

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

TUESDAY

DECEMBER 10, 2013

8:30 A.M.

(The regular afternoon session commences at 2:00 p.m.)

| | | | |
|----------------|-----------------|----------------------|----------------------|
| Susan Gorin | First District | Veronica A. Ferguson | County Administrator |
| David Rabbitt | Second District | Bruce Goldstein | County Counsel |
| Shirlee Zane | Third District | | |
| Mike McGuire | Fourth District | | |
| Efren Carrillo | 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 Board of Directors of the Northern Sonoma County Air Pollution Control 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, as soon as possible to ensure arrangements for accommodation.

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Santa Rosa CityBus: Rt. 14

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APPROVAL OF THE CONSENT CALENDAR

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

PUBLIC COMMENT

Any member of the audience desiring to address the Board on a matter on the agenda: Please walk to the podium and after receiving recognition from the Chair, please state your name and make your comments. In order that all interested parties have an opportunity to speak, please be brief and limit your comments to the subject under discussion. Each person is usually granted 3 minutes to speak; time limitations are at the discretion of the Chair.

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. BOARD MEMBER ANNOUNCEMENTS

III. CONSENT CALENDAR

(Items 1 through 48)

PRESENTATIONS/GOLD RESOLUTIONS

(Items 1 through 3)

PRESENTATIONS AT BOARD MEETING

1. Presentation of Golden Noodle Award to Art Ibleto, The Pasta King, for his contributions to the Paws and Pasta fundraiser event where he helped raise \$100,000 for Sonoma County's neediest animals. (Fourth District)

PRESENTATIONS AT DIFFERENT DATE

2. Adopt a Gold Resolution honoring Al Alys for his dedication and insightful guidance for over 35 years as an appointed Retirement Board Trustee of the Sonoma County Employees' Retirement Association (SCERA) greatly benefiting the members of SCERA and residents of the County of Sonoma. (Countywide)
3. Adopt a Gold Resolution commending Gary Bei, Retirement Administrator, for his years of service to the Sonoma County Employees' Retirement Association (SCERA).

AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT

(Directors: Gorin, Rabbitt, Zane, McGuire, Carrillo)

4. Adopt a Resolution making certain findings and approving the quitclaim of certain Open Space Easement interests to the County of Sonoma for \$4,887 in connection with the Adobe Road Signal at East Washington St. Project, Petaluma, CA, and authorizing the President of the Board of Directors to execute the related deed and right of way contract (A.P.N 136-070-043). (4/5 vote required) (Second District)

COMMUNITY DEVELOPMENT COMMISSION

(Commissioners: Gorin, Rabbitt, Zane, McGuire, Carrillo)

AND

PERMIT AND RESOURCE MANAGEMENT

5. Approve and authorize the Chairman of the Board of Supervisors and the Executive Director of the Sonoma County Community Development Commission to execute the Letter of Intent regarding the separation of the Sea Ranch Apartments from the Sea Ranch Association. (Fifth District)

CONSENT CALENDAR (Continued)

RUSSIAN RIVER COUNTY SANITATION DISTRICT

(Directors: Gorin, Rabbitt, Zane, McGuire, Carrillo)

6. Authorize the Chair to execute an agreement with Larry Walker Associates, Inc., to provide regulatory and permitting assistance for the amount of \$250,000; agreement terminates on December 31, 2018. (Fifth District)

SONOMA COUNTY WATER AGENCY

(Directors: Gorin, Rabbitt, Zane, McGuire, Carrillo)

7. Authorize the Chair to execute the first amended agreement with Sonoma State University for the Watershed Academics for Sustainability Collaborative (WATERS) increasing the agreement amount by \$204,318, expanding the scope of work to include greater collaboration opportunity across additional educational disciplines, a web-based reporting approach, and extending the agreement term by three years, for a new not-to-exceed agreement total of \$252,475, and end date of December 31, 2016.
8. Authorize the General Manager of the Water Agency to execute two agreements with West Coast Watershed Inc., to provide consulting services for the North Coast Resource Partnership, one agreement for \$181,346, to be fully reimbursed by the State, resulting in no cost to the Water Agency, and a second agreement for \$328,620, funded by the Water Agency; both agreements terminate on June 30, 2015.
9. Adopt a Resolution determining that the construction, operation, and maintenance of the Westside Facility Project and relocation of the water education program will not have a significant adverse effect on the environment, approving the Initial Study and Negative Declaration of Environmental Impact, and authorizing the filing of a Notice of Determination. (Fourth and Fifth Districts)

SONOMA COUNTY WATER AGENCY

(Directors: Gorin, Rabbitt, Zane, McGuire, Carrillo)

**AND
COUNTY COUNSEL**

10. Authorize the General Manager to execute Legal Services Agreement with Water and Power Law Group (with approved subcontractor Bluewater Strategies) for legal and consulting services to develop strategies to resolve conflicts among regional water supply and fisheries interests (for a total contract amount of \$310,000, agreement terminates June 30, 2016). (4/5 vote required)

CONSENT CALENDAR (Continued)

SONOMA COUNTY WATER AGENCY

(Directors: Gorin, Rabbitt, Zane, McGuire, Carrillo)

AND

SONOMA VALLEY COUNTY SANITATION DISTRICT

(Directors: Gorin, Rabbitt, K. Brown)

11. Grant of Property Rights to Sonoma Marin Area Rail Transit District on McDowell Creek and Purchase and Acceptance of Easement for Napa Salt Marsh Pipeline Project –
- (A) Authorize the Chair to execute a Purchase Agreement, Grant Deed, and License Agreement with the Sonoma Marin Area Rail Transit District for the granting of portions of the Water Agency fee property and a temporary construction easement and to execute such other documents and take such other actions necessary to close transaction.
 - (B) Authorize the General Manager to execute Agreements for Purchase and Sale of Property Rights with the Sonoma Marin Area Rail Transit District for the Napa Salt Marsh Pipeline Project.
 - (C) Authorize General Manager to accept easements and to execute such other documents and take such other actions necessary to close purchase transaction and acquire the easement required for the Sonoma Valley County Sanitation District Napa Salt Marsh Restoration Pipeline Project.
 - (D) Authorize the General Manager to file a Notice of Determination in accordance with the California Environmental Quality Act. (First and Second Districts)

SONOMA COUNTY WATER AGENCY

OCCIDENTAL COUNTY SANITATION DISTRICT

RUSSIAN RIVER COUNTY SANITATION DISTRICT

SOUTH PARK COUNTY SANITATION DISTRICT

(Directors: Gorin, Rabbitt, Zane, McGuire, Carrillo)

AND

SONOMA VALLEY COUNTY SANITATION DISTRICT

(Directors: Gorin, Rabbitt, K. Brown)

12. Authorize the Chair to execute an agreement with Alpha Analytical Laboratories, Inc., to provide laboratory testing and monitoring services for the amount of \$1,200,000; agreement terminates on March 31, 2017.
13. Authorize the Chair to execute agreements to provide inspection, maintenance, and emergency services with: (A) Pacheco Utility Line Builders, Inc, for electrical power lines for the amount of \$240,000; agreement terminates on December 31, 2017, (B) Leete Generators for small generators for the amount of \$75,000; agreement terminates on July 31, 2018, and (C) Peterson for larger generators for the amount of \$90,000; agreement terminates on July 31, 2018.

BOARD OF SUPERVISORS

14. Disbursement of Fiscal Year 2013-14 Second District Advertising Funds – Approve Advertising Program grant awards and authorize the County Administrator to execute a contract with the following entity for advertising and promotions activities for Fiscal Year 2013-14: American Legion Post 28, \$1,000; Cotati Chamber of Commerce, \$1,200; Friends of the Petaluma River, \$1,500; Petaluma Downtown Association, \$1,500; Sonoma County Farm Bureau, \$3,000; and Sonoma County Farm Trails, \$3,000.

