201	197,863,862
10	197,863,862	3,000,000	194,863,862	41,323,553	12,778,178	28,545,375	166,318,487
11	166,318,487	3,000,000	163,318,487	41,184,367	10,495,777	30,688,590	132,629,897
12	132,629,897	3,000,000	129,629,897	39,510,021	8,107,990	31,402,031	98,227,866
13	98,227,866	3,000,000	95,227,866	37,319,139	5,685,374	31,633,765	63,594,101
14	63,594,101	3,000,000	60,594,101	34,857,252	3,254,910	31,602,342	28,991,759
15	28,991,759	3,000,000	25,991,759	19,671,525	1,242,067	18,429,458	7,562,301
16	7,562,301	3,000,000	4,562,301	2,056,236	263,622	1,792,614	2,769,687
17	2,769,687	2,769,687	-	-	-	-	-
18	-	-	-	-	-	-	-
19	-	-	-	-	-	-	-
20	-	-	-	-	-	-	-
<b>Total</b>		<b>\$ 47,769,687</b>		<b>\$ 557,940,426</b>	<b>\$ 232,036,113</b>	<b>\$ 325,904,313</b>	

Note: Results may be slightly off due to rounding

Note that annual payments include UAAL contributions from both the employer and the employees.

Appendix F  
**Sonoma County Employees' Retirement Association**  
**Unfunded Actuarial Accrued Liability Amortization Schedule**

**Schedule 4 - A**  
**Assuming \$3 Million Prepayments Applied to the Longest Outstanding UAAL Amortization Layer**  
**General County Members**  
**(Based on December 31, 2016 Valuation)**

Annual Interest Rate: 7.25%  
Annual Payroll Inflation: 3.50%

Year	Beginning of Year Balance	Prepayment Amount	Beginning of Year Balance After Prepayment	Annual Payment	Interest Paid	Principal Paid	End of Year Balance
1	\$ 275,973,000	\$ -	\$ 275,973,000	\$ 25,776,502	\$ 19,166,312	\$ 6,610,190	\$ 269,362,810
2	269,362,810	2,283,139	267,079,671	26,510,027	18,497,639	8,012,388	259,067,283
3	259,067,283	2,283,139	256,784,144	27,262,575	17,726,608	9,535,967	247,248,177
4	247,248,177	2,283,139	244,965,038	28,034,192	16,844,595	11,189,597	233,775,441
5	233,775,441	1,925,337	231,850,104	28,848,092	15,867,239	12,980,853	218,869,251
6	218,869,251	1,848,471	217,020,780	29,686,512	14,764,525	14,921,987	202,098,793
7	202,098,793	1,848,471	200,250,322	30,544,446	13,520,777	17,023,669	183,226,653
8	183,226,653	1,848,471	181,378,182	31,420,395	12,123,952	19,296,443	162,081,739
9	162,081,739	1,848,471	160,233,268	32,312,879	10,561,780	21,751,099	138,482,169
10	138,482,169	1,848,471	136,633,698	33,219,616	8,821,139	24,398,477	112,235,221
11	112,235,221	1,848,471	110,386,750	34,137,465	6,888,338	27,249,127	83,137,623
12	83,137,623	1,848,471	81,289,152	32,723,003	4,824,898	27,898,105	53,391,047
13	53,391,047	1,848,471	51,542,576	26,654,501	2,866,447	23,788,054	27,754,522
14	27,754,522	1,848,471	25,906,051	24,844,763	1,066,948	23,777,815	2,128,236
15	2,128,236	1,848,471	279,765	290,560	10,795	279,765	-
16	-	-	-	-	-	-	-
17	-	-	-	-	-	-	-
18	-	-	-	-	-	-	-
19	-	-	-	-	-	-	-
20	-	-	-	-	-	-	-
<b>Total</b>		\$ 27,259,467		\$ 412,265,528	\$ 163,551,994	\$ 248,713,533	

Note: Results may be slightly off due to rounding

Note that annual payments include UAAL contributions from both the employer and the employees.

Appendix F  
**Sonoma County Employees' Retirement Association**  
**Unfunded Actuarial Accrued Liability Amortization Schedule**

**Schedule 4 - B**  
**Assuming \$3 Million Prepayments Applied to the Longest Outstanding UAAL Amortization Layer**  
**Safety County Members**

(Based on December 31, 2016 Valuation)

Annual Interest Rate: 7.25%

Annual Payroll Inflation: 3.50%

Year	Beginning of Year Balance	Prepayment Amount	Beginning of Year Balance After Prepayment	Annual Payment	Interest Paid	Principal Paid	End of Year Balance
1	\$ 97,701,000	\$ -	\$ 97,701,000	\$ 8,968,968	\$ 6,790,443	\$ 2,178,525	\$ 95,522,475
2	95,522,475	716,861	94,805,614	9,229,918	6,572,012	2,657,906	92,147,708
3	92,147,708	716,861	91,430,847	9,497,946	6,318,600	3,179,346	88,251,501
4	88,251,501	716,861	87,534,640	9,773,021	6,027,137	3,745,884	83,788,756
5	83,788,756	1,074,663	82,714,093	10,021,297	5,669,578	4,351,719	78,362,374
6	78,362,374	1,151,529	77,210,845	10,265,403	5,262,543	5,002,860	72,207,985
7	72,207,985	1,151,529	71,056,456	10,511,843	4,808,346	5,703,497	65,352,959
8	65,352,959	1,151,529	64,201,430	10,759,465	4,303,283	6,456,182	57,745,248
9	57,745,248	1,151,529	56,593,719	11,006,946	3,743,624	7,263,322	49,330,397
10	49,330,397	1,151,529	48,178,868	11,252,539	3,125,514	8,127,025	40,051,843
11	40,051,843	1,151,529	38,900,314	11,493,822	2,444,955	9,048,867	29,851,447
12	29,851,447	1,151,529	28,699,918	11,112,810	1,717,867	9,394,943	19,304,975
13	19,304,975	1,151,529	18,153,446	9,209,843	1,015,381	8,194,462	9,958,984
14	9,958,984	1,151,529	8,807,455	7,831,136	382,839	7,448,297	1,359,158
15	1,359,158	1,151,529	207,629	215,641	8,012	207,629	-
16	-	-	-	-	-	-	-
17	-	-	-	-	-	-	-
18	-	-	-	-	-	-	-
19	-	-	-	-	-	-	-
20	-	-	-	-	-	-	-
<b>Total</b>		\$ 14,740,533		\$ 141,150,598	\$ 58,190,131	\$ 82,960,467	

Note: Results may be slightly off due to rounding

Note that annual payments include UAAL contributions from both the employer and the employees.

Appendix F  
**Sonoma County Employees' Retirement Association**  
**Unfunded Actuarial Accrued Liability Amortization Schedule**

**Schedule 4 - C**  
**Assuming \$3 Million Prepayments Applied to the Longest Outstanding UAAL Amortization Layer**  
**County General and Safety Members Combined**  
**(Based on December 31, 2016 Valuation)**

Annual Interest Rate: 7.25%  
Annual Payroll Inflation: 3.50%

Year	Beginning of Year Balance	Prepayment Amount	Beginning of Year Balance After Prepayment	Annual Payment	Interest Paid	Principal Paid	End of Year Balance
1	\$ 373,674,000	\$ -	\$ 373,674,000	\$ 34,745,470	\$ 25,956,755	\$ 8,788,715	\$ 364,885,285
2	364,885,285	3,000,000	361,885,285	35,739,945	25,069,651	10,670,294	351,214,991
3	351,214,991	3,000,000	348,214,991	36,760,521	24,045,208	12,715,313	335,499,678
4	335,499,678	3,000,000	332,499,678	37,807,213	22,871,732	14,935,481	317,564,197
5	317,564,197	3,000,000	314,564,197	38,869,389	21,536,817	17,332,572	297,231,625
6	297,231,625	3,000,000	294,231,625	39,951,915	20,027,068	19,924,847	274,306,778
7	274,306,778	3,000,000	271,306,778	41,056,289	18,329,123	22,727,166	248,579,612
8	248,579,612	3,000,000	245,579,612	42,179,860	16,427,235	25,752,625	219,826,987
9	219,826,987	3,000,000	216,826,987	43,319,825	14,305,404	29,014,421	187,812,566
10	187,812,566	3,000,000	184,812,566	44,472,155	11,946,653	32,525,502	152,287,064
11	152,287,064	3,000,000	149,287,064	45,631,287	9,333,293	36,297,994	112,989,070
12	112,989,070	3,000,000	109,989,070	43,835,813	6,542,765	37,293,048	72,696,022
13	72,696,022	3,000,000	69,696,022	35,864,344	3,881,828	31,982,516	37,713,506
14	37,713,506	3,000,000	34,713,506	32,675,899	1,449,787	31,226,112	3,487,394
15	3,487,394	3,000,000	487,394	506,201	18,807	487,394	-
16	-	-	-	-	-	-	-
17	-	-	-	-	-	-	-
18	-	-	-	-	-	-	-
19	-	-	-	-	-	-	-
20	-	-	-	-	-	-	-
<b>Total</b>		<b>\$ 42,000,000</b>		<b>\$ 553,416,126</b>	<b>\$ 221,742,126</b>	<b>\$ 331,674,000</b>	

Note: Results may be slightly off due to rounding

Note that annual payments include UAAL contributions from both the employer and the employees.

**Appendix G**  
**County of Sonoma - UAAL Prepayment Breakeven Analysis**

Year	UAAL Principal			UAAL Interest			Annual Savings	Cumulative Savings	Annual UAAL Prepay Cost	Cumulative UAAL Prepay Cost	Breakeven (Cost) / Savings
	Status Quo Principal	\$3M Annual UAAL Prepay Longest Layer Principal	Annual Principal Savingsx	Status Quo Interest	\$3M Annual UAAL Prepay Longest Layer Interest	Annual Interest Savings					
1	8,788,715	8,788,715		25,956,755	25,956,755						
2	10,681,699	10,670,294	11,405	25,279,912	25,069,651	210,261	221,666	221,666	(3,000,000)	(3,000,000)	(2,778,334)
3	12,755,879	12,715,313	40,566	24,464,368	24,045,208	419,160	459,726	681,392	(3,000,000)	(6,000,000)	(5,318,608)
4	15,025,928	14,935,481	90,447	23,497,092	22,871,732	625,360	715,807	1,397,199	(3,000,000)	(9,000,000)	(7,602,801)
5	17,507,637	17,332,572	175,065	22,363,770	21,536,817	826,953	1,002,018	2,399,217	(3,000,000)	(12,000,000)	(9,600,783)
6	20,218,001	19,924,847	293,154	21,048,620	20,027,068	1,021,552	1,314,706	3,713,923	(3,000,000)	(15,000,000)	(11,286,077)
7	23,175,312	22,727,166	448,146	19,535,809	18,329,123	1,206,686	1,654,832	5,368,755	(3,000,000)	(18,000,000)	(12,631,245)
8	26,399,224	25,752,625	646,599	17,806,819	16,427,235	1,379,584	2,026,183	7,394,938	(3,000,000)	(21,000,000)	(13,605,062)
9	29,910,896	29,014,421	896,475	15,842,306	14,305,404	1,536,902	2,433,377	9,828,315	(3,000,000)	(24,000,000)	(14,171,685)
10	33,733,092	32,525,502	1,207,590	13,621,395	11,946,653	1,674,742	2,882,332	12,710,647	(3,000,000)	(27,000,000)	(14,289,353)
11	37,890,271	36,297,994	1,592,277	11,121,718	9,333,293	1,788,425	3,380,702	16,091,349	(3,000,000)	(30,000,000)	(13,908,651)
12	39,359,480	37,293,048	2,066,432	8,415,034	6,542,765	1,872,269	3,938,701	20,030,050	(3,000,000)	(33,000,000)	(12,969,950)
13	34,633,765	31,982,516	2,651,249	5,801,133	3,881,828	1,919,305	4,570,554	24,600,604	(3,000,000)	(36,000,000)	(11,399,396)
14	34,602,342	31,226,112	3,376,230	3,370,668	1,449,787	1,920,881	5,297,111	29,897,715	(3,000,000)	(39,000,000)	(9,102,285)
15	21,429,458	487,394	20,942,064	1,357,825	18,807	1,339,018	22,281,082	52,178,797	(3,000,000)	(42,000,000)	10,178,797
16	4,792,614		4,792,614	379,380		379,380	5,171,994	57,350,791		(42,000,000)	15,350,791
17	(992,600)		(992,600)	225,832		225,832	(766,768)	56,584,023		(42,000,000)	14,584,023
18	(206,750)		(206,750)	270,684		270,684	63,934	56,647,957		(42,000,000)	14,647,957
19	3,666,364		3,666,364	162,720		162,720	3,829,084	60,477,041		(42,000,000)	18,477,041
20	302,673		302,673	11,679		11,679	314,352	60,791,393		(42,000,000)	18,791,393
<b>Total</b>	<b>373,674,000</b>	<b>331,674,000</b>	<b>42,000,000</b>	<b>240,533,519</b>	<b>221,742,126</b>	<b>18,791,393</b>	<b>60,791,393</b>		<b>(42,000,000)</b>		

\*All data presented above from Segal's UAAL prepayment scenarios (Appendix E).

**Appendix H**  
**Sonoma County Pension Obligation Bond Payment Schedule**

Fiscal Year	1993 Principal	1993 Interest	1993 Total	2003A Principal	2003A Interest	2003A Total	2003B Principal	2003B Interest	2003B Total	2010 Principal	2010 Interest	2010 Total	Grand Total
1994	-	4,219,588	4,219,588	-	-	-	-	-	-	-	-	-	4,219,588
1995	-	6,329,381	6,329,381	-	-	-	-	-	-	-	-	-	6,329,381
1996	70,000	6,329,381	6,599,381	-	-	-	-	-	-	-	-	-	6,599,381
1997	600,000	6,316,691	6,916,691	-	-	-	-	-	-	-	-	-	6,916,691
1998	960,000	6,286,691	7,246,691	-	-	-	-	-	-	-	-	-	7,246,691
1999	1,360,000	6,236,291	7,596,291	-	-	-	-	-	-	-	-	-	7,596,291
000	1,800,000	6,162,851	7,962,851	-	-	-	-	-	-	-	-	-	7,962,851
001	,285,000	6,062,051	8,347,051	-	-	-	-	-	-	-	-	-	8,347,051
002	,825,000	5,930,664	8,755,664	-	-	-	-	-	-	-	-	-	8,755,664
003	3,415,000	5,763,989	9,178,989	-	-	-	-	-	-	-	-	-	9,178,989
004	4,065,000	5,557,381	9,622,381	-	9,646,318	9,646,318	-	985,600	985,600	-	-	-	0,254,299
005	4,805,000	5,288,075	10,093,075	1,690,000	9,553,499	11,243,499	-	1,075,200	1,075,200	-	-	-	,411,774
006	5,615,000	4,969,744	10,584,744	,375,000	9,517,245	11,892,245	-	1,075,200	1,075,200	-	-	-	3,552,189
007	6,500,000	4,597,750	11,097,750	3,110,000	9,456,303	12,566,303	-	1,075,200	1,075,200	-	-	-	4,739,253
008	7,475,000	4,167,125	11,642,125	3,910,000	9,362,603	13,272,603	-	1,075,200	1,075,200	-	-	-	5,989,928
009	8,535,000	3,671,906	12,206,906	4,780,000	9,292,254	14,009,254	-	1,075,200	1,075,200	-	-	-	7,291,360
010	9,700,000	3,106,463	12,806,463	5,730,000	9,051,830	14,781,830	-	1,075,200	1,075,200	-	-	-	8,663,492
011	10,970,000	,463,838	13,433,838	6,760,000	8,824,077	15,584,077	-	1,075,200	1,075,200	,945,000	12,260,098	15,205,098	45,298,212
012	12,355,000	1,737,075	14,092,075	7,880,000	8,538,319	16,418,319	-	1,075,200	1,075,200	-	16,341,349	16,341,349	47,926,943
013	13,865,000	918,556	14,783,556	9,100,000	8,188,770	17,288,770	-	1,075,200	1,075,200	-	16,341,349	16,341,349	49,488,875
014	-	-	-	10,430,000	7,771,406	18,201,406	-	1,075,200	1,075,200	,660,000	16,313,180	18,973,180	38,249,785
015	-	-	-	11,865,000	7,282,786	19,147,786	-	1,075,200	1,075,200	3,735,000	16,237,314	19,972,314	40,195,300
016	-	-	-	13,420,000	6,716,014	20,136,014	-	1,075,200	1,075,200	4,895,000	16,118,543	20,013,543	42,247,564
017	-	-	-	15,105,000	6,062,370	21,167,370	-	1,075,200	1,075,200	5,960,000	15,943,048	19,903,048	44,145,618
018	-	-	-	16,925,000	5,318,337	22,243,337	-	1,075,200	1,075,200	7,335,000	15,699,117	20,034,117	46,352,654
019	-	-	-	18,915,000	4,444,489	23,359,489	-	1,075,200	1,075,200	8,640,000	15,374,753	20,014,753	48,449,442
020	-	-	-	21,000,000	3,430,109	24,430,109	-	1,075,200	1,075,200	9,855,000	14,894,250	20,749,250	50,354,559
021	-	-	-	23,250,000	,300,766	23,550,766	-	1,075,200	1,075,200	11,275,000	14,260,350	20,535,350	52,361,316
022	-	-	-	25,700,000	1,047,969	26,747,969	-	1,075,200	1,075,200	12,840,000	13,536,900	20,376,900	54,470,069
023	-	-	-	28,300,000	194,815	28,494,815	1,000,000	537,600	1,537,600	14,250,000	12,724,200	26,974,200	56,391,615
024	-	-	-	-	-	-	-	-	-	1,065,000	11,664,750	12,729,750	32,729,750
025	-	-	-	-	-	-	-	-	-	3,935,000	10,314,750	14,249,750	34,249,750
026	-	-	-	-	-	-	-	-	-	7,045,000	8,785,350	15,830,350	35,830,350
027	-	-	-	-	-	-	-	-	-	30,420,000	7,061,400	37,481,400	37,481,400
028	-	-	-	-	-	-	-	-	-	34,075,000	5,126,550	39,201,550	39,201,550
029	-	-	-	-	-	-	-	-	-	38,030,000	,963,400	39,993,400	40,993,400
030	-	-	-	-	-	-	-	-	-	30,375,000	911,250	31,286,250	31,286,250
<b>Total</b>	<b>97,400,000</b>	<b>96,115,491</b>	<b>193,515,491</b>	<b>210,200,000</b>	<b>135,937,276</b>	<b>346,137,276</b>	<b>21,000,000</b>	<b>20,876,800</b>	<b>41,876,800</b>	<b>289,335,000</b>	<b>242,871,900</b>	<b>532,206,900</b>	<b>1,113,736,468</b>

Sonoma County

Make-Whole Call Analysis for County of Sonoma Taxable Pension Obligation Bonds, Series 2010A

Column:	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R
	Existing Series 2010A POB Debt Service																	
Payment Period	Principal <sup>1</sup>	Coupon Rate	2018 Maturity Interest	2019 Sink Fnd Interest	2020 Sink Fnd Interest	2021 Sink Fnd Interest	2022 Sink Fnd Interest	2023 Maturity Interest	2024 Maturity Interest	2025 Maturity Interest	2026 Maturity Interest	2027 Maturity Interest	2028 Maturity Interest	2029 Maturity Interest	Total Interest	Accrued Interest	Remaining Prmts Less Acc. Int.	
12/1/2017																		
6/1/2018	0.00		184,852.80	295,650.00	338,250.00	385,200.00	427,500.00	631,950.00	718,050.00	811,350.00	912,600.00	1,022,250.00	1,140,900.00	911,250.00	7,779,802.80	0.00	7,779,802.80	
12/1/2018	8,640,000.00	4.279%	184,852.80	295,650.00	338,250.00	385,200.00	427,500.00	631,950.00	718,050.00	811,350.00	912,600.00	1,022,250.00	1,140,900.00	911,250.00	7,779,802.80		16,419,802.80	
6/1/2019	0.00			295,650.00	338,250.00	385,200.00	427,500.00	631,950.00	718,050.00	811,350.00	912,600.00	1,022,250.00	1,140,900.00	911,250.00	7,594,950.00		7,594,950.00	
12/1/2019	9,855,000.00	6.000%		295,650.00	338,250.00	385,200.00	427,500.00	631,950.00	718,050.00	811,350.00	912,600.00	1,022,250.00	1,140,900.00	911,250.00	7,594,950.00		17,449,950.00	
6/1/2020	0.00				338,250.00	385,200.00	427,500.00	631,950.00	718,050.00	811,350.00	912,600.00	1,022,250.00	1,140,900.00	911,250.00	7,299,300.00		7,299,300.00	
12/1/2020	11,275,000.00	6.000%			338,250.00	385,200.00	427,500.00	631,950.00	718,050.00	811,350.00	912,600.00	1,022,250.00	1,140,900.00	911,250.00	7,299,300.00		18,574,300.00	
6/1/2021	0.00					385,200.00	427,500.00	631,950.00	718,050.00	811,350.00	912,600.00	1,022,250.00	1,140,900.00	911,250.00	6,961,050.00		6,961,050.00	
12/1/2021	12,840,000.00	6.000%				385,200.00	427,500.00	631,950.00	718,050.00	811,350.00	912,600.00	1,022,250.00	1,140,900.00	911,250.00	6,961,050.00		19,801,050.00	
6/1/2022	0.00						427,500.00	631,950.00	718,050.00	811,350.00	912,600.00	1,022,250.00	1,140,900.00	911,250.00	6,575,850.00		6,575,850.00	
12/1/2022	14,250,000.00	6.000%					427,500.00	631,950.00	718,050.00	811,350.00	912,600.00	1,022,250.00	1,140,900.00	911,250.00	6,575,850.00		20,825,850.00	
6/1/2023	0.00							631,950.00	718,050.00	811,350.00	912,600.00	1,022,250.00	1,140,900.00	911,250.00	6,148,350.00		6,148,350.00	
12/1/2023	21,065,000.00	6.000%						631,950.00	718,050.00	811,350.00	912,600.00	1,022,250.00	1,140,900.00	911,250.00	6,148,350.00		27,213,350.00	
6/1/2024	0.00								718,050.00	811,350.00	912,600.00	1,022,250.00	1,140,900.00	911,250.00	5,516,400.00		5,516,400.00	
12/1/2024	23,935,000.00	6.000%							718,050.00	811,350.00	912,600.00	1,022,250.00	1,140,900.00	911,250.00	5,516,400.00		29,451,400.00	
6/1/2025	0.00									811,350.00	912,600.00	1,022,250.00	1,140,900.00	911,250.00	4,798,350.00		4,798,350.00	
12/1/2025	27,045,000.00	6.000%								811,350.00	912,600.00	1,022,250.00	1,140,900.00	911,250.00	4,798,350.00		31,843,350.00	
6/1/2026	0.00										912,600.00	1,022,250.00	1,140,900.00	911,250.00	3,987,000.00		3,987,000.00	
12/1/2026	30,420,000.00	6.000%									912,600.00	1,022,250.00	1,140,900.00	911,250.00	3,987,000.00		34,407,000.00	
6/1/2027	0.00											1,022,250.00	1,140,900.00	911,250.00	3,074,400.00		3,074,400.00	
12/1/2027	34,075,000.00	6.000%										1,022,250.00	1,140,900.00	911,250.00	3,074,400.00		37,149,400.00	
6/1/2028	0.00												1,140,900.00	911,250.00	2,052,150.00		2,052,150.00	
12/1/2028	38,030,000.00	6.000%											1,140,900.00	911,250.00	2,052,150.00		40,082,150.00	
6/1/2029	0.00													911,250.00	911,250.00		911,250.00	
12/1/2029	30,375,000.00	6.000%												911,250.00	911,250.00		31,286,250.00	
Total:	\$261,805,000.00														\$125,397,705.60		\$387,202,705.60	

Calculation of Make-Whole Call

(1.) Remaining Outstanding Principal as of 12/1/2017: \$261,805,000  
 (2.) Sum of Present Values of Scheduled Payments: \$321,736,037

Greater of (1.) or (2.) above):<sup>4</sup> \$321,736,037  
 Accrued Interest: \$0  
 Make Whole Price: **\$321,736,037**  
 Effective Make Whole Call Premium (\$): \$59,931,037  
 Effective Make Whole Call Premium (%): 22.9%

Escrow Cost Defeasance to Maturity (Cash):<sup>5</sup> \$387,202,706  
 Cost of Cash Defeasance over Make Whole Call: \$65,466,669

Escrow Cost Defeasance to Maturity (SLGS):<sup>6</sup> \$333,559,963  
 Cost of SLGS Defeasance over Make Whole Call: \$11,823,926

1. Principal due 2019-2029 are sinking fund payments for the 2029 term bond.  
 2. Assumes call date of: 12/1/2017  
 3. Constant maturity treasury yields as of October 4, 2017.  
 4. Make whole price subject to change, based on changes in the constant maturity United States Treasury securities.  
 5. Calculated as sum of total outstanding principal and interest (column B + column P).  
 6. Based upon SLGS rates as of October 4, 2017.

Sonoma County

Make-Whole Call Analysis for County of Sonoma Taxable Pension Obligation Bonds, Series 2010A

S	T	U	V	W	X	Y	Z	AA	BB	CC	DD	EE	FF	GG	HH	II	JJ	KK	LL
Present Value Calculation																			
Payment Period	Term (Years) <sup>2</sup>	Remaining Yrs to Maturity	Benchmark Treasury	Treasury Yield <sup>1</sup>	Plus 40 bps Spread	Principal Present Value	2018 Int PV	2019 Int PV	2020 Int PV	2021 Int PV	2022 Int PV	2023 Int PV	2024 Int PV	2025 Int PV	2026 Int PV	2027 Int PV	2028 Int PV	2029 Int PV	Total PV
12/1/2017																			
6/1/2018	0.50	0.50	1-year	1.31%	1.71%	0.00	183,285.71	291,654.34	333,678.60	379,994.08	421,722.40	623,409.29	708,345.66	800,384.73	900,266.35	1,008,434.45	1,125,480.91	898,934.60	7,675,591.12
12/1/2018	1.00	1.00	1-year	1.31%	1.71%	8,494,129.44	181,731.90	287,712.67	329,168.99	374,858.52	416,022.89	614,984.01	698,772.48	789,567.65	888,099.39	994,805.61	1,110,270.21	886,785.63	16,066,909.40
6/1/2019	1.50	12.00	10-year	2.34%	2.74%	0.00		283,824.28	324,720.32	369,792.36	410,400.40	606,672.60	689,328.68	778,896.77	876,096.86	981,360.97	1,095,265.08	874,800.86	7,291,159.18
12/1/2019	2.00	12.00	10-year	2.34%	2.74%	9,332,947.93		279,988.44	320,331.77	364,794.68	404,853.91	598,473.51	680,012.51	768,370.10	864,256.55	968,098.02	1,080,462.74	862,978.06	16,525,568.20
6/1/2020	2.50	12.00	10-year	2.34%	2.74%	0.00		316,002.54	359,864.53	399,382.37	590,385.23	670,822.24	757,985.69	852,576.25	955,014.33	1,065,860.45	851,315.05	6,819,208.68	
12/1/2020	3.00	12.00	10-year	2.34%	2.74%	10,391,060.46			311,731.81	355,001.02	393,984.78	582,406.27	661,756.18	747,741.63	841,053.82	942,107.45	1,051,455.51	839,809.65	17,118,108.58
6/1/2021	3.50	12.00	10-year	2.34%	2.74%	0.00			350,203.23	388,660.13	574,535.14	652,812.65	737,636.02	829,687.10	929,375.02	1,037,245.25	828,459.75	6,328,614.29	
12/1/2021	4.00	12.00	10-year	2.34%	2.74%	11,515,676.38				345,470.29	383,407.45	566,770.38	643,989.99	727,666.98	818,474.01	916,814.66	1,023,227.04	817,263.25	17,758,760.43
6/1/2022	4.50	12.00	10-year	2.34%	2.74%	0.00					378,225.76	559,110.57	635,286.56	717,832.67	807,412.46	904,424.05	1,009,398.28	806,218.06	5,817,908.41
12/1/2022	5.00	12.00	10-year	2.34%	2.74%	12,437,136.46					373,114.09	551,554.27	626,700.76	708,131.27	796,500.40	892,200.89	995,756.42	795,322.15	18,176,416.72
6/1/2023	5.50	12.00	10-year	2.34%	2.74%	0.00						544,100.10	618,231.00	698,560.99	785,735.82	880,142.94	982,298.92	784,573.49	5,293,643.26
12/1/2023	6.00	12.00	10-year	2.34%	2.74%	17,891,555.73						536,746.67	609,875.70	689,120.04	775,116.72	868,247.94	969,023.31	773,970.10	23,113,656.21
6/1/2024	6.50	12.00	10-year	2.34%	2.74%	0.00							601,633.32	679,806.69	764,641.14	856,513.70	955,927.10	763,510.01	4,622,031.97
12/1/2024	7.00	12.00	10-year	2.34%	2.74%	19,783,411.33							593,502.34	670,619.21	754,307.13	844,938.05	943,007.90	753,191.29	24,342,977.25
6/1/2025	7.50	12.00	10-year	2.34%	2.74%	0.00								661,555.89	744,112.79	833,518.84	930,263.29	743,012.03	3,912,462.84
12/1/2025	8.00	12.00	10-year	2.34%	2.74%	21,753,835.59								652,615.07	734,056.22	822,253.96	917,690.92	732,970.33	25,613,422.09
6/1/2026	8.50	12.00	10-year	2.34%	2.74%	0.00									724,135.56	811,141.33	905,288.47	723,064.35	3,163,629.71
12/1/2026	9.00	12.00	10-year	2.34%	2.74%	23,811,632.59									714,348.98	800,178.88	893,053.64	713,292.25	26,932,506.33
6/1/2027	9.50	12.00	10-year	2.34%	2.74%	0.00										789,364.58	880,984.15	703,652.21	2,374,000.95
12/1/2027	10.00	12.00	10-year	2.34%	2.74%	25,956,548.01										778,696.44	869,077.79	694,142.46	28,298,464.70
6/1/2028	10.50	12.00	10-year	2.34%	2.74%	0.00											857,332.33	684,761.23	1,542,093.57
12/1/2028	11.00	12.00	10-year	2.34%	2.74%	28,191,520.66											845,745.62	675,506.79	29,712,773.07
6/1/2029	11.50	12.00	10-year	2.34%	2.74%	0.00												666,377.42	666,377.42
12/1/2029	12.00	12.00	10-year	2.34%	2.74%	21,912,381.01												657,371.43	22,569,752.44
																			\$321,736,036.82





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August 17, 2018

Ms. Julie Wyne  
Retirement Administrator  
Sonoma County Employees' Retirement Association  
433 Aviation Boulevard, Suite 100  
Santa Rosa, CA 94503-1069

**Re: Sonoma County Employees' Retirement Association (SCERA)  
Illustrations of the Employer Contribution Rates, Employee Contribution Rates and  
UAAL for County Members Only**

Dear Julie:

Enclosed please find two scenarios of valuation projections for the County members only. Each scenario shows our projections of the employer aggregate contribution rates and amounts, average employee contribution rates and amounts, and Unfunded Actuarial Accrued Liabilities (UAAL) from December 31, 2016 to December 31, 2035. These results have been prepared using the results from the December 31, 2016 valuation.

Each scenario assumes a baseline market return of 7.25% for all years, starting with 2017. The scenarios are as follows:

- Scenario A: Baseline projection assumes employees' existing supplemental contributions of 3.00% for Safety and 3.03% for General towards the UAAL will end on June 30, 2023 for Safety Members and June 30, 2024 for General Members. ("With Employee UAAL Contribution Sunset")
- Scenario B: Assumes employees' existing supplemental contributions of 3.00% for Safety and 3.03% for General towards the UAAL will continue indefinitely. ("Without Employee UAAL Contribution Sunset")

## **Results**

As of December 31, 2016, the total UAAL for SCERA calculated using the Actuarial Value of Assets was \$408 million. A portion of this amount was allocated to each employer as shown on pages 68-72 of our December 31, 2016 valuation. The UAAL for the County was determined by adding up the amortization layers applicable to the County only; that amount was \$374 million.

Note that the primary purpose for preparing this illustration is to reflect future changes in the employer contribution rates due to: (1) the deferred recognition of investment gains (or losses), (2) the contribution rate impact due to the 18-month delay between the date of the valuation and the date of the rate implementation, (3) the lower normal cost under the CalPEPRA benefit plans and (4) the impact with and without the sunsets<sup>1</sup> of the additional 3.03% and 3.00% member contributions from General County and Safety County members, respectively.

As of December 31, 2016, there were \$15.7 million in total net deferred investment gains (which was calculated as the difference between the Market Value of Assets and Actuarial Value of Assets), of which an estimated \$14.9 million in net deferred investment gains would be allocated to the County based on projected payroll as estimated in our December 31, 2016 valuation report for calendar year 2017. In this letter, we have projected the change in the employer's contribution rate in the next several years as those net deferred investment gains are recognized as part of the Board's asset smoothing method, assuming again that the Association earns an annual return of 7.25% on a market value basis beginning with January 1, 2017. This is similar to the Baseline or Scenario #2 in our illustrations dated April 24, 2017 prepared for all the employers at SCERA.

Due to a reduction in the level of benefits, the employer's normal costs under the CalPEPRA plans are lower than those under the Legacy plans. The future employer aggregate normal cost rates calculated to include both the Legacy and the CalPEPRA plans are projected to decrease as members in the Legacy plans are gradually replaced by members in the CalPEPRA plans. In addition to the CalPEPRA members reported in the December 31, 2016 valuation, we have estimated the potential employer normal cost savings by assuming that the payroll for the CalPEPRA plans can be modeled as follows: (1) projecting the total \$338,195,000 December 31, 2016 combined County General and Safety payroll using the 3.5% annual increase used in the valuation to predict annual wage growth for amortizing the UAAL and (2) subtracting the projected closed group payroll for the County Legacy plans according to the assumptions used in the December 31, 2016 valuation to anticipate termination, retirement (both service and disability) and other exits from active employment.

Since we completed the last valuation as of December 31, 2015, active members represented by some of the bargaining groups have agreed to pay additional employee normal cost contributions that are above those determined under the 1937 Act CERL, as permitted under CalPEPRA. As the specific amount of those higher contributions (some of which have been paid starting in the 2016/2017 fiscal year) are dependent on the specific bargaining agreements, we have continued to include only the minimum member contribution rates in these illustrations. (This is consistent with the assumption we used in preparing our earlier illustration dated April 24, 2017.)

As a result of CalPEPRA, the employer is required to continue to contribute the normal cost even after the Association is expected to be over 100% funded, at least until the funded percentage exceeds 120%. This is shown in the projections where the contributions are equal to the normal

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<sup>1</sup> As directed by SCERA, in Scenario A we have used a sunset date of June 30, 2024 for General County members and have used a sunset date of June 30, 2023 for Safety County members to estimate the actual sunset date, which is the last pay period in June 2023.

cost once the Association is expected to be over 100% funded. This statutory requirement overrides the Association's funding policy provision that would amortize surplus over a 30-year period. Furthermore, based on the request from the County, we have also assumed that the 3.03%/3.00% member contributions would continue to be paid by the employees even after SCERA would be over 100% funded.

Also, there was an increase in the employer rate for the December 31, 2015 valuation<sup>2</sup> as a result of the assumption changes adopted by the Board. According to the Association's Actuarial Funding Policy that was last reviewed on June 18, 2015, a change greater than 2.00% of payroll due to assumption changes should be phased-in over a period of two years. Since this phase-in adjustment is made by the staff, the rates shown in the projection have not been adjusted for the phase-in.

### Other Considerations

Projections, by their nature, are not a guarantee of future results. The modeling projections are intended to serve as estimates of future financial outcomes that are based on the information available to us at the time the modeling is undertaken and completed, and the agreed-upon assumptions and methodologies described herein. Emerging results may differ significantly if the actual experience proves to be different from these assumptions or if alternative methodologies are used. Actual experience may differ due to such variables as demographic experience, the economy, stock market performance, and the regulatory environment.

The projections are based on the actuarial assumptions and census data used in our December 31, 2016 valuation report for the Association. Future experience is expected to follow all of the assumptions, except as noted above. This study was prepared under the supervision of Andy Yeung, ASA, MAAA, FCA, EA.

Please let us know if you have any questions.

Sincerely,



Paul Angelo, FSA, MAAA, FCA, EA  
Senior Vice President and Actuary



Andy Yeung, ASA, MAAA, FCA, EA  
Vice President and Actuary

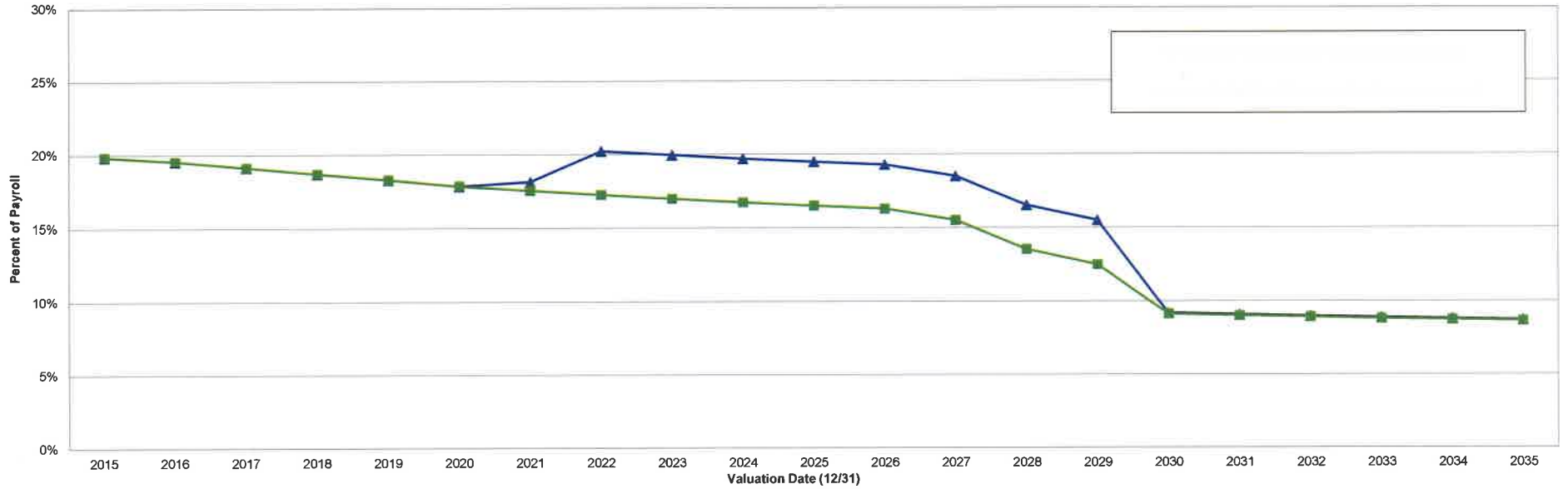
EK/gxk  
Enclosures

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<sup>2</sup> The employer rate approved in the December 31, 2015 valuation will be implemented in fiscal year 2017/2018.