CONSENT CALENDAR (Continued)

15. Disbursement of Fiscal Year 2013-14 Third District Advertising Funds – Approve Advertising Program grant awards and authorize the County Administrator to execute contracts with the following entities for advertising and promotions activities for Fiscal Year 2013-14: Actors Theater for Children, \$500; Sonoma County Farm Bureau, \$1,000; Santa Rosa Symphonic Chorus, \$1,000; 6th Street Playhouse, \$1,000; and Sonoma County Children’s Museum, \$2,000.
16. Adopt a Resolution in Support of the Postal Protection Act of 2013.

COUNTY ADMINISTRATOR
AND
AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT
(Directors: Gorin, Rabbitt, Zane, McGuire, Carrillo)

17. Authorize the Chair to execute a Professional Services Agreement with Moss Adams, LLP for management review services for the Agricultural Preservation and Open Space District in an amount not to exceed \$98,642 for a term to expire on December 3, 2014.

COUNTY ADMINISTRATOR

18. Authorize the County Administrator to execute a Personal Services Agreement with Jose Obregon as Director of General Services, from September 10, 2013 through September 10, 2016.
19. Extend the resignation date for Chief Probation Officer, Robert Ochs, from January 3, 2014 to December 12, 2014.
20. Receive status report on fire and emergency medical services associated with the opening of the Federated Indians of the Graton Rancheria Casino and direct staff to develop long-term plan for mitigating Casino impacts on these services. (Second and Third Districts)

ECONOMIC DEVELOPMENT BOARD

21. Adopt a Resolution approving and confirming the Annual Report for 2013 and the 2014 Marketing Plan prepared by the Sonoma County Tourism Board, contingent upon presentation and concurrence in March 2014; and levy of the Annual Assessment for the Sonoma County Tourism Business Improvement Area.
22. Approve and authorize the Chair to execute a Memorandum of Understanding (MOU) with the Sonoma County Tourism Bureau (SCTB) for the Economic Development Board to provide research and report services to the SCTB, for \$51,000, from July 1, 2013 through June 30, 2014.
23. Approve Sonoma County joining the Wine Country Broadband Consortium, direct staff to participate in the Consortium and pursue grant funds for broadband efforts, and adopt a Resolution endorsing Sonoma County’s membership in the proposed Wine Country Broadband Consortium for broadband development.

GENERAL SERVICES

24. Authorize the General Services Director to execute an agreement for personal services with William W. Wilkins in an amount not to exceed \$35,000 for real estate consultant services effective through June 30, 2014.

HEALTH SERVICES

25. Authorize the Director of Health Services to execute a Memorandum of Understanding with the County of Humboldt for the period January 1, 2014 to December 31, 2016 to provide Public Health Laboratory Director Services to the County of Humboldt Public Health Laboratory and to receive revenue in an amount of \$74,328.
26. Authorize the Director of Health Services to execute a grant agreement with Community Foundation Sonoma County to receive revenue to fund operation of the mobile spay/neuter program for the term January 1, 2014 through June 30, 2015 in the amount of \$135,000; and Authorize the Director of Health Services to execute the second amendment to an agreement with Lea Bové to provide veterinary services associated with the mobile spay/neuter program, increasing the contract by \$81,520, resulting in a new total not to exceed amount of \$133,520, and extending the term from December 31, 2013 to June 30, 2015.

HUMAN RESOURCES

27. Adopt a Resolution approving the Memorandum of Understanding (MOU) between the County of Sonoma and the Sonoma County Deputy Sheriffs' Association (DSA) for the period of December 10, 2013 through December 9, 2015.
28. Adopt a Resolution approving the Memorandum of Understanding (MOU) between the County of Sonoma and the Deputy Sheriff's Law Enforcement Management (DSLEM) for the period of December 10, 2013 to December 9, 2015.
29. Adopt a Resolution amending the Department Allocation List for the U.C. Cooperative Extension Department to delete 1.0 Full Time Equivalent (F.T.E.) Public Information Specialist allocation and to add 1.0 F.T.E. Department Analyst allocation, effective December 10, 2013.

HUMAN RESOURCES

AND

AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT
COMMUNITY DEVELOPMENT COMMISSION
NORTHERN SONOMA COUNTY AIR POLLUTION CONTROL DISTRICT
SONOMA COUNTY WATER AGENCY

(Directors/Commissioners: Gorin, Rabbitt, Zane, McGuire, Carrillo)

30. Authorize the Director of Human Resources to execute an agreement with The Segal Company for employee and retiree benefit consulting, actuarial, and brokerage services for the period January 1, 2014, through December 31, 2017, with a maximum agreement amount not to exceed \$ 980,000, and an option for deferred compensation and/or retirement investment analysis and retirement planning services, with a maximum amount not to exceed \$292,000.

CONSENT CALENDAR (Continued)

31. Adopt a Concurrent Resolution approving the Side Letter Agreement between the County and SEIU amending the 2013 - 2015 SEIU MOU, Section 8.21, One-Time Lump-Sum, Non-Recurring and Non-Pensionable Payments, authorizing the deposit of the two \$100 County Health Reimbursement Arrangement (HRA) contributions, to instead be deposited into a Flexible Spending Account (FSA) for eligible active employees not enrolled in a County sponsored medical plan.
32. Adopt a Concurrent Resolution amending Salary Resolution 95-0926, Section 12, Staff Development and direct staff to develop a matching savings program.

HUMAN RESOURCES
AND
SONOMA COUNTY WATER AGENCY
(Directors: Gorin, Rabbitt, Zane, McGuire, Carrillo)

33. Adopt a Concurrent Resolution approving the Memorandum of Understanding (MOU) between the County of Sonoma and the International Union of Operating Engineers, Stationary Engineers, Local No. 39 (Local 39) for the period of September 18, 2012 through June 30, 2016.

INFORMATION SYSTEMS / DISTRICT ATTORNEY / PUBLIC DEFENDER

34. Authorize the Information Systems Department Director to execute a services agreement with Karpel, Inc. to provide legal case management software and implementation services for the District Attorney's and Public Defender's offices effective January 2, 2014 through January 1, 2016, for an amount not to exceed \$771,223 and an additional 5 years annual maintenance effective one year after date of software installation, for an amount not to exceed \$483,336..

PERMIT AND RESOURCE MANAGEMENT

35. Adopt a Resolution authorizing the Chair to certify the Annual Report for Phase I Term 3 Year 4 (2012-2013) for the National Pollutant Discharge Elimination System (N.P.D.E.S.) Discharge Permit No. CA 0025054 for Storm Water Discharges, and directing the submittal of Annual Report package to the North Coast Regional Water Quality Control Board (N.C.R.W.Q.C.B).
36. Adopt a Resolution and Conditions of Approval for a Lot Line Adjustment among four parcels under Williamson Act Contract for the Lands of Kunde et al (Jeff Kunde), 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 (File No. LLA12-0044). (First District)
37. Adopt a Resolution and Conditions of Approval for a Lot Line Adjustment between two parcels under Williamson Act contract owned by The Lands of Sandra D. Donnell located at 4499 Stage Gulch Road, Sonoma; APNs 142-091-011, -008, and 142-052-023 (File No. LLA13-0008). (First District)
38. Adopt a Resolution to rescind an existing Non-Prime (Type II) Williamson Act Contract and authorize the Chair to simultaneously enter into a new Non-Prime Open Space Williamson Act Contract for 40.77 acres requested by Brian Sublett and Lisa Stahr, Trustees; 6811 Gardner Ranch Road, Santa Rosa; 055-010-032 (File No. AGP13-0017). (First District)

CONSENT CALENDAR (Continued)

39. Adopt a Resolution to rescind an existing Non-Prime (Type II) Williamson Act Contract and authorize the Chair to simultaneously enter into a new Open Space Williamson Act Contract for 170.31 acres requested by Sweetwater Springs Ranch LLC; 3000 Sweetwater Springs Road, Forestville; APN 110-200-020 (File No. AGP12-0030). (Fifth District)

PERMIT AND RESOURCE MANAGEMENT
AND
AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT
(Directors: Gorin, Rabbitt, Zane, McGuire, Carrillo)

40. Adopt a Concurrent Resolution authorizing the Permit and Resource Management Department and Sonoma County Agricultural Preservation and Open Space District to submit an application for \$300,000 in funding, to the Local Coastal Program Planning Grant to California Coastal Commission. (First and Fifth Districts)

PROBATION

41. Adopt a Resolution endorsing the contractual relationship between the State, local governmental agencies, non-profit organizations and other private entities and the Sonoma County Probation Department Camp Supervised Adult Crews (SAC) programming in 2014 and 2015, as required by the State; and Authorize the Chief Probation Officer to execute agreements and enter into product orders with the State, local government agencies, and non-profit organizations and other private entities in an amount not to exceed \$100,000 for the Supervised Adult Crews (SAC) Program and \$25,000 for the Probation Camp Program for 2014 and 2015.

RETIREMENT

42. Adopt a Resolution adopting the election results declaring Michael R. Gossman as the Second Trustee position (General) of the Sonoma County Employees' Retirement Association (SCERA) Board.

TRANSPORTATION AND PUBLIC WORKS

43. Approve and authorize Chair to execute Consent to "Assignment of Rights and Obligations Under Commercial Airline Operator Agreement and Lease Form Between Horizon Air Industries, Inc. and Alaska Airlines, Inc." (4/5 vote required) (Fourth District)
44. Approve and authorize the Chair to execute engineering design contract with TRC Engineers, Inc. for the replacement of Geysers Road Bridge over Big Sulphur Creek (C09001) in an amount not to exceed \$611,888 with a term ending December 31, 2016. (Fourth District)
45. Adopt a Resolution authorizing the Chair to execute a Right of Way Contract for a public utility easement being acquired for the Adobe Road Signal at East Washington Street Project on behalf of Pacific Gas and Electric Company, including payment of \$1,000, which includes \$-0- for severance damages; authorizing proration and transfer of taxes on said land; and authorizing refunds, if applicable, pursuant to §5096 of the Revenue and Taxation Code; lands of Buckeye Ranch Family Limited Partnership (APN 136-130-015). (Second District)

APPOINTMENTS/REAPPOINTMENTS

(Items 46 through 48)

46. Accept the Sonoma County Maternal, Child and Adolescent Health (MCAH) Annual Report 2013; and Appoint Janelle Aman, Melanie Dodson, and Rebecca Forth to the Sonoma County Maternal, Child and Adolescent Health Advisory Board for a two-year term beginning on January 1, 2014; and Reappoint Donna Bassett, Gina Cuclis, and Stacey Stirling to the Sonoma County Maternal, Child and Adolescent Health Advisory Board for a two-year term beginning on January 1, 2014. (Health Services)
47. Appoint Babe Whitley to the Sonoma County Community Development Committee as a tenant representative for a two-year term or until a successor is appointed and qualified. (Community Development Commission)
48. Reappoint Trina Hartmann as an alternate member of the Assessment Appeals Board for a term of three years beginning on September 2, 2013 and ending on September 1, 2016 (County-wide)

IV. REGULAR CALENDAR

(Items 49 through 52)

HUMAN SERVICES

49. Approve the Child Care Planning Council of Sonoma County “Advocacy Priority Issues for 2013-2015” and provide direction for the implementation of these Priorities; and Accept an Annual Report from the Child Care Planning Council of Sonoma County on the status of child care planning activities in Sonoma County.

TRANSPORTATION AND PUBLIC WORKS

50. **10:00 A.M.** – Resolution of Necessity, Adobe Road Signal at East Washington Street Project – Conduct a public hearing and determine that the acquisition of real property for the Adobe Road Signal at East Washington Street Project (“Project”) is necessary for public purposes; Adopt a Resolution authorizing acquisition and condemnation of real property necessary for public purposes for the properties identified as lands of Sonoma County Agricultural Preservation and Open Space District (open space easement interest on APN 136-070-043); Vaca (APN 136-070-004); and Gray/Nelson (APN 136-060-056); Authorize and direct County Counsel and the Transportation and Public Works Director to take all steps necessary to obtain said property rights, including exercise of eminent domain, if necessary. (4/5 vote required) (Second District)

COUNTY ADMINISTRATOR

51. Consider amended Sonoma County Library Joint Powers Authority Agreement, including allowing for change in effective date if needed.
52. Approve the Charter and confirm appointments to the Community and Local Law Enforcement Task Force.

V. CLOSED SESSION CALENDAR

(Item 53 through 58)

53. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Existing Litigation – Name of Case: County of Sonoma v. Maria Luis. County Superior Court, SCV 252948 (Govt. Code Section 54956.9(d)(1)).
54. The Board of Directors of the Sonoma County Water Agency will consider the following in closed session: Conference with Legal Counsel – Initiation of Litigation – Name of Case: Filing of petition with State Water Resources Control Board for temporary urgency change in Sonoma County Water Agency’s water rights permits (Govt. Code Section 54956.9(d)(4)).
55. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Existing Litigation – Name of Case: Citizens Against the Roundabout (CAR) v. California Department of Transportation (respondent); County of Sonoma (Real Parties in Interest) (Govt. Code Section 54956.9(d)(1)).
56. The Board of Directors of the Sonoma County Water Agency will consider the following in closed session: Conference with Legal Counsel – Existing Litigation – Name of Case: State of California v. Majauskas, et al., Marin Superior Court Case No. CIV 1303061 (Govt. Code Section 54956.9(d)(1)).
57. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Existing Litigation – Name of Case: County of Sonoma v. Ritter, et al. Sonoma County Superior Court No. SCV-252236 (Govt. Code Section 54956.9(d)(1)).
58. The Board of Supervisors, the Board of Directors of the Sonoma County Water Agency, the Board of Commissioners of the Community Development Commission, and the Board of Directors of the Agricultural Preservation and Open Space District will consider the following in closed session: Conference with Labor Negotiator, Agency Negotiators: Wendy Macy/Carol Allen/ Janae Novotny, Burke & Associates, Carol Stevens, Burke & Associates, and Janet Cory Sommer, Burke & Associates. Employee organization: All. Unrepresented employees: All, including retired employees (Govt. Code Section 54957.6 (b)).