### Exhibit 1: Projected Employer Rates

(Before Reflecting Phase-in of the Contribution Rate Impact of the Assumption Changes from the December 31, 2015 valuation or Additional Employee Normal Cost Contributions)



Based on 12/31/2016 Projection

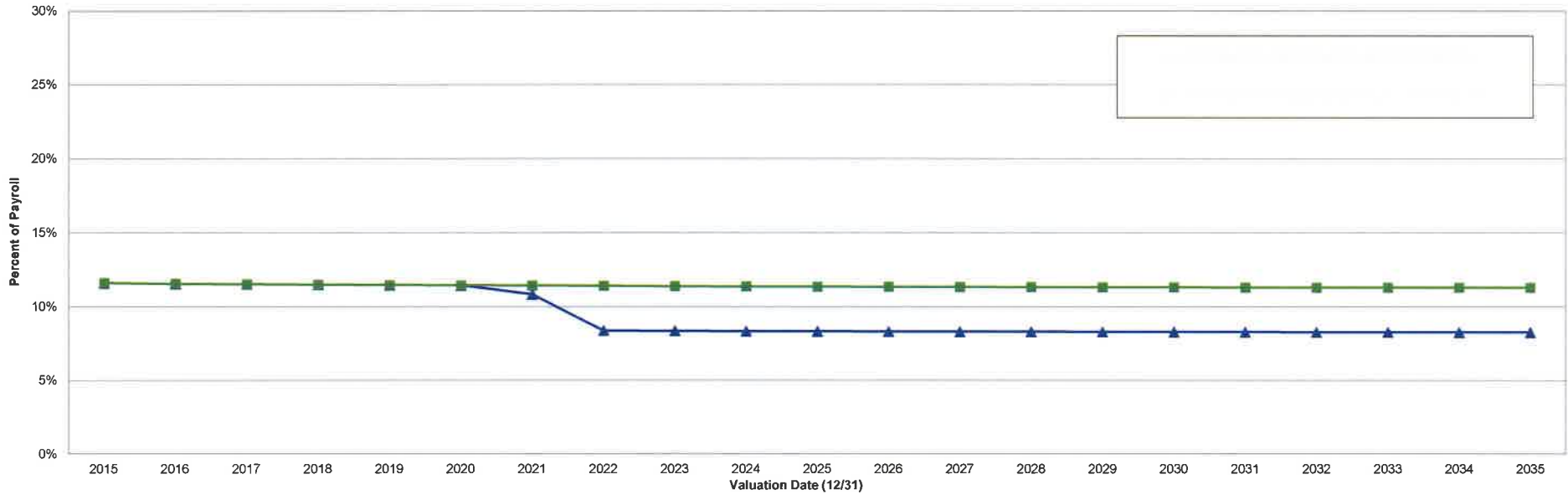
Valuation Date (12/31)	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Scenario A: With Employee UAAL Contributions Sunset	19.8%	19.6%	19.1%	18.7%	18.3%	17.9%	18.1%	20.2%	20.0%	19.7%	19.5%	19.3%	18.5%	16.5%	15.5%	9.2%	9.1%	9.0%	8.9%	8.8%	8.7%
Scenario B: Without Employee UAAL Contributions Sunset	19.8%	19.6%	19.1%	18.7%	18.3%	17.9%	17.6%	17.3%	17.0%	16.7%	16.5%	16.3%	15.5%	13.5%	12.5%	9.1%	9.0%	8.9%	8.8%	8.7%	8.7%

Employer Contribution Amounts* for Plan Year Ending (12/31)	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
Scenario A: With Employee UAAL Contributions Sunset	\$ 65.1	\$ 68.9	\$ 70.0	\$ 70.9	\$ 71.7	\$ 72.6	\$ 74.8	\$ 82.5	\$ 89.5	\$ 91.4	\$ 93.5	\$ 95.7	\$ 96.5	\$ 92.6	\$ 87.6	\$ 69.8	\$ 53.5	\$ 54.7	\$ 55.9	\$ 57.3	\$ 58.8
Scenario B: Without Employee UAAL Contributions Sunset	\$ 65.1	\$ 68.9	\$ 70.0	\$ 70.9	\$ 71.7	\$ 72.6	\$ 73.6	\$ 74.9	\$ 76.3	\$ 77.7	\$ 79.3	\$ 81.0	\$ 81.2	\$ 76.8	\$ 71.2	\$ 61.2	\$ 53.2	\$ 54.4	\$ 55.7	\$ 57.0	\$ 58.5

\* Dollars are shown in millions. The contribution amounts reflect the 18-month delay between rate calculation and rate implementation. We have also used projected payrolls for the corresponding calendar years.

**Exhibit 2: Projected Employee Rates**  
(Before Reflecting Additional Employee Normal Cost Contributions)



Based on 12/31/2016 Projection

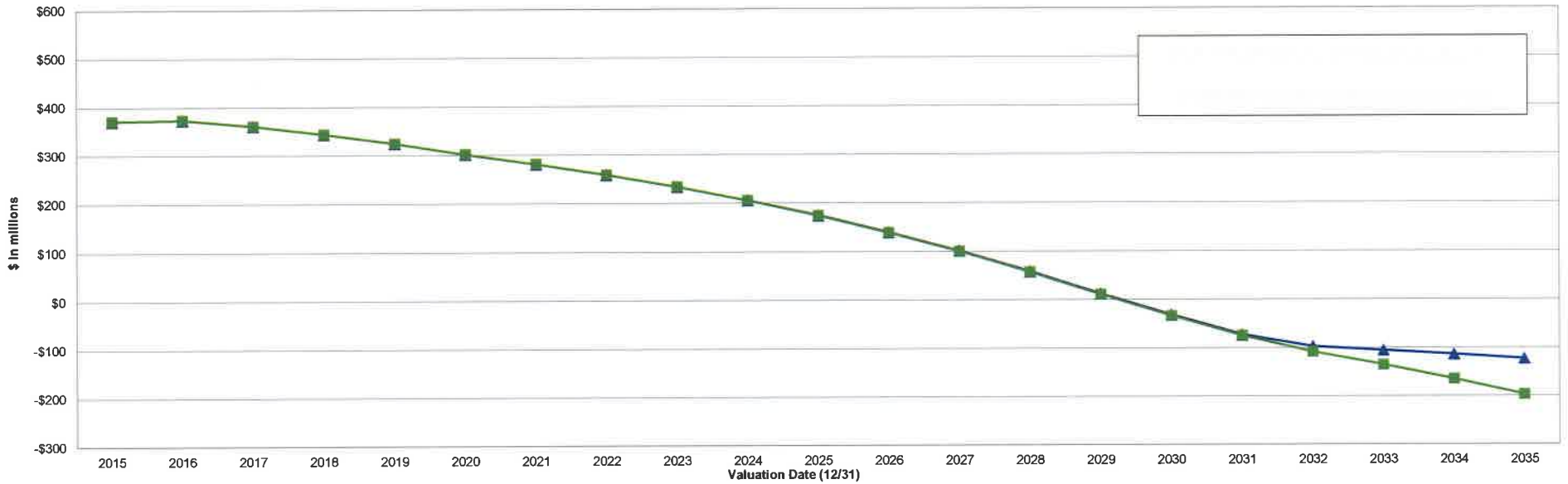
Valuation Date (12/31)	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Scenario A: With Employee UAAL Contributions Sunset	11.6%	11.5%	11.5%	11.5%	11.5%	11.4%	10.8%	8.4%	8.4%	8.3%	8.3%	8.3%	8.3%	8.3%	8.3%	8.3%	8.3%	8.3%	8.3%	8.3%	8.3%
Scenario B: Without Employee UAAL Contributions Sunset	11.6%	11.5%	11.5%	11.5%	11.5%	11.4%	11.4%	11.4%	11.4%	11.4%	11.4%	11.3%	11.3%	11.3%	11.3%	11.3%	11.3%	11.3%	11.3%	11.3%	11.3%

Employee Contribution Amounts* for Plan Year Ending (12/31)	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
Scenario A: With Employee UAAL Contributions Sunset	\$ 39.5	\$ 40.5	\$ 41.8	\$ 43.1	\$ 44.5	\$ 46.0	\$ 46.3	\$ 41.3	\$ 37.3	\$ 38.5	\$ 39.8	\$ 41.1	\$ 42.5	\$ 44.0	\$ 45.5	\$ 47.0	\$ 48.6	\$ 50.3	\$ 52.0	\$ 53.8	\$ 55.7
Scenario B: Without Employee UAAL Contributions Sunset	\$ 39.5	\$ 40.5	\$ 41.8	\$ 43.1	\$ 44.5	\$ 46.0	\$ 47.5	\$ 49.1	\$ 50.7	\$ 52.4	\$ 54.2	\$ 56.0	\$ 57.9	\$ 59.9	\$ 61.9	\$ 64.1	\$ 66.3	\$ 68.6	\$ 71.0	\$ 73.4	\$ 76.0

\* Dollars are shown in millions. The contribution amounts reflect the 18-month delay between rate calculation and rate implementation. We have also used projected payrolls for the corresponding calendar years.

**Exhibit 3: Projected UAAL**  
(Dollar Amounts in Millions)



Based on 12/31/2016 Projection

Valuation Date (12/31)	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Scenario A: With Employee UAAL Contributions Sunset	\$ 371	\$ 374	\$ 361	\$ 344	\$ 324	\$ 301	\$ 281	\$ 259	\$ 234	\$ 206	\$ 175	\$ 140	\$ 101	\$ 58	\$ 12	\$ (32)	\$ (73)	\$ (97)	\$ (105)	\$ (114)	\$ (123)
Scenario B: Without Employee UAAL Contributions Sunset	\$ 371	\$ 374	\$ 361	\$ 344	\$ 324	\$ 301	\$ 281	\$ 259	\$ 234	\$ 206	\$ 174	\$ 139	\$ 100	\$ 57	\$ 11	\$ (33)	\$ (75)	\$ (108)	\$ (135)	\$ (165)	\$ (197)



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August 17, 2018

Ms. Julie Wyne  
Retirement Administrator  
Sonoma County Employees' Retirement Association  
433 Aviation Boulevard, Suite 100  
Santa Rosa, CA 94503-1069

**Re: Sonoma County Employees' Retirement Association (SCERA)  
Illustrations of the Employer Contribution Rates, Employee Contribution Rates and  
UAAL for County Members Only Under Proposed Lower General Tier**

Dear Julie:

Enclosed please find three scenarios of valuation projections for the County members only. Each scenario shows our projections of the employer aggregate contribution rates and amounts, average employee contribution rates and amounts, and Unfunded Actuarial Accrued Liabilities (UAAL) from December 31, 2016 to December 31, 2035. These results have been prepared using the results from the December 31, 2016 valuation.

Each scenario assumes a baseline market return of 7.25% for all years, starting with 2017. The scenarios are as follows:

- Scenario A: Baseline projection based on plan provisions<sup>1</sup> in effect for the December 31, 2016 valuation.
- Scenario B: Assumes implementation of a new General Plan per Government Code §31676.01 with 0% cost-of-living-adjustment, effective January 1, 2017. All members who entered the Association prior to January 1, 2017 would continue to be enrolled in General Plan A or Plan B.
- Scenario C: Assumes implementation of a new General Plan per Government Code §31676.01 with 2% cost-of-living-adjustment, effective January 1, 2017. All members who entered the Association prior to January 1, 2017 would continue to be enrolled in General Plan A or Plan B.

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<sup>1</sup> These include enrollment of Legacy members in General Plan A and CalPEPRA members in General Plan B.

**Results**

As of December 31, 2016, the total UAAL for SCERA calculated using the Actuarial Value of Assets was \$408 million. A portion of this amount was allocated to each employer as shown on pages 68-72 of our December 31, 2016 valuation report. The UAAL for the County was determined by adding up the amortization layers applicable to the County only; that amount was \$374 million for General and Safety combined.

Note that the primary purpose for preparing this illustration is to reflect future changes in the employer contribution rates due to: (1) the difference between enrolling new members who enter the Association on or after January 1, 2017 in the current General Plan B versus enrolling them under the new proposed General Plans pursuant to §31676.01, either with or without an annual cost-of-living-adjustment for employees retiring in the future under those Plans, (2) the deferred recognition of investment gains (or losses), (3) the contribution rate impact due to the 18-month delay between the date of the valuation and the date of the rate implementation, and (4) the impact with the sunsets<sup>2</sup> of the additional 3.03% and 3.00% member contributions from General County and Safety County members, respectively.

**Difference in Cost of Enrolling New Members in Proposed Plans**

The comparison of normal costs for enrolling future General County members under the current Plan B versus the new proposed General Plans in Scenario B and Scenario C as of the December 31, 2016 valuation can be illustrated as follows:

	<b>Scenario A:</b>	<b>Scenario B:</b>	<b>Scenario C:</b>
	Current General Plan B	§31676.01 with 0% COLA	§31676.01 with 2% COLA
Employer Normal Cost Rate	7.42%	5.47%	6.56%
UAAL Rate	<u>6.52%</u>	<u>6.52%</u>	<u>6.52%</u>
Total Employer Rate	13.94%	11.99%	13.08%
Employee Normal Cost Rate	7.42%	5.47%	6.56%

**Deferred recognition of Investment Gains (or Losses)**

As of December 31, 2016, there were \$15.7 million in total net deferred investment gains (which was calculated as the difference between the Market Value of Assets and Actuarial Value of Assets), of which an estimated \$14.9 million in net deferred investment gains would be allocated to the County based on projected payroll as estimated in our December 31, 2016 valuation report for calendar year 2017 for General and Safety combined. In this letter, we have projected the change in the employer's contribution rate in the next several years as those net deferred investment gains are recognized as part of the Board's asset smoothing method, assuming again

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<sup>2</sup> As directed by SCERA, we have used a sunset date of June 30, 2024 for General County members and have used a sunset date of June 30, 2023 for Safety County members to estimate the actual sunset date, which is the last pay period in June 2023.



that the Association earns an annual return of 7.25% on a market value basis beginning with January 1, 2017. This is similar to the Baseline or Scenario #2 in our illustrations dated April 24, 2017 prepared for all the employers at SCERA.

### **Projection of Combined County General and Safety Contribution Rates and Savings in County General Only Rates**

In Exhibit 1, we have provided the projected employer rates and dollar amounts for the County General and Safety combined. In addition, we have included the reduction in the projected employer rate for the County General only under each of the proposed Scenarios B and C. We have provided similar information in Exhibit 2 for the projected aggregate employee rates and dollar amounts. When reviewing the results in Exhibit 2, it should be pointed out that only individual members enrolled in the proposed General Plans would see a reduction in their employee rates when compared to the current General Plan B. This is the case even though we have expressed the contribution rate as a percentage of the total County General and Safety payroll and the “savings” as a percentage of County General only payroll. Exhibit 3 shows the projected unfunded actuarial accrued liability under each of the three Scenarios for the County General and Safety combined.

Due to a reduction in the level of benefits, the employer’s normal costs under the current General Plan B and proposed General Plans for enrolling new members on or after January 1, 2017 are lower than those under the Legacy plans. The future employer aggregate normal cost rates calculated to include both the Legacy and the current General Plan B and proposed General Plans under Scenario B and Scenario C are projected to decrease as members in the Legacy plans are gradually replaced by members in the those plans. In addition to the CalPEPRA members reported in the December 31, 2016 valuation, we have estimated the potential employer normal cost savings by assuming that the payroll for the future new members enrolled after January 1, 2017 can be modeled as follows: (1) projecting the total \$338,195,000 December 31, 2016 combined County General and Safety payroll using the 3.5% annual increase used in the valuation to predict annual wage growth for amortizing the UAAL and (2) subtracting the projected closed group payroll for the County Legacy plans according to the assumptions used in the December 31, 2016 valuation to anticipate termination, retirement (both service and disability) and other exits from active employment.

Since we completed the last two valuations as of December 31, 2015 and 2016, active members represented by some of the bargaining groups have agreed to pay additional employee normal cost contributions that are above those determined under the 1937 Act CERL, as permitted under CalPEPRA. As the specific amount of those higher contributions (some of which have been paid starting in the 2016/2017 fiscal year) are dependent on the specific bargaining agreements, we have continued to include only the minimum member contribution rates in these illustrations. (This is consistent with the assumption we used in preparing our earlier illustration dated April 24, 2017.)

As a result of CalPEPRA, the employer is required to continue to contribute the normal cost even after the Association is expected to be over 100% funded, at least until the funded percentage exceeds 120%. This is shown in the projections where the contributions are equal to the normal cost once the Association is expected to be over 100% funded. This statutory requirement

overrides the Association's funding policy provision that would amortize surplus over a 30-year period.

Also, there was an increase in the employer rate for the December 31, 2015 valuation<sup>3</sup> as a result of the assumption changes adopted by the Board. According to the Association's Actuarial Funding Policy that was last reviewed on June 18, 2015, a change greater than 2.00% of payroll due to assumption changes should be phased-in over a period of two years. Since this phase-in adjustment is made by the staff, the rates shown in the projection have not been adjusted for the phase-in.

### **Other Considerations**

It should be noted that, under CalPEPRA before the County approves the Plan of benefits under Scenario B or Scenario C, the actuary has to determine and certify that the adoption of the new Plan of benefits would result in neither greater risk nor greater cost to the County.

While CalPEPRA does not define what would constitute "no greater risk," we have assumed that since the proposed benefit formulas under Scenario B and Scenario C provide a lower benefit factor at all retirement ages and since the lower contributions collected to pay benefits would be invested in the same manner as the current contributions for Plan B, so would be subject to the same level of investment risks, we do not believe that the proposed benefit formulas would expose the County to any "greater risk" than the current Plan B. Since there is a reduction in the employer's contribution rate requirement under both Scenarios, it is our understanding that the proposed benefit formulas have no greater cost to the County.

Projections, by their nature, are not a guarantee of future results. The modeling projections are intended to serve as estimates of future financial outcomes that are based on the information available to us at the time the modeling is undertaken and completed, and the agreed-upon assumptions and methodologies described herein. Emerging results may differ significantly if the actual experience proves to be different from these assumptions or if alternative methodologies are used. Actual experience may differ due to such variables as demographic experience, the economy, stock market performance, and the regulatory environment.

The projections are based on the actuarial assumptions and census data used in our December 31, 2016 valuation report for the Association. The assumed retirement rates for members enrolled in the proposed General Plans in Scenario B and Scenario C can be found in Exhibit 4 of this letter. Future experience is expected to follow all of the assumptions, except as noted above. This study was prepared under the supervision of Andy Yeung, ASA, MAAA, FCA, EA.

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<sup>3</sup> The employer rate approved in the December 31, 2015 valuation will be implemented in fiscal year 2017/2018.

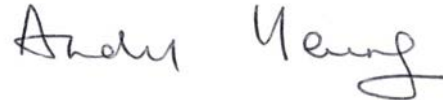
Ms. Julie Wyne  
August 17, 2018  
Page 5

Please let us know if you have any questions.

Sincerely,



Paul Angelo, FSA, MAAA, FCA, EA  
Senior Vice President and Actuary

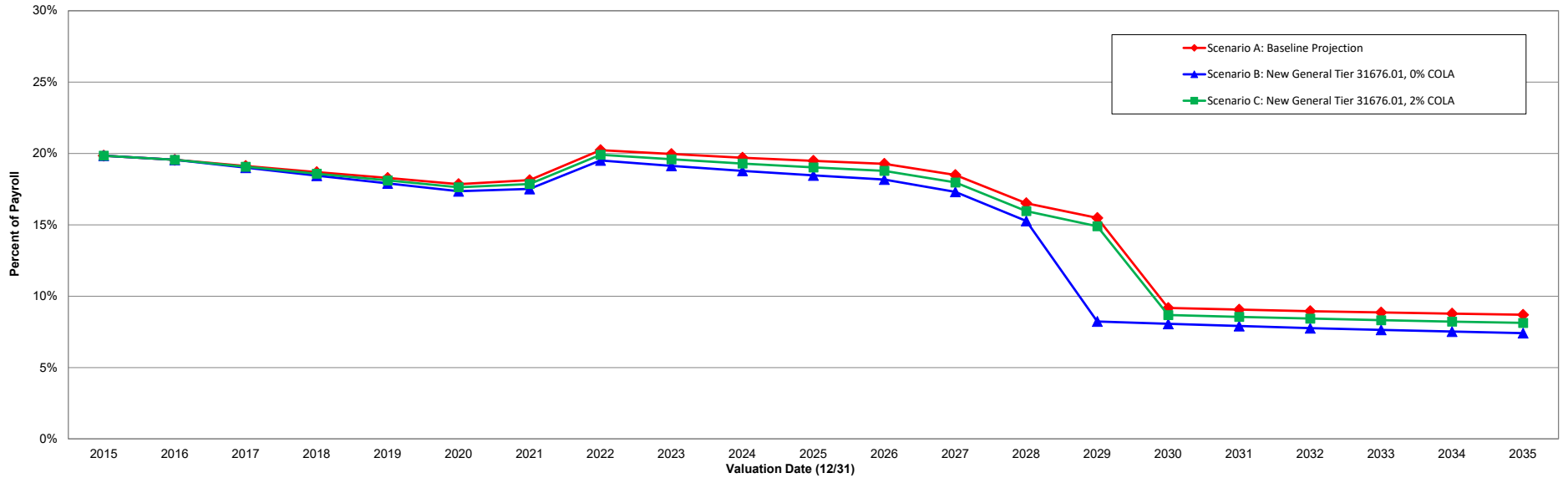


Andy Yeung, ASA, MAAA, FCA, EA  
Vice President and Actuary

EK/bbf  
Enclosures

### Exhibit 1: Projected Employer Rates

(Before Reflecting Phase-in of the Contribution Rate Impact of the Assumption Changes from the December 31, 2015 valuation or Additional Employee Normal Cost Contributions)



**County General and Safety Combined**

Based on 12/31/2016 Projection																					
Valuation Date (12/31)	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
<b>Scenario A: Baseline Projection</b>	19.8%	19.6%	19.1%	18.7%	18.3%	17.9%	18.1%	20.2%	20.0%	19.7%	19.5%	19.3%	18.5%	16.5%	15.5%	9.2%	9.1%	9.0%	8.9%	8.8%	8.7%
<b>Scenario B: New General Tier 31676.01, 0% COLA</b>	19.8%	19.6%	19.0%	18.4%	17.9%	17.4%	17.5%	19.5%	19.1%	18.8%	18.5%	18.2%	17.3%	15.3%	8.2%	8.1%	7.9%	7.8%	7.6%	7.5%	7.4%
<b>Scenario C: New General Tier 31676.01, 2% COLA</b>	19.8%	19.6%	19.1%	18.6%	18.1%	17.6%	17.9%	19.9%	19.6%	19.3%	19.0%	18.8%	18.0%	16.0%	14.9%	8.7%	8.6%	8.4%	8.3%	8.2%	8.1%

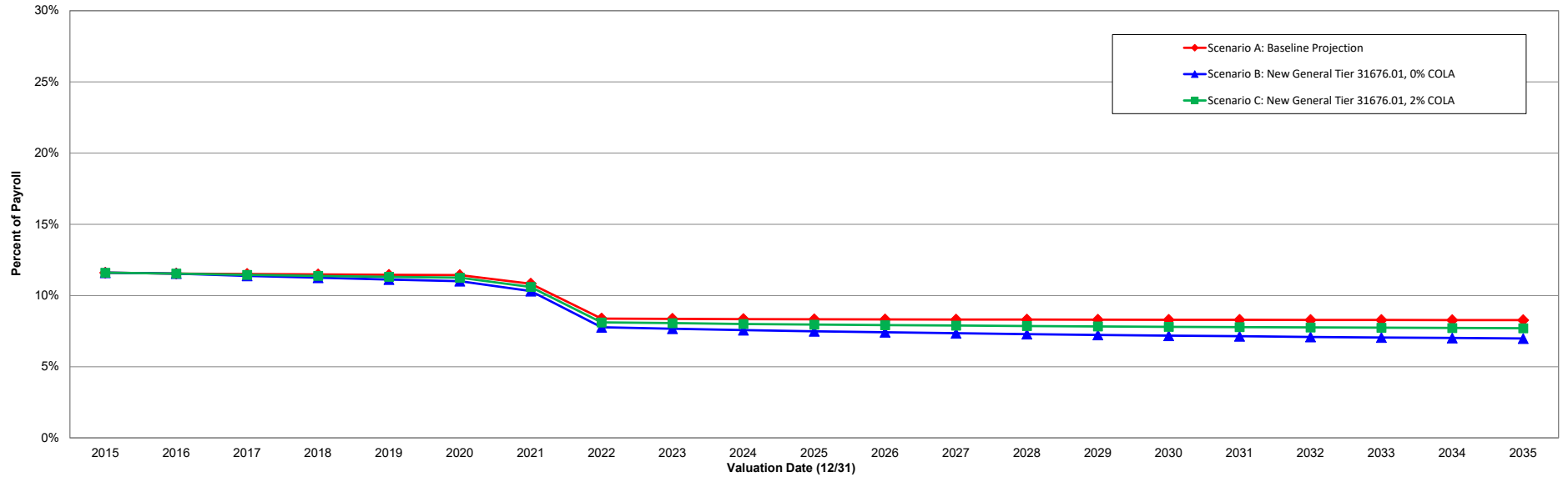
Based on 12/31/2016 Projection																					
Employer Contribution Amounts* for Plan Year Ending (12/31)	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
<b>Scenario A: Baseline Projection</b>	\$ 65.1	\$ 68.9	\$ 70.0	\$ 70.9	\$ 71.7	\$ 72.6	\$ 74.8	\$ 82.5	\$ 89.5	\$ 91.4	\$ 93.5	\$ 95.7	\$ 96.5	\$ 92.6	\$ 87.6	\$ 69.8	\$ 53.5	\$ 54.7	\$ 55.9	\$ 57.3	\$ 58.8
<b>Scenario B: New General Tier 31676.01, 0% COLA</b>	\$ 65.1	\$ 68.9	\$ 69.8	\$ 70.2	\$ 70.5	\$ 70.8	\$ 72.5	\$ 79.6	\$ 86.0	\$ 87.4	\$ 88.8	\$ 90.4	\$ 90.7	\$ 86.2	\$ 64.3	\$ 46.1	\$ 46.8	\$ 47.6	\$ 48.4	\$ 49.3	\$ 50.2
<b>Scenario C: New General Tier 31676.01, 2% COLA</b>	\$ 65.1	\$ 68.9	\$ 70.0	\$ 70.6	\$ 71.2	\$ 71.8	\$ 73.8	\$ 81.3	\$ 88.0	\$ 89.6	\$ 91.4	\$ 93.3	\$ 93.9	\$ 89.7	\$ 84.5	\$ 66.8	\$ 50.5	\$ 51.5	\$ 52.6	\$ 53.8	\$ 55.0

**County General Only**

Based on 12/31/2016 Projection																					
Reduction in General Only Employer Rates* for Plan Year Ending (12/31)	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
<b>Scenario B: New General Tier 31676.01, 0% COLA</b>	0.0%	0.0%	0.1%	0.2%	0.4%	0.5%	0.7%	0.8%	1.0%	1.1%	1.2%	1.3%	1.4%	1.5%	5.3%	5.2%	1.4%	1.5%	1.5%	1.5%	1.6%
<b>Scenario C: New General Tier 31676.01, 2% COLA</b>	0.0%	0.0%	0.0%	0.1%	0.2%	0.2%	0.3%	0.4%	0.4%	0.5%	0.5%	0.6%	0.6%	0.7%	0.7%	0.7%	0.6%	0.6%	0.7%	0.7%	0.7%

\* Dollars are shown in millions. These contribution amounts and rates reflect the 18-month delay between rate calculation and rate implementation. We have also used projected payrolls for the corresponding calendar years.

**Exhibit 2: Projected Employee Rates**  
(Before Reflecting Additional Employee Normal Cost Contributions)



**County General and Safety Combined**

Based on 12/31/2016 Projection																					
Valuation Date (12/31)	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
<b>Scenario A: Baseline Projection</b>	11.6%	11.5%	11.5%	11.5%	11.5%	11.4%	10.8%	8.4%	8.4%	8.3%	8.3%	8.3%	8.3%	8.3%	8.3%	8.3%	8.3%	8.3%	8.3%	8.3%	8.3%
<b>Scenario B: New General Tier 31676.01, 0% COLA</b>	11.6%	11.5%	11.4%	11.3%	11.1%	11.0%	10.3%	7.8%	7.7%	7.6%	7.5%	7.4%	7.3%	7.2%	7.2%	7.1%	7.1%	7.1%	7.1%	7.0%	7.0%
<b>Scenario C: New General Tier 31676.01, 2% COLA</b>	11.6%	11.5%	11.5%	11.4%	11.3%	11.3%	10.6%	8.1%	8.1%	8.0%	8.0%	7.9%	7.9%	7.9%	7.8%	7.8%	7.8%	7.8%	7.7%	7.7%	7.7%

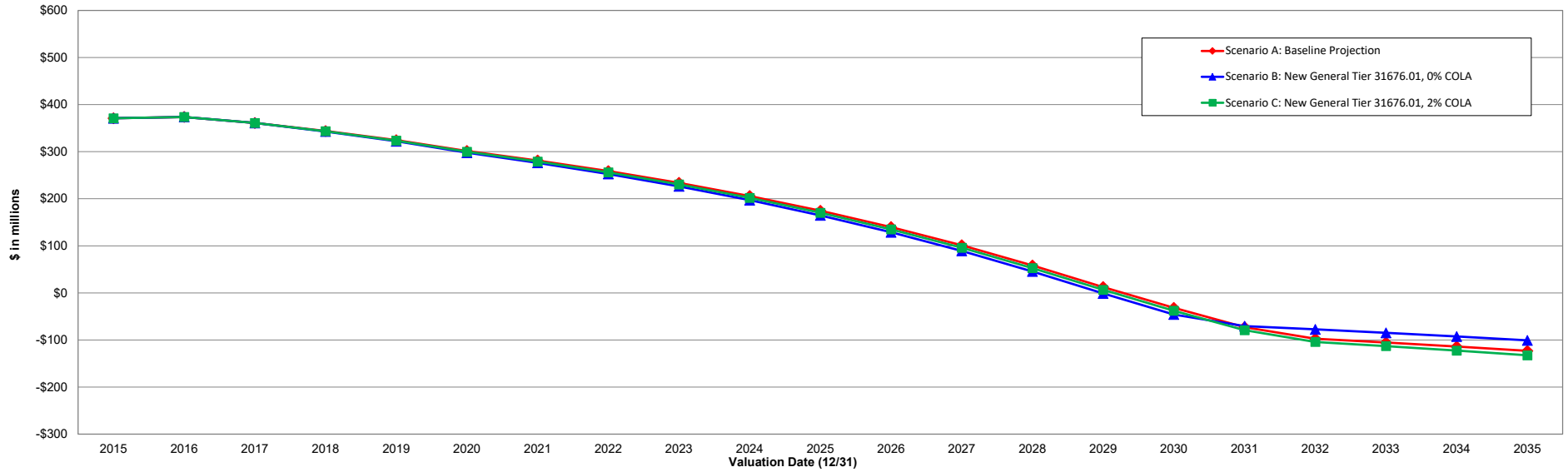
Employee Contribution Amounts* for Plan Year Ending (12/31)																					
Valuation Date (12/31)	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
<b>Scenario A: Baseline Projection</b>	\$ 39.5	\$ 40.5	\$ 41.8	\$ 43.1	\$ 44.5	\$ 46.0	\$ 46.3	\$ 41.3	\$ 37.3	\$ 38.5	\$ 39.8	\$ 41.1	\$ 42.5	\$ 44.0	\$ 45.5	\$ 47.0	\$ 48.6	\$ 50.3	\$ 52.0	\$ 53.8	\$ 55.7
<b>Scenario B: New General Tier 31676.01, 0% COLA</b>	\$ 39.5	\$ 40.5	\$ 41.5	\$ 42.4	\$ 43.4	\$ 44.4	\$ 44.3	\$ 38.9	\$ 34.4	\$ 35.1	\$ 35.9	\$ 36.8	\$ 37.7	\$ 38.7	\$ 39.7	\$ 40.8	\$ 42.0	\$ 43.2	\$ 44.4	\$ 45.7	\$ 47.1
<b>Scenario C: New General Tier 31676.01, 2% COLA</b>	\$ 39.5	\$ 40.5	\$ 41.6	\$ 42.8	\$ 44.0	\$ 45.3	\$ 45.4	\$ 40.3	\$ 36.0	\$ 37.0	\$ 38.1	\$ 39.2	\$ 40.4	\$ 41.7	\$ 42.9	\$ 44.3	\$ 45.7	\$ 47.2	\$ 48.7	\$ 50.3	\$ 51.9

**County General Only**

Based on 12/31/2016 Projection																					
Valuation Date (12/31)	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
<b>Reduction in General Only Employee Rates* for Plan Year Ending (12/31)</b>	0.0%	0.0%	0.1%	0.2%	0.3%	0.5%	0.6%	0.7%	0.8%	0.9%	1.0%	1.1%	1.2%	1.2%	1.3%	1.4%	1.4%	1.5%	1.5%	1.5%	1.6%
<b>Scenario B: New General Tier 31676.01, 0% COLA</b>	0.0%	0.0%	0.1%	0.2%	0.3%	0.5%	0.6%	0.7%	0.8%	0.9%	1.0%	1.1%	1.2%	1.2%	1.3%	1.4%	1.4%	1.5%	1.5%	1.5%	1.6%
<b>Scenario C: New General Tier 31676.01, 2% COLA</b>	0.0%	0.0%	0.0%	0.1%	0.1%	0.2%	0.3%	0.3%	0.4%	0.4%	0.4%	0.5%	0.5%	0.5%	0.6%	0.6%	0.6%	0.6%	0.7%	0.7%	0.7%

\* Dollars are shown in millions. These contribution amounts and rates reflect the 18-month delay between rate calculation and rate implementation. We have also used projected payrolls for the corresponding calendar years.

**Exhibit 3: Projected UAAL**  
(Dollar Amounts in Millions)



**County General and Safety Combined**

County General and Safety Combined																					
Valuation Date (12/31)	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Scenario A: Baseline Projection	\$ 371	\$ 374	\$ 361	\$ 344	\$ 324	\$ 301	\$ 281	\$ 259	\$ 234	\$ 206	\$ 175	\$ 140	\$ 101	\$ 58	\$ 12	\$ (32)	\$ (73)	\$ (97)	\$ (105)	\$ (114)	\$ (123)
Scenario B: New General Tier 31676.01, 0% COLA	\$ 371	\$ 374	\$ 361	\$ 343	\$ 322	\$ 298	\$ 276	\$ 253	\$ 226	\$ 197	\$ 165	\$ 129	\$ 89	\$ 45	\$ (1)	\$ (46)	\$ (71)	\$ (77)	\$ (85)	\$ (93)	\$ (101)
Scenario C: New General Tier 31676.01, 2% COLA	\$ 371	\$ 374	\$ 361	\$ 343	\$ 323	\$ 300	\$ 279	\$ 256	\$ 230	\$ 202	\$ 170	\$ 135	\$ 96	\$ 53	\$ 6	\$ (38)	\$ (79)	\$ (104)	\$ (113)	\$ (122)	\$ (133)

**Exhibit 4: Assumed Retirement Rates**

<b>Age</b>	<b>Current General Plan B</b>	<b>Proposed General Plans under Scenario B and Scenario C</b>
50	0.00	2.50
51	0.00	2.50
52	4.00	2.50
53	1.50	3.00
54	2.50	3.50
55	2.50	3.75
56	4.50	3.75
57	5.50	3.75
58	6.50	4.00
59	7.50	5.00
60	8.50	6.00
61	9.50	6.00
62	14.50	10.00
63	16.50	12.00
64	19.00	15.00
65	24.00	20.00
66	20.00	25.00
67	20.00	25.00
68	20.00	25.00
69	20.00	25.00
70	100.00	100.00



100 Montgomery Street Suite 500 San Francisco, CA 94104-4308  
T 415.263.8283 www.segalco.com

August 17, 2018

Ms. Julie Wyne  
Retirement Administrator  
Sonoma County Employees' Retirement Association  
433 Aviation Boulevard, Suite 100  
Santa Rosa, CA 94503-1069

**Re: Sonoma County Employees' Retirement Association (SCERA)  
Illustrations of the Employer Contribution Rates, Employee Contribution Rates and  
UAAL for County Members Only Under Proposed Safety Tier Under §7522.25(b)  
“Basic Safety Plan”**

Dear Julie:

Enclosed please find three scenarios of valuation projections for the County members only. Each scenario shows our projections of the employer aggregate contribution rates and amounts, average employee contribution rates and amounts, and Unfunded Actuarial Accrued Liabilities (UAAL) from December 31, 2016 to December 31, 2035. These results have been prepared using the results from the December 31, 2016 valuation.

Each scenario assumes a baseline market return of 7.25% for all years, starting with 2017. The scenarios are as follows:

- Scenario A: Baseline projection based on plan provisions<sup>1</sup> in effect for the December 31, 2016 valuation.
- Scenario B: Assumes implementation of a new Safety Plan per Government Code §7522.25(b) with 0% cost-of-living-adjustment, effective January 1, 2017. All members who entered the Association prior to January 1, 2017 would continue to be enrolled in Safety Plan A or Plan B.
- Scenario C: Assumes implementation of a new Safety Plan per Government Code §7522.25(b) with 2% cost-of-living-adjustment, effective January 1, 2017. All members who entered the Association prior to January 1, 2017 would continue to be enrolled in Safety Plan A or Plan B.

The benefit that is provided under Safety Plan B is referred to as “Safety Option Plan Two” under CalPEPRA. The benefit as outlined in §7522.25(b) is referred to as “Basic Safety Plan” under CalPEPRA.

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<sup>1</sup> These include enrollment of Legacy members in Safety Plan A and CalPEPRA members in Safety Plan B.



**Results**

As of December 31, 2016, the total UAAL for SCERA calculated using the Actuarial Value of Assets was \$408 million. A portion of this amount was allocated to each employer as shown on pages 68-72 of our December 31, 2016 valuation report. The UAAL for the County was determined by adding up the amortization layers applicable to the County only; that amount was \$374 million for General and Safety combined.

Note that the primary purpose for preparing this illustration is to reflect future changes in the employer contribution rates due to: (1) the difference between enrolling new members who enter the Association on or after January 1, 2017 in the current Safety Plan B versus enrolling them under the new proposed Safety Plans pursuant to Basic Safety Plan (§7522.25(b)), either with or without an annual cost-of-living-adjustment for employees retiring in the future under those Plans, (2) the deferred recognition of investment gains (or losses), (3) the contribution rate impact due to the 18-month delay between the date of the valuation and the date of the rate implementation, and (4) the impact with the sunsets<sup>2</sup> of the additional 3.03% and 3.00% member contributions from General County and Safety County members, respectively.

**Difference in Cost of Enrolling New Members in Proposed Plans**

The comparison of normal costs for enrolling future Safety County members under the current Plan B versus the new proposed Safety Plans in Scenario B and Scenario C as of the December 31, 2016 valuation can be illustrated as follows:

	<b>Scenario A:</b>	<b>Scenario B:</b>	<b>Scenario C:</b>
	Current Safety Plan B	§7522.25(b) with 0% COLA	§7522.25(b) with 2% COLA
Employer Normal Cost Rate	11.54%	9.61%	12.00%
UAAL Rate	<u>10.49%</u>	<u>10.49%</u>	<u>10.49%</u>
Total Employer Rate	22.03%	20.10%	22.49%
Employee Normal Cost Rate	11.54%	9.61%	12.00%

It is our understanding that under §7522.25(f), an employer and employees may agree in a Memorandum of Understanding to offer Basic Safety Plan (§7522.25(b)) in lieu of Safety Option Plan Two (Plan B) provided that the conditions included in that subsection are satisfied.

As indicated by the employer and the employee normal cost rates provided above, the benefits provided under Scenario B would require a lower cost compared to the current Plan B while the benefits provided under Scenario C would require a somewhat higher cost.