VI. REGULAR AFTERNOON CALENDAR

(Items 59 through 69)

2:00 P.M. - RECONVENE FROM CLOSED SESSION

59. Report on Closed Session.
60. **PUBLIC COMMENT ON MATTERS NOT LISTED ON THE AGENDA**
(Comments are restricted to matters within the Board's jurisdiction. The Board will hear public comments at this time for up to thirty minutes. Please be brief and limit your comments to three minutes. Any additional public comments will be heard at the conclusion of the meeting.)
61. Permit and Resource Management Department: Review and possible action on the following:
- a) Acts and Determinations of Planning Commission/Board of Zoning Adjustments
 - b) Acts and Determinations of Project Review and Advisory Committee
 - c) Acts and Determinations of Design Review Committee
 - d) Acts and Determinations of Landmarks Commission
 - e) Administrative Determinations of the Director of Permit and Resource Management

PERMIT AND RESOURCE MANAGEMENT

UNCONTESTED HEARINGS

62. **2:10 P.M. – PLP12-0018– (FIFTH DISTRICT)**
- a) APPLICANT: Dutton Ranch Family Limited Partnership
 - b) LOCATION: 10655 Mill Station Road and 2760 Sullivan Road, Sebastopol
 - c) ASSESSOR'S PARCEL NO.: 061-030-037 and 061-030-035 and -036
 - d) ENVIRONMENTAL DOCUMENT: Categorical Exemption
 - e) REQUEST: Conduct a public hearing and adopt a Resolution to: (1) Find the project exempt from CEQA; (2) Approve the addition of 19.05 acres to Agricultural Preserve 1-395, for a total preserve size of 302 acres; (3) Approve the requested Land Conservation Contracts (Williamson Act Contracts), and the Land Conservation Plans attached and incorporated into it for the two parcels 10 acres and 24.61 acres in size as a condition of a previously approved Lot Line Adjustment (LLA11-0034) and to ensure the legal descriptions under the contracts coincide with the adjusted boundary lines for the property; and (4) Authorize the Chair to execute the approved Williamson Act Contracts and Land Conservation Plans.
63. **2:10 P.M. – AGP12-0011– (FIFTH DISTRICT)**
- a) APPLICANT: Bernard and Pamela Noonan
 - b) LOCATION: 422 Highway 1, Bodega Bay
 - c) ASSESSOR'S PARCEL NO.: 100-180-063
 - d) ENVIRONMENTAL DOCUMENT: Categorical Exemption
 - e) REQUEST: Conduct a public hearing and adopt a Resolution to: (1) Find the project exempt from CEQA; (2) Approve the addition of 247.61 acres to Agricultural Preserve 2-257, for a total preserve size of 4,167.36 acres. (3) Approve the requested Land Conservation (Williamson Act) Contract, and the Land Conservation Plan attached and incorporated into it, for 247.61 acres; and (4) Authorize the Chair to execute the approved Williamson Act Contract and Land Conservation Plan.

REGULAR AFTERNOON CALENDAR (Continued)

64. **2:10 P.M. – AGP12-0015 – (SECOND DISTRICT)**
a) APPLICANT: Gary S. and Gillian Mahrt
b) LOCATION: 4055 Middle Two Rock Road, Two Rock
c) ASSESSOR'S PARCEL NO.: 022-200-044
d) ENVIRONMENTAL DOCUMENT: Categorical Exemption
e) REQUEST: Conduct a public hearing and adopt a Resolution to: (1) Find the project exempt from CEQA; (2) Enlarge by 55.39 acres Agricultural Preserve 2-252, for a total preserve size of 1,238 acres; (3) Approve the requested Land Conservation Contract (Williamson Act Contract) and the Land Conservation Plan attached and incorporated into the property; and (4) Direct the Chair to execute those documents.
65. **2:10 P.M. – AGP12-0029 – (SECOND DISTRICT)**
a) APPLICANT: Robert N. Foehr and Alfreida G. Foehr
b) LOCATION: 4324 Spring Hill Road, Two Rock
c) ASSESSOR'S PARCEL NO.: 022-230-001
d) ENVIRONMENTAL DOCUMENT: Categorical Exemption
e) REQUEST: Conduct a public hearing and adopt a Resolution to: (1) Find the project exempt from CEQA; (2) Enlarge by 70.61 acres Agricultural Preserve 2-252, for a total preserve size of 1,254 acres; (3) Approve the requested Land Conservation Contract (Williamson Act Contract) and the Land Conservation Plan attached and incorporated into the property; and (4) Direct the Chair to execute those documents.
66. **2:10 P.M. – AGP13-0003 – (FOURTH DISTRICT)**
a) APPLICANT: Mary Louise Bucher and Timothy Bucher
b) LOCATION: 7850 Dry Creek Road, Geyserville
c) ASSESSOR'S PARCEL NO.: 139-130-003
d) ENVIRONMENTAL DOCUMENT: Categorical Exemption
e) REQUEST: Conduct a public hearing and] adopt a Resolution to: (1) Find the project exempt from CEQA; (2) Enlarge by 17.24 acres Agricultural Preserve 1-312, for a total preserve size of 759.24 acres; (3) Approve the requested Land Conservation Contract (Williamson Act Contract), and the Land Conservation Plan attached and incorporated into the property; and (4) Direct the Chair to execute those documents.
67. **2:10 P.M. – AGP13-0004 – (FOURTH DISTRICT)**
a) APPLICANT: Mary Louise Bucher and Timothy Bucher
b) LOCATION: 7700 Dry Creek Road, Geyserville
c) ASSESSOR'S PARCEL NO.: 139-130-024
d) ENVIRONMENTAL DOCUMENT: Categorical Exemption
e) REQUEST: Conduct a public hearing and adopt a Resolution to: (1) Find the project exempt from CEQA; (2) Enlarge by 20 acres Agricultural Preserve 1-312, for a total preserve size of 779.24 acres; (3) Approve the requested Land Conservation Contract (Williamson Act Contract), and the Land Conservation Plan attached and incorporated into the property; and (4) Direct the Chair to execute those documents.

REGULAR AFTERNOON CALENDAR (Continued)

REGULAR HEARINGS

68. **2:10 P.M. – PLP09-0035 – (FIRST DISTRICT)**

- a) APPLICANT: Bodean, Inc.
- b) LOCATION: 4411 Porter Creek Road, Santa Rosa
- c) ASSESSOR'S PARCEL NO.: 120-210-006, -031 and -048
- d) ENVIRONMENTAL DOCUMENT: Environmental Impact Report
- e) REQUEST: Reopen the public hearing and (1) Adopt a Resolution certifying the Final Environmental Impact Report; (2) Adopt an Ordinance rezoning a 33-acre portion of a 99-acre parcel to add the Mineral Resource Combining District; and, (3) Approve a Use Permit and Mining and Reclamation Plan with a production limit of 500,000 cubic yards (750,000 tons) per year for a 20-year period subject to the Mitigation Monitoring Plan and conditions of approval, and adopt a Statement of Overriding Considerations.

69. **ADJOURNMENTS**

NOTE: The next regular meeting will be held on January 7, 2014 at 8:30 a.m.