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<sup>2</sup> As directed by SCERA, we have used a sunset date of June 30, 2024 for General County members and have used a sunset date of June 30, 2023 for Safety County members to estimate the actual sunset date, which is the last pay period in June 2023.

### **Deferred Recognition of Investment Gains (or Losses)**

As of December 31, 2016, there were \$15.7 million in total net deferred investment gains (which was calculated as the difference between the Market Value of Assets and Actuarial Value of Assets), of which an estimated \$14.9 million in net deferred investment gains would be allocated to the County based on projected payroll as estimated in our December 31, 2016 valuation report for calendar year 2017 for General and Safety combined. In this letter, we have projected the change in the employer's contribution rate in the next several years as those net deferred investment gains are recognized as part of the Board's asset smoothing method, assuming again that the Association earns an annual return of 7.25% on a market value basis beginning with January 1, 2017. This is similar to the Baseline or Scenario #2 in our illustrations dated April 24, 2017 prepared for all the employers at SCERA.

### **Projection of Combined County General and Safety Contribution Rates and Change in County Safety Only Rates**

In Exhibit 1, we have provided the projected employer rates and dollar amounts for the County General and Safety combined. In addition, we have included the change in the projected employer rate for the County Safety only under each of the proposed Scenarios B and C. We have provided similar information in Exhibit 2 for the projected aggregate employee rates and dollar amounts. When reviewing the results in Exhibit 2, it should be pointed out that only individual members enrolled in the proposed Safety Plans would see a change in their employee rates when compared to the current Safety Plan B. This is the case even though we have expressed the contribution rate as a percentage of the total County General and Safety payroll. However, the change in the rates is expressed as a percentage of County Safety only payroll. Exhibit 3 shows the projected unfunded actuarial accrued liability under each of the three Scenarios for the County General and Safety combined.

The future employer aggregate normal cost rates calculated to include both the Legacy and the current Safety Plan B and proposed Safety Plans under Scenario B and Scenario C are projected to decrease as members in the Legacy plans are gradually replaced by members in those plans. In addition to the CalPEPRA members reported in the December 31, 2016 valuation, we have estimated the potential change in employer normal cost by assuming that the payroll for the future new members enrolled after January 1, 2017 can be modeled as follows: (1) projecting the total \$338,195,000 December 31, 2016 combined County General and Safety payroll using the 3.5% annual increase used in the valuation to predict annual wage growth for amortizing the UAAL and (2) subtracting the projected closed group payroll for the County Legacy plans according to the assumptions used in the December 31, 2016 valuation to anticipate termination, retirement (both service and disability) and other exits from active employment.

Since we completed the last two valuations as of December 31, 2015 and 2016, active members represented by some of the bargaining groups have agreed to pay additional employee normal cost contributions that are above those determined under the 1937 Act CERL, as permitted under CalPEPRA. As the specific amount of those higher contributions (some of which have been paid starting in the 2016/2017 fiscal year) are dependent on the specific bargaining agreements, we have continued to include only the minimum member contribution rates in these illustrations.

(This is consistent with the assumption we used in preparing our earlier illustration dated April 24, 2017.)

As a result of CalPEPRA, the employer is required to continue to contribute the normal cost even after the Association is expected to be over 100% funded, at least until the funded percentage exceeds 120%. This is shown in the projections where the contributions are equal to the normal cost once the Association is expected to be over 100% funded. This statutory requirement overrides the Association's funding policy provision that would amortize surplus over a 30-year period.

Also, there was an increase in the employer rate for the December 31, 2015 valuation<sup>3</sup> as a result of the assumption changes adopted by the Board. According to the Association's Actuarial Funding Policy that was last reviewed on June 18, 2015, a change greater than 2.00% of payroll due to assumption changes should be phased-in over a period of two years. Since this phase-in adjustment is made by the staff, the rates shown in the projection have not been adjusted for the phase-in.

### **Other Considerations**

As discussed earlier in this letter, the proposed Safety Plan under Scenario B provides a reduction in the employer's contribution rate requirement when compared to the current Safety Plan B. However, the proposed Safety Plan under Scenario C does not present a reduction in the employer's contribution rate. Should the County wish to pursue the Safety Plan under Scenario C, we suggest the County consult with legal counsel on whether adoption of Basic Safety Plan, which is one of the formulas under CalPEPRA, and a 2% COLA benefit, which is not provided to the existing Safety Plans A and B members but is nonetheless a 1937 CERL optional plan feature that has not been eliminated by CalPEPRA, would satisfy the requirements of CalPEPRA.

Projections, by their nature, are not a guarantee of future results. The modeling projections are intended to serve as estimates of future financial outcomes that are based on the information available to us at the time the modeling is undertaken and completed, and the agreed-upon assumptions and methodologies described herein. Emerging results may differ significantly if the actual experience proves to be different from these assumptions or if alternative methodologies are used. Actual experience may differ due to such variables as demographic experience, the economy, stock market performance, and the regulatory environment.

The projections are based on the actuarial assumptions and census data used in our December 31, 2016 valuation report for the Association. The assumed retirement rates for members enrolled in the proposed Safety Plans in Scenario B and Scenario C can be found in Exhibit 4 of this letter. Future experience is expected to follow all of the assumptions, except as noted above. This study was prepared under the supervision of Andy Yeung, ASA, MAAA, FCA, EA.

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<sup>3</sup> The employer rate approved in the December 31, 2015 valuation will be implemented in fiscal year 2017/2018.

Ms. Julie Wyne  
August 17, 2018  
Page 5

Please let us know if you have any questions.

Sincerely,



Paul Angelo, FSA, MAAA, FCA, EA  
Senior Vice President and Actuary

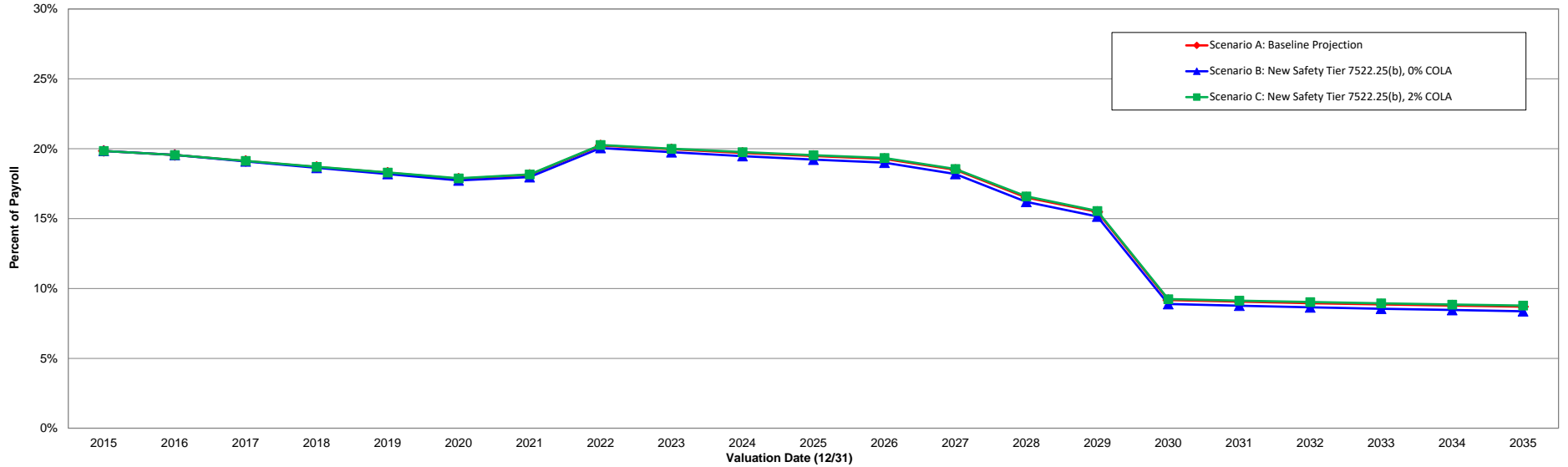


Andy Yeung, ASA, MAAA, FCA, EA  
Vice President and Actuary

EK/hy  
Enclosures

### Exhibit 1: Projected Employer Rates

(Before Reflecting Phase-in of the Contribution Rate Impact of the Assumption Changes from the December 31, 2015 valuation or Additional Employee Normal Cost Contributions)



**County General and Safety Combined**

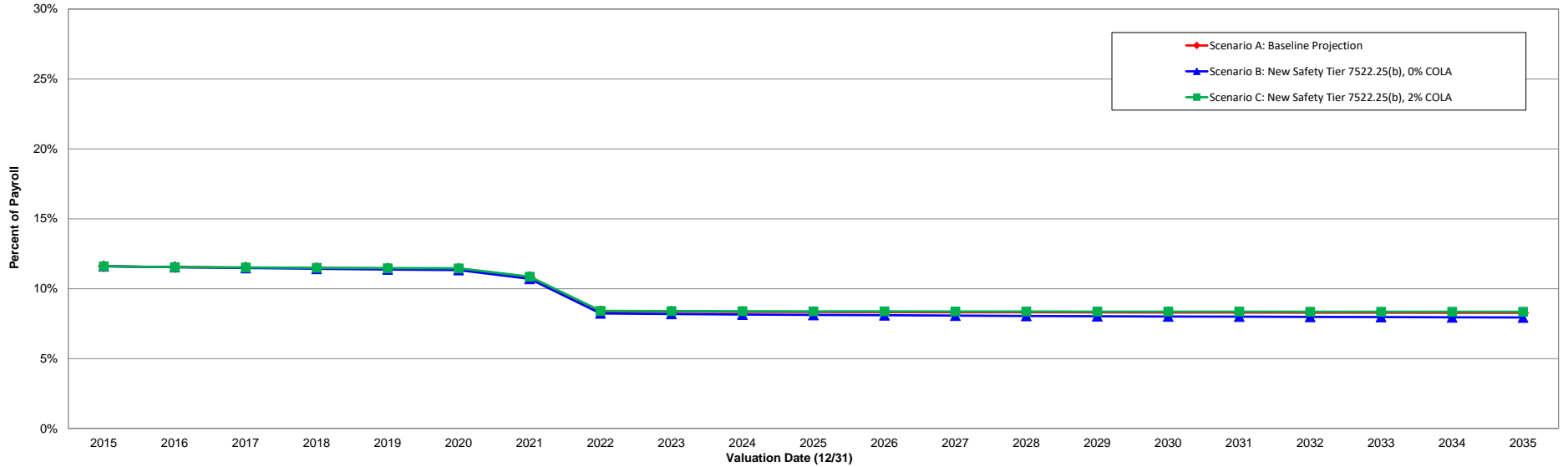
		Based on 12/31/2016 Projection																				
Valuation Date (12/31)		2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
<b>Scenario A: Baseline Projection</b>		19.8%	19.6%	19.1%	18.7%	18.3%	17.9%	18.1%	20.2%	20.0%	19.7%	19.5%	19.3%	18.5%	16.5%	15.5%	9.2%	9.1%	9.0%	8.9%	8.8%	8.7%
<b>Scenario B: New Safety Tier 7522.25(b), 0% COLA</b>		19.8%	19.6%	19.1%	18.6%	18.2%	17.7%	18.0%	20.1%	19.8%	19.5%	19.2%	19.0%	18.2%	16.2%	15.2%	8.9%	8.8%	8.7%	8.6%	8.5%	8.4%
<b>Scenario C: New Safety Tier 7522.25(b), 2% COLA</b>		19.8%	19.6%	19.1%	18.7%	18.3%	17.9%	18.2%	20.3%	20.0%	19.8%	19.5%	19.3%	18.6%	16.6%	15.6%	9.2%	9.1%	9.0%	8.9%	8.9%	8.8%
Employer Contribution Amounts* for Plan Year Ending (12/31)		2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
<b>Scenario A: Baseline Projection</b>		\$ 65.1	\$ 68.9	\$ 70.0	\$ 70.9	\$ 71.7	\$ 72.6	\$ 74.8	\$ 82.5	\$ 89.5	\$ 91.4	\$ 93.5	\$ 95.7	\$ 96.5	\$ 92.6	\$ 87.6	\$ 69.8	\$ 53.5	\$ 54.7	\$ 55.9	\$ 57.3	\$ 58.8
<b>Scenario B: New Safety Tier 7522.25(b), 0% COLA</b>		\$ 65.1	\$ 68.9	\$ 70.0	\$ 70.7	\$ 71.4	\$ 72.1	\$ 74.2	\$ 81.8	\$ 88.6	\$ 90.4	\$ 92.3	\$ 94.4	\$ 95.0	\$ 90.9	\$ 85.8	\$ 68.1	\$ 51.8	\$ 52.9	\$ 54.0	\$ 55.3	\$ 56.6
<b>Scenario C: New Safety Tier 7522.25(b), 2% COLA</b>		\$ 65.1	\$ 68.9	\$ 70.1	\$ 70.9	\$ 71.8	\$ 72.7	\$ 74.9	\$ 82.7	\$ 89.7	\$ 91.6	\$ 93.7	\$ 96.0	\$ 96.8	\$ 92.9	\$ 88.0	\$ 70.2	\$ 53.9	\$ 55.1	\$ 56.4	\$ 57.8	\$ 59.3

**County Safety Only**

		Based on 12/31/2016 Projection																				
Reduction/(Increase) in Safety Only Employer Rates* for Plan Year Ending (12/31)		2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
<b>Scenario B: New Safety Tier 7522.25(b), 0% COLA</b>		0.0%	0.0%	0.1%	0.2%	0.4%	0.5%	0.7%	0.9%	1.0%	1.1%	1.2%	1.3%	1.4%	1.5%	1.6%	1.5%	1.4%	1.5%	1.5%	1.6%	1.6%
<b>Scenario C: New Safety Tier 7522.25(b), 2% COLA</b>		0.0%	0.0%	0.0%	-0.1%	-0.1%	-0.1%	-0.2%	-0.2%	-0.2%	-0.3%	-0.3%	-0.3%	-0.3%	-0.4%	-0.4%	-0.4%	-0.4%	-0.4%	-0.4%	-0.4%	-0.4%

\* Dollars are shown in millions. These contribution amounts and rates reflect the 18-month delay between rate calculation and rate implementation. We have also used projected payrolls for the corresponding calendar years.

**Exhibit 2: Projected Employee Rates**  
(Before Reflecting Additional Employee Normal Cost Contributions)



**County General and Safety Combined**

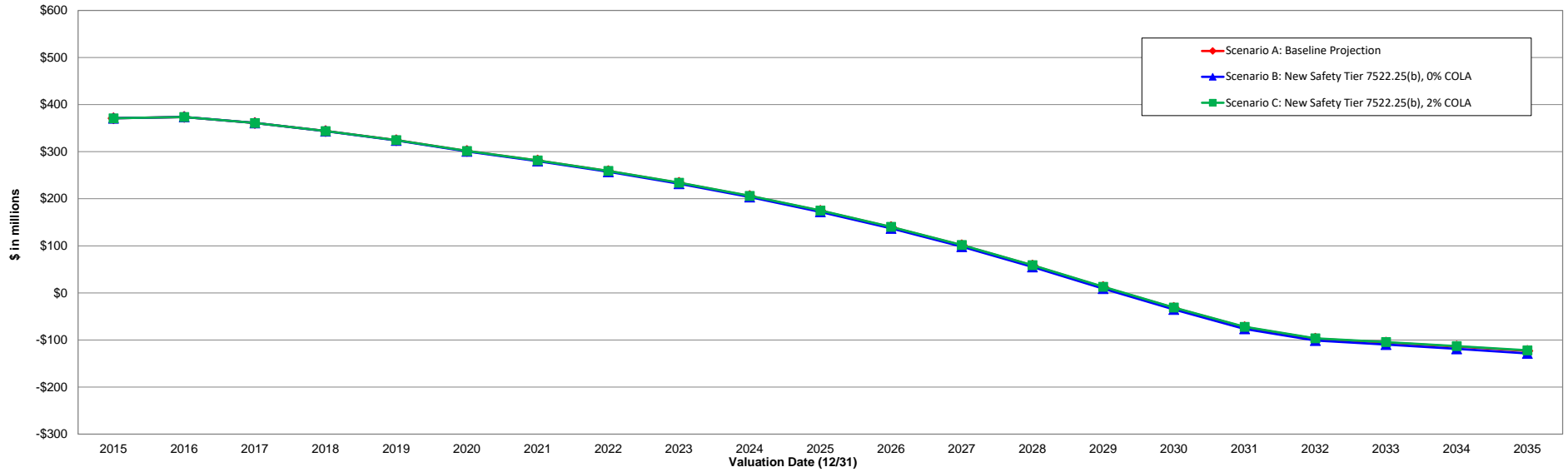
		Based on 12/31/2016 Projection																				
Valuation Date (12/31)		2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Scenario A: Baseline Projection		11.6%	11.5%	11.5%	11.5%	11.5%	11.4%	10.8%	8.4%	8.4%	8.3%	8.3%	8.3%	8.3%	8.3%	8.3%	8.3%	8.3%	8.3%	8.3%	8.3%	8.3%
Scenario B: New Safety Tier 7522.25(b), 0% COLA		11.6%	11.5%	11.5%	11.4%	11.4%	11.3%	10.7%	8.2%	8.2%	8.2%	8.1%	8.1%	8.1%	8.1%	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%	7.9%
Scenario C: New Safety Tier 7522.25(b), 2% COLA		11.6%	11.5%	11.5%	11.5%	11.5%	11.5%	10.9%	8.4%	8.4%	8.4%	8.4%	8.4%	8.4%	8.4%	8.4%	8.4%	8.4%	8.4%	8.4%	8.4%	8.4%
Employee Contribution Amounts* for Plan Year Ending (12/31)		2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
Scenario A: Baseline Projection		\$ 39.5	\$ 40.5	\$ 41.8	\$ 43.1	\$ 44.5	\$ 46.0	\$ 46.3	\$ 41.3	\$ 37.3	\$ 38.5	\$ 39.8	\$ 41.1	\$ 42.5	\$ 44.0	\$ 45.5	\$ 47.0	\$ 48.6	\$ 50.3	\$ 52.0	\$ 53.8	\$ 55.7
Scenario B: New Safety Tier 7522.25(b), 0% COLA		\$ 39.5	\$ 40.5	\$ 41.7	\$ 42.9	\$ 44.2	\$ 45.6	\$ 45.8	\$ 40.7	\$ 36.6	\$ 37.7	\$ 38.8	\$ 40.0	\$ 41.3	\$ 42.6	\$ 44.0	\$ 45.4	\$ 46.9	\$ 48.5	\$ 50.1	\$ 51.8	\$ 53.5
Scenario C: New Safety Tier 7522.25(b), 2% COLA		\$ 39.5	\$ 40.5	\$ 41.8	\$ 43.1	\$ 44.6	\$ 46.1	\$ 46.4	\$ 41.5	\$ 37.5	\$ 38.7	\$ 40.0	\$ 41.4	\$ 42.8	\$ 44.3	\$ 45.8	\$ 47.4	\$ 49.0	\$ 50.7	\$ 52.5	\$ 54.3	\$ 56.2

**County Safety Only**

		Based on 12/31/2016 Projection																				
Reduction/(Increase) in Safety Only Employee Rates* for Plan Year Ending (12/31)		2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
Scenario B: New Safety Tier 7522.25(b), 0% COLA		0.0%	0.0%	0.1%	0.2%	0.4%	0.5%	0.6%	0.7%	0.8%	0.9%	1.0%	1.1%	1.2%	1.3%	1.3%	1.4%	1.4%	1.5%	1.5%	1.6%	1.6%
Scenario C: New Safety Tier 7522.25(b), 2% COLA		0.0%	0.0%	0.0%	-0.1%	-0.1%	-0.1%	-0.2%	-0.2%	-0.2%	-0.2%	-0.3%	-0.3%	-0.3%	-0.3%	-0.3%	-0.3%	-0.4%	-0.4%	-0.4%	-0.4%	-0.4%

\* Dollars are shown in millions. These contribution amounts and rates reflect the 18-month delay between rate calculation and rate implementation. We have also used projected payrolls for the corresponding calendar years.

**Exhibit 3: Projected UAAL**  
(Dollar Amounts in Millions)



**County General and Safety Combined**

Valuation Date (12/31)	County General and Safety Combined																						
	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035		
Scenario A: Baseline Projection	\$ 371	\$ 374	\$ 361	\$ 344	\$ 324	\$ 301	\$ 281	\$ 259	\$ 234	\$ 206	\$ 175	\$ 140	\$ 101	\$ 58	\$ 12	\$ (32)	\$ (73)	\$ (97)	\$ (105)	\$ (114)	\$ (123)		
Scenario B: New Safety Tier 7522.25(b), 0% COLA	\$ 371	\$ 374	\$ 361	\$ 344	\$ 324	\$ 301	\$ 280	\$ 257	\$ 232	\$ 204	\$ 172	\$ 137	\$ 98	\$ 55	\$ 9	\$ (35)	\$ (76)	\$ (101)	\$ (110)	\$ (119)	\$ (129)		
Scenario C: New Safety Tier 7522.25(b), 2% COLA	\$ 371	\$ 374	\$ 361	\$ 344	\$ 325	\$ 302	\$ 281	\$ 259	\$ 234	\$ 206	\$ 175	\$ 140	\$ 102	\$ 59	\$ 13	\$ (31)	\$ (72)	\$ (96)	\$ (104)	\$ (113)	\$ (122)		

**Exhibit 4: Assumed Retirement Rates**

<b>Age</b>	<b>Current Safety Plan B</b>	<b>Proposed Safety Plans under Scenario B and Scenario C</b>
50	4.00	3.00
51	5.00	3.50
52	6.00	4.00
53	6.00	4.50
54	8.00	6.00
55	20.00	15.00
56	15.00	12.00
57	15.00	12.00
58	20.00	15.00
59	20.00	15.00
60	100.00	100.00





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T 415.263.8283 www.segalco.com

August 17, 2018

Ms. Julie Wyne  
Retirement Administrator  
Sonoma County Employees' Retirement Association  
433 Aviation Boulevard, Suite 100  
Santa Rosa, CA 94503-1069

**Re: Sonoma County Employees' Retirement Association (SCERA)  
Illustrations of the Employer Contribution Rates, Employee Contribution Rates and  
UAAL for County Members Only Under Proposed Safety Tier Under §7522.25(c)  
“Safety Option One”**

Dear Julie:

Enclosed please find three scenarios of valuation projections for the County members only. Each scenario shows our projections of the employer aggregate contribution rates and amounts, average employee contribution rates and amounts, and Unfunded Actuarial Accrued Liabilities (UAAL) from December 31, 2016 to December 31, 2035. These results have been prepared using the results from the December 31, 2016 valuation.

Each scenario assumes a baseline market return of 7.25% for all years, starting with 2017. The scenarios are as follows:

- Scenario A: Baseline projection based on plan provisions<sup>1</sup> in effect for the December 31, 2016 valuation.
- Scenario B: Assumes implementation of a new Safety Plan per Government Code §7522.25(c) with 0% cost-of-living-adjustment, effective January 1, 2017. All members who entered the Association prior to January 1, 2017 would continue to be enrolled in Safety Plan A or Plan B.
- Scenario C: Assumes implementation of a new Safety Plan per Government Code §7522.25(c) with 2% cost-of-living-adjustment, effective January 1, 2017. All members who entered the Association prior to January 1, 2017 would continue to be enrolled in Safety Plan A or Plan B.

The benefit that is provided under Safety Plan B is referred to as “Safety Option Plan Two” under CalPEPRA. The benefit as outlined in §7522.25(c) is referred to as “Safety Option Plan One” under CalPEPRA.

---

<sup>1</sup> These include enrollment of Legacy members in Safety Plan A and CalPEPRA members in Safety Plan B.

**Results**

As of December 31, 2016, the total UAAL for SCERA calculated using the Actuarial Value of Assets was \$408 million. A portion of this amount was allocated to each employer as shown on pages 68-72 of our December 31, 2016 valuation report. The UAAL for the County was determined by adding up the amortization layers applicable to the County only; that amount was \$374 million for General and Safety combined.

Note that the primary purpose for preparing this illustration is to reflect future changes in the employer contribution rates due to: (1) the difference between enrolling new members who enter the Association on or after January 1, 2017 in the current Safety Plan B versus enrolling them under the new proposed Safety Plans pursuant to Safety Option Plan One (§7522.25(c)), either with or without an annual cost-of-living-adjustment for employees retiring in the future under those Plans, (2) the deferred recognition of investment gains (or losses), (3) the contribution rate impact due to the 18-month delay between the date of the valuation and the date of the rate implementation, and (4) the impact with the sunsets<sup>2</sup> of the additional 3.03% and 3.00% member contributions from General County and Safety County members, respectively.

**Difference in Cost of Enrolling New Members in Proposed Plans**

The comparison of normal costs for enrolling future Safety County members under the current Plan B versus the new proposed Safety Plans in Scenario B and Scenario C as of the December 31, 2016 valuation can be illustrated as follows:

	<b>Scenario A:</b>	<b>Scenario B:</b>	<b>Scenario C:</b>
	Current Safety Plan B	§7522.25(c) with 0% COLA	§7522.25(c) with 2% COLA
Employer Normal Cost Rate	11.54%	11.07%	13.93%
UAAL Rate	<u>10.49%</u>	<u>10.49%</u>	<u>10.49%</u>
Total Employer Rate	22.03%	21.56%	24.42%
Employee Normal Cost Rate	11.54%	11.07%	13.93%

It is our understanding that under §7522.25(f), an employer and employees may agree in a Memorandum of Understanding to offer Safety Option Plan One (§7522.25(c)) in lieu of Safety Option Plan Two (Plan B) provided that the conditions included in that subsection are satisfied.

As indicated by the employer and the employee normal cost rates provided above, the benefits provided under Scenario B would require a lower cost compared to the current Plan B while the benefits provided under Scenario C would require a higher cost.

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<sup>2</sup> As directed by SCERA, we have used a sunset date of June 30, 2024 for General County members and have used a sunset date of June 30, 2023 for Safety County members to estimate the actual sunset date, which is the last pay period in June 2023.

Furthermore, we note that the total employer and employee normal cost rate of 27.86% under Scenario C is higher than the total employer and employee normal cost rate if the County were to cover the new employees under the current Safety Plan A (which provides benefits of 3.0% at 50 with 0% COLA).

### **Deferred recognition of Investment Gains (or Losses)**

As of December 31, 2016, there were \$15.7 million in total net deferred investment gains (which was calculated as the difference between the Market Value of Assets and Actuarial Value of Assets), of which an estimated \$14.9 million in net deferred investment gains would be allocated to the County based on projected payroll as estimated in our December 31, 2016 valuation report for calendar year 2017 for General and Safety combined. In this letter, we have projected the change in the employer's contribution rate in the next several years as those net deferred investment gains are recognized as part of the Board's asset smoothing method, assuming again that the Association earns an annual return of 7.25% on a market value basis beginning with January 1, 2017. This is similar to the Baseline or Scenario #2 in our illustrations dated April 24, 2017 prepared for all the employers at SCERA.

### **Projection of Combined County General and Safety Contribution Rates and Change in County Safety Only Rates**

In Exhibit 1, we have provided the projected employer rates and dollar amounts for the County General and Safety combined. In addition, we have included the change in the projected employer rate for the County Safety only under each of the proposed Scenarios B and C. We have provided similar information in Exhibit 2 for the projected aggregate employee rates and dollar amounts. When reviewing the results in Exhibit 2, it should be pointed out that only individual members enrolled in the proposed Safety Plans would see a change in their employee rates when compared to the current Safety Plan B. This is the case even though we have expressed the contribution rate as a percentage of the total County General and Safety payroll. However, the change in the rates is expressed as a percentage of County Safety only payroll. Exhibit 3 shows the projected Unfunded Actuarial Accrued Liability under each of the three Scenarios for the County General and Safety combined.

The future employer aggregate normal cost rates calculated to include both the Legacy and the current Safety Plan B and proposed Safety Plans under Scenario B and Scenario C are projected to decrease for the current Safety Plan B and Scenario B and increase for Scenario C as members in the Legacy plans are gradually replaced by members in those plans. In addition to the CalPEPRA members reported in the December 31, 2016 valuation, we have estimated the potential change in employer normal cost by assuming that the payroll for the future new members enrolled after January 1, 2017 can be modeled as follows: (1) projecting the total \$338,195,000 December 31, 2016 combined County General and Safety payroll using the 3.5% annual increase used in the valuation to predict annual wage growth for amortizing the UAAL and (2) subtracting the projected closed group payroll for the County Legacy plans according to the assumptions used in the December 31, 2016 valuation to anticipate termination, retirement (both service and disability) and other exits from active employment.

Since we completed the last two valuations as of December 31, 2015 and 2016, active members represented by some of the bargaining groups have agreed to pay additional employee normal cost contributions that are above those determined under the 1937 Act CERL, as permitted under CalPEPRA. As the specific amount of those higher contributions (some of which have been paid starting in the 2016/2017 fiscal year) are dependent on the specific bargaining agreements, we have continued to include only the minimum member contribution rates in these illustrations. (This is consistent with the assumption we used in preparing our earlier illustration dated April 24, 2017.)

As a result of CalPEPRA, the employer is required to continue to contribute the normal cost even after the Association is expected to be over 100% funded, at least until the funded percentage exceeds 120%. This is shown in the projections where the contributions are equal to the normal cost once the Association is expected to be over 100% funded. This statutory requirement overrides the Association's funding policy provision that would amortize surplus over a 30-year period.

Also, there was an increase in the employer rate for the December 31, 2015 valuation<sup>3</sup> as a result of the assumption changes adopted by the Board. According to the Association's Actuarial Funding Policy that was last reviewed on June 18, 2015, a change greater than 2.00% of payroll due to assumption changes should be phased-in over a period of two years. Since this phase-in adjustment is made by the staff, the rates shown in the projection have not been adjusted for the phase-in.

### **Other Considerations**

As discussed earlier in this letter, the proposed Safety Plan under Scenario B provides a reduction in the employer's contribution rate requirement when compared to the current Safety Plan B. However, the proposed Safety Plan under Scenario C does not present a reduction in the employer's contribution rate, and furthermore the total normal cost of this option would be greater than the total normal cost under the Legacy Safety Plan A. Should the County wish to pursue the Safety Plan under Scenario C, we suggest the County consult with legal counsel on whether adoption of Safety Option Plan One, which is one of the formulas under CalPEPRA, and a 2% COLA benefit, which is not provided to the existing Safety Plans A and B members but is nonetheless a 1937 CERL optional plan feature that has not been eliminated by CalPEPRA, would satisfy the requirements of CalPEPRA.

Projections, by their nature, are not a guarantee of future results. The modeling projections are intended to serve as estimates of future financial outcomes that are based on the information available to us at the time the modeling is undertaken and completed, and the agreed-upon assumptions and methodologies described herein. Emerging results may differ significantly if the actual experience proves to be different from these assumptions or if alternative methodologies are used. Actual experience may differ due to such variables as demographic experience, the economy, stock market performance, and the regulatory environment.


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<sup>3</sup> The employer rate approved in the December 31, 2015 valuation will be implemented in fiscal year 2017/2018.

The projections are based on the actuarial assumptions and census data used in our December 31, 2016 valuation report for the Association. The assumed retirement rates for members enrolled in the proposed Safety Plans in Scenario B and Scenario C can be found in Exhibit 4 of this letter. Future experience is expected to follow all of the assumptions, except as noted above. This study was prepared under the supervision of Andy Yeung, ASA, MAAA, FCA, EA.

Please let us know if you have any questions.

Sincerely,



Paul Angelo, FSA, MAAA, FCA, EA  
Senior Vice President and Actuary

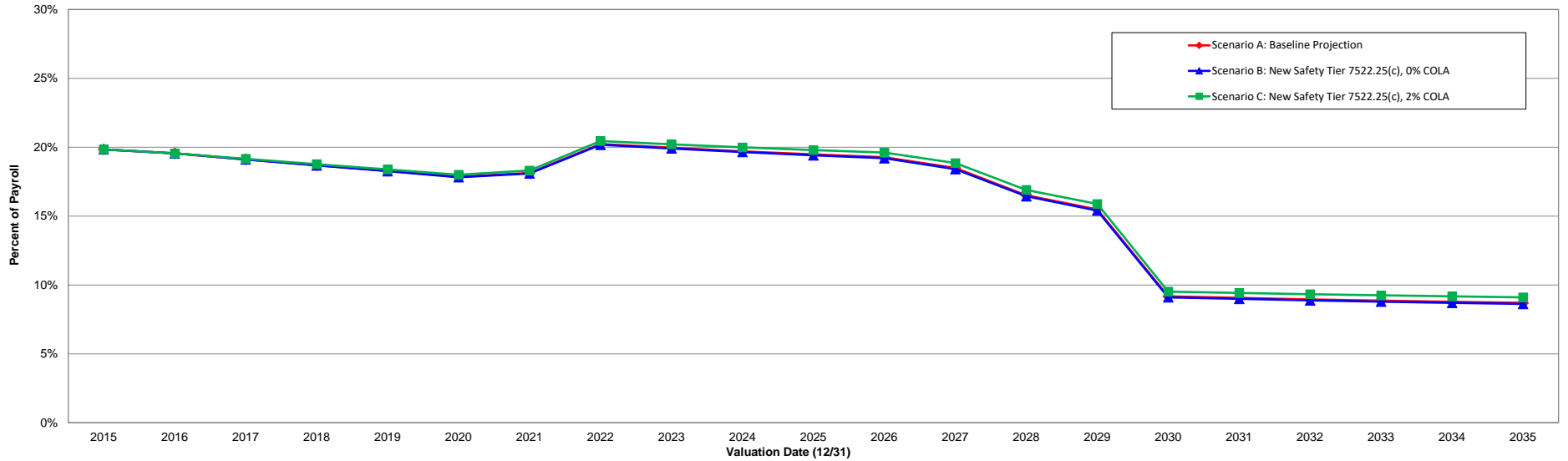


Andy Yeung, ASA, MAAA, FCA, EA  
Vice President and Actuary

EK/hy  
Enclosures

### Exhibit 1: Projected Employer Rates

(Before Reflecting Phase-in of the Contribution Rate Impact of the Assumption Changes from the December 31, 2015 valuation or Additional Employee Normal Cost Contributions)



**County General and Safety Combined**

Based on 12/31/2016 Projection

Valuation Date (12/31)	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
<b>Scenario A: Baseline Projection</b>	19.8%	19.6%	19.1%	18.7%	18.3%	17.9%	18.1%	20.2%	20.0%	19.7%	19.5%	19.3%	18.5%	16.5%	15.5%	9.2%	9.1%	9.0%	8.9%	8.8%	8.7%
<b>Scenario B: New Safety Tier 7522.25(c), 0% COLA</b>	19.8%	19.6%	19.1%	18.7%	18.3%	17.8%	18.1%	20.2%	19.9%	19.7%	19.4%	19.2%	18.4%	16.4%	15.4%	9.1%	9.0%	8.9%	8.8%	8.7%	8.6%
<b>Scenario C: New Safety Tier 7522.25(c), 2% COLA</b>	19.8%	19.6%	19.2%	18.8%	18.4%	18.0%	18.3%	20.5%	20.2%	20.0%	19.8%	19.6%	18.9%	16.9%	15.9%	9.5%	9.4%	9.3%	9.3%	9.2%	9.1%

Employer Contribution Amounts* for Plan Year Ending (12/31)	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
<b>Scenario A: Baseline Projection</b>	\$ 65.1	\$ 68.9	\$ 70.0	\$ 70.9	\$ 71.7	\$ 72.6	\$ 74.8	\$ 82.5	\$ 89.5	\$ 91.4	\$ 93.5	\$ 95.7	\$ 96.5	\$ 92.6	\$ 87.6	\$ 69.8	\$ 53.5	\$ 54.7	\$ 55.9	\$ 57.3	\$ 58.8
<b>Scenario B: New Safety Tier 7522.25(c), 0% COLA</b>	\$ 65.1	\$ 68.9	\$ 70.0	\$ 70.8	\$ 71.7	\$ 72.5	\$ 74.6	\$ 82.3	\$ 89.3	\$ 91.2	\$ 93.2	\$ 95.3	\$ 96.1	\$ 92.2	\$ 87.2	\$ 69.4	\$ 53.0	\$ 54.2	\$ 55.5	\$ 56.9	\$ 58.3
<b>Scenario C: New Safety Tier 7522.25(c), 2% COLA</b>	\$ 65.1	\$ 68.9	\$ 70.1	\$ 71.1	\$ 72.1	\$ 73.1	\$ 75.5	\$ 83.4	\$ 90.5	\$ 92.6	\$ 94.9	\$ 97.3	\$ 98.3	\$ 94.5	\$ 89.7	\$ 72.0	\$ 55.5	\$ 56.9	\$ 58.4	\$ 59.9	\$ 61.5

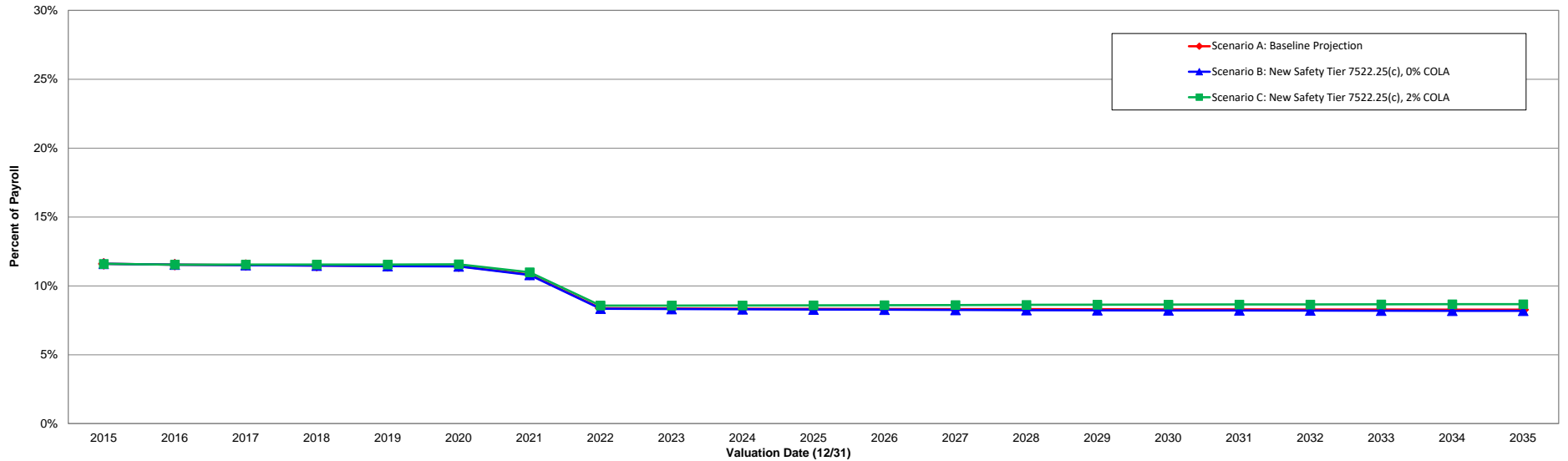
**County Safety Only**

Based on 12/31/2016 Projection

Reduction/(Increase) in Safety Only Employer Rates* for Plan Year Ending (12/31)	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
<b>Scenario B: New Safety Tier 7522.25(c), 0% COLA</b>	0.0%	0.0%	0.0%	0.1%	0.1%	0.1%	0.2%	0.2%	0.3%	0.3%	0.3%	0.4%	0.4%	0.4%	0.4%	0.4%	0.4%	0.4%	0.4%	0.4%	0.4%
<b>Scenario C: New Safety Tier 7522.25(c), 2% COLA</b>	0.0%	0.0%	-0.1%	-0.3%	-0.5%	-0.7%	-0.8%	-1.0%	-1.2%	-1.4%	-1.5%	-1.6%	-1.8%	-1.9%	-2.0%	-1.9%	-1.8%	-1.9%	-1.9%	-2.0%	-2.0%

\* Dollars are shown in millions. These contribution amounts and rates reflect the 18-month delay between rate calculation and rate implementation. We have also used projected payrolls for the corresponding calendar years.