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

1. January 7th (PM) – PLP13-0006; 100 Wagner Road, Son
2. January 14th (PM) – Republic - Materials Recycling Facility
3. January 28th (PM) – PLP08-0021; 35755 and 36000 Hauser Bridge Road, Cazadero
4. February 4th (PM) – ZCE13-0003; General Plan Amendment/Zone Text and Zoning Database Changes
5. February 4th (PM) – Amendment to the Uniform Rules for Agricultural Preserves
6. February 4th (PM) – PLP11-0042; 6445 Highway 12, Santa Rosa



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: December 10, 2013

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor Mike McGuire, 565-3758

Supervisorial District(s):

Fourth District

Title: Presentation of Golden Noodle Award to Art Ibleto, The Pasta King, for his contributions to the Paws and Pasta fundraiser event where he helped raise \$100,000 for Sonoma County's neediest animals. (Fourth District)

Recommended Actions:

Presentation of Golden Noodle Award to Art Ibleto, The Pasta King, for his contributions to the Paws and Pasta fundraiser event where he helped raise \$100,000 for Sonoma County's neediest animals. (Fourth District)

Executive Summary:

None

Prior Board Actions:

None

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary - FY 13-14

| Expenditures | | Funding Source(s) | |
|---------------------------|-----------|--------------------------|-----------|
| Budgeted Amount | \$ | County General Fund | \$ |
| Add Appropriations Req'd. | \$ | State/Federal | \$ |
| | \$ | Fees/Other | \$ |
| | \$ | Use of Fund Balance | \$ |
| | \$ | Contingencies | \$ |
| | \$ | | \$ |
| Total Expenditure | \$ | Total Sources | \$ |

Narrative Explanation of Fiscal Impacts (If Required):

| |
|--|
| |
|--|

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

None

Attachments:

None

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

| |
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|--|



County of Sonoma
Agenda Item
Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: December 10, 2013

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

David Rabbitt, 565-2241

Supervisorial District(s):

Countywide

Title: Gold Resolution

Recommended Actions:

Approve a Gold Resolution honoring Al Alys for his dedication and insightful guidance for over 35 years as an appointed Retirement Board Trustee of the Sonoma County Employees' Retirement Association (SCERA) greatly benefiting the members of SCERA and residents of the County of Sonoma.

Executive Summary:

None.

Prior Board Actions:

None.

Strategic Plan Alignment Not Applicable

Fiscal Summary - FY 13-14

| Expenditures | | Funding Source(s) | |
|---------------------------|-----------|----------------------|-----------|
| Budgeted Amount | \$ | County General Fund | \$ |
| Add Appropriations Req'd. | \$ | State/Federal | \$ |
| | \$ | Fees/Other | \$ |
| | \$ | Use of Fund Balance | \$ |
| | \$ | Contingencies | \$ |
| | \$ | | \$ |
| Total Expenditure | \$ | Total Sources | \$ |

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



County of Sonoma

State of California

Date: December 10, 2013

Resolution Number: _____

4/5 Vote Required

Resolution of the Board of Supervisors of the County of Sonoma, State of California, Honoring Al Alys for his dedication and insightful guidance for over 35 years as an appointed Retirement Board Trustee of the Sonoma County Employees' Retirement Association (SCERA), greatly benefiting the members of SCERA and residents of the County of Sonoma.

Whereas, Al Alys has served on the SCERA Retirement Board with great wisdom and skill for over three decades; and

Whereas, Al Alys was Investment Committee Chair for the vast majority of his time of service on the Board where he provided sound and experienced investment advice over a variety of economic and financial market cycles during which the trust fund earned over a 9% annualized investment return; and

Whereas, Al Alys provided guidance as the trust fund asset investments expanded from \$35 million invested 100% in bonds to a globally diversified multi-asset class investment portfolio of over \$2.2 billion; and

Whereas, Al Alys provided sound Trustee decision-making significantly benefiting the general administration of SCERA; and

Whereas, Al Alys carried out his fiduciary duties honorably with great respect, intelligence, wit, and dedication, serving as a role model to other Trustees, instrumental to the effective Board governance culture characterizing the SCERA Board; and

Whereas, Al Alys has been an inspiring example of public service with his prior service on the County of Sonoma Open Space District Board, founding role in the establishment of the Petaluma Yacht Club, and longstanding active participation in the Petaluma Kiwanis Club, in addition to over 35 years of Board Trustee service at SCERA.

Now, Therefore, Be It Resolved that the Sonoma County Board of Supervisors extends Al Alys deep appreciation for his many contributions to the members of the Sonoma County Employees' Retirement Association and the people of Sonoma County, and convey best wishes in the future as he completes his long period of continuous service on the Retirement Board.

Resolution #

Date:

Page 2

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma
Agenda Item
Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: December 10, 2013

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Veronica Ferguson 565-2431

Supervisorial District(s):

Countywide

Title: Gold Resolution

Recommended Actions:

Approve a Gold Resolution honoring Gary Bei for his dedicated diligence, prudent stewardship and skillful leadership in his service for the past decade as the Retirement Administrator of the Sonoma County Employees' Retirement Association (SCERA).

Executive Summary:

None.

Prior Board Actions:

None.

Strategic Plan Alignment Not Applicable

Fiscal Summary - FY 13-14

| Expenditures | | Funding Source(s) | |
|---------------------------|-----------|----------------------|-----------|
| Budgeted Amount | \$ | County General Fund | \$ |
| Add Appropriations Req'd. | \$ | State/Federal | \$ |
| | \$ | Fees/Other | \$ |
| | \$ | Use of Fund Balance | \$ |
| | \$ | Contingencies | \$ |
| | \$ | | \$ |
| Total Expenditure | \$ | Total Sources | \$ |

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



County of Sonoma

State of California

Date: December 10, 2013

Resolution Number: _____

4/5 Vote Required

Resolution of the Board of Supervisors of the County of Sonoma, State of California, Honoring Gary Bei for his dedicated diligence, prudent stewardship and skillful leadership in his service for the past decade as the Retirement Administrator of the Sonoma County Employees' Retirement Association (SCERA).

Whereas, Gary Bei has served the SCERA Retirement Board since December 2001, as Assistant Retirement Administrator and then Retirement Administrator, supporting its fiduciary duties to members and beneficiaries of the retirement system; and

Whereas, during that time, Gary Bei provided investment oversight for pension trust fund with assets currently valued at \$2.25 Billion, giving steady guidance to achieve a gross annualized fund return of 7.5% during the last decade, a period that included the Great Recession; and

Whereas, while he was Retirement Administrator, Gary Bei provided leadership for the initiation and implementation of a modernized electronic system of record keeping, benefit calculation, and administration, greatly increasing administrative efficiency and improving delivery of services; and

Whereas, Gary Bei ably represented Sonoma County and the California retirement system community in his service with the California Association of Public Retirement Systems (CALAPRS), serving as a member of the Board of Directors from 2005 through 2011, as President in 2007 and 2008, and as Chair of the CALAPRS General Assembly in 2012; and

Whereas, Gary Bei served as the fiduciary foundation for SCERA's Retirement Board and staff, providing the base to maintain an effective, prudent and honorable governance culture; and

Whereas, Gary Bei discharged his duties throughout his tenure with care, skill, prudence and diligence, to the benefit of the SCERA Retirement Board, the members and beneficiaries of the retirement system, and the citizens of Sonoma County;

Now, Therefore, Be It Resolved that the Sonoma County Board of Supervisors extends to Gary Bei its thankful appreciation for his dedicated service to the employees and retirees of Sonoma County and their beneficiaries and for his prudent management of the Sonoma County Employees' Retirement Association, benefiting them and all of Sonoma County.

Supervisors:

Resolution #

Date:

Page 2

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma Agenda Item Summary Report

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

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

To: Sonoma County Agricultural Preservation and Open Space District Board of Directors

Board Agenda Date: December 10, 2013

Vote Requirement: 4/5

Department or Agency Name(s): Sonoma County Agricultural Preservation and Open Space District

Staff Name and Phone Number:

Stuart Martin, 565-7362

Supervisorial District(s):

2

Title: Quitclaim of a portion of an Open Space Easement to the County of Sonoma for the Adobe Road Signal at East Washington St. Project

Recommended Actions:

Adopt a resolution making certain findings and approving the quitclaim of certain Open Space Easement interests to the County of Sonoma for \$4,887 in connection with the Adobe Road Signal at East Washington St. Project, Petaluma, CA, and authorizing the President of the Board of Directors to execute the related deed and right of way contract (A.P.N 136-070-043).