**Exhibit 2: Projected Employee Rates**  
(Before Reflecting Additional Employee Normal Cost Contributions)



**County General and Safety Combined**

Based on 12/31/2016 Projection

Valuation Date (12/31)	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
<b>Scenario A: Baseline Projection</b>	11.6%	11.5%	11.5%	11.5%	11.5%	11.4%	10.8%	8.4%	8.4%	8.3%	8.3%	8.3%	8.3%	8.3%	8.3%	8.3%	8.3%	8.3%	8.3%	8.3%	8.3%
<b>Scenario B: New Safety Tier 7522.25(c), 0% COLA</b>	11.6%	11.5%	11.5%	11.5%	11.4%	11.4%	10.8%	8.3%	8.3%	8.3%	8.3%	8.3%	8.3%	8.3%	8.2%	8.2%	8.2%	8.2%	8.2%	8.2%	8.2%
<b>Scenario C: New Safety Tier 7522.25(c), 2% COLA</b>	11.6%	11.5%	11.6%	11.6%	11.6%	11.6%	11.0%	8.6%	8.6%	8.6%	8.6%	8.6%	8.6%	8.6%	8.6%	8.6%	8.7%	8.7%	8.7%	8.7%	8.7%

Employee Contribution Amounts* for Plan Year Ending (12/31)	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
<b>Scenario A: Baseline Projection</b>	\$ 39.5	\$ 40.5	\$ 41.8	\$ 43.1	\$ 44.5	\$ 46.0	\$ 46.3	\$ 41.3	\$ 37.3	\$ 38.5	\$ 39.8	\$ 41.1	\$ 42.5	\$ 44.0	\$ 45.5	\$ 47.0	\$ 48.6	\$ 50.3	\$ 52.0	\$ 53.8	\$ 55.7
<b>Scenario B: New Safety Tier 7522.25(c), 0% COLA</b>	\$ 39.5	\$ 40.5	\$ 41.7	\$ 43.1	\$ 44.4	\$ 45.9	\$ 46.1	\$ 41.2	\$ 37.1	\$ 38.3	\$ 39.5	\$ 40.9	\$ 42.2	\$ 43.6	\$ 45.1	\$ 46.6	\$ 48.2	\$ 49.9	\$ 51.5	\$ 53.3	\$ 55.1
<b>Scenario C: New Safety Tier 7522.25(c), 2% COLA</b>	\$ 39.5	\$ 40.5	\$ 41.8	\$ 43.3	\$ 44.8	\$ 46.4	\$ 46.9	\$ 42.1	\$ 38.2	\$ 39.5	\$ 41.0	\$ 42.4	\$ 44.0	\$ 45.6	\$ 47.2	\$ 48.9	\$ 50.7	\$ 52.5	\$ 54.4	\$ 56.3	\$ 58.3

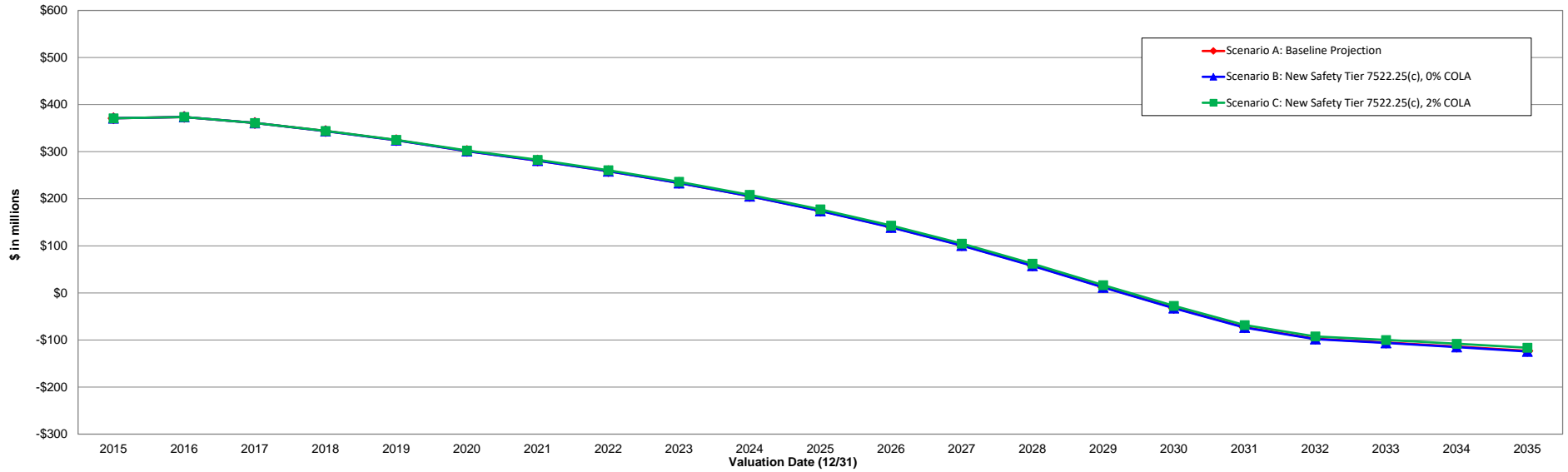
**County Safety Only**

Based on 12/31/2016 Projection

Reduction/(Increase) in Safety Only Employee Rates* for Plan Year Ending (12/31)	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
<b>Scenario B: New Safety Tier 7522.25(c), 0% COLA</b>	0.0%	0.0%	0.0%	0.1%	0.1%	0.1%	0.2%	0.2%	0.2%	0.2%	0.2%	0.3%	0.3%	0.3%	0.4%	0.4%	0.4%	0.4%	0.4%	0.4%	0.4%
<b>Scenario C: New Safety Tier 7522.25(c), 2% COLA</b>	0.0%	0.0%	-0.1%	-0.3%	-0.4%	-0.6%	-0.8%	-0.9%	-1.0%	-1.1%	-1.3%	-1.4%	-1.5%	-1.5%	-1.6%	-1.7%	-1.8%	-1.8%	-1.9%	-2.0%	-2.0%

\* Dollars are shown in millions. These contribution amounts and rates reflect the 18-month delay between rate calculation and rate implementation. We have also used projected payrolls for the corresponding calendar years.

**Exhibit 3: Projected UAAL**  
(Dollar Amounts in Millions)



**County General and Safety Combined**

County General and Safety Combined																					
Valuation Date (12/31)	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Scenario A: Baseline Projection	\$ 371	\$ 374	\$ 361	\$ 344	\$ 324	\$ 301	\$ 281	\$ 259	\$ 234	\$ 206	\$ 175	\$ 140	\$ 101	\$ 58	\$ 12	\$ (32)	\$ (73)	\$ (97)	\$ (105)	\$ (114)	\$ (123)
Scenario B: New Safety Tier 7522.25(c), 0% COLA	\$ 371	\$ 374	\$ 361	\$ 344	\$ 324	\$ 301	\$ 281	\$ 258	\$ 233	\$ 205	\$ 174	\$ 139	\$ 100	\$ 58	\$ 12	\$ (32)	\$ (74)	\$ (98)	\$ (106)	\$ (115)	\$ (124)
Scenario C: New Safety Tier 7522.25(c), 2% COLA	\$ 371	\$ 374	\$ 361	\$ 344	\$ 325	\$ 302	\$ 283	\$ 261	\$ 236	\$ 208	\$ 178	\$ 143	\$ 105	\$ 62	\$ 17	\$ (27)	\$ (68)	\$ (92)	\$ (100)	\$ (108)	\$ (116)



**Exhibit 4: Assumed Retirement Rates**

<b>Age</b>	<b>Current Safety Plan B</b>	<b>Proposed Safety Plans under Scenario B and Scenario C</b>
50	4.00	4.00
51	5.00	5.00
52	6.00	5.75
53	6.00	5.75
54	8.00	7.50
55	20.00	18.00
56	15.00	14.00
57	15.00	14.00
58	20.00	18.00
59	20.00	18.00
60	100.00	100.00

**Appendix N**  
**Lower Retirement Benefit Recruitment and Retention Impact Case Studies**

**City of San Jose**

In an attempt to address pension debt, voters and the City of San Jose passed a set of sweeping pension reforms in 2012. The public employee unions took legal action in response and a legal battle ensued. The courts overturned several provisions of the measure deeming some provisions unconstitutional because provisions altered benefits for current employees. In 2015 the City and unions agreed on a compromise resolution resulting in Measure F, which was approved by the voters in November 2016.

Measure B was estimated to save the City \$3 billion over 30 years due in part to significant cuts to retiree health benefits, the pension's cost of living adjustments, and the "bonus check" which was distributed when the funds performed greater than planned. The following summarized the key changes as a result of Measure B:

- Provided all new hires with a hybrid plan consisting of Social Security and a defined benefit plan (with City cost not to exceed 50% of plan) or defined contribution plan (with City cost not to exceed 9%).
- Added a new lower tier option for current employees of 2% @ 62 with final average salary based on highest 3 years, and reduced COLAs applicable to future years.
- Employees who did not opt in to the lower level of benefits would have compensation adjustment through additional retirement contributions up to a max of 16% in addition to cost sharing of normal cost.
- The cost of living adjustments for any defined benefit plan were limited to CPI and capped at 1.5% per year.
- Required existing and new employees to contribute at least 50% of the cost of retiree healthcare including normal cost and unfunded liabilities.

**Recruitment and Turnover Impacts**

Not long after Measure B was passed in 2012, reports stated significant recruitment and retention problems throughout the organization, particularly with police officers. Measure B also occurred on the heels of other significant reductions in compensation as a result of the great recession, including a 10% across the board reduction in salaries and other compensation reductions to address the city's structural deficit. Staff contacted the Human Resources Department for the City of San Jose and discussed the City's experience with recruitment difficulties, overtime, and use of sick time. San Jose shared the following regarding recruitment and retention difficulties:

- Vacancy and turnover rates increased from single digits to 14% after the passage of Measure B. Out of an employee population of 6500, Human Resources went from filling several hundred vacancies to 1000 positions every year.
- Since other agencies were not reducing benefits in a similar manner, San Jose became the place other agencies would go to recruit and there was little incentive for employees to stay.
- Since 2008, sworn vacancies in the Police Department have increased tenfold – from 22 vacancies in 2008 to 218 vacancies in 2015. During that time, authorized sworn police positions in the City decreased from 1,394 in FY 2008-09 to 1,109 in FY 15-16. This constitutes a rise in the vacancy rate from under 2 percent to nearly 20 percent.

**Appendix N**  
**Lower Retirement Benefit Recruitment and Retention Impact Case Studies**

- August, 2016, City Council adopted resolution and memorandum for an emergency declaration under the MMBA based on the unprecedented low staffing levels in the patrol division of the police department allowing for an immediate reassignment of officers from other assignments to patrol

County of Sonoma Human Resources staff also received the following tables are from the report to the Mayor and City Council on September 27, 2016 titled, "San Jose Police Department Sworn Staffing and Discussion of Options to Address the Unprecedented Low Sworn staffing Levels in the Patrol Division"

Table below illustrates staffing levels:

Actual Sworn Staffing Levels Three Year Comparison			
	As of 9/11/14	As of 9/10/15	As of 9/15/16
<b>Authorized Sworn Staffing</b>	<b>1,109</b>	<b>1,109</b>	<b>1,109</b>
<b>Less Sworn Vacancies</b>	<b>(103)</b>	<b>(171)</b>	<b>(197)</b>
Net Sworn Staffing	1,006	938	912
<b>Less Recruits/ Field Training</b>	<b>62</b>	<b>52</b>	<b>31</b>
Street-Ready Sworn	944	886	881
<b>Less Disability/Modified Duty/Leave of Absence</b>	<b>66</b>	<b>45</b>	<b>75</b>
Actual Full Duty	878	841	806

Since January 2012, there have been 205 retirements and 306 resignations/other separations offset by 26 rehires/reinstatements over the period, resulting in net total attrition of 485 sworn staff members.

**Table 2: Police Department Historical Sworn Attrition**

Historical Sworn Attrition 2012-2016						
	2012	2013	2014	2015	2016*	Total
Retirements	37	35	42	64	27	205
Resignation-Training	1	34	32	19	7	93
Resignations	68	49	40	36	7	200
Other Separations	2	1	3	5	2	13
<b>Sub Total</b>	<b>108</b>	<b>119</b>	<b>117</b>	<b>124</b>	<b>43</b>	<b>511</b>
Rehire / Reinstatements	-9	-6	-5	-4	-2	-26
<b>Total Attrition</b>	<b>99</b>	<b>113</b>	<b>112</b>	<b>120</b>	<b>41</b>	<b>485</b>

September 22, 2016

Overtime

Another impact of the pension changes and staffing crisis was the need to rely on overtime. The Office of the City Auditor recently completed an audit titled: Police Overtime, the San Jose Police Department

**Appendix N**  
**Lower Retirement Benefit Recruitment and Retention Impact Case Studies**

Relied on Overtime to Patrol the City Due to Unprecedented Vacancies. The report states the Police Department's overtime expenditures have more than tripled in the past seven years. The average overtime worked by sworn personnel has doubled from 225 hours of overtime in calendar year 2008 to 450 hours in 2015. In comparison, in FY 2015-16, sworn personnel in Los Angeles and San Francisco worked about 100 hours of city overtime or less.

**Sick Leave**

Sworn staff used to be able to sell accrued sick leave back to the City upon retirement. However, the current Memorandum of Agreement limits sick leave payouts to sick leave accrued before July 2013. These changes may have resulted in sworn employees having less of an incentive to accrue sick leave. In addition, fatigue due to high overtime use may also increase the amount of sick leave that sworn employees take.

With increases in officer workload, changes in the sick leave payout policy, and reduced ability to take vacation time, sick leave usage has increased significantly. The pattern of usage (heavier on weekends and during the summer months) indicates the potential use of sick leave to take time off in lieu of vacation or comp time.

**Measure F**

In November, 2015, the City and its Federated bargaining units reached an Alternative Pension Reform Settlement Framework Agreement ("Framework"). The Framework replaces the Measure B Tier 2 with new Tier 2, creates a Medical Panel in lieu of the Board of Administration to determine all disability applications and makes several other changes to the Plan. The Framework anticipated that formal repeal of Measure B and its enabling ordinances would be accomplished through another measure, Measure F. The voters approved Measure F on November 8, 2016.

As noted in the charts that the City of San Jose provided above, the rate of separations decreased in 2016. This could be explained by the collaborative process San Jose entered with the unions which resulted in Measure F being placed on the ballot in November, 2016 and passed by voters. Measure F reversed most of the pension benefit reductions included in Measure B. Measure F resulted in the following pension changes and benefits:

- Retirement benefits for Tier 2 members would be improved to levels similar to other Bay Area agencies as well as providing that the costs of the benefit are shared 50/50 between the City and employees in specified increments.
- The defined benefit retiree healthcare plan that established levels of healthcare benefits would be closed to new members.
- Tier 1 Employees who return after leaving the City would be Tier 1 Employees.
- The pre-Measure B definition of disability would be reinstated.
- An independent medical panel would be created to determine eligibility for disability retirements.
- Addition of Guaranteed Purchasing Power benefit to protect retirees against inflation.
- Both City and employees would be required to make the full annual required plan contributions calculated by the Retirement Board.
- Voter approval would be required for any future enhancements to defined retirement benefits.

**Appendix N**  
**Lower Retirement Benefit Recruitment and Retention Impact Case Studies**

- Retroactive benefit enhancements would be prohibited.

After the passage of Measure F, the city began the meet and confer process to implement the changes. Measure F has resulted in the need to amend ordinances and add new chapters to the San Jose Municipal Code. The changes have resulted in administrative costs and complexity for the Federated City Employees' Retirement System as a result of the addition of 4 retirement tiers and changes to the process for determination of disability retirements. The last part of Measure F was the implementation of a new defined contribution health reimbursement arrangement plan for retiree healthcare expenses. This was implemented in March 2018.

With the implementation of Measure F, and additional negotiated improvements in the police bargaining agreements, the city has seen an improvement in police academy enrollments.

### **City of San Diego**

In 2012, San Diego voters approved Prop B. Highlights include:

- Limit worker's base compensation used to calculate the employee's pension benefits to Fiscal Year 2011 levels until 6/30/18
- Provide all new hires (except sworn police officers) with a defined contribution plan(401K) in place of a defined benefit plan
- Provide contributions for employees participating in the new defined contribution plan:
  - The City's maximum contribution for general employees would be 9.2% of salary.
  - The maximum contribution for public safety officers would be 11% of salary.
- Eliminate pension benefits for City officers or employees convicted of a felony related to their employment, to the extent allowed by law.

Prop B was estimated to save the City \$963 million in salary freeze savings and another \$56 million in pension benefit costs (both over 30 years). Local unions appealed to PERB saying the measure was illegal because the Mayor of the city had a large role in drafting and supporting the proposition, which should have triggered meet and confer obligations with the Unions.

In 2015 PERB ruled that the Mayor using his position in office to advance the measure meant he was not acting as a private citizen and should have met & conferred with the Unions. PERB's ordered remedy was to provide retroactive pensions to employees hired since Prop B was approved. If this remedy were to ultimately be implemented, it would cost the City millions.

The City subsequently appealed the decision and the appeals court ruled in favor of the City in April 2016.

PERB is now representing the unions' interest in an appeal to the California Supreme Court. The Supreme Court has agreed to hear the case, and the hearing is anticipated to take place in early 2019.

### **Recruitment and Turnover Impacts**

## Appendix N

### **Lower Retirement Benefit Recruitment and Retention Impact Case Studies**

San Diego did not implement pension changes for police officers. As a result, and due to significant negotiated salary increases (30% increases over 5 years), they have not experienced recruitment and turnover difficulties for police officers. The city reported that after the implementation of the defined contribution retirement plan, between 2011 and 2013 they experienced a 53% reduction in qualified candidates for firefighter recruitments. While there were no reports available, according to the Human Resources contacts, since the pension reform changes, the city has experienced difficulty recruiting for positions across the board. Many departments have relaxed or lowered minimum requirements in order to be able to fill positions. The quality of applicants and the number of applications per vacancy has decreased. For firefighter positions, turnover has increased due to new hires coming to the city for training and then moving to higher paying agencies. They also lose many employees to San Diego County since the county pays as much as 20% more in salary and offers a defined benefit retirement plan.

San Diego does not participate in Social Security. Without Social Security, employees are left with virtually no retirement plan other than the defined contribution plan. This is a lower benefit than is offered at many private employers. An employer with a 401K that does not participate in Social Security is most likely to attract employees who are early in their careers and don't plan to stay with the city long term, or employees with no other options. They can get training and experience in their field and take their 401K with them to their next employer.

### San Juan Capistrano

San Juan Capistrano is part of the Orange County Employees Retirement System. In 2015, the City implemented Plan W. Plan W was negotiated with the Management & Professional Employees Association and Classified Employees Association only.

The agreement allows new employees to elect either:

- Plan W, hybrid plan with a defined benefit of 1.62% @ 65 benefit formula and a defined contribution component
- Plan U, defined benefit plan that aligns with the PEPRAs formula of 2.5% @ 67

The City had to satisfy three requirements in order to implement this new plan post-PEPRA:

1. Actuarial valuation determination that Plan W's formula has "no greater risk and no greater cost to the employer than the defined benefit formula required by PEPRA".
2. The Board of Retirement determination and certification that Plan W's formula has "no greater risk and no greater cost to the employer than the defined benefit formula required by PEPRA".
3. Plan W must be approved by the legislature.

After the first two requirements were satisfied, the legislature passed Assembly Bill 284 on July 13, 2015 adopting the new hybrid plan option.

### Recruitment and Turnover Impacts

## Appendix N

### **Lower Retirement Benefit Recruitment and Retention Impact Case Studies**

The city has a total of 95 employees. Since the plan has been available, the city has hired 40 employees and one has elected the hybrid plan. The Human Resources Director reports no impact on recruitment and turnover.

### University of California

The University of California Retirement System (UCRS) oversees the University of California Retirement Plan (UCRP), a defined-benefit retirement plan divided into four “tiers”: the UCRP 1976 Tier; the UCRP 2013 Tier; the Modified UCRP 2013 tier; and the UCRP 2016 Tier. Eligibility for each tier is fixed to employee hire dates. Also, in the case of the UCRP 2013 Tier and Modified UCRP 2013 Tier, eligibility is further determined by collective bargaining unit.

#### UCRP 2016 Tier

In 2016 the UC Board of Regents approved a new retirement program for future UC employees. UC developed the new retirement program to comply with the 2015 Budget Agreement between the UC and the State of California. Per the budget agreement, the University of California receives nearly \$1 billion in annual revenue and one-time funding over several years in exchange for tying pensionable earnings for new employees to the State of California’s PEPPA cap on pensionable earnings. UC contributes 14% of UCRP 2016 Tier member payroll to UCRP, of which 6% goes toward UCRP’s unfunded liability.

Under the UCRP 2016 Tier, UC employees hired on or after July 1 2016, into a career position lasting one year or longer receive a choice between two retirement options:

- Option 1 – Pension + 401(k) – style supplement (“Pension Choice”): the UCRP 2013 Tier pension is capped at the PEPPA salary limit – currently set at \$121,388.00 for Social Security Members and \$145,666.00 for Non Social Security Members - plus a supplemental 401(k)-style benefit for eligible employee pay up to the Internal Revenue Service limit (currently set at \$275,000.00 for 2018/2019) for Designated Faculty earnings, and eligible staff earnings above the PEPPA cap.
  - UCRP member contribution rate to UCRP Pension Plan: 7.0%
  - UCRP member contribution rate to 401(k) supplement: 7% pre-tax up to IRS maximum of \$275,000.00 for 2018/2019.
  - UC contribution to 401(k)-style supplement for Designated Faculty pay up to the IRS limit (currently set at \$275,000.00): 5%.
  - UC contribution to 401(k)-style supplement for eligible staff and other academic appointees on eligible pay above the PEPPA Cap (\$118,775.00): 3%.
- Option 2 – 401(k) style benefit (“Savings Choice”): A stand-alone 401(k)-style option with benefits-eligible employee pay up to the Internal Revenue Service limit.
  - Savings Choice participant contribution rate: 7% of annual eligible pay, pre-tax, up to IRS maximum of \$275,000.00 in 2018/2019.
  - UC Contribution rate: 8% of eligible pay, pre-tax, up to the IRS maximum of \$275,000.00 in 2018/2019.
  - UC’s Employer contribution to the 401(k)-style plan vests one year after participating employees become eligible to participate in the plan.

**Appendix N**  
**Lower Retirement Benefit Recruitment and Retention Impact Case Studies**

Employees in the UCRP 2016 Tier must choose one option within the initial 90-day enrollment period – otherwise they are enrolled in Option 1 by default.

As of June 30, 2017, the distribution of UCRP 2016 Tier members’ retirement benefit elections are as follows:

- 31% of UCRP 2016 Tier Members actively elected Option 1 (“Pension Choice”);
- 34% of UCRP 2016 Tier Members defaulted into Option 1 (“Pension Choice”);
- 35% of UCRP 2016 Tier Members elected Option 2 (“Savings Choice”).

Subject to IRS approval, employees who initially choose Option 2 may have one-time opportunity to switch to Option 1 after period of time equivalent to the longer of: a) five (5) years after date of hire; or b) for ladder-rank faculty, one year after the tenure decision; for lecturers or senior lecturers one year after the decision on security of employment; and for eligible Unit 18 non-Senate faculty as per their collective bargaining agreement.

**UCRP 2016 Tier and Organized Labor**

The UCRP 2016 Tier and the “Savings Choice” option has been met with fierce resistance from organized labor. As of March 29, 2018, the following bargaining units are out of contract, remain in “status quo,” and do not participate in the “Savings Choice” option:

- Health Care Professionals (University Professional and Technical Employees – UPTE)
- Registered Nurses (California Nurses Association - CNA)
- Patient Care Technical (American Federation of State, County and Municipal Employees – AFSCME)
- Research Support Professionals (UPTE)
- Service (AFSCME)
- Technical (UPTE)

AFSCME, in particular, has mounted an extensive public-relations campaign decrying the “Savings Choice” option and presenting the option as chief obstacle in reaching negotiated agreement. From Organized Labor’s perspective the “Savings Choice” option is the beginning of the end of the UCRP defined-benefit plan and represents shift of risk and liability from the UC to its employees.

**Recruitment and Turnover Impacts**

The County of Sonoma has been unable to ascertain the recruitment and turnover impacts of the UCRP 2016 tier at this time. However, the 35% take-up rate for the “Savings Choice” plan among eligible UCRP 2016 tier members suggests that the “Savings Choice” option is an attractive choice for new UC employees. Anecdotal evidence suggests that UC’s recruitment challenges are the result of adopting the PEPR cap and not the “Savings Choice” option.

UC has made strong effort to mitigate the recruitment challenges associated with adopting the PEPR cap by offering the supplemental 401(k) style benefit to eligible faculty members, and eligible staff whose earnings exceed the \$121,388.00 limit.





## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 47**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors  
Board of Directors of the Sonoma County Water Agency  
Board of Directors of the Sonoma County Agricultural Preservation and Open Space District  
Board of Commissioners of the Community Development Commission

**Board Agenda Date:** September 11, 2018

**Vote Requirement:** Majority

**Department or Agency Name(s):** County Administration, Auditor-Controller-Treasurer-Tax Collector, and Human Resources

**Staff Name and Phone Number:**

Christina Rivera, CAO – 565-2048  
Amanda Thompson, ACTTC – 565-3274  
Marcia Chadbourne, HR – 565-2473

**Supervisorial District(s):**

All

**Title:** Other Post-Employment Benefits (OPEB)

### Recommended Actions:

1. Accept Actuarial Valuation of Other Post-Employment Benefits (OPEB) as of June 30, 2017 pursuant to updated Financial Reporting and Accounting Requirements from the Governmental Accounting Standards Board (GASB) Statements 74 and 75.
2. Direct Staff to review previous strategies and develop recommendations for future options to reduce OPEB Unfunded Liability.

### Executive Summary:

The purpose of this report is to update the Board on the Other Post-Employment Benefits (OPEB) liability valuation as of June 30, 2017. This valuation follows the Governmental Accounting Standards Board (GASB) Standards 74 and 75 which determine the County's financial reporting requirements. Included in this report is the funding status of the County's liability which represents the County's current obligation to provide retiree medical benefits, and a recommendation to direct staff to identify strategies to reduce existing and future unfunded liability to address the long-term fiscal challenges caused by the unfunded liability.

### Discussion:

Since 2007, public agencies who provide other post-employment benefits (OPEB benefits) to their retirees have been required to conduct biennial actuarial valuations pursuant to GASB Statements 43 and 45, which addressed reporting and disclosure requirements for governmental employers. Under GASB 43 and

45, liabilities were only recorded to the extent that the employer was behind on their actuarially determined annual required contribution payments. Effective for FY 2016-17 and 2017-18, the GASB introduced Statements 74 and 75 to recognize the full liability and record related OPEB expenses when the benefits are earned (accrual based accounting) rather than when they are paid out (cash basis).

The following outline key changes to the GASB requirements:

1. The new GASB standards redefine OPEB liability and expense for reporting purposes. They do not direct how governments plan or develop funding policies;
2. These changes are identical to changes in pension reporting requirements implemented in FY 2014-15;
3. Requires full recognition of the net OPEB liability as of July 1, 2017, and to recognize annual changes in net liability, offset by increases or decreases in salaries and benefits;
4. New actuarial cost method, discount rate, and amortization periods are required for consistency in reporting among all governmental employers.

Other post-employment benefits, as defined by the GASB, include medical, prescription drug, dental, vision and life insurance benefits for which an employer provides a contribution to a retiree. For Sonoma County, OPEB primarily consists of contributions for retiree medical benefits provided to employees and retirees who were hired before January 1, 2009.

The County began addressing OPEB obligations in 2006, and began funding an OPEB Trust in 2007 through the Public Agency Retirement System (PARS). Based upon the 2017 valuation report, the County's net OPEB (unfunded) liability stands at \$336 million, in comparison to the County's 2007 unfunded liability of \$407 million under the old GASB standards. Based upon staffs own estimates, if the new GASB standards had been applied to the 2006 OPEB benefits, the net OPEB liability may have been valued at over \$650 M. Thus, the reduction of the net OPEB liability to \$336 M illustrates the Board's fiscally disciplined focus on not only recognizing accrued obligations but also taking action to fund them.

The value of the assets in the OPEB Trust has increased from an initial deposit in 2007 of \$7 million to \$49.7 million as of June 30, 2017 which provides a funded net position of 12.9%. The Board of Supervisors approved a policy to work towards funding the liability by setting an initial funding rate at 7.5% of payroll. The rate has been adjusted and currently stands at 8.8%. A summary page of the valuation is included in Attachment A, and the complete valuation report is on file with the Clerk of the Board. A summary of prior County OPEB valuations and funding progress since 2007 is outlined in Attachment B.

OPEB valuations are used by the County Administrator for budget forecasting and funding policy development, and by the Auditor-Controller-Treasurer-Tax Collector (ACTTC) for financial reporting in the County's Comprehensive Annual Financial Report (CAFR).

The primary objective of the GASB is to establish and improve accounting and financial reporting by state and local governments resulting in more useful information to users of financial reports. GASB 75, which was effective for FY 2017-18, adds the requirement that the net OPEB liability be recognized and reported as part of the County's overall assets and liabilities rather than as a financial statement note (GASB 43/45). The FY 2017-18 Comprehensive Annual Financial Report (CAFR) to be issued by December 31, 2018 will present the County's net OPEB liability in an Internal Service Fund (ISF), managed by Human Resources, consistent with fund accounting used for pension benefits managed by the Auditor-Controller.

The 2017 OPEB valuation as required under GASB Standards was completed by the County's benefits and actuarial consultants, Segal Consulting. As illustrated in the Summary of Key Valuation Results, Section 1, page iv, the County's net OPEB (Unfunded) liability has decreased from the 2016 valuation from \$368,302,774 to \$335,839,663, which places the Plans fiduciary net position at 12.9% funded.

The County's net OPEB (unfunded) liability of approximately 88% of the \$335,839,663 total net OPEB liability, is reflected in the OPEB ISF which has a negative net position.

The net OPEB liability is allocated among 15 County affiliate entities (i.e. Sonoma County Water Agency, Community Development Commission, etc.) based on an audited actuarial methodology, and provides full disclosure and transparency to the public for each of these entities. A complete listing of all 15 entities and the associated OPEB liability allocated to each entity as of June 30, 2017, is included as Attachment C.

Given the significant ongoing operational impact of the County's obligation to provide medical coverage for retirees, the long-term sustainability of the current retiree medical benefit must be explored and fiscal or benefit strategies should be assessed to ensure the county's sustainable fiscal position which is critical to provide continued essential public services.

The County's OPEB valuation takes into account various assumptions for employees and retirees who were hired before January 1, 2009. Group demographics including age, turnover, mortality, disability, and retirement trends as used by the SCERA for pension, and the County's own health care trends are used to determine the total OPEB liability.

The County's current budgeted Retiree Benefit payroll rate is 8.8%, which generates approximately \$28.4 million annually. Based upon the 2017 valuation, the current payroll rate continues to generate sufficient revenue for the County to pay current FY 2018-19 retiree medical premium obligations, to fund portions of the SCARE settlement (SCARE HRA Payment of \$4,090,000 - due June 30, 2019), and is projected to include a modest annual deposit into the PARS Trust by June 30, 2019, estimated at \$3,000,000.

### **Conclusion**

The County's ability to continue the current level of retiree medical benefits is a significant challenge and impacts the County's long-term fiscal sustainability. The chance of future budgetary constraints is high if the OPEB unfunded liability is not addressed. It is recommended the Board accept this update report and direct staff to review previous strategies and develop recommendations for future options to reduce and/or eliminate OPEB Unfunded Liability.

### **Prior Board Actions:**

- 04/10/2007: Changes to Medical benefits for Salary Resolution employees and the Board of Supervisors
- 02/08/2008: Receive Final Report to Address Cost of Retiree Medical and OPEB Liability
- 06/17/2008: Received 2007 actuarial report determining Sonoma County's OPEB liability.
- 06/17/2008: Established PARS OPEB Trust and authorize transfer of funds at 6/30/08, Reso #08-0559
- 06/23/2009: Authorized transfer of funds to OPEB Trust
- 06/21/2011: Accepted OPEB Status Report and actuarial assumptions for 2011 OPEB Valuation, and Payroll Rate

08/19/2008: Changes to Health and Welfare Benefits Provided to Salary Resolution Employees and retirees  
 12/13/2011: Received 2011 OPEB Valuation Report  
 06/25/2013: Authorized CAO and ACTTC to Facilitate Financial and Budget Transactions for deposit of funds into the PARS OPEB trust, and for subsequent fiscal years– Reso #13-0268  
 03/08/2016: Accepted 2015 OPEB Valuation Report, Reviewed New GASB standards, Directed staff to develop recommendations for future options to reduce and/or eliminate OPEB Liability  
 12/05/2016: Authorized Settlement –Sonoma County Assn. Of Retired Employees v. County of Sonoma

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

Consistent with the Board’s strategic direction in the context of Pension Reform, similar efforts must be continued to address the County’s unfunded liability associated with its legacy retiree medical plan

**Fiscal Summary**

<b>Expenditures</b>	<b>FY 18-19 Adopted</b>	<b>FY 19-20 Projected</b>	<b>FY 20-21 Projected</b>
Budgeted Expenses	\$28,446,000		
Additional Appropriation Requested			
<b>Total Expenditures</b>	<b>\$28,446,000</b>		

**Funding Sources**

General Fund/WA GF	\$14,099,005		
State/Federal/Fees/Other	\$14,346,995		
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>	<b>28,446,000</b>		

**Narrative Explanation of Fiscal Impacts:**

The expenditures illustrated above includes the payroll revenue at 8.8% projected to be realized by June 30, 2019. Future years projections will be updated based upon the 2018 OPEB actuarial valuation for FY 19/20.

**Staffing Impacts**

<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A – I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>
Not applicable.			

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

Not applicable at this time. Future OPEB financial reporting and accounting requirements will result in budgetary impacts including potential staffing, program and/or service reductions.

**Attachments:**

Attachment A: Summary of Key Valuation Results

Attachment B:

Attachment C: Listing of County Affiliate Agencies.

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

Governmental Accounting Standards (GASB) 75 Actuarial Valuation of Review of Other Post-Employment Benefits, Based upon June 30, 2017, Measurement Date for Employer Reporting as of June 30, 2018.

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**Summary of Key Valuation Results**


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<b>Reporting Date for Employer under GASB 75</b>	<b>June 30, 2018<sup>(1)</sup></b>
<b>Measurement Date for Employer under GASB 75</b>	<b>June 30, 2017</b>
<b>Disclosure elements for fiscal year ending June 30:</b>	
Service cost <sup>(2)</sup>	\$13,800,001
Total OPEB Liability <sup>(3)</sup>	385,583,007
Plan's Fiduciary Net Position <sup>(3)</sup>	49,743,344
Net OPEB Liability <sup>(3)</sup>	335,839,663
OPEB expense	13,890,724
<b>Schedule of contributions for fiscal year ending June 30:</b>	
Actuarially determined contributions	\$21,652,767
Actual contributions	27,699,445
Contribution deficiency (excess)	(6,046,678)
<b>Demographic data for plan year ending June 30:</b>	
Number of retired members, married dependents, and beneficiaries <sup>(4)</sup>	4,120
Number of active members eligible for OPEB <sup>(4)</sup>	2,083
<b>Key assumptions as of June 30:</b>	
Investment rate of return on Plan assets	6.50%
Inflation rate	3.00%
Projected salary increase	3.50%

<sup>(1)</sup> The reporting date and measurement date for the plan are June 30, 2017.

<sup>(2)</sup> Please note that the service cost is based on the previous year's valuation, meaning the 2017 value is based on the valuation as of June 30, 2016.

<sup>(3)</sup> For informational purposes, the TOL, Plan Fiduciary Net Position and NOL as of June 30, 2016 are as follows:

	<i>June 30, 2016</i>
Total OPEB Liability	\$410,382,889
Plan's Fiduciary Net Position	<u>42,080,115</u>
Net OPEB Liability	\$368,302,774

<sup>(4)</sup> The June 30, 2017 valuation was based on census data as of June 30, 2016.

Attachment B

GASB 43/45 Terminology	OPEB Valuations Under GASB 43/45						OPEB Valuations Under GASB 74/75			
	2007	2009	2011	2013	2015	2016	2016 Revised *	2016 Post SCARE Settlement	2017 Valuation GASB 7475	New GASB 74/75 Terminology
Actuarial Accrued Liability	\$414,418,582	\$268,453,913	\$316,736,980	\$335,364,067	\$307,775,992	\$317,511,674	\$490,836,084	\$410,382,889	\$385,583,007	Total OPEB Liability
Plan Assets	\$7,000,000	\$9,716,355	\$19,045,636	\$23,693,872	\$37,258,656	\$42,080,115	\$42,080,115	\$42,080,115	\$49,743,344	Plan Fiduciary Net Position
Funded Ratio	1.69%	3.62%	6.01%	7.07%	12.11%	13.25%	8.57%	10.25%	12.90%	Plan Fiduciary Net Position as %
Unfunded Actuarial Accrued Liability	\$407,418,582	\$258,737,558	\$297,691,344	\$311,670,195	\$270,517,336	\$275,431,559	\$448,755,969	\$368,302,774	\$335,839,663	Net OPEB Liability
Annual Required Contrib.	\$37,039,322	\$38,613,493	\$23,582,859	\$26,715,197	\$26,538,787	\$21,455,440	\$21,455,440	\$21,455,440	\$21,652,767	Actuarially Determined Contribution
County OPEB Payroll Rate	7.5%	7.5%	7.3%	7.5%	8.8%	8.8%	8.8%	8.8%	8.8%	

\* Does not include SCARE settlement

## SECTION 2: GAS 75 Information for the County of Sonoma

## EXHIBIT 7 (continued)

## Determination of Proportionate Share

## Allocation of June 30, 2017 Net OPEB Liability

Employer Category	NOL	Percentage
1. County of Sonoma	\$294,946,285	87.824%
2. Community Development Commission	3,318,822	0.988
3. First 5 Commission	599,568	0.179
4. Sonoma County Fair	1,967,830	0.586
5. HR – Risk	2,475,913	0.737
6. Law Library	81,811	0.024
7. SCAPOSD	2,115,054	0.630
8. Spud Point Marina	322,987	0.096
9. Airport	1,190,582	0.355
10. Integrated Waste Management	832,455	0.248
11. Northern Air Pollution District	527,309	0.157
12. Transit Fund	440,371	0.131
13. Retirement	1,655,499	0.493
14. SCTA	1,282,277	0.382
15. SCWA	<u>24,082,900</u>	<u>7.171</u>
Total for all Employer Categories	\$335,839,663	100.000%

## Notes:

1. Based on the July 1, 2016 through June 30, 2017 pensionable wages as provided by the County of Sonoma.
2. The Net OPEB Liability (NOL) is the Total OPEB Liability (TOL) minus the Plan's Fiduciary Net Position (plan assets).
3. The NOL is allocated based on the actual pensionable wages from each employer category. The steps used for the allocation are as follows:
  - First calculate the ratio of the pensionable wages from the employer category to the total pensionable wages.
  - Then multiply this ratio by the NOL to determine the employer category's proportionate share of the NOL.





## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 48**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** September 11, 2018

**Vote Requirement:** Majority

**Department or Agency Name(s):** Permit Sonoma

**Staff Name and Phone Number:**

Blake Hillegas, x1392

**Supervisorial District(s):**

All

**Title:** Amendment to Chapter 26A of the Sonoma County Code (Mining Ordinance) to clarify setbacks to critical habitat.

### **Recommended Actions:**

Hold a public hearing and adopt the attached ordinance amending Chapter 26A (Mining Code) to clarify that setbacks to critical habitat do not retroactively apply to quarry sites that were approved prior to the General Plan designation of critical habitat in 2012.

### **Executive Summary:**

On August 31, 2011, the U.S. Fish and Wildlife Service promulgated in the Federal Register a map of approximately 47,383 acres of critical habitat in the Santa Rosa Plain for the California Tiger Salamander (CTS). In 2012, the General Plan Open Space map OSRC-2 was amended to include 47,383 acres of "critical habitat". Section 26A-09-040(d) of the Mining Code requires setbacks of 100 feet from "critical habitat" as "designated" in the General Plan.

The existing Stony Point Quarry and the approved Roblar Road Quarry do not comply with the setback requirements because they are entirely within the newly designated 47,383 acres of critical habitat. The Stony Point Quarry has been operating for over 90 years and has vested rights. The Roblar Road quarry was permitted in 2010 before the critical habitat was designated, and the quarry is fully mitigating impacts to CTS pursuant to state and federal requirements. There was never any expectation that the setbacks would apply to these quarries, and the setbacks were not intended to apply retroactively. These quarries were permitted prior to the designation of the California Tiger Salamander critical habitat and these quarries have addressed or are addressing impacts to CTS in compliance with state and federal law. The Open Space map critical habitat change was treated as a technical data change and not as a substantive change in land use requirements.

On July 12, 2018, the Planning Commission held a public hearing to review and consider a change to the Mining Code that would clarify that designation of critical habitat in the General Plan in 2012 was not intended to apply retroactively to mining sites that were approved prior to the designation of critical

habitat. The Planning Commission recommends that the following language be added at the conclusion of section 26A-09-040(d): *“Setbacks from designated critical habitat do not apply to sites that were reviewed pursuant to the California Environmental Quality Act and approved prior to the designation of the relevant critical habitat in the general plan.”* This item is a clarification under existing law, and therefore, is not a project subject to CEQA as defined in Section 15378. No additional CEQA review is required because the relevant permitted sites have already undergone CEQA review.

**Discussion:**

**Background:**

Chapter 26A of the County Code addresses the local implementation of the California Surface Mining and Reclamation Act of 1975. A major 1999 amendment included sections creating “general standards,” “instream mining standards,” “terrace mining standards,” and “quarry mining standards.” The “general standards” provide that impacts to valuable habitat must be mitigated to a level that is less than significant. The instream and quarry mining sections however contain more specific terms that address “critical habitat.”

On August 31, 2011, the U.S. Fish and Wildlife service promulgated a map of approximately 47,383 acres of critical habitat for the California Tiger Salamander (CTS) in the Federal Register. The 47,383 acres encompasses most of the Santa Rosa Plain, from Windsor to southern Cotati, including a portion in the southwest that extends into the Roblar Valley. On October 23, 2012, the Board of Supervisors adopted map amendments to the Open Space Element of the General Plan to designate critical habitat for the California Tiger Salamander. Whereas the General Plan maps had previously identified the “potential range” of the California Tiger Salamander on the open space maps, they now specifically referenced the federal “critical habitat” map. The map change was treated as a technical data change and not as a substantive change in land use requirements.

**Habitat Protections – Setbacks to Critical Habitat Designations in the General Plan:**

The “general standards” of the Surface Mining and Reclamation Ordinance provide that impacts to valuable habitat must be mitigated to a level that is less than significant. The instream and quarry mining sections however contain more specific terms that address “critical habitat.” “Critical habitat” is habitat (although not necessarily occupied) that the federal government identifies for special treatment under the Endangered Species Act in the context of Section 7 consultations between federal agencies.

With respect to instream mining, Section 26A-09-020(p) of Chapter 26A allows for mining in “critical habitat” if the project complies with the state and federal Endangered Species Acts. However, the quarry mining provisions are more restrictive. The code requires setbacks from “critical habitat” if that critical habitat has been “designated” in the General Plan. Section 26A-09-040(d) states: “Setbacks, mining operations, stockpiles, and processing operations are to be set back a minimum of twenty-five feet (25’) from the MR zone boundary, the property boundary, and road easements and rights-of-way, whichever is the most restrictive. The minimum allowed setback for quarry mining operations from stream banks and critical habitat areas designated in the general plan is one hundred feet (100’)...”

The 100-foot setback from critical habitat is not required by state or federal law. The setbacks in this section of the code correspond to setbacks required in the Sonoma County Aggregate Resources

Management Plan (pages 7-10, 8.5-1) (ARM Plan), which when adopted were intended to protect rivers and fish. The ARM Plan frequently uses the term “critical riparian habitat” rather than “critical habitat.” The ARM Plan states that these setbacks are to be addressed in prospective permitting decision making. It indicates no intent to impose setbacks retroactively.

**Compliance Conflicts Regarding Setback Requirements:**

The Stony Point Quarry and the Roblar Road Quarry cannot comply with a 100-foot setback because they are entirely within the newly designated 47,383 acres. There was never any expectation that the setbacks would apply to these quarries, and these setbacks were not intended to apply retroactively. These quarries were permitted prior to the designation of the California Tiger Salamander critical habitat and have addressed or are addressing impacts to CTS in compliance with state and federal law. The staff report for the 2012 map changes stated that the changes “do not reflect any substantive change in County land use policy.” The Stony Point Quarry has been operating for over 90 years and has vested rights. It is also a designated quarry site in the ARM Plan. The Roblar Road quarry was permitted in 2010 before the setbacks applied, and that quarry is fully mitigating impacts to CTS pursuant to state and federal requirements. It is also a designated as a potential quarry site in the ARM Plan.

**General Plan and Surface Mining And Reclamation Act consistency:**

Because the permitted sites are designated in the ARM Plan, confirming that the setbacks are not retroactive maintains the consistency of the General Plan. This is because the Mineral Resources section of the Open Space and Resource Conservation Element utilizes the ARM Plan to prioritize aggregate resource sites, as contemplated by the Surface Mining And Reclamation Act (Public Resources Code section 2762). The Open Space and Resource Conservation Element explains, under the Surface Mining and Reclamation Act, “local agencies must adopt mineral management policies that recognize mineral information provided by the State, assist in the management of land use that affect areas of statewide and regional significance, and emphasize the conservation and development of identified mineral deposits. Accordingly, Sonoma County has adopted the Aggregate Resources Management (ARM) Plan to set forth the State mandated mineral management policy for the County.”

**Planning Commission Recommendation:**

Adopt an ordinance making a technical amendment to Chapter 26A of the County Code by adding the following language at the conclusion of 26A-09-040(d): *“Setbacks from designated critical habitat do not apply to sites that were reviewed pursuant to the California Environmental Quality Act and approved prior to the designation of the relevant critical habitat in the general plan.”*

**Prior Board Actions:**

N/A

<b>Strategic Plan Alignment</b> Goal 2: Economic and Environmental Stewardship			
Clarifying that setbacks to critical habitat do not apply retroactively to permitted quarry sites, while addressing federal and state Endangered Species Acts, is consistent with resource conservation and infrastructure rebuilding and economic goals by supporting mining in accordance with the County's Aggregate Resource Management Plan.			
<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 16-17 Adopted</b>	<b>FY 17-18 Projected</b>	<b>FY 18-19 Projected</b>
Budgeted Expenses			
Additional Appropriation Requested			
<b>Total Expenditures</b>			
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>			
<b>Narrative Explanation of Fiscal Impacts:</b>			
<b>Staffing Impacts</b>			
<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A – I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
Ordinance with Exhibit A Planning Commission Resolution			

Draft Planning Commission Minutes from 12 July 2018  
General Plan Critical Habitat Map  
Planning Commission Staff Report and attachments dated 12 July 2018

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

Not Applicable

**ORDINANCE NO. (    )**

**AN ORDINANCE OF THE BOARD OF SUPERVISORS, COUNTY OF SONOMA, STATE OF CALIFORNIA, AMENDING CHAPTER 26A (SURFACE AND MINING ORDINANCE) OF THE SONOMA COUNTY CODE TO CONFIRM THAT SETBACKS TO CRITICAL HABITAT AS DESIGNATED BY THE GENERAL PLAN IN 2012 DO NOT RETROACTIVELY APPLY TO ALREADY PERMITTED SITES, INCLUDING THE EXISTING STONY POINT QUARRY (7271 STONY POINT ROAD) AND THE APPROVED ROBLAR ROAD QUARRY (7175 AND 7601 ROBLAR ROAD); APNs 024-050-015 AND -016 AND 027-080-009 AND -010**

The Board of Supervisors of the County of Sonoma, State of California, ordains as follows:

SECTION I: The Board finds and declares that adoption of this Ordinance is necessary to confirm that setbacks to critical habitat as designated in the General Plan in 2012 do not retroactively apply to already approved and permitted sites, including the Stony Point Quarry and the Roblar Road Quarry, based on the following findings:

1. On August 31, 2011, the U.S. Fish and Wildlife service promulgated a map of approximately 47,383 acres of critical habitat for the California Tiger Salamander (CTS) in the Federal Register. The 47,383 acres encompasses most of the Santa Rosa Plain, from Windsor to southern Cotati, including a portion in the southwest that extends into the Roblar Valley. On October 23, 2012, the Board of Supervisors adopted map amendments to the Open Space Element of the General Plan to designate critical habitat for the California Tiger Salamander. Whereas the General Plan maps had previously identified the “potential range” of the California Tiger Salamander on the open space maps, they now specifically referenced the federal “critical habitat” map. The map change was treated as a technical data change and not as a substantive change in land use requirements.
2. While the Stony Point Quarry and the Roblar Road Quarry do not comply with the 100 foot critical habitat setback requirement of the Surface Mining and Reclamation Ordinance based on the 2012 General Plan change, these quarries were permitted prior to the designation of the California Tiger Salamander critical habitat, and have addressed or are addressing impacts to CTS in compliance with state and federal law. There was never any expectation that the setbacks would apply to these quarries, and these setbacks were not intended to apply retroactively. The Stony Point Quarry has been operating for over 90 years and has vested rights. The Roblar Road quarry was permitted in 2010 before the setbacks applied, and that quarry is fully mitigating impacts to CTS pursuant to state and federal requirements. Both quarries are designated as a potential quarry sites in the ARM Plan.

SECTION II: Amendment to Surface Mining and Reclamation Ordinance. Section 26A-09-040 (d) (Quarry Mining) of the Sonoma County Code is amended as set forth in the attached Exhibit A.

SECTION III: Environmental Determination. This action is a clarification of existing law, and therefore, is not a project subject to CEQA as defined in Section 15378 and is also exempt under Section 15061(b)(3). No additional CEQA review is required because the relevant permitted sites have already undergone CEQA review.

SECTION IV: If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portion of this Ordinance. The Board of Supervisors hereby declares that it would have passed this Ordinance and every section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one

or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

SECTION V: Effective Date. This Ordinance shall be and the same is hereby declared to be in full force and effect following its passage, and shall be published once before the expiration of fifteen (15) days after passage, with the names of the Supervisors voting for or against the same, in a newspaper of general circulation, published in the County of Sonoma, State of California.

In regular session of the Board of Supervisors of the County of Sonoma, passed and adopted on the \_\_\_ day of \_\_\_, 2018, on regular roll call of the members of said Board by the following vote:

SUPERVISORS:

Gorin:      Rabbitt:      Zane:      Hopkins:      Gore:\_\_\_

Ayes:      Noes:      Absent:      Abstain: \_\_\_\_

WHEREUPON, the Chair declared the above and foregoing Ordinance duly adopted and

SO ORDERED.

\_\_\_\_\_  
Chair, Board of Supervisors  
County of Sonoma

ATTEST:

\_\_\_\_\_  
Sheryl Bratton,  
Clerk of the Board of Supervisors

**Sec. 26A-09-040. - Quarry mining standards.**

In addition to the general mining standards set forth in Section 26A-09-010, the following standards shall be applied to quarry mining operations.

- (a) A mining permit for quarry operations shall be granted for a period not to exceed twenty (20) years, at the end of which time it shall expire; provided, however, that any such permit shall, upon written request to the county filed prior to its expiration, be reissued for periods not to exceed twenty (20) years if the permittee can establish to the satisfaction of the planning commission, or on appeal to the board of supervisors, that the use has not been conducted in a manner that is:
  - (1) Detrimental to the environment beyond impacts anticipated at the time of permit approval; or
  - (2) In violation of permit conditions. An application for reissuance shall be processed in the manner provided in Section 26A-07-010.
- (b) Visibility. To the extent feasible, quarry sites shall be screened visually from public roads and uses with topographic features, berms, shrubs and trees native to the area.
- (c) Slope Stability. The maximum allowable working slopes of the mine face shall be approved by a certified engineering geologist or a registered geotechnical engineer and specifically stated in the use permit. Any variation from the slope requirements of section 3502 (b)(3) of the state reclamation guidelines shall be specifically justified in the reclamation plan. Benches in slopes are required every twenty-five (25) to thirty (30) vertical feet for access and drainage control. Working slopes must eventually conform to final reclaimed slopes and topography. Quarries in or near fault zones may be required to incorporate additional geotechnical measures to insure worker and public safety.
- (d) Setbacks. Mining operations, stockpiles, and processing operations are to be set back a minimum of twenty-five feet (25') from the MR zone boundary, the property boundary, and road easements and rights-of-way, whichever is the most restrictive. The minimum allowed setback for quarry mining operations from stream banks and critical habitat areas designated in the general plan is one hundred feet (100'). A minimum two hundred foot (200') setback is also required from the boundary of any general plan residential land use designations. Additional setbacks may be required as a result of site specific reviews in order to mitigate environmental impacts and land use conflicts. Setbacks from designated critical habitat do not apply to sites that were reviewed pursuant to the California Environmental Quality Act and approved prior to designation of critical habitat in the General Plan.
- (e) Ancillary Activities. With approval of a use permit, quarry operations may include the manufacture of concrete and asphalt products and the processing and sales of raw, processed or recycled earth materials and aggregate products. Importation of such



**Exhibit A**  
Surface Mining and Reclamation Ordinance Amendment

materials may be included as ancillary uses allowed with the use permit. Existing quarries may import a maximum of twenty-five percent (25%) of the aggregate materials processed or sold in each calendar year without obtaining a new use permit. This limit does not apply to materials brought to quarries for recycling.

- (f) **Water Supply.** All quarry sites must have adequate water supplies to support the operation. Sites located in Sonoma County Water Availability Zones III and IV will require analysis of the proposed water use, evaluation of the adequacy of the water supply, and mitigation of effects on water resources and nearby water users. Quarry operators may be required to monitor, survey, or report on depth and grades of excavation, groundwater levels, water use, revegetation and other subjects.
- (g) **Erosion and Sediment Control.** Drainage plans and facilities must minimize slope erosion and off-site sedimentation.
- (h) **Use of Explosives.** No explosives shall be used except as authorized by the use permit. Blasting activities shall be conducted by a qualified licensed blasting professional in compliance with state blasting regulations. Blasting permits shall be obtained from the Sonoma County sheriff's department. Blasting operations shall be designed to minimize adverse noise and vibration impacts on offsite residential areas. Permits may be conditioned to require notice to immediate neighbors prior to blasting.

(Ord. No. 5165 § 1, 1999.)

Resolution Number 18-009

County of Sonoma  
Santa Rosa, California

July 12, 2018  
ORD18-0005      Blake Hillegas

A RESOLUTION OF THE PLANNING COMMISSION OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA, RECOMMENDING THAT THE BOARD OF SUPERVISORS ADOPT AN ORDINANCE AMENDING CHAPTER 26A (SURFACE AND MINING ORDINANCE) OF THE SONOMA COUNTY CODE TO CONFIRM THAT SETBACKS TO CRITICAL HABITAT AS DESIGNATED BY THE GENERAL PLAN IN 2012 DO NOT RETROACTIVELY APPLY TO ALREADY PERMITTED SITES, INCLUDING THE EXISTING STONY POINT QUARRY (7271 STONY POINT ROAD) AND THE APPROVED ROBLAR ROAD QUARRY (7175 AND 7601 ROBLAR ROAD); APNs 024-050-015 AND -016 AND 027-080-009 AND -010

WHEREAS, the Stony Point Quarry has been operating for 90 years and has vested rights; and

WHEREAS, the Roblar Road Quarry project was approved on December 14, 2010; and

WHEREAS, both sites are designated as potential quarries in Sonoma County's Aggregate Resource Management Plan; and

WHEREAS, an EIR was certified for the Roblar Road Quarry, which included mitigation measures to reduce potential impacts to the California Tiger Salamander to less than significant; and

WHEREAS, On August 31, 2011, the U.S. Fish and Wildlife service promulgated a map of approximately 47,383 acres of critical habitat for the California Tiger Salamander (CTS) in the Federal Register; and

WHEREAS, the 47,383 acres of critical habitat encompasses most of the Santa Rosa Plain, from Windsor to southern Cotati, including a portion in the southwest that extends into the Roblar Valley; and

WHEREAS, the Sonoma County Surface and Mining Ordinance establishes a 100 foot setback from critical habitat as designated in the General Plan; and

WHEREAS, On October 23, 2012, the Board of Supervisors adopted map amendments to the Open Space Element of the General Plan to designate critical habitat for the California Tiger Salamander; and

WHEREAS, the General Plan maps had previously identified the "potential range" of the California Tiger Salamander on the open space maps, they now specifically reference the federal "critical habitat" map; and

WHEREAS, the existing Stony Point Quarry and approved Roblar Road Quarrie do not comply with the 100 foot setback to critical CTS habitat as designated in the General Plan; and

WHEREAS, the General Plan open space map change was treated as a technical data change and not as a substantive change in land use requirements; and

WHEREAS, there was never any expectation that the setbacks would apply to these quarries, and these setbacks were not intended to apply retroactively; and

WHEREAS, Stony Point Quarry has been operating for over 90 years and has vested rights;  
and

WHEREAS, the Roblar Road quarry was permitted in 2010 before the setbacks were adopted;

WHEREAS, the Roblar Road quarry is fully mitigating impacts to CTS pursuant to state and federal requirements.

NOW THEREFORE BE IT RESOLVED that the Planning Commission hereby confirms that the setbacks to critical habitat as designated by the General Plan in 2012 and referenced in the Surface and Mining Ordinance do not retroactively apply to already permitted sites, including the Stony Point and Roblar Road Quarries; and

BE IT FURTHER RESOLVED that this item is a clarification under existing law, and therefore, is not a project subject to CEQA as defined in Section 15378 and is also exempt under Section 15061(b)(3). Furthermore, no additional CEQA review is required because the relevant permitted sites have already undergone CEQA review; and

BE IT FURTHER RESOLVED that the Planning Commission recommends that the Board of Supervisors adopt the proposed amendments to Chapter 26A of the Sonoma County Code; and

BE IT FURTHER RESOLVED that the Planning Commission designates the Secretary as the custodian of the documents and other material, which constitute the record of the proceedings upon which the Commission's decision herein is based. These documents may be found at the Permit and Resource Management Department, 2550 Ventura Avenue, Santa Rosa, California 95403.

THE FOREGOING RESOLUTION was introduced by Commissioner Tamura, who moved its adoption, seconded by Commissioner Fogg, and adopted on roll call by the following vote:

Commissioner Fogg	Aye
Commissioner Tamura	Aye
Commissioner Shahhosseinei	Aye
Commissioner Kelley	Aye
Commissioner Davis	Aye

Ayes: 5      Noes: 0      Absent: 0      Abstain: 0

WHEREUPON, the Chair declared the above and foregoing Resolution duly adopted; and

SO ORDERED.



County of Sonoma  
Permit & Resource Management Department  
Date:

**Sonoma County Planning Commission**  
**DRAFT MINUTES**

Permit Sonoma  
2550 Ventura Avenue, Santa Rosa, CA 95403  
(707) 565-1900 FAX (707) 565-1103

Date: July 12, 2018  
Meeting No.: 18-08

**ROLL CALL**

Dick Fogg  
Todd Tamura  
Komron Shahhosseini  
Ariel Kelley  
Pamela Davis, Chair

**STAFF MEMBERS**

Jennifer Barrett  
Blake Hillegas  
Vanessa Starr  
Arielle Kohn, Secretary  
Verne Ball, Deputy County Counsel  
Leslie A. Thomsen, Deputy County Counsel

**PLANNING COMMISSION REGULAR CALENDAR**

PC Item No.: 1  
Time: 1:30 pm  
File: ORD18-0005  
Applicant: Permit and Resource Management Department (PRMD)  
Owner: N/A  
Cont. from: N/A  
Staff: Blake Hillegas  
Env. Doc: This item is a clarification under existing law, and therefore, is not a project subject to CEQA as defined in Section 15378 and it is also exempt under Section 15061(b)(3). No additional CEQA review is required because the relevant permitted sites have already undergone CEQA review.  
Proposal: Request to change Chapter 26A of the County Code to confirm and clarify that changes to open space maps in 2012 do not retroactively trigger changes in requirements for existing quarry permits and sites.  
Location: Open space locations in Sonoma County  
APN: All  
District: All  
General Plan/  
SMARO: Section 26A-09-020(p) and Section 26A-09-040(d)

**Blake Hillegas** summarized the staff report, which is incorporated herein by reference.

**Questions from Commissioners:** **Commissioner Fogg** asked if the quarry operators in the County had commented on the change. **Staff Hillegas** stated that they support it because it benefits quarries.

**Public Hearing opened and closed:** 1:49 p.m.

Action: **Commissioner Tamura** motioned to recommend approval to the Board of Supervisors.  
Seconded by **Commissioner Fogg** and passed with a 5-0 vote.

Appeal Deadline: n/a  
Resolution No.: 18-009

**Vote:**

Commissioner: Fogg	aye
Commissioner: Tamura	aye
Commissioner: Shahhosseini	aye
Commissioner: Kelley	aye
Commissioner: Davis	aye

Ayes: 5  
Noes: 0  
Absent: 0  
Abstain: 0

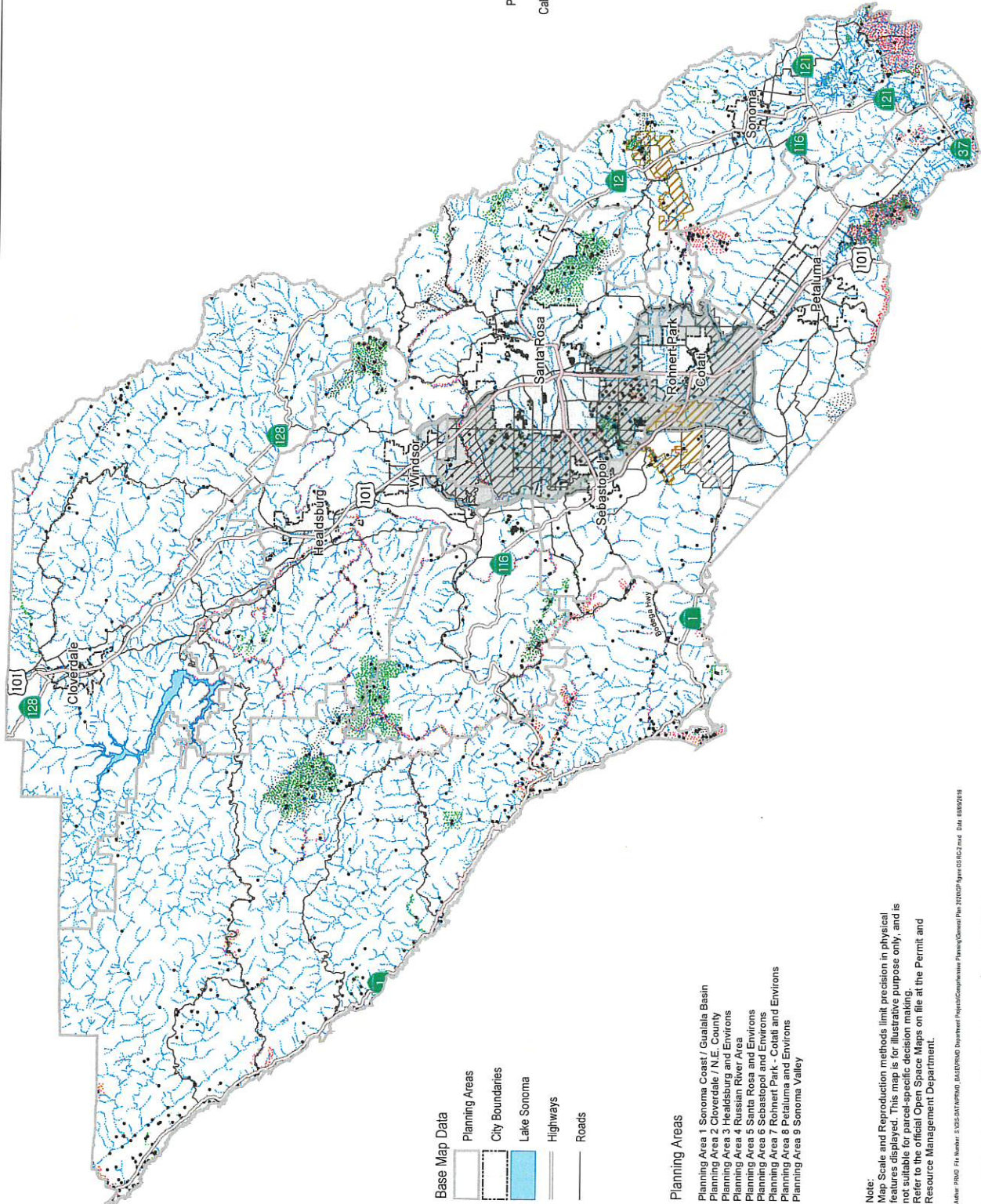
Figure OSRC-2  
**Biotic Resource Areas**

- Riparian Corridors
- Designated Streams
- Biotic Habitat Areas
  - Marshes and Wetlands
  - Sensitive Natural Communities
  - Habitat Connectivity Corridors
- Special Status Species Habitat Occurrences
  - Animal
  - Plant
- Potential Range of California Tiger Salamander
- Calif. Tiger Salamander Critical Habitat - USFWS



Sonoma County General Plan 2020  
 Open Space & Resource  
 Conservation Element

Permit and Resource Management Department  
 2550 Ventura Avenue, Santa Rosa, California 95409  
 707.565.1900 FAX 707.565.1103



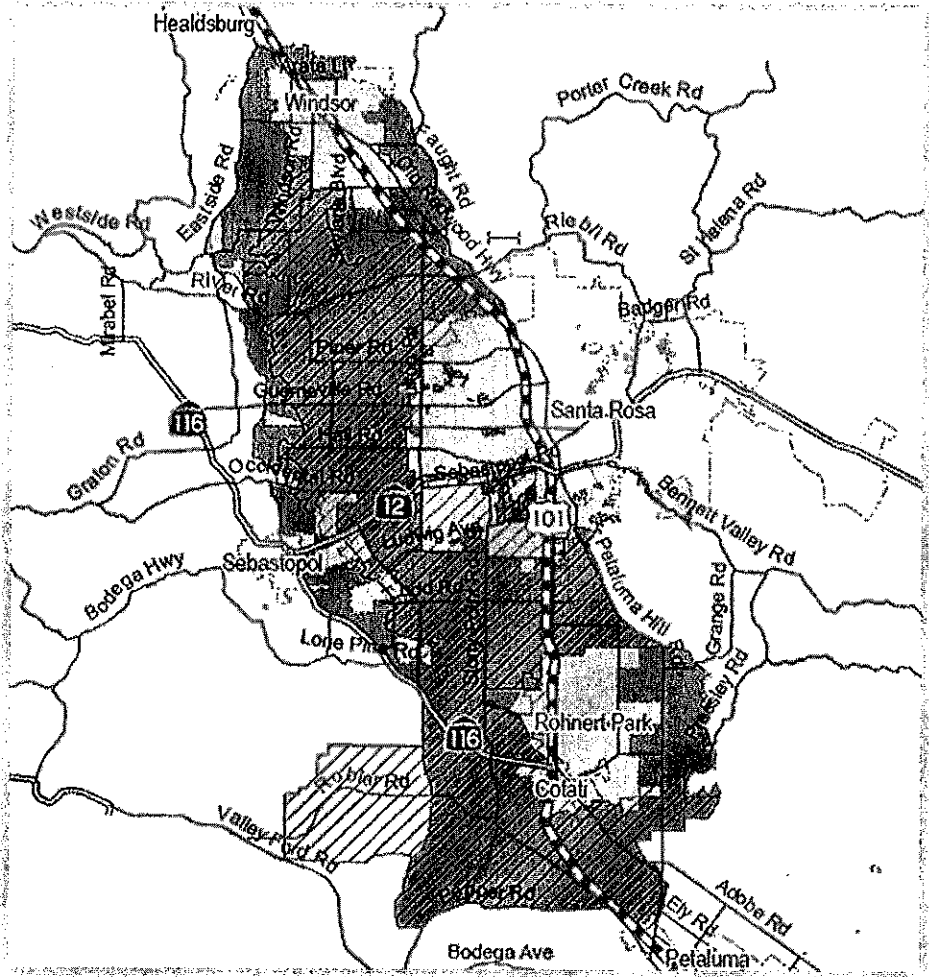
- Base Map Data**
- Planning Areas
  - City Boundaries
  - Lake Sonoma
  - Highways
  - Roads

- Planning Areas**
- Planning Area 1 Sonoma Coast / Guadalupe Basin
  - Planning Area 2 Cloverdale / N.E. County
  - Planning Area 3 Healdsburg and Environs
  - Planning Area 4 Petaluma and Environs
  - Planning Area 5 Santa Rosa and Environs
  - Planning Area 6 Sebastopol and Environs
  - Planning Area 7 Rohnert Park - Cotati and Environs
  - Planning Area 8 Petaluma and Environs
  - Planning Area 9 Sonoma Valley

**Note:**  
 Map Scale and Reproduction methods limit precision in physical features displayed. This map is for illustrative purpose only, and is not suitable for parcel-specific decision making. Refer to the official Open Space Maps on file at the Permit and Resource Management Department.

Alter: P1903 - File Number: 3.1015-DATA/P1903\_BA/ERPM/ Department Project/Comprehensive Planning/Conservation Plan 2020/OP Figure OSRC-2.mxd Date: 10/26/2018

# Approved General Plan Amendment Map



<b>Legend</b>			FILE: ZCE 11-0018 (8) AP #: Various Resolution No.
Potential Range of California Tiger Salamander	U. S. Fish & Wildlife Service Calif. Tiger Salamander Critical Habitat Aug. 2011		
		Highways	

Author: PRMD Cartography: D. Reimer File No.: S:\GIS-DATA\PRMD\_BASE\PRMD Department Projects\Comprehensive Planning\General Plan Resolutions\ZCE 11-0018 (8).mxd Date: 05/11/2012

Permit and Resource Management Department  
 Project Review Section  
 2550 Ventura Avenue, Santa Rosa, CA 95403  
 (707) 505-1905 Fax: (707) 505-1103



County of Sonoma  
Permit & Resource Management Department

## Sonoma County Planning Commission STAFF REPORT

**FILE:** County Code Chapter 26A Amendment – ORD18-0005  
**DATE:** July 12, 2018  
**TIME:** 1:30 p.m.  
**STAFF:** Blake Hillegas

Appeal Period: 10 calendar days

### SUMMARY

**Appellant:** None  
**Applicant:** Permit and Resource Management Department  
**Owner:** N/A  
**Location:** Open space locations in Sonoma County  
**APNs:** All  
**Supervisorial District No.:** All  
**Subject:** Amend County Code Chapter 26A (Surface Mining and Reclamation)

**PROPOSAL:** Request to change Chapter 26A of the County Code to confirm and clarify that changes to open space maps in 2012 do not retroactively trigger changes in requirements for existing quarry permits and sites.

**Environmental Determination:** This item is a clarification under existing law, and therefore, is not a project subject to CEQA as defined in Section 15378 and it is also exempt under Section 15061(b)(3). No additional CEQA review is required because the relevant permitted sites have already undergone CEQA review.

**General Plan/SMARO:** Section 26A-09-020(p) and Section 26A-09-040(d)





**RECOMMENDATION:** Staff recommends that the Planning Commission recommend approval of proposed amendments to Section 26A-09-040(d) of Chapter 26A

**EXECUTIVE SUMMARY:**

Staff recommends a code change that confirms that the setbacks to critical habitat do not apply to already permitted sites. Specifically, staff recommends that the following language be added at the conclusion of section 26A-09-040(d): *“Setbacks from designated critical habitat do not apply to sites that were reviewed pursuant to the California Environmental Quality Act and approved prior to the designation of the relevant critical habitat in the general plan.”* This technical change will confirm that the new setbacks only apply to sites that have not already been permitted. This item is a clarification under existing law, and therefore, is not a project subject to CEQA as defined in Section 15378. No additional CEQA review is required because the relevant permitted sites have already undergone CEQA review.

**ANALYSIS**

**Background:**

Chapter 26A of the County Code addresses the local implementation of the California Surface Mining and Reclamation Act of 1975. A major 1999 amendment included sections creating “general standards,” “instream mining standards,” “terrace mining standards,” and “quarry mining standards.” The “general standards” provide that impacts to valuable habitat must be mitigated to a level that is less than significant. The instream and quarry mining sections however contain more specific terms that address “critical habitat.” “Critical habitat” is habitat (although not necessarily occupied) that the federal government identifies for special treatment under the Endangered Species Act in the context of Section 7 consultations between federal agencies.

With respect to instream mining, Section 26A-09-020(p) of Chapter 26A allows for mining in “critical habitat” if the project complies with the state and federal Endangered Species Acts. However, the quarry mining provisions are more restrictive. The code requires setbacks from “critical habitat” if that critical habitat has been “designated” in the General Plan. Section 26A-09-040(d) states: “Setbacks. Mining operations, stockpiles, and processing operations are to be set back a minimum of twenty-five feet (25’) from the MR zone boundary, the property boundary, and road easements and rights-of-way, whichever is the most restrictive. The minimum allowed setback for quarry mining operations from stream banks and critical habitat areas designated in the general plan is one hundred feet (100’). A minimum two hundred foot (200’) setback is also required from the boundary of any general plan residential land use designations. Additional setbacks may be required as a result of site specific reviews in order to mitigate environmental impacts and land use conflicts.”

These 100 foot setbacks are not required by state or federal law. The setbacks in this section of the code correspond to setbacks required in the Sonoma County Aggregate Resources Management Plan (pages 7-10, 8.5-1) (ARM Plan), which at the time were intended primarily to protect rivers and fish. The ARM Plan states that these setbacks are to be addressed in prospective permitting decision making. It indicates no intent to impose setbacks retroactively.

On August 31, 2011, the U.S. Fish and Wildlife service promulgated a map of approximately 47,383 acres of critical habitat for the California Tiger Salamander (CTS) in the Federal Register. The 47,383 acres encompasses most of the Santa Rosa Plain, from Windsor to southern Cotati, including a portion in the southwest that extends into the Roblar Valley. On October 23, 2012, the Board of Supervisors adopted map amendments to the Open Space Element of the General Plan to designate critical habitat for the California Tiger Salamander. Whereas the General Plan maps had previously identified the "potential range" of the California Tiger Salamander on the open space maps, they now specifically referenced the federal "critical habitat" map. The map change was treated as a technical data change and not as a substantive change in land use requirements.

The Stony Point Quarry and the Roblar Road Quarry do not comply with the setback requirements because they are entirely within the newly designated 47,383 acres. There was never any expectation that the setbacks would apply to these quarries, and these setbacks were not intended to apply retroactively. These quarries were permitted prior to the designation of the California Tiger Salamander critical habitat and have addressed or are addressing impacts to CTS in compliance with state and federal law. The staff report for the 2012 map changes stated that the changes "do not reflect any substantive change in County land use policy." The Stony Point Quarry has been operating for over 90 years and has vested rights. It is also a designated quarry site in the ARM Plan. The Roblar Road quarry was permitted in 2010 before the setbacks applied, and that quarry is fully mitigating impacts to CTS pursuant to state and federal requirements. It is also a designated as a potential quarry site in the ARM Plan.

### DISCUSSION OF ISSUES

#### Issue #1: Impacts to valuable habitat

The "general standards" of the Surface Mining and Reclamation Ordinance provide that impacts to valuable habitat must be mitigated to a level that is less than significant. The instream and quarry mining sections however contain more specific terms that address "critical habitat." "Critical habitat" is habitat (although not necessarily occupied) that the federal government identifies for special treatment under the Endangered Species Act in the context of Section 7 consultations between federal agencies.

**Issue #2:** Critical Habitat designations in the General Plan - Setbacks

With respect to instream mining, Section 26A-09-020(p) of Chapter 26A allows for mining in "critical habitat" if the project complies with the state and federal Endangered Species Acts. However, the quarry mining provisions are more restrictive. The code requires setbacks from "critical habitat" if that critical habitat has been "designated" in the General Plan. Section 26A-09-040(d) states: "Setbacks, mining operations, stockpiles, and processing operations are to be set back a minimum of twenty-five feet (25') from the MR zone boundary, the property boundary, and road easements and rights-of-way, whichever is the most restrictive. The minimum allowed setback for quarry mining operations from stream banks and critical habitat areas designated in the general plan is one hundred feet (100'). A minimum two hundred foot (200') setback is also required from the boundary of any general plan residential land use designations. Additional setbacks may be required as a result of site specific reviews in order to mitigate environmental impacts and land use conflicts."

These 100 foot setback from critical habitat is not required by state or federal law. The setbacks in this section of the code correspond to setbacks required in the Sonoma County Aggregate Resources Management Plan (pages 7-10, 8.5-1) (ARM Plan), which when adopted were intended to protect rivers and fish. The ARM Plan frequently used the term "critical riparian habitat" rather than "critical habitat." The ARM Plan states that these setbacks are to be addressed in prospective permitting decision making. It indicates no intent to impose setbacks retroactively.

**Issue #3:** Designation of critical habitat for the California Tiger Salamander

On August 31, 2011, the U.S. Fish and Wildlife service promulgated a map of approximately 47,383 acres of critical habitat for the California Tiger Salamander (CTS) in the Federal Register. The 47,383 acres encompasses most of the Santa Rosa Plain, from Windsor to southern Cotati, including a portion in the southwest that extends into the Roblar Valley. On October 23, 2012, the Board of Supervisors adopted map amendments to the Open Space Element of the General Plan to designate critical habitat for the California Tiger Salamander. Whereas the General Plan maps had previously identified the "potential range" of the California Tiger Salamander on the open space maps, they now specifically referenced the federal "critical habitat" map. The map change was treated as a technical data change and not as a substantive change in land use requirements.