Executive Summary:

Background

The Berliner/Rosen Open Space Easement (OSE) preserves a 45-acre portion of a 78.33-acre property located at 2415 E. Washington Street on the northwest corner of Adobe Road and East Washington St., just northeast of the Petaluma City limits. This OSE was conveyed to the District as a condition of the development of a religious facility on the property in 1998. The current owner is the Radha Soami Society Beas-America, a non-profit religious organization which operates the Science of the Soul Study Center on the property.

Sonoma County needs to acquire a small portion of the OSE in order to improve the intersection. Specifically, the County seeks to acquire 9,021 square feet in fee; a 9,645 square foot drainage easement; a PG&E public utility easement for overhead transmission lines (3,835 total sq. ft.) and associated pole guy line anchor (29 sq. ft.); and a PG&E public utility easement for a pole guy line anchor (150 sq. ft.) associated with overhead utility distribution lines. These items have been submitted for the Board of Supervisors consideration in separate items on today's agenda.

The Project

The County will be improving the intersection by widening the road shoulders and adding a four-way signal, turn lanes, and bicycle lanes. The Project is necessary to address important public safety concerns which are demonstrated by the accident history at this intersection. A well-known accident in 2005 that killed four teenagers and injured three others is one of the original reasons for implementing the Project, which has since received Federal funding from the High Risk Rural Road program. Such safety concerns are compounded by

current and projected traffic volumes. The intersection is used by many commuters accessing the Petaluma area from other Sonoma County areas. By installing a traffic signal and turn lanes, the Project will relieve traffic congestion and improve safety at the intersection. The Project will also add bicycle lanes to both sides of each of the two roads to help prevent confusion and collisions between bicyclists and motorists. Pedestrian safety will also be improved through the provision of wider paved road shoulders.

The County has designed the Project to minimize the impact on the District's OSE by taking the narrowest frontage strip of land possible to achieve the aforementioned safety objectives. The centerlines of Adobe Road and East Washington Street are clearly established and all associated public improvements have been previously constructed based on these centerlines. Realignment of the road centerlines to avoid impacting the District's OSE would negatively impact traffic signal visibility and vehicle sight-line distances, to the detriment of the public safety objectives of the Project. Such realignment would also impede traffic flow within the Project area, further undermining the goals of the Project.

The Open Space Easement (OSE)

The OSE's purpose is to preserve and conserve the "natural, biotic, scenic, and open space values of importance to the People of Sonoma County..." The OSE generally prohibits commercial and industrial uses of the property, but it allows agricultural uses and buildings, three primary residences, water development, devotional and fellowship activities, recreational, and educational uses. Washington Creek, an intermittent creek, runs under Adobe Road and into the OSE area. The County required that this portion of the Creek be restored as a condition of the development. This portion of the property is protected from any of the development otherwise permitted by the OSE in other areas of the property.

The fee area and easement areas proposed for acquisition by the County are all located next to the existing road rights of way. The proposed fee acquisition area is grassland with mature trees. It also contains a portion of the Washington Creek stream channel, which cuts across the acquisition area to the culvert at Adobe Road. The fee interest of 9,021 square feet is required by the County for the purpose of installing a right-turn lane and bicycle lanes on southbound Adobe Road and extending the Washington Creek box culvert under this area. A 9,645 square foot drainage easement is required in order to accommodate rock rip-rap for erosion control at the end of the extended culvert and for construction access. The District will retain the OSE over and subject to the acquired drainage easement.

To accommodate the new turn lane and other project improvements, the PG&E overhead transmission lines which parallel Adobe Road will need to be relocated. PG&E distribution lines on the opposite side of East Washington St. also need to be relocated. The new power line realignments necessitate the overhead utility easements and anchor easements. The District will retain the OSE over and subject to the acquired PG&E utility line easements.

The most significant ecological impact of the project will be the removal of riparian trees of various sizes within acquisition areas in order to extend the box culvert which runs under Adobe Road. Likely, only one mature tree in the drainage easement will need to be removed. Other significant trees and shrubs removed within this area will be replanted by the County after the project construction is completed. As required project mitigation, the County will plant native trees in the roadside fee acquisition area after construction is completed. The County has many environmental requirements for the entire project, including a restoration and re-vegetation plan, improvements to the box culvert for wildlife movement, and the purchase of 1.82 acres of California red-legged frog mitigation credits from a mitigation bank, although no frogs have been seen in this creek.

District staff have concluded that there is a very limited impact to the OSE's conservation values by the proposed conveyances because of the small size of the acquisition area and its adjacency to the road right of way. The

County's commitment to restore and re-vegetate affected areas also supports this finding.

County Appraisal

Sonoma County obtained an appraisal of the property from John Merget, MAI, dated July 24, 2013. The appraisal values the fee area, the drainage easement and the utility easements separately, in each case valuing the land without respect to any impact to value resulting from the existence of the OSE. The Sales Comparison approach was used to determine the value of the fee and easement acquisitions and the impact on the remainder of the property. The comparable land sales ranged in price from \$20,540 to \$31,601 per acre, unadjusted and net of any contributory value of improvements per established right-of-way appraisal methodology.

The appraisal concluded a fee value of \$29,500 per acre or \$0.68 per square foot. The drainage easement was valued at 50% of fee value. The overhead utility line easement areas were valued at 10% of fee value. One pole anchor easement was valued at 90% of fee value and the other anchor easement was valued at 40% of fee value since it is located in the drainage easement acquisition area. The County appraiser also determined that there were no severance damages to the remainder parcel, and only a nominal \$250 for a cost-to-cure (construction work provided to the owner to mitigate value impacts). Just compensation for trees and landscaping was valued at \$10,729.64.

District Share of Compensation

District staff recommends that the District rely on the County appraisal to determine market value. The small amount of compensation does not justify the extra cost and staff time spent by the District commissioning its own appraisal. The appraisal cost would likely exceed the amount of the compensation.

The OSE does not allocate the fee owner and District's respective shares of the proceeds in the event of a condemnation. However, District staff recommends settling with the County and fee owner for 50% of the unencumbered land value, or \$4,887. This amount represents staff's best estimate of the value of the OSE. The value of an OSE is a function of how it restricts uses of the property. This OSE reserves a number of rights to the fee owner, including the right to develop the property for agricultural uses and to construct three primary residences. The fee owner also retains the right to develop new springs and wells on the property as may be necessary for allowed uses of the property. As a result, this OSE would appraise for less than the District's more restrictive easements. Staff also considered the specific conservation value of the land subject to acquisition. With the exception of the trees that will be impacted by the Project, the specific area needed by the County is of minimal conservation value insofar as it lies adjacent to a busy road. Thus, staff believe that settling for 50% of the County's appraised value is a reasonable outcome under these circumstances.

Fiscal Oversight Commission

On December 5, 2013, the District's Fiscal Oversight Commission approved a resolution finding that \$4,887 is fair market value for the conveyance of the subject interests.