**Issue #4:** Compliance Conflicts Regarding Setback Requirements

The Stony Point Quarry and the Roblar Road Quarry do not comply with the setback requirements because they are entirely within the newly designated 47,383 acres. There was never any expectation that the setbacks would apply to these quarries, and these setbacks were not intended to apply retroactively. These quarries were permitted prior to the designation of the California Tiger Salamander critical habitat and have addressed or are addressing impacts to CTS in

compliance with state and federal law. The staff report for the 2012 map changes stated that the changes "do not reflect any substantive change in County land use policy." The Stony Point Quarry has been operating for over 90 years and has vested rights. It is also a designated quarry site in the ARM Plan. The Roblar Road quarry was permitted in 2010 before the setbacks applied, and that quarry is fully mitigating impacts to CTS pursuant to state and federal requirements. It is also a designated as a potential quarry site in the ARM Plan.

**Issue #5:** General Plan and Surface Mining And Reclamation Act consistency

Because the permitted sites are designated in the ARM Plan, confirming that the setbacks are not retroactive maintains the consistency of the General Plan. This is because the Mineral Resources section of the Open Space and Resource Conservation Element utilizes the ARM Plan to prioritize aggregate resource sites, as contemplated by the Surface Mining And Reclamation Act (Public Resources Code section 2762). The Open Space and Resource Conservation Element explains, under the Surface Mining and Reclamation Act, "local agencies must adopt mineral management policies that recognize mineral information provided by the State, assist in the management of land use that affect areas of statewide and regional significance, and emphasize the conservation and development of identified mineral deposits. Accordingly, Sonoma County has adopted the Aggregate Resources Management (ARM) Plan to set forth the State mandated mineral management policy for the County."

**STAFF RECOMMENDATION**

Approve proposed technical amendment to Chapter 26A of the County Code.

**LIST OF ATTACHMENTS**

- EXHIBIT A: Draft Ordinance with Exhibit A
  - EXHIBIT B: October 23, 2012 Board of Supervisors General Plan Critical Habitat Map
  - EXHIBIT C: October 23, 2012 Board of Supervisors General Plan Amendment Package
  - EXHIBIT D: October 23, 2012 Board of Supervisors Resolution
  - EXHIBIT E: Draft Planning Commission Resolution
-

**ORDINANCE NO. ( )**

**AN ORDINANCE OF THE BOARD OF SUPERVISORS, COUNTY OF SONOMA, STATE OF CALIFORNIA, AMENDING CHAPTER 26A (SURFACE AND MINING ORDINANCE) OF THE SONOMA COUNTY CODE TO CONFIRM THAT SETBACKS TO CRITICAL HABITAT AS DESIGNATED BY THE GENERAL PLAN IN 2012 DO NOT RETROACTIVELY APPLY TO ALREADY PERMITTED SITES, INCLUDING THE EXISTING STONY POINT QUARRY (7271 STONY POINT ROAD) AND THE APPROVED ROBLAR ROAD QUARRY (7175 AND 7601 ROBLAR ROAD); APNs 024-050-015 AND -016 AND 027-080-009 AND -010**

The Board of Supervisors of the County of Sonoma, State of California, ordains as follows:

SECTION I: The Board finds and declares that adoption of this Ordinance is necessary to confirm that setbacks to critical habitat as designated in the General Plan in 2012 do not retroactively apply to already approved and permitted sites, including the Stony Point Quarry and the Roblar Road Quarry, based on the following findings:

1. On August 31, 2011, the U.S. Fish and Wildlife service promulgated a map of approximately 47,383 acres of critical habitat for the California Tiger Salamander (CTS) in the Federal Register. The 47,383 acres encompasses most of the Santa Rosa Plain, from Windsor to southern Cotati, including a portion in the southwest that extends into the Roblar Valley. On October 23, 2012, the Board of Supervisors adopted map amendments to the Open Space Element of the General Plan to designate critical habitat for the California Tiger Salamander. Whereas the General Plan maps had previously identified the "potential range" of the California Tiger Salamander on the open space maps, they now specifically referenced the federal "critical habitat" map. The map change was treated as a technical data change and not as a substantive change in land use requirements.
2. While the Stony Point Quarry and the Roblar Road Quarry do not comply with the 100 foot critical habitat setback requirement of the Surface Mining and Reclamation Ordinance based on the 2012 General Plan change, these quarries were permitted prior to the designation of the California Tiger Salamander critical habitat, and have addressed or are addressing impacts to CTS in compliance with state and federal law. There was never any expectation that the setbacks would apply to these quarries, and these setbacks were not intended to apply retroactively. The Stony Point Quarry has been operating for over 90 years and has vested rights. The Roblar Road quarry was permitted in 2010 before the setbacks applied, and that quarry is fully mitigating impacts to CTS pursuant to state and federal requirements. Both quarries are designated as a potential quarry sites in the ARM Plan.

SECTION II: Amendment to Surface Mining and Reclamation Ordinance. Section 26A-09-040 (d) (Quarry Mining) of the Sonoma County Code is amended as set forth in the attached Exhibit A.

SECTION III: Environmental Determination. This action is a clarification of existing law, and therefore, is not a project subject to CEQA as defined in Section 15378 and is also exempt under Section 15061(b)(3). No additional CEQA review is required because the relevant permitted sites have already undergone CEQA review.

SECTION IV: If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portion of this Ordinance. The Board of Supervisors hereby declares that it would have passed this Ordinance and every section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one

or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

SECTION V: Effective Date. This Ordinance shall be and the same is hereby declared to be in full force and effect on and after 30 days following its passage, and shall be published once before the expiration of fifteen (15) days after passage, with the names of the Supervisors voting for or against the same, in a newspaper of general circulation, published in the County of Sonoma, State of California.

In regular session of the Board of Supervisors of the County of Sonoma, passed and adopted on the \_\_\_ day of \_\_\_, 2018, on regular roll call of the members of said Board by the following vote:

SUPERVISORS:

Gorin:      Rabbitt:      Zane:      Hopkins:      Gore: \_\_\_

Ayes:      Noes:      Absent:      Abstain: \_\_\_\_

WHEREUPON, the Chair declared the above and foregoing Ordinance duly adopted and

SO ORDERED.

\_\_\_\_\_  
Chair, Board of Supervisors  
County of Sonoma

ATTEST:

\_\_\_\_\_  
Sheryl Bratton,  
Clerk of the Board of Supervisors

**Sec. 26A-09-040. - Quarry mining standards.**

In addition to the general mining standards set forth in Section 26A-09-010, the following standards shall be applied to quarry mining operations.

- (a) A mining permit for quarry operations shall be granted for a period not to exceed twenty (20) years, at the end of which time it shall expire; provided, however, that any such permit shall, upon written request to the county filed prior to its expiration, be reissued for periods not to exceed twenty (20) years if the permittee can establish to the satisfaction of the planning commission, or on appeal to the board of supervisors, that the use has not been conducted in a manner that is:
  - (1) Detrimental to the environment beyond impacts anticipated at the time of permit approval; or
  - (2) In violation of permit conditions. An application for reissuance shall be processed in the manner provided in Section 26A-07-010.
- (b) **Visibility.** To the extent feasible, quarry sites shall be screened visually from public roads and uses with topographic features, berms, shrubs and trees native to the area.
- (c) **Slope Stability.** The maximum allowable working slopes of the mine face shall be approved by a certified engineering geologist or a registered geotechnical engineer and specifically stated in the use permit. Any variation from the slope requirements of section 3502 (b)(3) of the state reclamation guidelines shall be specifically justified in the reclamation plan. Benches in slopes are required every twenty-five (25) to thirty (30) vertical feet for access and drainage control. Working slopes must eventually conform to final reclaimed slopes and topography. Quarries in or near fault zones may be required to incorporate additional geotechnical measures to insure worker and public safety.
- (d) **Setbacks.** Mining operations, stockpiles, and processing operations are to be set back a minimum of twenty-five feet (25') from the MR zone boundary, the property boundary, and road easements and rights-of-way, whichever is the most restrictive. The minimum allowed setback for quarry mining operations from stream banks and critical habitat areas designated in the general plan is one hundred feet (100'). A minimum two hundred foot (200') setback is also required from the boundary of any general plan residential land use designations. Additional setbacks may be required as a result of site specific reviews in order to mitigate environmental impacts and land use conflicts. Setbacks from designated critical habitat do not apply to sites that were reviewed pursuant to the California Environmental Quality Act and approved prior to designation of critical habitat in the General Plan.
- (e) **Ancillary Activities.** With approval of a use permit, quarry operations may include the manufacture of concrete and asphalt products and the processing and sales of raw, processed or recycled earth materials and aggregate products. Importation of such

**Exhibit A**  
Surface Mining and Reclamation Ordinance Amendment

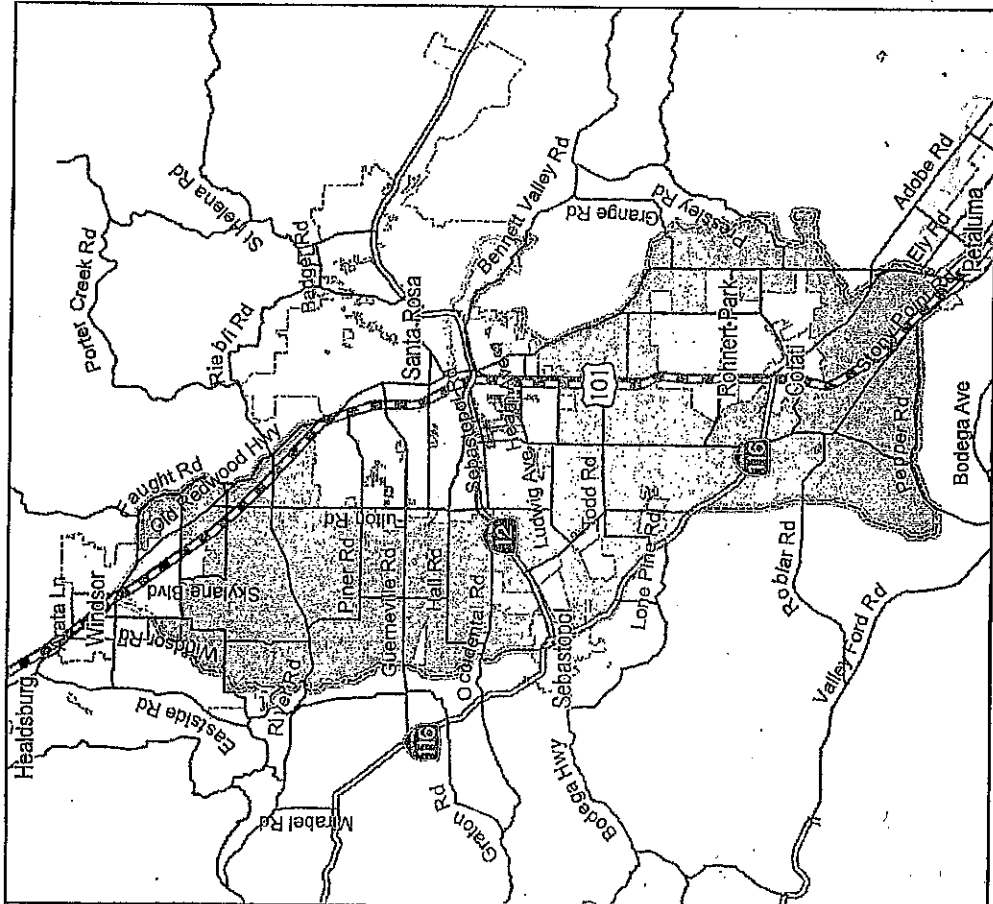
materials may be included as ancillary uses allowed with the use permit. Existing quarries may import a maximum of twenty-five percent (25%) of the aggregate materials processed or sold in each calendar year without obtaining a new use permit. This limit does not apply to materials brought to quarries for recycling.

- (f) **Water Supply.** All quarry sites must have adequate water supplies to support the operation. Sites located in Sonoma County Water Availability Zones III and IV will require analysis of the proposed water use, evaluation of the adequacy of the water supply, and mitigation of effects on water resources and nearby water users. Quarry operators may be required to monitor, survey, or report on depth and grades of excavation, groundwater levels, water use, revegetation and other subjects.
- (g) **Erosion and Sediment Control.** Drainage plans and facilities must minimize slope erosion and off-site sedimentation.
- (h) **Use of Explosives.** No explosives shall be used except as authorized by the use permit. Blasting activities shall be conducted by a qualified licensed blasting professional in compliance with state blasting regulations. Blasting permits shall be obtained from the Sonoma County sheriff's department. Blasting operations shall be designed to minimize adverse noise and vibration impacts on offsite residential areas. Permits may be conditioned to require notice to immediate neighbors prior to blasting.

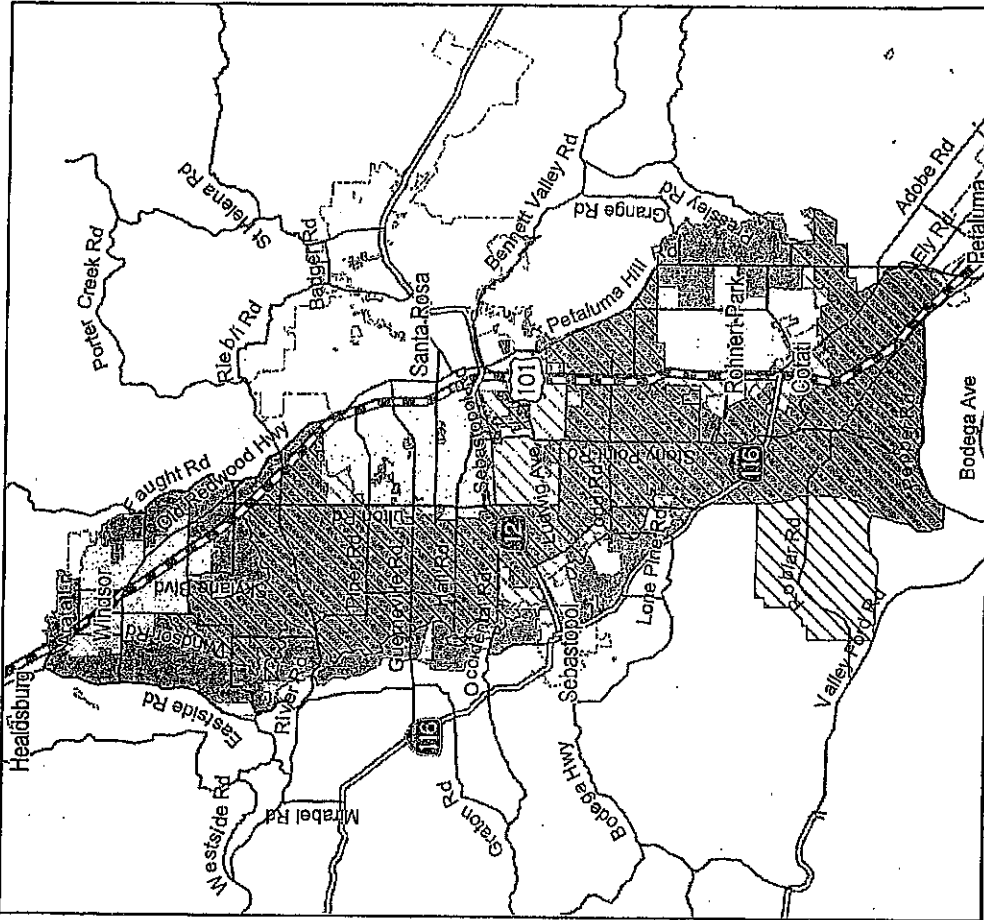
(Ord. No. 5165 § 1, 1999.)








# Former General Plan Open Space



# Adopted General Plan Open Space



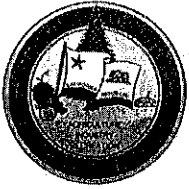
## Legend

-  Potential Range of California Tiger Salamander
-  U. S. Fish & Wildlife Service Calif. Tiger Salamander Critical Habitat Aug. 2011
-  Santa Rosa Plain Conservation Strategy Study Area
-  City Boundaries
-  Highways



FILE: ZCE 11-0018 (8)  
 AP #: Various  
 Resolution No. 12-0512

Permit and Resource Management Department  
 Project Review Section  
 2550 Ventura Avenue, Santa Rosa, CA 95403  
 (707) 565-1965 Fax (707) 565-1103



County of Sonoma  
Agenda Item  
Summary Report

Agenda Item Number: 42 A-E  
(This Section for use by Clerk of the Board Only.)

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

To: Board of Supervisors

Board Agenda Date: October 23, 2012

Vote Requirement: Majority

Department or Agency Name(s): Permit and Resource Management Department

Staff Name and Phone Number:

Supervisorial District(s):

Dean Parsons 565-1948

All Districts

Title: Second General Plan Amendment Package for 2012

**Recommended Actions:**

Request the Board to hold a separate public hearing on each of the five proposed General Plan Amendments, 1) approve each Resolution approving the respective General Plan and related Area Plan Amendments, and 2) adopt related Ordinances rezoning affected properties.

**Executive Summary:**

The Board is requested to conduct a public hearing on the proposed second General Plan Amendment package for 2012 containing five individual Memos, and Draft Board of Supervisors Resolutions and Draft Ordinances if applicable.

The Planning Commission recommends approval for the following five items. The first four items (Items A-D) are uncontested and do not require a staff presentation unless requested by the Board or a member of the public. However, each item must be acted upon individually by opening the public hearing, closing the public hearing and conducting a vote. Item E (Best Family Winery) requires a staff presentation, allowing public testimony and subsequent Board action.

**ITEM #A:**

File No.: PLP11-0015

Staff: Scott Hunsperger

Applicant: Chalk Hill Road Partners

Env. Doc.: Categorical Exemption, Section 15061(b)(3)

Location: 13426 Chalk Hill Road, Healdsburg

APNs: 17.48 acre Portion of APN 132-120-026

Supervisorial District: 4

Description: Request for: 1) a General Plan Amendment from the LIA (Land Intensive Agriculture) 40-acre



Adjustment.

ITEM #D:

File No.: ZCE11-0018

Staff: Lisa Posternak

Applicant: County of Sonoma

Env. Doc.: Categorical Exemption, Section 15061(b)(3)

Location: County-wide

APNs: Various Supervisorial District: All

Description: Request to correct technical errors and discrepancies in zoning and land use designations. The proposed project consists of various amendments to the General Plan, and Airport Industrial Specific Plan; and Zone Changes to correct technical errors in those planning documents and the Official Zoning Database. The proposed Zone Changes do not reflect any substantive change in County land use policy.

ITEM #E:

File No.: PLP08-0029

Staff: Traci Tesconi

Applicant: Best Family Winery

Env. Doc.: Subsequent Mitigated Negative Declaration

Location: 2065 Highway 116 North, Sebastopol

APNs: 130-262-031, -032 Supervisorial District: 5

Description: Request for a modification to a previously approved winery project with a maximum annual production capacity of 26,500 cases to include a public tasting room, special events and participation in industry-wide events. The revisions to the project include: 1) a General Plan Amendment to amend the previously approved General Plan Planning Area Policy LU-17q (Section 3.6 Sebastopol and Environs) to add language to prohibit any winery on the project site from: (a) increasing maximum annual production capacity beyond 26,500 cases per year, and (b) having more than 16 special events per year (12 marketing luncheons or dinners with up to 40 participants and 4 industry-wide events with up to 150 participants), prior to December 31, 2027; and 2) modification of the previously approved Use Permit as follows: revision of the site plan to relocate the winery's production and storage building, relocation of the emergency vehicle access road, and changes to previous conditions of approval.

**Prior Board Actions:**

State law limits General Plan amendments to any mandatory element to four times per year. This is the second round of amendments for 2012.

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

The Board of Supervisors has endorsed the continuation of the General Plan policies to support agriculture production and processing, while protecting the environment. The GPA's will align public services with

community needs.

**Fiscal Summary - FY 12-13**

<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$	County General Fund	\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$</b>	<b>Total Sources</b>	<b>\$</b>

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

These projects are primarily at-cost, except for Item D the Technical Corrections, which are part of the Comprehensive Planning Work Plan.

**Staffing Impacts**

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

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

**Attachments:**

General Plan Amendment Memos with attachments for Items A-E

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

Item E: Best Family Winery 2012 Subsequent Mitigated Negative Declaration and Mitigation Monitoring Program.



**COUNTY OF SONOMA**  
**PERMIT AND RESOURCE MANAGEMENT DEPARTMENT**

2550 Ventura Avenue, Santa Rosa, CA 95403  
(707) 565-1900 FAX (707) 565-1103

**DATE:** October 23, 2012 at 2:10 p.m.  
**TO:** Board of Supervisors  
**FROM:** Lisa Posternak, Project Planner  
**SUBJECT:** Hearing to consider Technical Corrections to the General Plan, Airport Industrial Area Specific Plan, and Official Zoning Database; ZCE11-0018, County of Sonoma; Supervisorial Districts All.

**Action Requested of the Board of Supervisors:**

The Board is requested to conduct a public hearing on the proposed Technical Corrections to the General Plan, Airport Industrial Area Specific Plan, and Official Zoning Database (including both the inland and Coastal Zoning Ordinances) and consider the Planning Commission recommendation. At the conclusion of the hearing your Board is requested to: 1) approve the attached Resolution (Exhibit A) approving the proposed General Plan and related Airport Industrial Area Specific Plan amendments; and 2) adopt the Ordinance (Exhibit B) rezoning the properties, as recommended by staff and the Planning Commission.

**Prior Actions:**

On July 12, 2012, the Planning Commission with a 5-0 vote, recommended that the Board of Supervisors approve the request by the County of Sonoma for Technical Corrections to the General Plan, Airport Industrial Specific Plan, and Official Zoning Database.

**Location, Zoning and Project Description:**

The purpose of the proposed project is to correct technical errors and discrepancies in zoning and General Plan land use designations. The proposed project consists of various amendments to the General Plan and Airport Industrial Specific Plan; and Zone Changes to correct technical errors in those planning documents and the Official Zoning Database. The proposed Zone Changes do not reflect any substantive change in County land use policy.

The technical errors and discrepancies are the result of errors in the manual entry of zoning and/or land use data from paper maps to digital databases, prior mapping inaccuracies, error in application of General Plan land use policy to zoning, error in implementation of Zoning Ordinances, error in implementation of Lot Line Adjustment Conditions of Approval, and availability of updated information for the General Plan Open Space Map. PRMD staff processes Technical Corrections on a semi-annual basis, and this is the third round of corrections, since the conversion of the database.

The proposed Technical Corrections are in the following categories:

- Category 1 - Zone Changes Not Involving General Plan Land Use Policy
  - Sub-Category 1a: Error in Manual Entry of Zoning Data
  - Sub-Category 1b: Zoning Error Due to Prior Mapping Inaccuracies

Category 2 - Zone Changes Involving General Plan Land Use Policy

Sub-Category 2a: Error in Application of General Plan Land Use Policy to Zoning

Category 3 - Zone Changes & General Plan Land Use Map Amendments

Sub-Category 3a: Error in General Plan Public Facility Designation and Zoning

Sub-Category 3b: Error in Implementation of Lot Line Adjustment Conditions of Approval

Category 4 - Zone Changes, General Plan & Specific Plan Land Use Map Amendments

Sub-Category 4a: Error in General Plan & Specific Plan Public Facility Land Use Designation and Zoning

Category 5 - General Plan Amendments Only

Sub-Category 5a: Error on General Plan Land Use Map

Sub-Category 5b: Update to General Plan Open Space Map ✓

Sub-Category 5c: Error in General Plan Text

**ISSUES DISCUSSED AT THE PLANNING COMMISSION PUBLIC HEARING**

**Issue #1:** Error in Implementation of Conditions of Approval for Lot Line Adjustment LLA92-471

Lot Line Adjustment application LLA92-471 was approved on August 13, 1992. It involved three parcels, and a Condition of Approval required the applicant to submit an application for a Zone Change to amend the zoning boundary lines to conform to the new boundary lines of the three subject parcels. The project applicant never applied for the Zone Change, and as a result the three parcels have a split land use designation and zoning. This technical correction changes the land use designation and zoning boundary lines to conform to the parcel boundary lines. Standard Conditions of Approval for Lot Line Adjustments currently require any necessary land use designation amendment/zone change application to be submitted prior to allowing the Lot Line Adjustment to be recorded.

The owner of 8760 Graton Road, Graton (APN 130-130-022,) questioned the current zoning of the parcel. While he understood the parcel has a split zoning of Neighborhood Commercial (C1) and Rural Residential, 2 dwelling units/acre (RR 2 du/ac), he believed the majority of the parcel is zoned C1, and the proposed technical correction would change the zoning of his parcel to entirely C1. However, the majority of the parcel is zoned RR 2 du/ac, which corresponds to the residential use of the property, and the proposed technical correction would change the zoning of the entire parcel to RR 2 du/ac.

**Resolution**

At the public hearing staff explained the background of the current split land use designation and zoning of the three subject parcels and illustrated how the proposed technical correction would resolve it. After the public hearing staff met with the property owner who did not fully understand the property's split land use designation and zoning, believing the entire parcel has two zoning districts that entitle the owner to two different sets of allowable land uses. Staff further researched the General Plan land use designation and zoning history of the three parcels, and provided copies of the paper zoning maps and Ordinances documenting the current land use designation and zoning of the parcels to the property owner.

**Issue #2:** Zoning Error Due to Mapping Inaccuracies

The owner of a parcel 4100 Bohemian Highway, Occidental (APN 074-140-044) questioned the proposed technical correction (due to an error based on inaccuracy of digital technology) to add Historic District (HD) Zoning to the portion of the parcel located within the Occidental Historic District. He inquired about the purpose of the HD designation because the parcel does not contain historic resources.

**Resolution**

Using PowerPoint graphics at the Planning Commission public hearing, staff illustrated that a portion of the parcel currently lies within the Occidental Historic District, and the HD Zoning would be added only to that portion of the parcel which contains the driveway on the flag lot. Staff explained that a property that does not contain historic resources may be included within the boundary of a Historic District when it provides continuity or linkage to other properties which contain historic resources or to contributing properties.

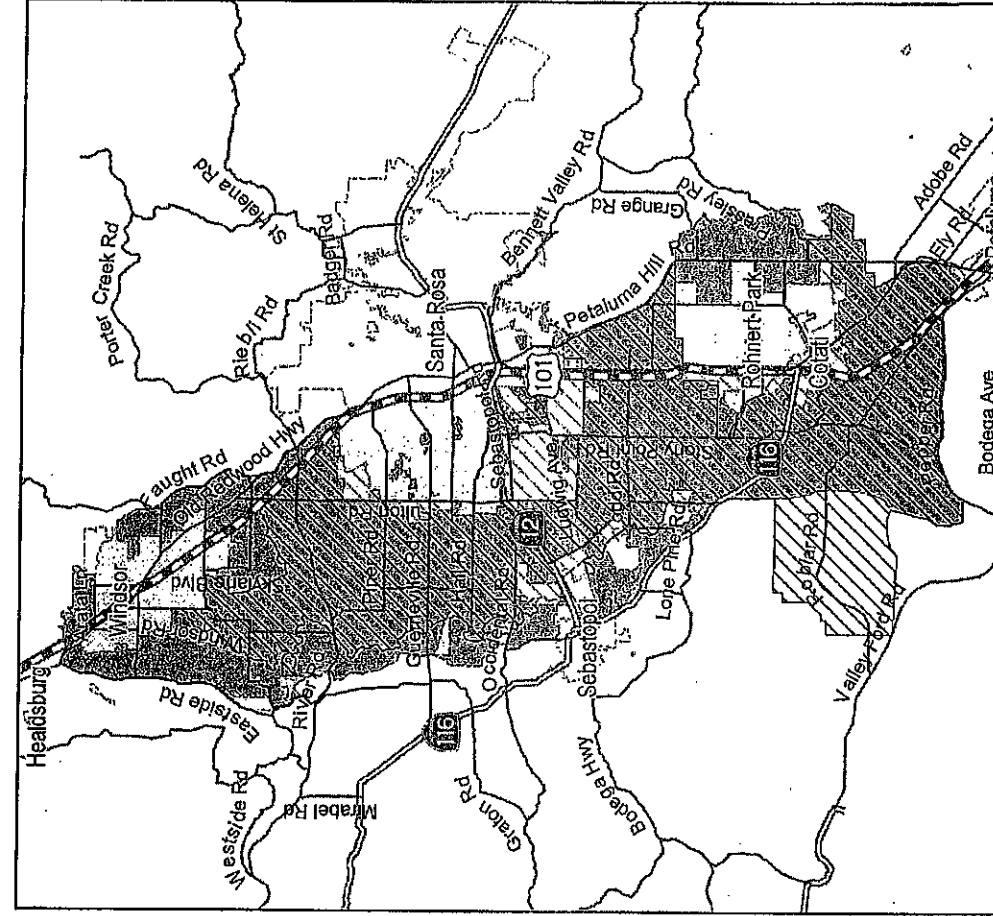
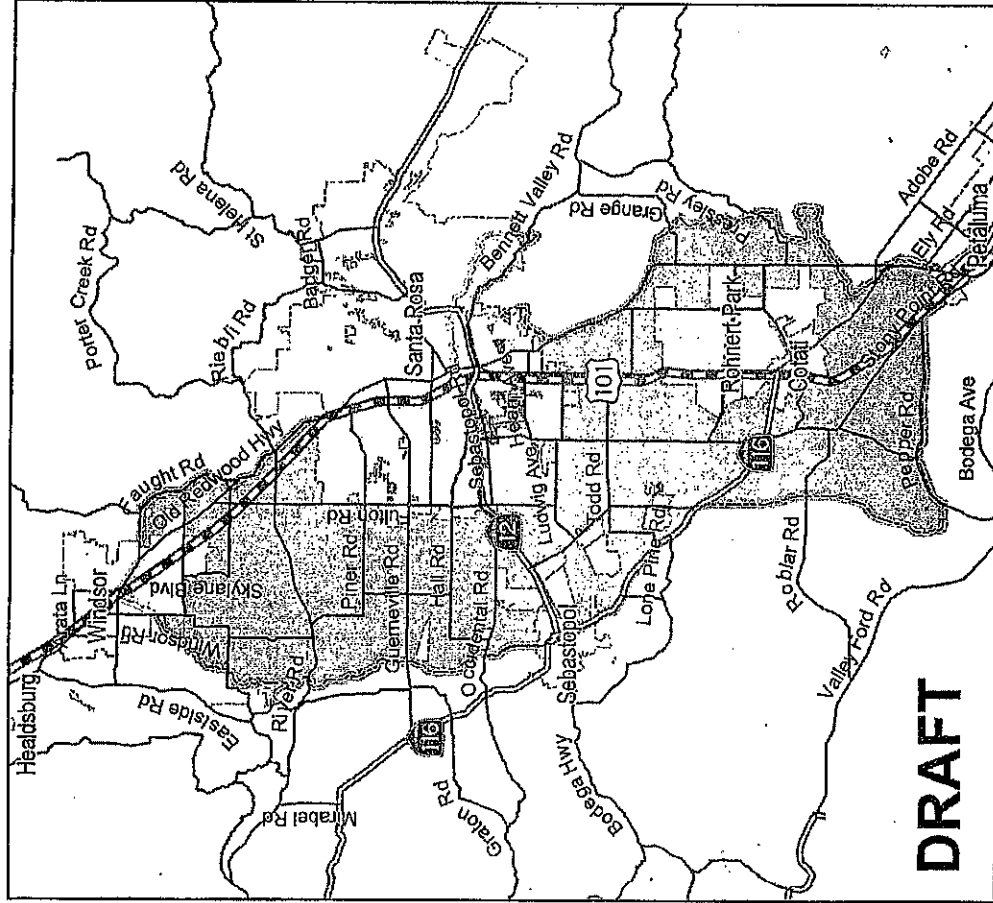
**List of Attachments:**

- EXHIBIT A: Draft Board of Supervisors Resolution
- EXHIBIT A-1 Draft General Plan Open Space Map
- EXHIBIT B: Draft Ordinance Rezoning Properties
- EXHIBIT B-1 Table of Technical Corrections
- EXHIBIT C: Planning Commission Resolution No. 12-018
- EXHIBIT D: Planning Commission Minutes dated July 12, 2012,
- EXHIBIT E: Planning Commission Staff Report dated July 12, 2012.





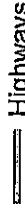


# Former General Plan Open Space

# Adopted General Plan Open Space



### Legend

-  Potential Range of California Tiger Salamander
-  U. S. Fish & Wildlife Service Calif. Tiger Salamander Critical Habitat Aug. 2011
-  Santa Rosa Plain Conservation Strategy Study Area
-  City Boundaries
-  Highways



FILE: ZCE 11-0018 (8)  
 AP #: Various  
 Resolution No. 12-0512

1 inch equals 4 miles

Permit and Resource Management Department  
 Project Review Section  
 2550 Ventura Avenue, Santa Rosa, CA 95403  
 (707) 565-1965 Fax (707) 565-1103

THE WITHIN INSTRUMENT IS A  
CORRECT COPY OF THE ORIGINAL  
ON FILE IN THIS OFFICE

#42 D  
Resolution No.12-0512

ATTEST: OCT 29 2012

County of Sonoma  
Santa Rosa, CA 95403

VERONICA A. FERGUSON, Clerk/Secretary  
BY *Woodson*  
DEPUTY CLERK/ASST SECRETARY

Date: 10/23/2012  
ZCE11-0018 Lisa Posternak

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Finding The Project Exempt From CEQA And Approving The Requested General Plan Amendments and Airport Industrial Area Specific Plan Amendments To Correct Various Technical Errors In The General Plan Land Use And Open Space Maps, Airport Industrial Area Specific Plan Land Use Map of The County of Sonoma.**

**Resolved**, that the Board of Supervisors of the County of Sonoma ("the Board") hereby finds and determines as follows:

**Whereas**, on July 12, 2007 the Board of Supervisors adopted the Official Zoning Database, an electronic database containing zoning information for the unincorporated county, which superseded old paper Zoning Maps; and

**Whereas**, various unintended zone changes occurred during the transition from the old paper Zoning Maps to the Official Zoning Database; and

**Whereas**, the Permit and Resource Management Department has identified historical inconsistencies between zoning and General Plan and Airport Industrial Area Specific Plan land use designation on certain parcels; and

**Whereas**, the Permit and Resource Management Department proposes to correct the technical errors and reconcile zoning and General Plan and Airport Industrial Area Specific Plan land use designation discrepancies (the "Proposed Project"); and

**Whereas**, it was determined that the Proposed Project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the California Code of Regulations which provides that where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and

**Whereas**, the Planning Commission in accordance with the provisions of law, conducted a public hearing on the Proposed Project on July 12, 2012, and with a 5-0 vote, recommended that the Board approve the Proposed Project; and

**Whereas**, the Planning Commission's recommendation on the Proposed Project has been reviewed and considered by the Board; and

**Whereas**, in accordance with the provisions of law, the Board held a public hearing on October 23, 2012, at which time all interested persons were given an opportunity to be heard on the Proposed Project; and

**Whereas**, the Proposed Project is part of the second amendment of the General Plan Land Use Element for 2012; and

**Whereas**, the second land use amendment of the General Plan Land Use Element for 2012 does not significantly alter the goals, objectives and policies of the General Plan and the change is in harmony with the rest of the General Plan; and

**Whereas**, the Board concurs with PRMD's determination that the Proposed Project is exempt from CEQA under Section 15061(b)(3) of the State CEQA Guidelines. The facts and conditions that support this finding are as follows:

1. Section 15061(b)(3) of the State CEQA Guidelines exempts an activity from CEQA where it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment;
2. The project details that establish the proposed project's eligibility for exemption under Section 15061(b)(3) of the State CEQA Guidelines are as follows:
  - a. The General Plan and Airport Industrial Area Specific Plan Amendments to affected parcels reconcile zoning and General Plan Airport Industrial Area Specific Plan land use or open space designation discrepancies.

**Now, Therefore**, based on the foregoing findings and determinations and the record of these proceedings, the Board declares and orders as follows:

1. The foregoing findings and determinations are true and correct, are supported by substantial evidence in the record, and are adopted as hereinabove set forth.
2. The Proposed Project is exempt from CEQA pursuant to Section 15061(b)(3) of the California Code of Regulations.
3. The Proposed Project is approved as follows:

a. The General Plan and applicable Area or Specific Plan Amendments are approved as part of the second amendment of the General Plan Land Use Element for 2012.

b. The General Plan Land Use Map Amendments are approved to amend the land use designation of certain real property from the existing land use designation to the proposed land use designation as follows:

1. APN 070-360-039 from Land Intensive Agriculture, 40 acre-density (LIA 40) to Public/Quasi-Public (POP).
2. APN 070-360-041 from Public/Quasi-Public (POP) to Land Intensive Agriculture, 40 acre-density (LIA 40).

3. ~~APN 094-130-010 from Public/Quasi-Public (PQP) to Rural Residential, 20 acre-density (RR 20).~~
4. ~~APN 094-130-012 from Public/Quasi-Public (PQP) to Rural Residential, 20 acre-density (RR 20).~~
5. ~~APN 059-271-001 from General Industrial (GI) to Public/Quasi-Public (PQP).~~
6. ~~APN 059-271-002 from Public/Quasi-Public / General Industrial (PQP/GI) to Public/Quasi-Public (PQP).~~
7. ~~APN 059-271-003 from Public/Quasi-Public / General Industrial (PQP/GI) to Public/Quasi-Public (PQP).~~
8. ~~APN 039-320-051 from Limited Commercial (LC) to Limited Commercial / Urban Residential, 11 units/acre (LC/UR 11).~~
9. ~~APN 125-131-065 from Urban Residential, 15 units/acre (UR 15) to Urban Residential, 10 units/acre (UR 10).~~
10. ~~APN 134-192-015 from Rural Residential, 10 acre-density (RR 10) to Rural Residential, 10 acre-density, Policy LU-16p (RR 10,16P).~~

✓ c. The General Plan Open Space Map Amendments are approved to amend the open space designation of certain real property as follows: ✓

1. Various APNs: Update the Open Space Map of the General Plan Open Space and Resource Conservation Element to reflect the boundary of the revised designation of Critical Habitat for the Sonoma County Distinct Population Segment of California Tiger Salamander as published by the U.S. Fish and Wildlife Service in the Federal Register on August 31, 2011 as shown in Exhibit A attached to this Resolution.

d. The General Plan Text Amendments are approved as follows:

1. Amend Table NE-2 ("Maximum Allowable Exterior Noise Exposures for Non-Transportation Noise Sources") of Policy NE-1c of the Noise Element to contain correct hourly noise metrics as follows:

TABLE NE-2: Maximum Allowable Exterior Noise Exposures for Non-Transportation Noise Sources.

Field

Hourly Noise Metric <sup>1</sup> , d.b.a.	Daytime (7 a.m. to 10 p.m.)	Nighttime (10 p.m. to 7 a.m.)
L50 (30 minutes in any hour)	50	45
L25 (15 minutes in any hour)	55	50
L08 ( <del>5</del> 4 minutes <del>48</del> seconds in any hour)	60	55
L02 (1-minute 72 seconds in any hour)	65	60

1 The sound level exceeded n% of the time in any hour. For example, the L50 is the value exceeded 50% of the time or 30 minutes in any hour; this is the median noise level. The L02 is the sound level exceeded 1 minute in any hour.

2. Add the following definition for "Transportation Noise" to the General Plan Glossary: "Transportation Noise: Sound due to traffic on public roadways, waterways, railroads, and airports."
- e. The Airport Industrial Area Specific Plan Land Use Map Amendments are approved to amend the land use designation of certain real property as follows:
1. APN 059-271-001 from Agriculture & Open Space/Heavy Industrial to Public Facilities.
  2. APN 059-271-002 from Agriculture & Open Space/Heavy Industrial to Public Facilities.
  3. APN 059-271-003 from Heavy Industrial to Public Facilities.

**Be It Further Resolved** that the Board of Supervisors designates the Clerk of the Board as the custodian of the documents and other material which constitute the record of proceedings upon which the decision herein is based. These documents may be found at the office of the Clerk of the Board, 575 Administration Drive, Room 100-A, Santa Rosa, California 95403.

**Supervisors:**

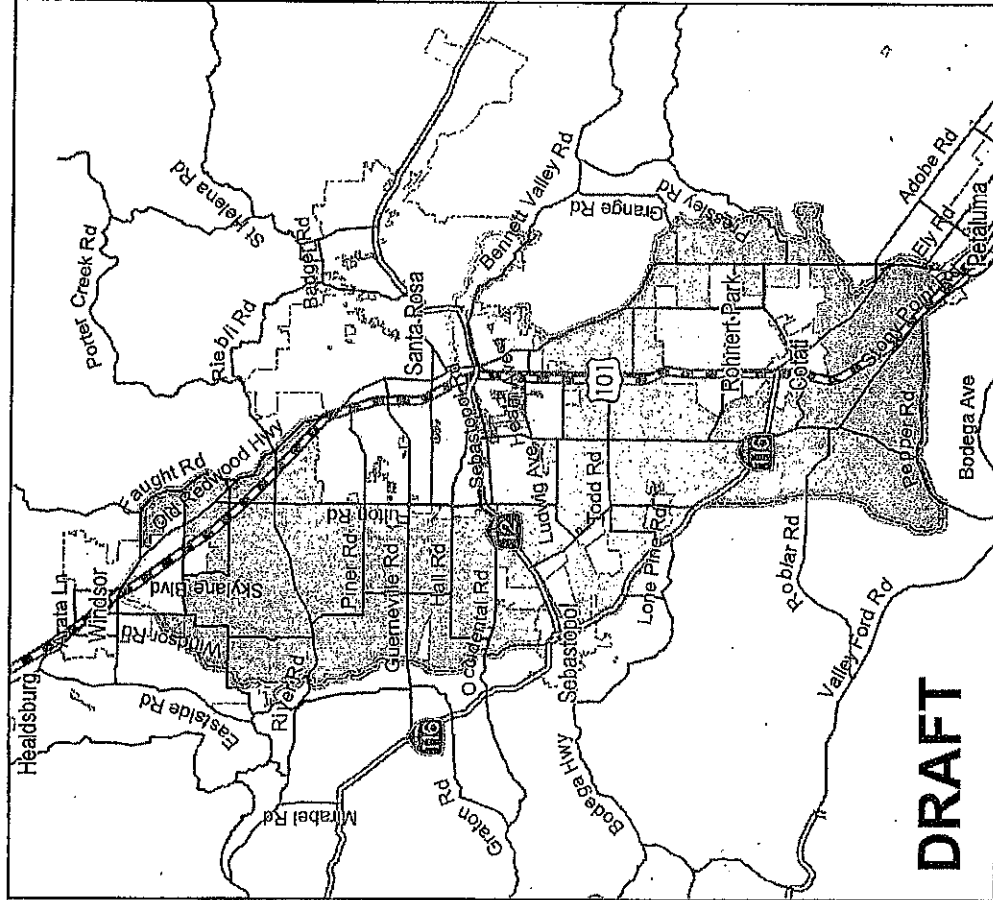
Brown: Aye      Rabbitt: Aye      McGuire: Aye      Carrillo: Aye      Zane: Aye

Ayes: 5      Noes: 0      Absent: 0      Abstain: 0

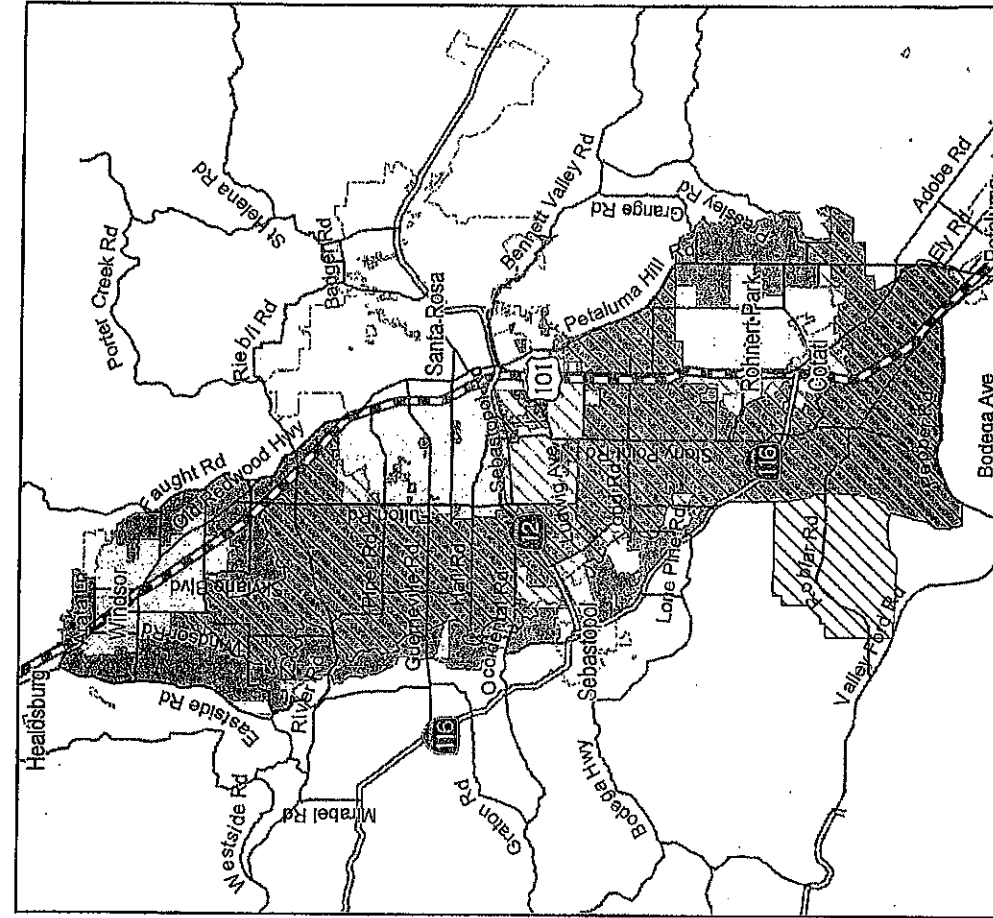
**So Ordered.**

# Former General Plan Open Space






# Adopted General Plan Open Space

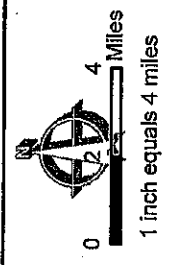


**DRAFT**



**Legend**

-  Potential Range of California Tiger Salamander
-  U. S. Fish & Wildlife Service Calif. Tiger Salamander Critical Habitat Aug. 2011
-  Santa Rosa Plain Conservation Strategy Study Area
-  City Boundaries
-  Highways



FILE: ZCE 11-0018 (8)  
 AP #: Various  
 Resolution No. 12-0512

Permit and Resource Management Department  
 Project Review Section  
 2550 Ventura Avenue, Santa Rosa, CA 95403  
 (707) 565-1965 Fax (707) 565-1103

Resolution Number

County of Sonoma  
Santa Rosa, California

July 12, 2018  
ORD18-0005      Blake Hillegas

A RESOLUTION OF THE PLANNING COMMISSION OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA, RECOMMENDING THAT THE BOARD OF SUPERVISORS ADOPT AN ORDINANCE AMENDING CHAPTER 26A (SURFACE AND MINING ORDINANCE) OF THE SONOMA COUNTY CODE TO CONFIRM THAT SETBACKS TO CRITICAL HABITAT AS DESIGNATED BY THE GENERAL PLAN IN 2012 DO NOT RETROACTIVELY APPLY TO ALREADY PERMITTED SITES, INCLUDING THE EXISTING STONY POINT QUARRY (7271 STONY POINT ROAD) AND THE APPROVED ROBLAR ROAD QUARRY (7175 AND 7601 ROBLAR ROAD); APNs 024-050-015 AND -016 AND 027-080-009 AND -010

WHEREAS, the Stony Point Quarry has been operating for 90 years and has vested rights; and

WHEREAS, the Roblar Road Quarry project was approved on December 14, 2010; and

WHEREAS, both sites are designated as potential quarries in Sonoma County's Aggregate Resource Management Plan; and

WHEREAS, an EIR was certified for the Roblar Road Quarry, which included mitigation measures to reduce potential impacts to the California Tiger Salamander to less than significant; and

WHEREAS, On August 31, 2011, the U.S. Fish and Wildlife service promulgated a map of approximately 47,383 acres of critical habitat for the California Tiger Salamander (CTS) in the Federal Register; and

WHEREAS, the 47,383 acres of critical habitat encompasses most of the Santa Rosa Plain, from Windsor to southern Cotati, including a portion in the southwest that extends into the Roblar Valley; and

WHEREAS, the Sonoma County Surface and Mining Ordinance establishes a 100 foot setback from critical habitat as designated in the General Plan; and

WHEREAS, On October 23, 2012, the Board of Supervisors adopted map amendments to the Open Space Element of the General Plan to designate critical habitat for the California Tiger Salamander; and

WHEREAS, the General Plan maps had previously identified the "potential range" of the California Tiger Salamander on the open space maps, they now specifically reference the federal "critical habitat" map; and

WHEREAS, the existing Stony Point Quarry and approved Roblar Road Quarrie do not comply with the 100 foot setback to critical CTS habitat as designated in the General Plan; and

WHEREAS, the General Plan open space map change was treated as a technical data change and not as a substantive change in land use requirements; and

WHEREAS, there was never any expectation that the setbacks would apply to these quarries, and these setbacks were not intended to apply retroactively; and

WHEREAS, Stony Point Quarry has been operating for over 90 years and has vested rights;  
and

WHEREAS, the Roblar Road quarry was permitted in 2010 before the setbacks were adopted;

WHEREAS, the Roblar Road quarry is fully mitigating impacts to CTS pursuant to state and federal requirements.

NOW THEREFORE BE IT RESOLVED that the Planning Commission hereby confirms that the setbacks to critical habitat as designated by the General Plan in 2012 and referenced in the Surface and Mining Ordinance do not retroactively apply to already permitted sites, including the Stony Point and Roblar Road Quarries; and

BE IT FURTHER RESOLVED that this item is a clarification under existing law, and therefore, is not a project subject to CEQA as defined in Section 15378 and is also exempt under Section 15061(b)(3). Furthermore, no additional CEQA review is required because the relevant permitted sites have already undergone CEQA review; and

BE IT FURTHER RESOLVED that the Planning Commission recommends that the Board of Supervisors adopt the proposed amendments to Chapter 26A of the Sonoma County Code; and

BE IT FURTHER RESOLVED that the Planning Commission designates the Secretary as the custodian of the documents and other material, which constitute the record of the proceedings upon which the Commission's decision herein is based. These documents may be found at the Permit and Resource Management Department, 2550 Ventura Avenue, Santa Rosa, California 95403.

THE FOREGOING RESOLUTION was introduced by Commissioner \_\_\_\_\_, who moved its adoption, seconded by Commissioner \_\_\_\_\_, and adopted on roll call by the following vote:

Commissioner  
Commissioner  
Commissioner  
Commissioner  
Commissioner

Ayes:      Noes:      Absent:      Abstain:

WHEREUPON, the Chair declared the above and foregoing Resolution duly adopted; and

SO ORDERED.





## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 49**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** September 11, 2018

**Vote Requirement:** 4/5

**Department or Agency Name(s):** Transportation and Public Works

**Staff Name and Phone Number:**

Johannes J. Hoevertsz, 707-565-2231

**Supervisorial District(s):**

Fifth

**Title:** Jenner Water District Financing.

### **Recommended Actions:**

That the Board hold a public hearing on the annual written report for County Service Area No. 41 Jenner Zone of Benefit and adopt the resolution ordering the annual water charge to be collected on the County of Sonoma tax roll for the total amount of \$65,458 for Fiscal Year 2018-2019.

### **Executive Summary:**

State law and regulations require that an annual public hearing be held by the Board of Supervisors to direct that annual loan repayments be collected on the County of Sonoma tax roll. Staff is recommending that the Board approved the attached resolution ordering that the annual repayment charge for two loans used for water system improvements be collected on the County of Sonoma tax roll for the total amount of \$65,458 for Fiscal Year 2018-19. There is no change in annual charges from prior years.

### **Discussion:**

#### **Background**

The Jenner Water System is located in the unincorporated County on the Pacific Ocean (see Attachment 3). The system has 124 accounts, all with a 5/8-inch meter. Of the total accounts, 109 are residential customers and 15 are commercial customers. Several of the commercial property owners have more than one meter on their property. There are 115 property owners that have two annual assessments on the County's tax roll to repay the loans obtained from the State of California to rehabilitate the water system.

#### **Annual Written Report**

Each fiscal year, Health and Safety Code section 5473 requires that the Board of Supervisors, as the governing board for the County Service Areas, hold a public hearing and adopt a resolution directing that the annual charge levy be collected on the County's property tax rolls. The total annual charge levy

to be collected on each parcel is detailed on the attached written report, which is a listing of the Assessor's parcel numbers and the dollar amount of the annual charge levy. The amount of anticipated revenues from the charge levy and the biannual payments to the State of California are budgeted in the Fiscal Year 2018-19 adopted budget for the Jenner Water System debt service funds.

On July 18, 1989, the Board of Supervisors authorized the Director of Transportation and Public Works to execute the 30-year agreement with the California State Department of Water Resources, in the amount of \$956,800, to cover the costs of acquiring the Jenner Water System from the Jenner Water Works, and purchasing and installation of water main and supply lines, pumps and pumping equipment, a 100,000 gallon storage tank, water treatment system, and building. The annual charge levy for repayment of this loan is \$430 per equivalent single family dwelling per year for the term of the loan obligation. The two regular payments totaling \$52,570 will be made in Fiscal Year 2018-19 after which there will be a remaining balance of \$104,979. The final payment for this loan is anticipated to be made in Fiscal Year 2021-22.

On December 16, 2008, the Board approved a 20-year agreement with the California Department of Public Health for a Safe Drinking Water Loan, in the amount of \$120,000, to fund the purchase, transportation, and installation of a new micro-filtration water treatment plant purchased from the California Water Service Corporation for the then 15-year-old treatment facility in order to meet more stringent State of California water quality standards. The annual charge levy for repayment of this loan is \$57 per equivalent single family dwelling per year for the term of the loan obligation. The final payment for this loan will be made in Fiscal Year 2029-30.

The total annual charge to be collected on each parcel is detailed on the attached written report. Annual charges are budgeted in the approved Fiscal Year 18-19 budget for the Jenner Water District debt service funds.

Notice of a Public Hearing was published on August 27, 2018, once a week for two consecutive weeks in a newspaper of general circulation whose distribution includes the Jenner Water District.

**Prior Board Actions:**

9/12/17: Board adopted Resolution 17-0333 ordering the annual water charge to be collected on the County of Sonoma tax roll for the amount of \$65,458 during Fiscal Year 2017-18.

12/16/09: Board approved a 20-year agreement with the California Department of Public Health.

07/18/89: Board directed the Director of the DTPW to execute a 30-year agreement with the California State Department of Water Resources.

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

Annual charge levy for system wide improvements made to the water treatment plant providing service to the CSA #41 Jenner Zone of Benefit to meet the State of California safe drinking water standards.

<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 18-19 Adopted</b>	<b>FY 19-20 Projected</b>	<b>FY 20-21 Projected</b>
Budgeted Expenses	65,458	65,458	65,458
Additional Appropriation Requested	0		
<b>Total Expenditures</b>	<b>65,458</b>	<b>65,458</b>	<b>65,458</b>
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal			
Fees/Other	65,458	65,458	65,458
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>	<b>65,458</b>	<b>65,458</b>	<b>65,458</b>
<b>Narrative Explanation of Fiscal Impacts:</b>			
The annual repayment charges for the State of California loans used for water system improvements will be collected on the County of Sonoma tax roll for the total amount of \$65,458 for Fiscal Year 2018-19.			
<b>Staffing Impacts</b>			
<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A – I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
1. Charge Levy Resolution. 2. County Service Area #41 Jenner Zone of Benefit Charge Levy User Inventory (“Written Report”). 3. Map of the Jenner Zone of Benefit.			
<b>Related Items “On File” with the Clerk of the Board:</b>			



# County of Sonoma

## State of California

Date: September 11, 2018

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

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Levying An Annual Water Charge For Fiscal Year 2018-19 Pursuant to County Service Area No. 41 Jenner Zone of Benefit (Formerly Known As County Service Area No. 34) And Ordering The Annual Water Charge To Be Collected On The County Of Sonoma Tax Roll.**

**Whereas**, pursuant to the provisions of Ordinance No. 4026, as amended, and Article 4 of Chapter 5 of Part 3 of Division 5 of the California Health and Safety Code, commencing with Section 5470 (the "Code"), the Board of Supervisors is authorized to levy an annual water charge (the "Charge") and to have such Charge collected on the tax roll in the same manner, by the same persons, and at the same time as, together with and not separately from, the general taxes of the County.

**Whereas**, the Board of Supervisors has caused a written report (the "Written Report") to be prepared and filed with the Clerk of the Board. The Written Report contains a description of each parcel of real property within the County to which the Charge is applicable (the "Identified Parcels") and the amount of the Charge for each such Identified Parcel for Fiscal Year 2018-19, in conformity with Ordinance No. 4026, as amended.

**Whereas**, following notice duly given in accordance with law, the Board of Supervisors has held a full and fair public hearing regarding the Written Report and the levy and collection of the Charge for Fiscal Year 2018-19 and heard and considered all objections and protests thereto.

**Whereas**, no majority protest against the Written Report exists, as determined in accordance with Section 5473.2 of the Code.

**Now, Therefore, Be It Resolved** the Board of Supervisors hereby overrules all protests and objections to the Written Report and approves the Written Report as filed.

**Be It Further Resolved** the Board of Supervisors hereby levies the Charge for Fiscal Year 2018-19 in the amount set forth in the Written Report.

**Be It Further Resolved** the adoption of this resolution constitutes the levy of the Charge against the Identified Parcels for the Fiscal Year commencing July 1, 2018 and ending June 30, 2019.

**Be It Further Resolved** the Charge shall be collected for Fiscal Year 2018-19 on the County of Sonoma tax roll in the same manner, by the same persons, and at the same time as, together with and not separately from, the general taxes of the County.

Resolution #

Date:

Page 2

**Be It Further Resolved** the Clerk of the Board is hereby authorized and directed to file the Written Report with the County Auditor-Controller-Tax Collector-Treasurer with a statement endorsed on said Written Report over the Clerk's signature that the Written Report has been approved and finally adopted by the Board of Supervisors. Upon receipt of the Written Report from the Clerk, the County Auditor-Controller-Tax Collector-Treasurer shall enter the amount of the Charge against the Identified Parcels as they appear on the current assessment roll.

**Be It Further Resolved** the Clerk of the Board is hereby further authorized and directed to file with the County Auditor-Controller-Tax Collector-Treasurer of the County of Sonoma a copy of the Written Report, with a statement endorsed thereon over the Clerk's signature that the Written Report has been approved and finally adopted by the Board of Supervisors, with a certified copy of this Resolution.

**Be It Further Resolved** this Resolution shall become effective on the date that this Resolution has been adopted by the Board of Supervisors.

PASSED, APPROVED AND ADOPTED THIS ELEVENTH DAY OF SEPTEMBER 2018.

**Supervisors:**

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**

County of SONOMA  
DIRECT CHARGE TAX CODE DETAIL  
From Tax Code: 73000, Thru Tax Code: 73001

ASMT	COUNT	SEC AMT	UNSEC AMT	INACTIVE
<b>N</b>				
<b>73000</b>				
<b>CSA #41-ZN34 JENNER WATER</b>				
<b>Applies to: APPLICABLE ONLY TO SPECIFIC ASMTS</b>				
099-100-024-000		430.00		
099-100-064-000		430.00		
099-100-091-000		430.00		
099-111-001-000		430.00		
099-111-002-000		430.00		
099-111-017-000		430.00		
099-111-022-000		430.00		
099-111-023-000		430.00		
099-111-024-000		688.00		
099-111-025-000		430.00		
099-111-030-000		430.00		
099-111-031-000		430.00		
099-111-032-000		688.00		
099-111-033-000		430.00		
099-111-034-000		430.00		
099-112-001-000		430.00		
099-112-002-000		430.00		
099-112-004-000		430.00		
099-112-011-000		688.00		
099-112-012-000		430.00		
099-112-013-000		430.00		
099-112-025-000		645.00		
099-112-030-000		430.00		
099-112-031-000		430.00		
099-112-036-000		430.00		
099-112-037-000		430.00		
099-113-003-000		430.00		
099-113-004-000		430.00		
099-113-006-000		430.00		
099-113-007-000		430.00		
099-113-016-000		430.00		
099-120-005-000		430.00		
099-120-011-000		430.00		
099-120-013-000		2,382.20		
099-120-017-000		430.00		
099-120-018-000		430.00		
099-131-001-000		688.00		
099-131-002-000		688.00		
099-131-008-000		430.00		
099-131-009-000		430.00		
099-131-013-000		430.00		
099-131-018-000		430.00		
099-131-020-000		430.00		
099-131-021-000		430.00		
099-131-022-000		430.00		
099-131-026-000		430.00		
099-131-034-000		430.00		
099-131-035-000		430.00		
099-131-044-000		430.00		
099-131-050-000		430.00		
099-131-052-000		430.00		
099-131-054-000		430.00		
099-131-055-000		430.00		
099-131-057-000		430.00		

**County of SONOMA**  
**DIRECT CHARGE TAX CODE DETAIL**  
**From Tax Code: 73000, Thru Tax Code: 73001**

ASMT	COUNT	SEC AMT	UNSEC AMT	INACTIVE
<b>N</b>				
<b>73000</b>		<b>CSA #41-ZN34 JENNER WATER</b>		
		<b>Applies to: APPLICABLE ONLY TO SPECIFIC ASMTS</b>		
099-131-058-000		430.00		
099-131-059-000		430.00		
099-132-001-000		430.00		
099-132-005-000		430.00		
099-132-006-000		430.00		
099-132-008-000		430.00		
099-132-009-000		430.00		
099-132-010-000		430.00		
099-132-011-000		430.00		
099-132-012-000		430.00		
099-132-015-000		430.00		
099-132-017-000		430.00		
099-132-018-000		430.00		
099-132-019-000		430.00		
099-132-020-000		430.00		
099-132-027-000		430.00		
099-132-028-000		430.00		
099-140-003-000		430.00		
099-140-004-000		430.00		
099-140-005-000		430.00		
099-140-008-000		430.00		
099-140-009-000		430.00		
099-140-016-000		430.00		
099-140-019-000		430.00		
099-140-020-000		430.00		
099-140-026-000		430.00		
099-140-030-000		430.00		
099-140-043-000		430.00		
099-140-044-000		430.00		
099-140-052-000		430.00		
099-140-053-000		430.00		
099-140-054-000		430.00		
099-140-055-000		430.00		
099-140-058-000		430.00		
099-140-060-000		430.00		
099-140-063-000		688.00		
099-140-064-000		430.00		
099-140-065-000		688.00		
099-140-073-000		430.00		
099-140-074-000		430.00		
099-140-076-000		430.00		
099-140-085-000		430.00		
099-140-086-000		430.00		
099-140-087-000		430.00		
099-140-088-000		430.00		
099-140-089-000		1,505.00		
099-140-090-000		645.00		
099-140-091-000		688.00		
099-140-092-000		430.00		
099-140-094-000		430.00		
099-150-001-000		430.00		
099-150-006-000		688.00		
099-150-008-000		430.00		
099-150-009-000		430.00		

County of SONOMA  
DIRECT CHARGE TAX CODE DETAIL  
From Tax Code: 73000, Thru Tax Code: 73001

ASMT	COUNT	SEC AMT	UNSEC AMT	INACTIVE
<b>N</b>				
<b>73000</b>				
<b>CSA #41-ZN34 JENNER WATER</b>				
<b>Applies to: APPLICABLE ONLY TO SPECIFIC ASMTS</b>				
099-150-013-000		430.00		
099-150-019-000		2,997.10		
099-150-021-000		430.00		
099-150-022-000		430.00		
099-150-023-000		430.00		
099-150-024-000		430.00		
099-150-025-000		430.00		
<b>TOTAL 73000</b>	<b>115</b>	<b>57,796.30</b>		



**County of SONOMA**  
**DIRECT CHARGE TAX CODE DETAIL**  
**From Tax Code: 73000, Thru Tax Code: 73001**

ASMT	COUNT	SEC AMT	UNSEC AMT	INACTIVE
<b>N</b>				
<b>73001</b>		<b>CSA #41-ZN 34 JENNER WTR '09 UPGRADE</b>		
		<b>Applies to: APPLICABLE ONLY TO SPECIFIC ASMTS</b>		
099-100-024-000		57.00		
099-100-064-000		57.00		
099-100-091-000		57.00		
099-111-001-000		57.00		
099-111-002-000		57.00		
099-111-017-000		57.00		
099-111-022-000		57.00		
099-111-023-000		57.00		
099-111-024-000		91.20		
099-111-025-000		57.00		
099-111-030-000		57.00		
099-111-031-000		57.00		
099-111-032-000		91.20		
099-111-033-000		57.00		
099-111-034-000		57.00		
099-112-001-000		57.00		
099-112-002-000		57.00		
099-112-004-000		57.00		
099-112-011-000		91.20		
099-112-012-000		57.00		
099-112-013-000		57.00		
099-112-025-000		85.50		
099-112-030-000		57.00		
099-112-031-000		57.00		
099-112-036-000		57.00		
099-112-037-000		57.00		
099-113-003-000		57.00		
099-113-004-000		57.00		
099-113-006-000		57.00		
099-113-007-000		57.00		
099-113-016-000		57.00		
099-120-005-000		57.00		
099-120-011-000		57.00		
099-120-013-000		315.78		
099-120-017-000		57.00		
099-120-018-000		57.00		
099-131-001-000		91.20		
099-131-002-000		91.20		
099-131-008-000		57.00		
099-131-009-000		57.00		
099-131-013-000		57.00		
099-131-018-000		57.00		
099-131-020-000		57.00		
099-131-021-000		57.00		
099-131-022-000		57.00		
099-131-026-000		57.00		
099-131-034-000		57.00		
099-131-035-000		57.00		
099-131-044-000		57.00		
099-131-050-000		57.00		
099-131-052-000		57.00		
099-131-054-000		57.00		
099-131-055-000		57.00		
099-131-057-000		57.00		

County of SONOMA  
DIRECT CHARGE TAX CODE DETAIL  
From Tax Code: 73000, Thru Tax Code: 73001

ASMT	COUNT	SEC AMT	UNSEC AMT	INACTIVE
<b>N</b>				
<b>73001</b>				
<b>CSA #41-ZN 34 JENNER WTR '09 UPGRADE</b>				
<b>Applies to: APPLICABLE ONLY TO SPECIFIC ASMTS</b>				
099-131-058-000		57.00		
099-131-059-000		57.00		
099-132-001-000		57.00		
099-132-005-000		57.00		
099-132-006-000		57.00		
099-132-008-000		57.00		
099-132-009-000		57.00		
099-132-010-000		57.00		
099-132-011-000		57.00		
099-132-012-000		57.00		
099-132-015-000		57.00		
099-132-017-000		57.00		
099-132-018-000		57.00		
099-132-019-000		57.00		
099-132-020-000		57.00		
099-132-027-000		57.00		
099-132-028-000		57.00		
099-140-003-000		57.00		
099-140-004-000		57.00		
099-140-005-000		57.00		
099-140-008-000		57.00		
099-140-009-000		57.00		
099-140-016-000		57.00		
099-140-019-000		57.00		
099-140-020-000		57.00		
099-140-026-000		57.00		
099-140-030-000		57.00		
099-140-043-000		57.00		
099-140-044-000		57.00		
099-140-052-000		57.00		
099-140-053-000		57.00		
099-140-054-000		57.00		
099-140-055-000		57.00		
099-140-058-000		57.00		
099-140-060-000		57.00		
099-140-063-000		91.20		
099-140-064-000		57.00		
099-140-065-000		91.20		
099-140-073-000		57.00		
099-140-074-000		57.00		
099-140-076-000		57.00		
099-140-085-000		57.00		
099-140-086-000		57.00		
099-140-087-000		57.00		
099-140-088-000		57.00		
099-140-089-000		199.50		
099-140-090-000		85.50		
099-140-091-000		91.20		
099-140-092-000		57.00		
099-140-094-000		57.00		
099-150-001-000		57.00		
099-150-006-000		91.20		
099-150-008-000		57.00		
099-150-009-000		57.00		

County of SONOMA  
DIRECT CHARGE TAX CODE DETAIL  
From Tax Code: 73000, Thru Tax Code: 73001

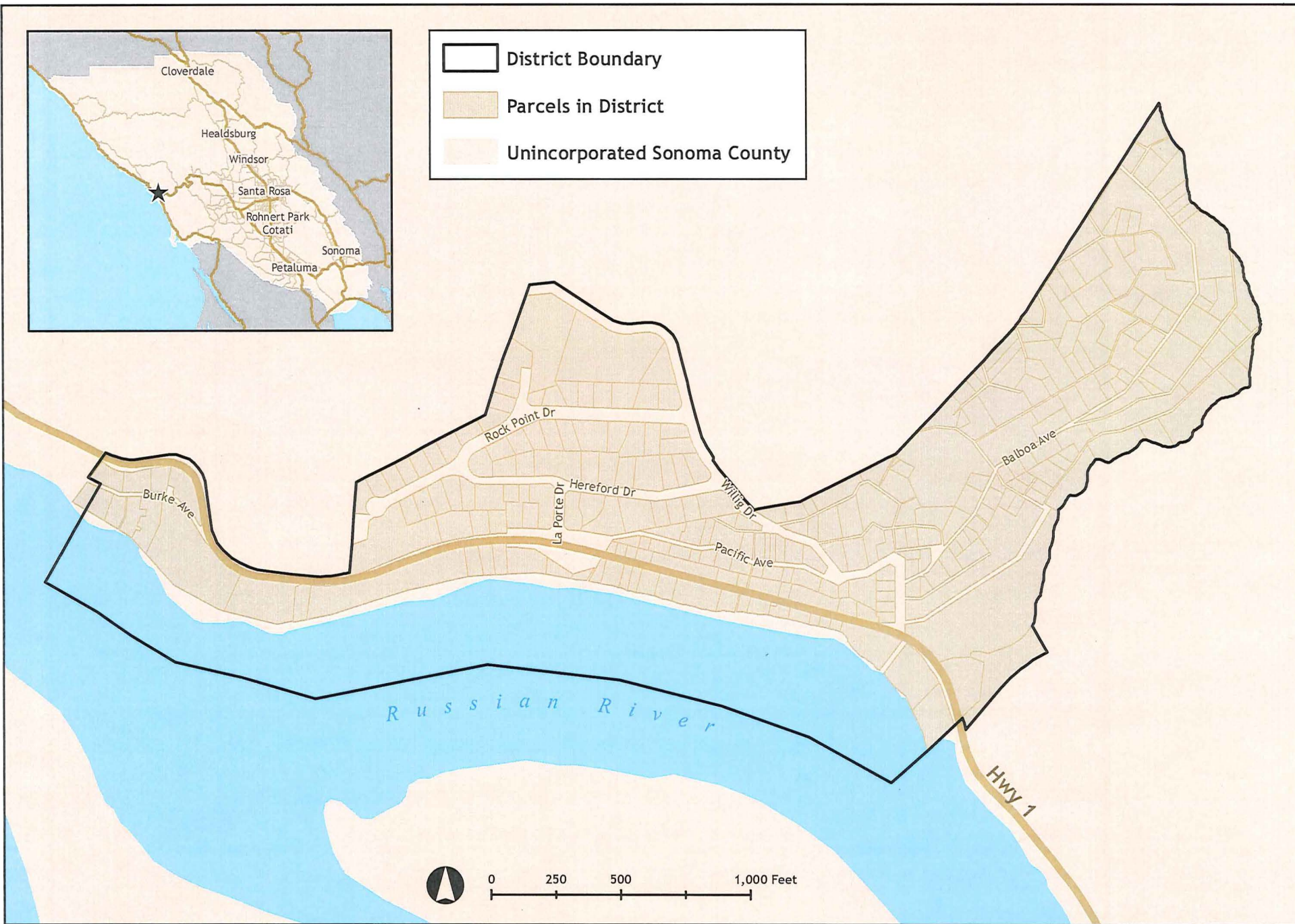
ASMT	COUNT	SEC AMT	UNSEC AMT	INACTIVE
<b>N</b>				
<b>73001</b>				
<b>CSA #41-ZN 34 JENNER WTR '09 UPGRADE</b>				
<b>Applies to: APPLICABLE ONLY TO SPECIFIC ASMTS</b>				
099-150-013-000		57.00		
099-150-019-000		397.30		
099-150-021-000		57.00		
099-150-022-000		57.00		
099-150-023-000		57.00		
099-150-024-000		57.00		
099-150-025-000		57.00		
<b>TOTAL 73001</b>	<b>115</b>	<b>7,661.38</b>		

**County of SONOMA**  
**DIRECT CHARGE TAX CODE DETAIL**  
**From Tax Code: 73000, Thru Tax Code: 73001**

<b>ASMT</b>	<b>COUNT</b>	<b>SEC AMT</b>	<b>UNSEC AMT</b>	<b>INACTIVE</b>
<b>TOTAL N</b>	<b>230</b>	<b>65,457.68</b>		
<b>TOTAL ALL TAX CODES</b>	<b>230</b>	<b>65,457.68</b>		

# Jenner Water District (CSA #41 Zone 34)

May, 2014





## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 50**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** September 11, 2018

**Vote Requirement:** 4/5

**Department or Agency Name(s):** Transportation and Public Works

**Staff Name and Phone Number:**

Johannes J. Hoevertsz, 707-565-2231

**Supervisorial District(s):**

Fifth

**Title:** Salmon Creek Water District Financing.

### **Recommended Actions:**

That the Board hold a public hearing on the annual written report for County Service Area No. 41 Salmon Creek Water System and adopt the resolution ordering the annual water charge for the debt service and the \$30 annual charge for water availability to be collected on the County of Sonoma tax roll for the total amount of \$45,084 for Fiscal Year 2018-19.

### **Executive Summary:**

State law and regulations require that an annual public hearing be held by the Board of Supervisors to direct that annual loan repayments be collected on the County of Sonoma tax roll. Staff is recommending that the Board approve the attached resolution ordering that the annual repayment charge for the United States Department of Agriculture loan used for the recently completed water system improvements be collected on the County of Sonoma tax roll for the total amount of \$44,064 and a total of \$1,020 for water availability for Fiscal Year 2018-2019. There is no change in annual charges from prior years.

### **Discussion:**

#### **Background**

The Salmon Creek Water System is located in the unincorporated County on the Pacific Ocean (see Attachment 3). The system has 97 residential customer accounts; 95 with a 5/8-inch meter and 2 with a 1" meter. There are 100 property owners that have the assessment of \$440.64 per year per Assessor's Parcel Number on the County's tax roll for the purpose of repaying the total loan amount of \$983,000 obtained from the United States Department of Agriculture to rehabilitate the water system.

On July 30, 2013 by approving Resolution 13-0300, the Board provided for the incurrence of indebtedness and the Sonoma County Public Finance Authority provided for the sale and issuance of water revenue bonds in the amount of \$792,000 and \$191,000, from the United States Department of

Agriculture for the system-wide improvements (Project) which represents the total 40-year principal amount of \$983,000. At 2.75% interest, the total amount of the loan payments will be \$1,624,038. The United States Department of Agriculture provided the additional funding of \$191,000 after notification that the proposals received for construction of the Project were all higher than the engineer's estimate. The final payment for the loan will be made in Fiscal Year 2053-54.

In addition the United States Department of Agriculture provided \$735,000 in grant funding for the Project. The total approved loan/grant package was \$1,718,000.

The Project included the reconstruction and expansion of a treatment building, expanding water treatment to include membrane filtration, construction of an underground reinforced concrete water storage tank, expansion of a groundwater collection system, and miscellaneous control and electrical improvements. Project development expenses included preliminary engineering, California Environmental Quality Act compliance, National Environmental Policy Act compliance, Coastal Permit, Right of Way acquisition, bond counsel, legal counsel, construction administration, and project management. The United States Department of Agriculture Installment Agreement also required that the \$80,000 balance of the existing loan from the State of California for prior improvements be paid in full. A Notice of Completion was filed with the County Recorder on August 20, 2014, and the Project has been fully operational since that time.

In addition to the Charge Levy for the annual debt service, property owners fronting the water main but not connected to the system had the option of authorizing an annual water availability charge to ensure that they would be provided water in the event that they wanted to build a home on their property. Property owners are charged \$30 per parcel. The \$60 for the one parcel represents the change in the Assessor's database that combined two separate parcel numbers as identified in the original Board approval. This water availability charge was approved by the Board under Ordinance 4024 dated June 27, 1989.

### **Annual Written Report**

Each fiscal year, Health and Safety Code section 5473, requires that the Board of Supervisors, as the governing board for the County Service Areas, hold a public hearing and adopt a resolution directing that the annual charge levy be collected on the County's property tax rolls. The total annual charge levy to be collected on each parcel is detailed on the attached written report which is a listing of the Assessor's parcel numbers and the dollar amount of the annual charge levy. The amount of anticipated revenues from the charge levy and the biannual payments to the United States Department of Agriculture were included in the Fiscal Year 2018-19 adopted budget for the Salmon Creek Water System debt service funds.

Notice of a Public Hearing was published on August 27, 2018, once a week for two consecutive weeks in a newspaper of general circulation whose distribution includes the Salmon Creek Water District.

### **Prior Board Actions:**

9/12/17: Board adopted Resolution 17-0331 ordering the annual water charge for the debt service and the \$30 annual charge for water availability to be collected on the County of Sonoma tax roll for the total amount of \$45,084 for Fiscal Year 2017-2018.

7/30/13: Board adopted Resolution No. 13-0299 providing for the incurrence of indebtedness for the CSA #41 Salmon Creek Zone of Benefit and Resolution No. 13-0300 approving the issuance, sale and delivery by the Sonoma County Public Finance Authority of its water revenue bonds. Sonoma County

Public Finance Authority approved Resolution No. 13-301 providing for the sale and issuance of water revenue bonds for \$792,000 and \$191,000 from the U.S.D.A.

6/18/13 Board adopted Ordinance No. 6038 amending Ordinance 4024, as amended, to include increases to the meter rates, water usage rates, and the new Charge to be placed on the Sonoma County tax roll for the U.S.D.A. loan repayment.

6/4/13: Board held a Proposition 218 public hearing to adjust the water service charges for operations and maintenance of the water system and to place a charge levy for the system improvements on the tax roll.

2/21/12: Board held a public hearing to consider a use permit and coastal permit for the Salmon Creek Water Collection and Treatment System Improvement Project (“Project”), approved a resolution adopting the mitigated negative declaration, and approved the use permit and coastal permit for the Project.

09/28/10: Board authorized the submittal of an application to U.S.D.A. for a grant/loan for system improvements.

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

Annual charge levy for system wide improvements made to the water treatment plant providing service to the CSA #41 Salmon Creek Zone of Benefit to meet the State of California safe drinking water standards.