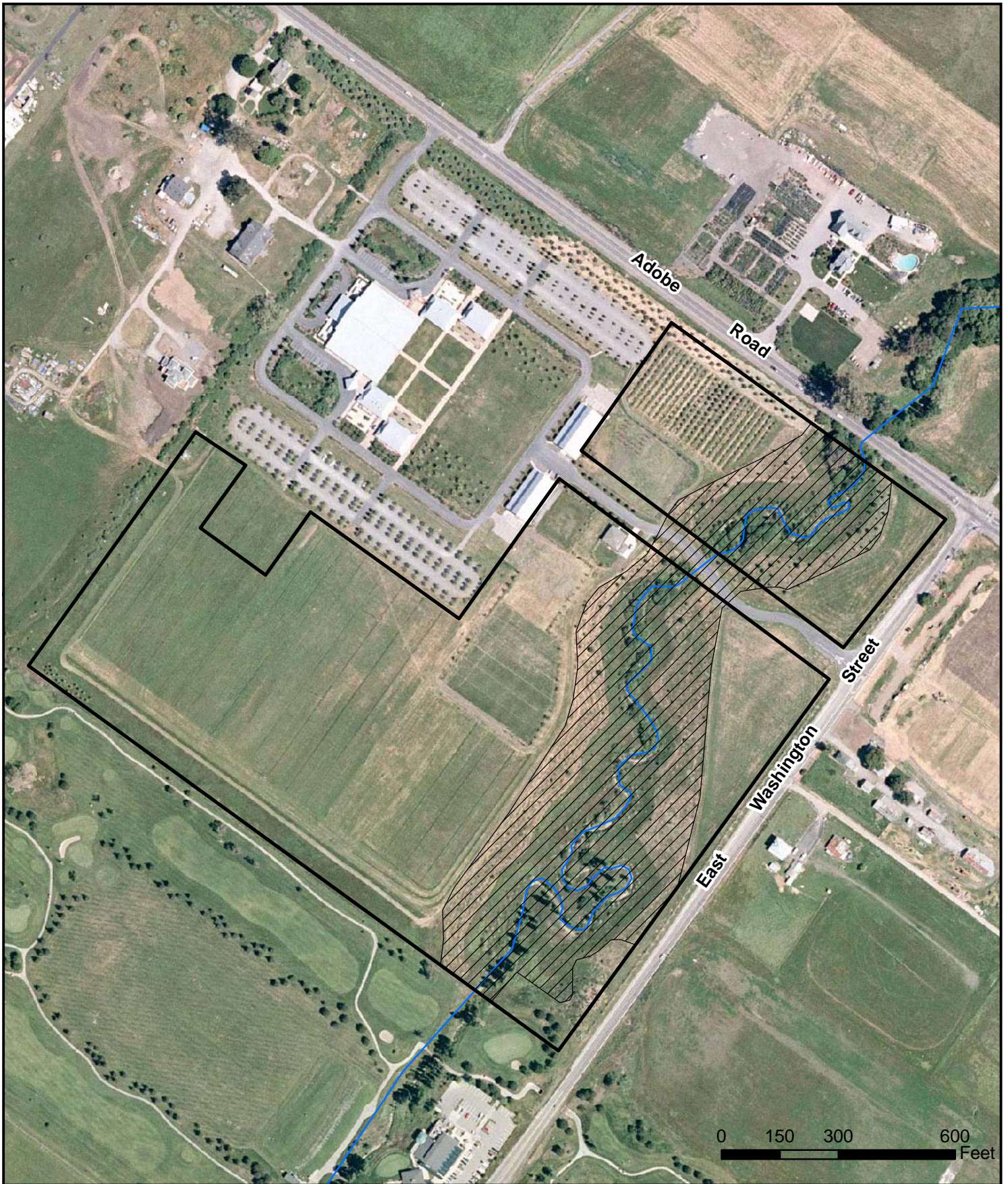
Impact on Open Space Purposes

The County's intended uses of the property are fundamentally inconsistent with the open space purposes for which the District accepted the open space easement. However, because this conveyance is involuntary in nature, and because the remainder parcel will continue to have value for agricultural and open space purposes, staff recommends approval of the transaction.

Prior Board Actions:

The Board approved acceptance of the Open Space Easement on June 24, 1998.

| | | | |
|---|---|------------------------------|------------------------------|
| Strategic Plan Alignment | | Goal 3: Invest in the Future | |
| | | | |
| Fiscal Summary - FY 13-14 | | | |
| Expenditures | | Funding Source(s) | |
| Budgeted Amount | \$ | | \$ |
| Add Appropriations Req'd. | \$ | State/Federal | \$ |
| | \$ | Fees/Other | \$ 4,887.00 |
| | \$ | Use of Fund Balance | \$ |
| | \$ | Contingencies | \$ |
| | \$ | | \$ |
| Total Expenditure | \$ | Total Sources | \$ |
| Narrative Explanation of Fiscal Impacts (If Required): | | | |
| The District will receive \$4,887 from the County and deposit the funds in its revenue account. | | | |
| | | | |
| Staffing Impacts | | | |
| Position Title (Payroll Classification) | Monthly Salary Range (A – I Step) | Additions (Number) | Deletions (Number) |
| | | | |
| | | | |
| Narrative Explanation of Staffing Impacts (If Required): | | | |
| | | | |
| Attachments: | | | |
| 1. Location Map 2. Site Map 3. Resolution | | | |
| Related Items "On File" with the Clerk of the Board: | | | |
| 1. Right of Way Contract 2. Quit Claim Deed | | | |