**Fiscal Summary**

<b>Expenditures</b>	<b>FY 18-19 Adopted</b>	<b>FY 19-20 Projected</b>	<b>FY 20-21 Projected</b>
Budgeted Expenses	45,084	45,084	45,084
Additional Appropriation Requested	0		
<b>Total Expenditures</b>	<b>45,084</b>	<b>45,084</b>	<b>45,084</b>

**Funding Sources**

General Fund/WA GF			
State/Federal			
Fees/Other	45,084	45,084	45,084
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>	<b>45,084</b>	<b>45,084</b>	<b>45,084</b>

**Narrative Explanation of Fiscal Impacts:**

The annual repayment charge for the United States Department of Agriculture loan used for water system improvements will be collected on the County of Sonoma tax roll for the amount of \$44,064 and the water availability charge for the amount of \$1,020 for a total of \$45,084 in Fiscal Year 2018-19.



<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
1. Charge Levy Resolution. 2. County Service Area #41 Salmon Creek Zone of Benefit Charge Levy User Inventory (“Written Report”). 3. Map of the Salmon Creek Zone of Benefit.			
<b>Related Items “On File” with the Clerk of the Board:</b>			



# County of Sonoma

## State of California

Date: September 11, 2018

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



4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Levying An Annual Water Charge For Fiscal Year 2018-19 Pursuant to County Service Area No. 41 Salmon Creek Zone of Benefit (Formerly Known As County Service Area No. 34) And Ordering The Annual Water Charge To Be Collected On The County Of Sonoma Tax Roll.**

**Whereas**, pursuant to the provisions of Ordinance No. 4024, as amended, and Article 4 of Chapter 5 of Part 3 of Division 5 of the California Health and Safety Code, commencing with Section 5470 (the "Code"), the Board of Supervisors is authorized to levy an annual water charge (the "Charge") and to have such Charge collected on the tax roll in the same manner, by the same persons, and at the same time as, together with and not separately from, the general taxes of the County.

**Whereas**, the Board of Supervisors has caused a written report (the "Written Report") to be prepared and filed with the Clerk of the Board. The Written Report contains a description of each parcel of real property within the County to which the Charge is applicable (the "Identified Parcels") and the amount of the Charge for each such Identified Parcel for Fiscal Year 2018-19, in conformity with Ordinance No. 4024, as amended.

**Whereas**, following notice duly given in accordance with law, the Board of Supervisors has held a full and fair public hearing regarding the Written Report and the levy and collection of the Charge for Fiscal Year 2018-19 and heard and considered all objections and protests thereto.

**Whereas**, no majority protest against the Written Report exists, as determined in accordance with Section 5473.2 of the Code.

**Now, Therefore, Be It Resolved** the Board of Supervisors hereby overrules all protests and objections to the Written Report and approves the Written Report as filed.

**Be It Further Resolved** the Board of Supervisors hereby levies the Charge for Fiscal Year 2018-19 in the amount set forth in the Written Report.

**Be It Further Resolved** the adoption of this resolution constitutes the levy of the Charge against the Identified Parcels for the Fiscal Year commencing July 1, 2018 and ending June 30, 2019.

**Be It Further Resolved** the Charge shall be collected for Fiscal Year 2018-19 on the County of Sonoma tax roll in the same manner, by the same persons, and at the same time as, together with and not separately from, the general taxes of the County.

Resolution #

Date:

Page 2

**Be It Further Resolved** the Clerk of the Board is hereby authorized and directed to file the Written Report with the County Auditor-Controller-Tax Collector-Treasurer with a statement endorsed on said Written Report over the Clerk's signature that the Written Report has been approved and finally adopted by the Board of Supervisors. Upon receipt of the Written Report from the Clerk, the County Auditor-Controller-Tax Collector-Treasurer shall enter the amount of the Charge against the Identified Parcels as they appear on the current assessment roll.

**Be It Further Resolved** the Clerk of the Board is hereby further authorized and directed to file with the County Auditor-Controller-Tax Collector-Treasurer of the County of Sonoma a copy of the Written Report, with a statement endorsed thereon over the Clerk's signature that the Written Report has been approved and finally adopted by the Board of Supervisors, with a certified copy of this Resolution.

**Be It Further Resolved** this Resolution shall become effective on the date that this Resolution has been adopted by the Board of Supervisors.

PASSED, APPROVED AND ADOPTED THIS ELEVENTH DAY OF SEPTEMBER 2018.

**Supervisors:**

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**

County of SONOMA  
DIRECT CHARGE TAX CODE DETAIL  
From Tax Code: 72700, Thru Tax Code: 72800

ASMT	COUNT	SEC AMT	UNSEC AMT	INACTIVE
<b>N</b>				
<b>72700</b>				
<b>CSA #41-ZN32 S C WATER,SB</b>				
<b>Applies to: APPLICABLE ONLY TO SPECIFIC ASMTS</b>				
100-230-008-000		30.00		
100-230-011-000		30.00		
100-230-013-000		30.00		
100-230-026-000		30.00		
100-230-045-000		30.00		
100-230-050-000		30.00		
101-011-006-000		30.00		
101-011-013-000		30.00		
101-011-023-000		30.00		
101-012-003-000		30.00		
101-013-001-000		30.00		
101-013-016-000		30.00		
101-013-017-000		30.00		
101-013-029-000		30.00		
101-013-031-000		30.00		
101-013-034-000		30.00		
101-013-038-000		30.00		
101-014-004-000		30.00		
101-014-005-000		30.00		
101-014-016-000		30.00		
101-015-002-000		30.00		
101-015-004-000		30.00		
101-015-005-000		30.00		
101-015-023-000		30.00		
101-015-025-000		30.00		
101-015-037-000		30.00		
101-015-038-000		30.00		
101-015-039-000		30.00		
101-015-040-000		30.00		
101-015-041-000		60.00		
101-020-005-000		30.00		
101-020-006-000		30.00		
101-020-048-000		30.00		
<b>TOTAL 72700</b>	<b>33</b>	<b>1,020.00</b>		

County of SONOMA  
DIRECT CHARGE TAX CODE DETAIL  
From Tax Code: 72700, Thru Tax Code: 72800

ASMT	COUNT	SEC AMT	UNSEC AMT	INACTIVE
<b>N</b>				
<b>72800</b>	<b>CSA #41--ZN32 S C WATER</b>			
Applies to: APPLICABLE ONLY TO SPECIFIC ASMTS				
100-230-005-000		440.64		
100-230-006-000		440.64		
100-230-011-000		440.64		
100-230-016-000		440.64		
100-230-025-000		440.64		
100-230-038-000		440.64		
100-230-039-000		440.64		
100-230-049-000		440.64		
100-230-050-000		440.64		
101-011-001-000		440.64		
101-011-002-000		440.64		
101-011-003-000		440.64		
101-011-004-000		440.64		
101-011-014-000		440.64		
101-011-015-000		440.64		
101-011-018-000		440.64		
101-011-019-000		440.64		
101-011-024-000		440.64		
101-011-025-000		440.64		
101-011-026-000		440.64		
101-011-030-000		440.64		
101-011-031-000		440.64		
101-011-037-000		440.64		
101-011-038-000		440.64		
101-011-039-000		440.64		
101-011-040-000		440.64		
101-012-001-000		440.64		
101-012-002-000		440.64		
101-012-004-000		440.64		
101-012-005-000		440.64		
101-012-006-000		440.64		
101-012-007-000		440.64		
101-012-008-000		440.64		
101-012-009-000		440.64		
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101-013-004-000		440.64		
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101-013-007-000		440.64		
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101-013-012-000		440.64		
101-013-014-000		440.64		
101-013-018-000		440.64		
101-013-023-000		440.64		
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101-013-032-000		440.64		
101-013-033-000		440.64		
101-013-034-000		440.64		
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101-013-038-000		440.64		
101-014-001-000		440.64		
101-014-008-000		440.64		
101-014-014-000		440.64		
101-014-015-000		440.64		

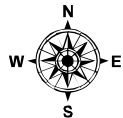
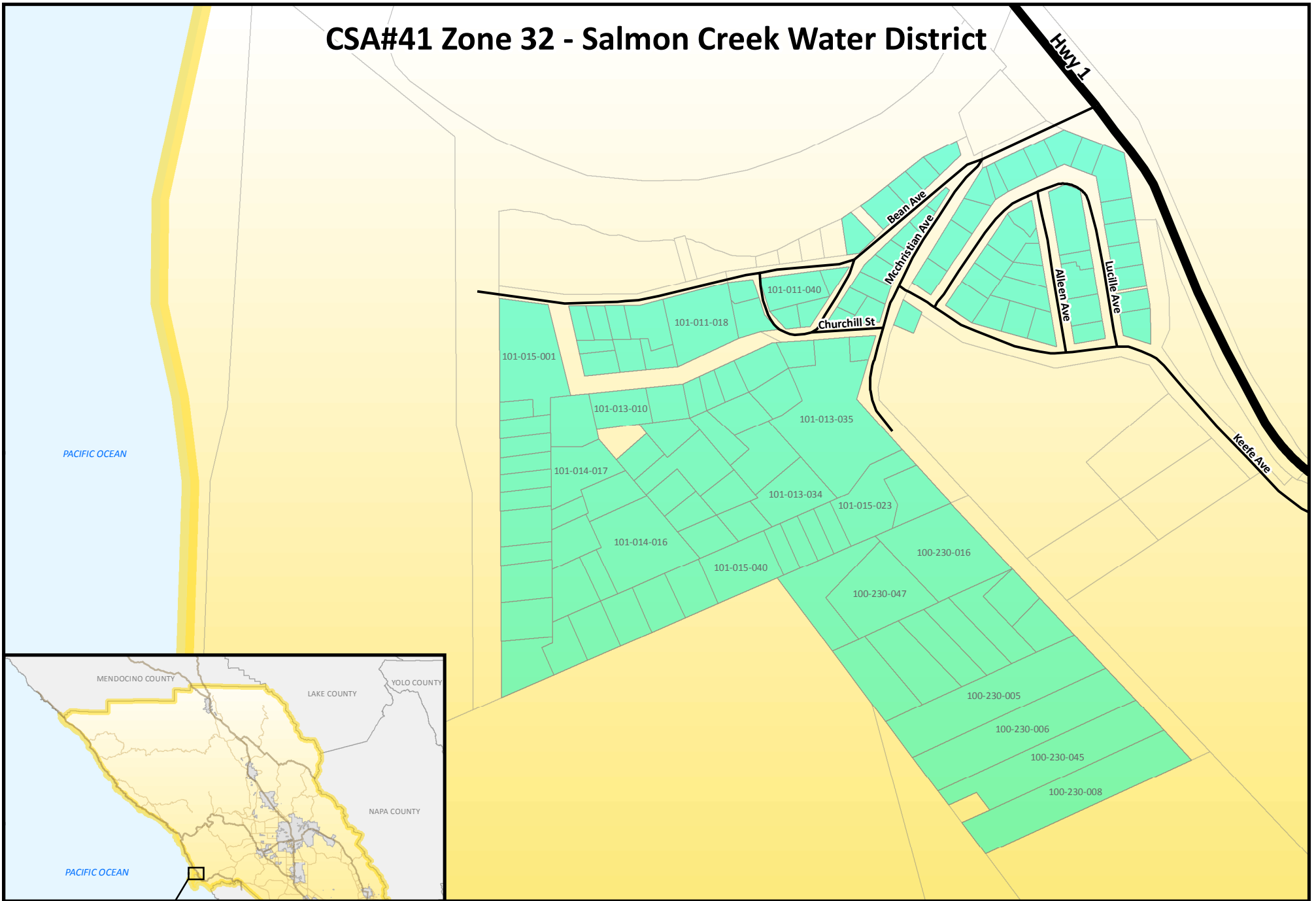
**County of SONOMA**  
**DIRECT CHARGE TAX CODE DETAIL**  
**From Tax Code: 72700, Thru Tax Code: 72800**

ASMT	COUNT	SEC AMT	UNSEC AMT	INACTIVE
<b>N</b>				
<b>72800</b>				
<b>CSA #41--ZN32 S C WATER</b>				
<b>Applies to: APPLICABLE ONLY TO SPECIFIC ASMTS</b>				
101-014-017-000		440.64		
101-015-001-000		440.64		
101-015-003-000		440.64		
101-015-006-000		440.64		
101-015-007-000		440.64		
101-015-008-000		440.64		
101-015-009-000		440.64		
101-015-019-000		440.64		
101-015-022-000		440.64		
101-015-024-000		440.64		
101-015-027-000		440.64		
101-015-032-000		440.64		
101-015-033-000		440.64		
101-015-036-000		440.64		
101-015-040-000		440.64		
101-020-001-000		440.64		
101-020-002-000		440.64		
101-020-003-000		440.64		
101-020-004-000		440.64		
101-020-007-000		440.64		
101-020-008-000		440.64		
101-020-009-000		440.64		
101-020-013-000		440.64		
101-020-014-000		440.64		
101-020-015-000		440.64		
101-020-016-000		440.64		
101-020-018-000		440.64		
101-020-019-000		440.64		
101-020-020-000		440.64		
101-020-021-000		440.64		
101-020-022-000		440.64		
101-020-023-000		440.64		
101-020-024-000		440.64		
101-020-025-000		440.64		
101-020-026-000		440.64		
101-020-027-000		440.64		
101-020-028-000		440.64		
101-020-029-000		440.64		
101-020-030-000		440.64		
101-020-031-000		440.64		
101-020-032-000		440.64		
101-020-033-000		440.64		
101-020-034-000		440.64		
101-020-039-000		440.64		
101-020-047-000		440.64		
101-020-048-000		440.64		
<b>TOTAL 72800</b>	<b>100</b>	<b>44,064.00</b>		

**County of SONOMA**  
**DIRECT CHARGE TAX CODE DETAIL**  
**From Tax Code: 72700, Thru Tax Code: 72800**




<b>ASMT</b>	<b>COUNT</b>	<b>SEC AMT</b>	<b>UNSEC AMT</b>	<b>INACTIVE</b>
<b>TOTAL N</b>	133	45,084.00		
<b>TOTAL ALL TAX CODES</b>	133	45,084.00		

# CSA#41 Zone 32 - Salmon Creek Water District



0 250 500 1,000 Feet

This map is for illustrative purposes only, and is not suitable for parcel-specific decision making. Site-specific studies are required to draw parcel-specific conclusions.

-  Assessed Property
-  State Highway
-  County Road





## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 51**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** September 11, 2018

**Vote Requirement:** 4/5

**Department or Agency Name(s):** Transportation and Public Works

**Staff Name and Phone Number:**

Johannes J. Hoevertsz, 707-565-2231

**Supervisorial District(s):**

Fifth

**Title:** Freestone Water System Financing.

### **Recommended Actions:**

That the Board hold a public hearing on the annual written report for County Service Area No. 41 Freestone Water System and adopt the resolution ordering the annual water charge to be collected on the County of Sonoma tax roll for the total amount of \$14,142.60 for Fiscal Year 2018-19.

### **Executive Summary:**

State law and regulations require that an annual public hearing be held by the Board of Supervisors to direct that annual loan repayments be collected on the County of Sonoma tax roll. Staff is recommending that the Board approve the attached resolution ordering that the annual repayment charge for one loan used for water system improvements be collected on the County of Sonoma tax roll for the total amount of \$14,142.60 for Fiscal Year 2018-19. There is no change in annual charges from prior years.

### **Discussion:**

On September 13, 2016, the Board of Supervisors executed the 10-year agreement from the Small Water Systems Grant Program to cover the costs of acquiring and installing a replacement filter treatment system within the existing building to provide drinking water to the Freestone Water District. A loan was secured under the terms of the Agreement between the County of Sonoma and the Sonoma County Water Agency that established the Small Water Systems Grant Program in order to assist small water districts that have documented deficiencies in State drinking water standards. The annual charge for repayment of this loan is \$523.80 per equivalent single family dwelling unit. The final payment for this loan will be made in Fiscal Year 2027-28.

The Small Water Systems Loan Assistance Fund Loan Committee, consisting of representatives from Transportation and Public Works, Auditor-Controller-Treasurer-Tax Collector and the County Administrator's Office, recommended approval of the loan request from the Small Water Systems Loan

Assistance Fund (“Loan Fund”) in the amount of \$125,900 to the Freestone Water District to (1) replace the failed treatment system and install a new treatment system in the water treatment facility; (2) pay the remaining balance of \$43,159.53 for the \$75,000 loan from the Loan Fund, for the replacement of the water tank lid, approved by the Board during Fiscal Year 2011-12; and (3) reimburse the Loan Fund \$62,741 for FY 2015-16 expenditures associated with the failure of the existing water treatment facility, including hauling water from outside sources to ensure that sufficient potable water was available for human consumption, sanitation and fire protection.

The total annual charge to be collected on each parcel is detailed in the “Attachment 2”. Annual charges were included in the Fiscal Year 2018-19 adopted budget for the Freestone Water District debt service funds.

Notice of a Public Hearing was published on August 27, 2018, once a week for two consecutive weeks in a newspaper of general circulation whose distribution includes the Freestone Water District.

**Prior Board Actions:**

9/12/17: Board adopted Resolution 17-0332 ordering the annual water charge to be collected on the County of Sonoma tax roll for the amount of \$14,142.60 during Fiscal Year 2017-18.

9/13/16: Board executed the loan agreement funded by the Small Water Systems Loan Assistance Fund in the amount of \$125,900 for the Freestone Water District to (1) fund maintenance and capital improvements required to continue to provide water service to its residents in a manner that complies with safe drinking water laws, (2) repay the balance of the prior \$75,000 loan from the Small Water Systems Loan Assistance Fund for the water tank lid replacement, and (3) repay the Loan Fund for FY 2015-16 expenditures associated with the failure of the water treatment facility.

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

Annual charge levy for system wide improvements made to the water treatment plant providing service to the County Service Area #41 Freestone Zone of Benefit to meet the State of California safe drinking water standards.

<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 18-19 Adopted</b>	<b>FY 19-20 Projected</b>	<b>FY 20-21 Projected</b>
Budgeted Expenses	14,143	14,143	14,143
Additional Appropriation Requested	0		
<b>Total Expenditures</b>	<b>14,143</b>	<b>14,143</b>	<b>14,143</b>
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal			
Fees/Other	14,143	14,143	14,143
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>	<b>14,143</b>	<b>14,143</b>	<b>14,143</b>
<b>Narrative Explanation of Fiscal Impacts:</b>			
<p>The annual repayment charge for the Small Water Systems Loan Assistance Fund loan used for water system improvements will be collected on the County of Sonoma tax roll for the total amount of \$14,142.60 for FY 2018-19. Appropriations for the revenue and corresponding expenditures were included in the FY 2018-19 adopted budget, and there are no impacts to the General Fund.</p>			
<b>Staffing Impacts</b>			
<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A – I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
<ol style="list-style-type: none"> <li>1. Charge Levy Resolution.</li> <li>2. County Service Area #41 Freestone Zone of Benefit Charge Levy User Inventory (“Written Report”).</li> <li>3. Map of the Freestone Zone of Benefit.</li> </ol>			
<b>Related Items “On File” with the Clerk of the Board:</b>			



# County of Sonoma

## State of California

Date: September 11, 2018

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

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Levying An Annual Water Charge For Fiscal Year 2018-19 Pursuant to County Service Area No. 41 Freestone Zone of Benefit (Formerly Known As County Service Area No. 33) And Ordering The Annual Water Charge To Be Collected On The County Of Sonoma Tax Roll.**

**Whereas**, pursuant to the provisions of Ordinance No. 4025, as amended, and Article 4 of Chapter 5 of Part 3 of Division 5 of the California Health and Safety Code, commencing with Section 5470 (the "Code"), the Board of Supervisors is authorized to levy an annual water charge (the "Charge") and to have such Charge collected on the tax roll in the same manner, by the same persons, and at the same time as, together with and not separately from, the general taxes of the County.

**Whereas**, the Board of Supervisors has caused a written report (the "Written Report") to be prepared and filed with the Clerk of the Board. The Written Report contains a description of each parcel of real property within the County to which the Charge is applicable (the "Identified Parcels") and the amount of the Charge for each such Identified Parcel for Fiscal Year 2018-19, in conformity with Ordinance No. 4025, as amended.

**Whereas**, following notice duly given in accordance with law, the Board of Supervisors has held a full and fair public hearing regarding the Written Report and the levy and collection of the Charge for Fiscal Year 2018-19 and heard and considered all objections and protests thereto.

**Whereas**, no majority protest against the Written Report exists, as determined in accordance with Section 5473.2 of the Code.

**Now, Therefore, Be It Resolved** the Board of Supervisors hereby overrules all protests and objections to the Written Report and approves the Written Report as filed.

**Be It Further Resolved** the Board of Supervisors hereby levies the Charge for Fiscal Year 2018-19 in the amount set forth in the Written Report.

**Be It Further Resolved** the adoption of this resolution constitutes the levy of the Charge against the Identified Parcels for the Fiscal Year commencing July 1, 2018 and ending June 30, 2019.

**Be It Further Resolved** the Charge shall be collected for Fiscal Year 2018-19 on the County of Sonoma tax roll in the same manner, by the same persons, and at the same time as, together with and not separately from, the general taxes of the County.

Resolution #

Date:

Page 2

**Be It Further Resolved** the Clerk of the Board is hereby authorized and directed to file the Written Report with the County Auditor-Controller-Tax Collector-Treasurer with a statement endorsed on said Written Report over the Clerk's signature that the Written Report has been approved and finally adopted by the Board of Supervisors. Upon receipt of the Written Report from the Clerk, the County Auditor-Controller-Tax Collector-Treasurer shall enter the amount of the Charge against the Identified Parcels as they appear on the current assessment roll.

**Be It Further Resolved** the Clerk of the Board is hereby further authorized and directed to file with the County Auditor-Controller-Tax Collector-Treasurer of the County of Sonoma a copy of the Written Report, with a statement endorsed thereon over the Clerk's signature that the Written Report has been approved and finally adopted by the Board of Supervisors, with a certified copy of this Resolution.

**Be It Further Resolved** this Resolution shall become effective on the date that this Resolution has been adopted by the Board of Supervisors.

PASSED, APPROVED AND ADOPTED THIS ELEVENTH DAY OF SEPTEMBER 2018.

**Supervisors:**

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**

County of SONOMA  
DIRECT CHARGE TAX CODE DETAIL  
From Tax Code: 72910, Thru Tax Code: 72910

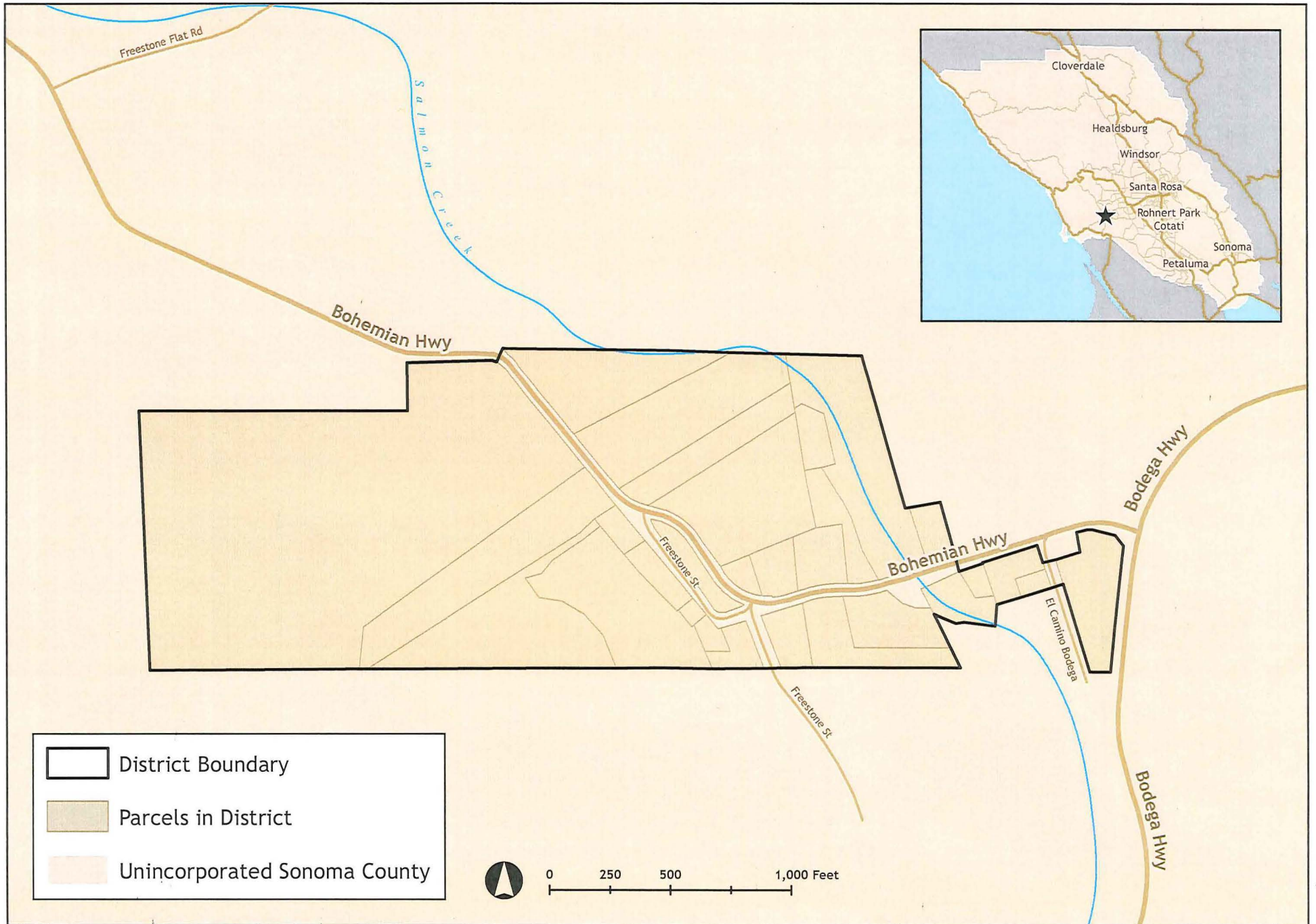
ASMT	COUNT	SEC AMT	UNSEC AMT	INACTIVE
<b>N</b>				
<b>72910</b>				
<b>FREESTONE IMPROVE LOAN</b>				
<b>Applies to: APPLICABLE ONLY TO SPECIFIC ASMTS</b>				
073-080-071-000		523.80		
073-100-066-000		523.80		
073-110-002-000		523.80		
073-110-021-000		523.80		
073-110-032-000		523.80		
073-110-033-000		523.80		
073-120-001-000		523.80		
073-120-002-000		523.80		
073-120-003-000		523.80		
073-120-015-000		523.80		
073-120-021-000		523.80		
073-120-022-000		523.80		
073-120-029-000		523.80		
073-120-030-000		523.80		
073-120-032-000		523.80		
073-120-033-000		523.80		
073-130-004-000		523.80		
073-130-025-000		523.80		
073-130-034-000		523.80		
073-130-035-000		523.80		
073-130-037-000		523.80		
073-130-041-000		523.80		
073-130-072-000		523.80		
073-130-073-000		523.80		
073-130-074-000		523.80		
073-130-075-000		523.80		
073-130-076-000		523.80		
<b>TOTAL 72910</b>	<b>27</b>	<b>14,142.60</b>		

**County of SONOMA**  
**DIRECT CHARGE TAX CODE DETAIL**  
**From Tax Code: 72910, Thru Tax Code: 72910**

<b>ASMT</b>	<b>COUNT</b>	<b>SEC AMT</b>	<b>UNSEC AMT</b>	<b>INACTIVE</b>
<b>TOTAL N</b>	27	14,142.60		
<b>TOTAL ALL TAX CODES</b>	27	14,142.60		

# Freestone Water District (CSA #41 Zone 33)

May, 2014







## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 52**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** September 11, 2018

**Vote Requirement:** Majority

**Department or Agency Name(s):** Board of Supervisors

**Staff Name and Phone Number:**

Supervisor Zane, 565-2241

**Supervisorial District(s):**

Second, Third, and Fifth

**Title:** Fee Waiver

### Recommended Actions:

Approve a fee waiver in the amount of \$10,275 by Redwood Empire Food Bank for use of the Sebastopol Center for the Arts, the Guerneville Veterans Building, the Santa Rosa Veterans Memorial Building and the Petaluma Veterans Memorial Building.

### Executive Summary:

This item requests a fee waiver of \$10,275

Sebastopol Center for the Arts Rental Fee \$1,800

Guerneville Veterans Memorial Building Rental Fee \$1,800

Santa Rosa Veterans Memorial Building Rental Fee - \$4,695

Petaluma Veterans Memorial Building Rental Fee \$1,980

Redwood Empire Food Bank requests a fee waiver for the use the Sebastopol Center for the Arts, the Guerneville Veterans Building, the Santa Rosa Veterans Memorial Building and the Petaluma 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

<b>Fiscal Summary</b>			
<b>Expenditures</b>	<b>FY 17-18 Adopted</b>	<b>FY 18-19 Projected</b>	<b>FY 19-20 Projected</b>
Budgeted Expenses	10,275		
Additional Appropriation Requested			
<b>Total Expenditures</b>	<b>10,275</b>		
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies	10,275		
<b>Total Sources</b>	<b>10,275</b>		
<b>Narrative Explanation of Fiscal Impacts:</b>			
<b>Staffing Impacts</b>			
<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A – I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
N/A			
<b>Attachments:</b>			
Fee Waiver Application			
<b>Related Items "On File" with the Clerk of the Board:</b>			



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.

District	Venue/Type of Fee	Amount of Fee/Sponsorship
Dist. 5	Sebastopol Center for the Arts Rental Fee	\$1,800.00
Dist. 5	Guerneville Vet's Building Rental Fee	\$1,800.00
Dist. 3	Santa Rosa Vet's Building Rental Fee	\$4,695.00
Dist. 2	Petaluma Veteran's Building Rental Fee	\$1,980.00

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
/ /		8/22/17 for \$9,430, 3/13/18 for \$4,710	\$14,140.00
/ /		2012-13	\$8,432.00
/ /		2011-12	\$8,490.00
/ /		2010-11	\$6,186.00
		2009-10	\$5,157.00

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.

awsonfadellu  
Authorized Signature

Director of Programs  
Title

8/20/18  
Date



County of Sonoma  
Permit & Resource Management Department

**Sonoma County Combined Planning Commission  
And Board of Zoning Adjustments**

**ACTIONS**

Permit Sonoma  
2550 Ventura Avenue, Santa Rosa, CA 95403  
(707) 565-1900 FAX (707) 565-1103

Date: August 16, 2018  
Meeting No.: 18-07

**ROLL CALL**

Dick Fogg  
Larry Reed  
Paula Cook  
Cameron Mauritson  
Pamela Davis, Chair

**STAFF MEMBERS**

Jennifer Barrett  
Yolanda Solano  
Kathleen Franklin  
Trisha Stevens  
Robert Pennington  
Arielle Kohn, Secretary  
Verne Ball, Deputy County Counsel  
Leslie A. Thomsen, Deputy County Counsel

**Minutes approved:** Planning Commission – April 12, 2018

**PLANNING COMMISSION REGULAR CALENDAR**

Item No.: 1  
Time: 1:05 pm  
File: SPA17-0002  
Applicant: Sonoma County Regional Parks  
Owner: Sonoma County  
Cont. from: September 28, 2017  
Staff: Yolanda Solano  
Env. Doc: Environmental Impact Report  
Proposal: Sonoma County Regional Parks requests the adoption of the Tolay Lake Regional Park Master Plan and certification of the associated Environmental Impact Report. Regional Parks also requests amendments to the General Plan land use designation of the eight (8) park parcels from LEA (Land Extensive Agriculture) and LIA (Land Intensive Agriculture) to PQP (Public Quasi Public), with associated changes to zoning. In addition, the General Plan Open Space maps (Figures OSRC 5h and 5i) will be amended to reflect the "Existing Park."  
Location: 5869 Cannon Lane, Petaluma  
APNS: 068-060-057, -058; 068-070-004, -005; 068-080-001; -007;  
068-090-022, -024

District: 1 & 2  
Zoning: LEA (Land Extensive Agriculture) 100 acre density  
LEA (Land Extensive Agriculture) 60 acre density  
LIA (Land Intensive Agriculture) 60 acre density  
RC (Riparian Corridor) 50/50  
SR (Scenic Resource) - Scenic Landscape Unit  
G (Geologic Hazard Zone)  
VOH (Valley Oak Habitat)

Action: **Commissioner Fogg** motioned to approve a resolution recommending that the Board of Supervisors certify the EIR and approve the project as recommended by staff. Seconded by **Commissioner Reed** and passed with a 5-0-0 vote.

Appeal Deadline: N/A  
Resolution No.: 18-013

**Vote:**

Commissioner Fogg	Aye
Commissioner Reed	Aye
Commissioner Cook	Aye
Commissioner Mauritson	Aye
Commissioner Davis	Aye

Ayes: 5  
Noes: 0  
Absent: 0  
Abstain: 0

*Adjourn Planning Commission and Convene Board of Zoning Adjustments*

## **BOARD OF ZONING ADJUSTMENTS REGULAR CALENDAR**

Item No.: 2  
Time: 1:30 pm  
File: PLP16-0024  
Applicant: LandPlan Company  
Owner: New Komiza LLC  
Cont. from: N/A  
Staff: Kathleen Franklin  
Env. Doc: Mitigated Negative Declaration  
Proposal: Use Permit and Design Review for the construction of a 40,000-square foot wine processing facility that will house up to three production areas capable of producing 150,000 cases annually, required parking and landscaping to be built on two parcels measuring 1.61 acres and 2.2 acres, to be merged into a single lot of 3.81 acres.  
Location: 1670 & 1690 Carneros Meadows Lane, Sonoma  
APN: 128-680-012  
District: 1  
Zoning: MP (Industrial Park), VOH (Valley Oak Habitat)

Action: **Commissioner Fogg** motioned to approve as recommended with modified conditions. Seconded by **Commissioner Cook** and passed with a 5-0-0 vote.

Appeal Deadline: 10 Days  
Resolution No.: 18-012

**Vote:**

Commissioner Fogg	Aye
-------------------	-----

Sonoma County Combined Planning Commission and Board of Zoning Adjustments Actions

Date: August 16, 2018

Page 3

Commissioner Reed           Aye  
Commissioner Cook           Aye  
Commissioner Mauritson       Aye  
Commissioner Davis           Aye

Ayes:           5  
Noes:           0  
Absent:          0  
Abstain:         0

Item No.:    3  
Time:        2:00 pm  
File:         UPE17-0005  
Applicant:   Tammy Martin, Steve Martin Associates  
Owner:       Grist Vineyards, LLC.  
Cont. from:  N/A  
Staff:        Trisha Stevens  
Env. Doc:    Mitigated Negative Declaration (MND)  
Proposal:     Request for a Use Permit for a 12,000-case winery with 12,000 square feet of winery related buildings on an approximately 107.1 acre parcel under a Land Conservation (Williamson Act) Contract and located in a Scenic Landscape Unit.  
  
Location:    6309 Dry Creek Road, Healdsburg  
APN:         090-040-029  
District:     4  
Zoning:      Land Intensive Agriculture 40 Acre Density (LIA B6 40), Riparian Corridor (RC 50/50), and Scenic Resource (SR).

Action:      **Commissioner Mauritson** motioned to approve as recommended by staff with modified conditions. Seconded by **Commissioner Cook** and passed with a 5-0-0 vote.

Appeal Deadline: 10 Days

Resolution No.: 18-013

**Vote:**

Commissioner Fogg           Aye  
Commissioner Reed           Aye  
Commissioner Cook           Aye  
Commissioner Mauritson       Aye  
Commissioner Davis           Aye

Ayes:           5  
Noes:           0  
Absent:          0  
Abstain:         0



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: August 30, 2018  
Meeting No.: 18-10

**ROLL CALL**

Greg Carr  
Todd Tamura  
Komron Shahhosseini  
Ariel Kelley  
Pamela Davis, Chair

**STAFF MEMBERS**

Jennifer Barrett  
Jane Riley  
Arielle Kohn, Secretary  
Leslie A. Thomsen, Deputy County Counsel

**PLANNING COMMISSION REGULAR CALENDAR**

Item No.: 1  
Time: 1:05 pm  
File: PLP16-0011  
Applicant: County of Sonoma  
Cont. from: July 12, 2018  
Staff: Amy Lyle  
Env. Doc: Exempt from the California Environmental Quality Act pursuant to Cal. Code Regulations, title 14, §§ 15301 (existing facilities), 15305 (minor alterations in land use limitations) and 15061(b)(3) (exempting activities where it can be seen with certainty that there is no possibility that the activity may have an adverse effect on the environment).  
Proposal: Amend the zoning code to allow hosted rentals, agricultural farmstays and marketing accommodations in the three agricultural zones (LIA, LEA, and DA). Do not amend the General Plan to allow vacation rentals, but allow existing permitted vacation rentals to be recognized and run with the land with a minor use permit.  
Location: Countywide  
APNs: Various  
District: ALL  
Zoning: LIA, LEA and DA  
Action: This item has been continued to September 6, 2018 at or after 1:05 pm.

Item No.: 2  
Time: 1:05 pm  
File: ORD18-0006  
Applicant: County of Sonoma



Sonoma County Planning Commission Actions

Date: August 30, 2018

Page 2

Cont. from: N/A  
Staff: Jane Riley  
Env. Doc: Negative Declaration  
Proposal: Revisions to the Sonoma County Code to expand opportunities for housing by adopting allowances for new housing types, simplifying development standards, and better preserving existing rental housing and mobile home parks.  
Location: Countywide, excluding coastal zone  
APNS: Various  
District: ALL  
Zoning: Multiple urban zoning designations

Action: Commissioner Tamura motioned to recommend approval of the housing package with minor modifications. Seconded by Commissioner Shahhosseini and passed with a 5-0-0 vote. Commissioner Tamura motioned to approve cottage housing standards with minor modifications. Seconded by Commissioner Shahhosseini and passed with a 3-2-0 vote.

Appeal Deadline: N/A  
Resolution No.: 18-014

**1<sup>st</sup> Vote:**

Commissioner Carr	Aye
Commissioner Tamura	Aye
Commissioner Shahhosseini	Aye
Commissioner Kelley	Aye
Commissioner Davis	Aye

Ayes: 5  
Noes: 0  
Absent: 0  
Abstain: 0

**2<sup>nd</sup> Vote:**

Commissioner Carr	No
Commissioner Tamura	Aye
Commissioner Shahhosseini	Aye
Commissioner Kelley	Aye
Commissioner Davis	No

Ayes: 3  
Noes: 2  
Absent: 0  
Abstain: 0

Item No.: 3  
Time: 1:35 pm  
File: ORD18-0007  
Applicant: Permit Sonoma  
Owner: Various  
Cont. from: N/A  
Staff: Jane Riley  
Env. Doc: Exempt under CEQA Guidelines Section 15061(b)(3), (General Exemption)  
Proposal: Add a new Section to Chapter 40 (Sonoma Complex Fire Disaster Recovery) of the Sonoma County Code to prohibit the establishment or operation of new vacation rentals within the burn area of the October 2017 Sonoma Complex Fire.  
Location: 5,138 parcels within the October 2017 Sonoma Complex Fire burn area  
APNS: Multiple  
District: District 1 and 4  
Zoning: Various

Sonoma County Planning Commission Actions

Date: August 30, 2018

Page 3

Action: Commissioner Carr motioned to approve the item as recommended by staff. Seconded by Commissioner Tamura and passed with a 4-0-1 vote.

Appeal Deadline: N/A

Resolution No.: 18-015

**Vote:**

Commissioner Carr	Aye
Commissioner Tamura	Aye
Commissioner Shahhosseini	Recused
Commissioner Kelley	Aye
Commissioner Davis	Aye

Ayes: 4

Noes: 0

Absent: 1

Abstain: 0