Berliner-Rosen Open Space Easement



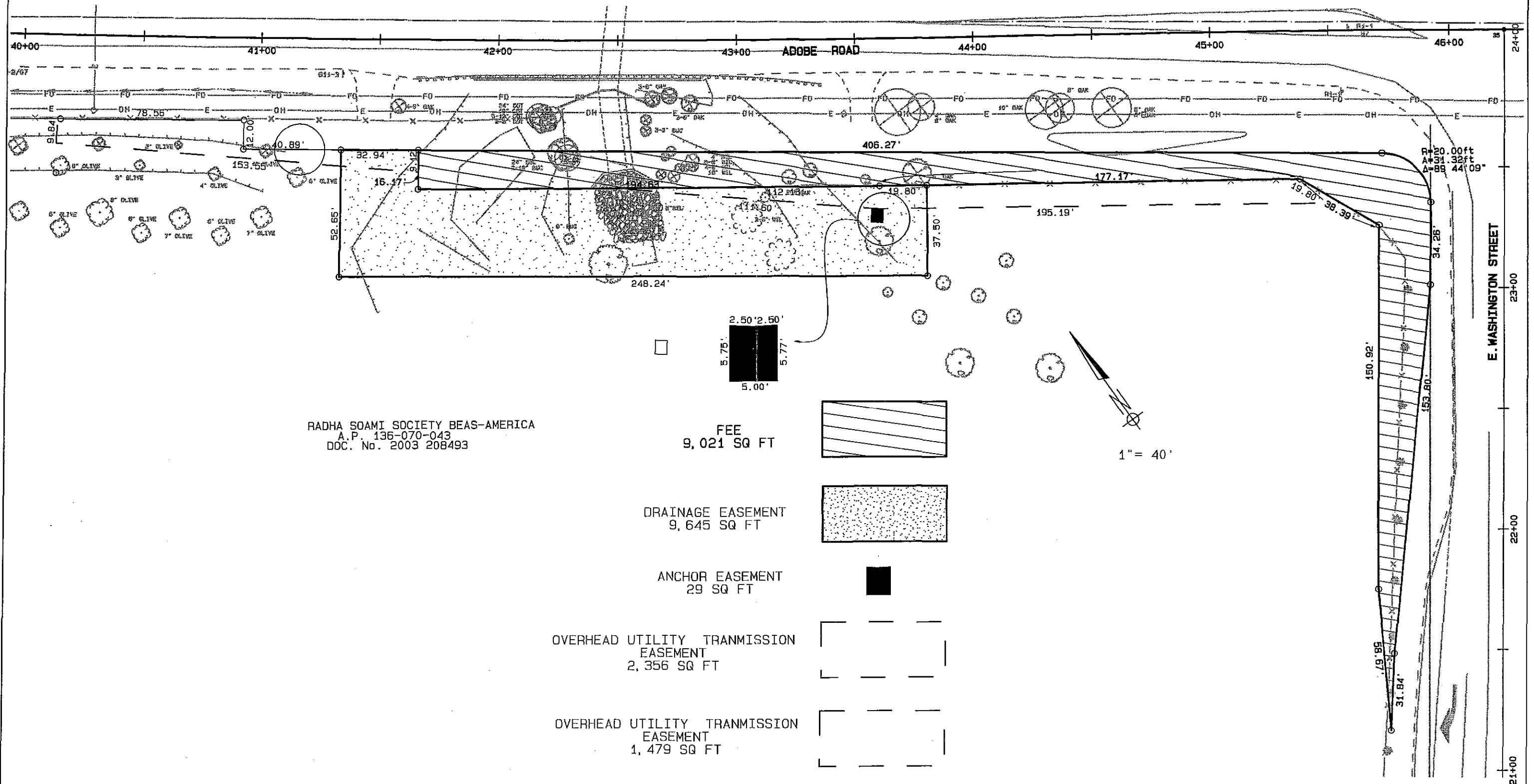
Washington Creek Restoration Area



Streams



Map Date: 12/15/2008. Image Source: AirPhotoUSA 2007
This map is for illustrative purposes only and is not intended to be a definitive property description.



RADHA SOAMI SOCIETY BEAS-AMERICA
 A.P. 136-070-043
 DOC. No. 2003 20B493

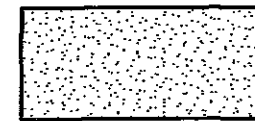
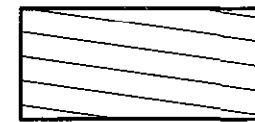
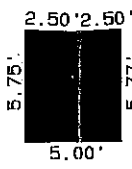
FEE
 9,021 SQ FT

DRAINAGE EASEMENT
 9,645 SQ FT

ANCHOR EASEMENT
 29 SQ FT

OVERHEAD UTILITY TRANSMISSION
 EASEMENT
 2,356 SQ FT

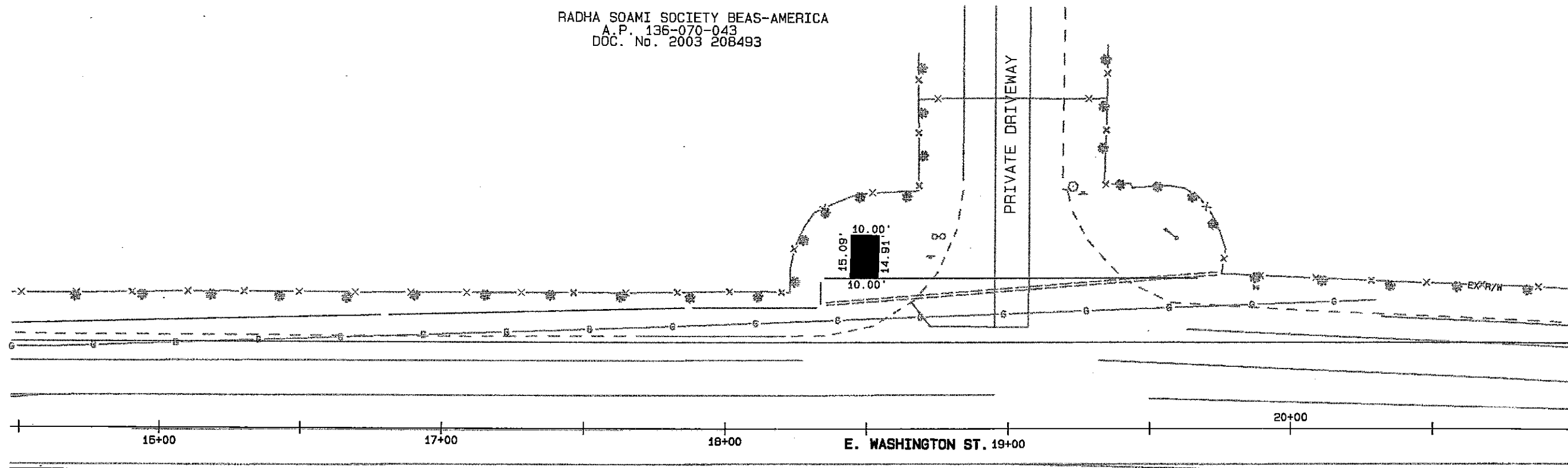
OVERHEAD UTILITY TRANSMISSION
 EASEMENT
 1,479 SQ FT



1" = 40'

ACQUISITION MAP

RADHA SOAMI SOCIETY BEAS-AMERICA
A.P. 136-070-043
DOC. No. 2003 208493



ANCHOR EASEMENT
150 SQ FT

ACQUISITION MAP

Date: December 10, 2013

Item Number: _____

Resolution Number: _____

4/5 Vote Required

Resolution of the Board of Directors of the Sonoma County Agricultural Preservation and Open Space District, State of California, Making Certain Findings and Authorizing the Execution of a Right of Way Contract with the County of Sonoma and the Grant of a Quitclaim Deed in Connection with the Adobe Road Signal East Washington Street Project (A.P.N. 136-070-043).

Whereas, the Sonoma County Agricultural Preservation and Open Space District (“District”) owns an Open Space Easement (“District Easement”) which encumbers a 45-acre portion of certain real property identified as Assessor’s Parcel Number 136-070-043, which property is located northeast of the Petaluma City limits at 2415 E. Washington Street on the southwest corner of Adobe Road and East Washington Street (“Radhi Soami Society Beas-America Property”); and

Whereas, the County of Sonoma (“County”) is preparing to improve the intersection at Adobe Road and East Washington Street by adding a traffic signal and turn lanes (“Project”); and

Whereas, in connection with the Project, the County requires certain interests in the Radhi Soami Society Beas-America Property, including a fee interest of approximately 9,021 square feet; a 9,645 square foot drainage easement; a pair of overhead utility easements measuring 2,356 square feet and 1,479 square feet respectively; a pair of utility anchor easements measuring 29 square feet and 150 square feet respectively (collectively County’s “Needed Interests”); and

Whereas, in order to have legal title to the Needed Interests, the County must secure a quitclaim deed from the District which surrenders the District’s Easement interest in those portions of the Radhi Soami Society Beas-America Property needed by the County; and

Whereas, the County has the power of eminent domain and can seek to acquire the Needed Interests by exercising that power; and

Whereas, the County has perfected its right to exercise the power of eminent domain to acquire the Needed Interests by making an offer to purchase the Needed Interests pursuant to Government Code section 7267.2 and by tendering notice to the District pursuant to Code of Civil Procedure section 1240.055; and

Whereas, time is of the essence for the County to obtain possession of all required right-of-way in order to move forward with construction activities for the Project; and

Resolution #

Date: December 10, 2013

Page 2

Whereas, District's Easement was acquired as a condition of the County's approval of the development of a religious facility on the Radhi Soami Society Beas-America Property in 1998; and

Whereas, the purpose of the District's Easement is to preserve and conserve the "natural, biotic, scenic, and open space values of importance to the People of Sonoma County..." and, while the District Easement generally prohibits commercial and industrial uses of the Radhi Soami Society Beas-America Property, it does allow for agricultural uses and buildings, three primary residences, water development, and certain recreational and educational uses; and

Whereas, the County's intended use of a portion of the District's Easement for roadway purposes is inconsistent with its conservation purposes; and

Whereas, Section 5542.5(a) of the Public Resources Code and Section 1240.660 of the Code of Civil Procedure both establish a rebuttable presumption that, where property has been acquired by a local open space district for open space use, open space use is the "best and most necessary public use" as opposed to the use intended by a local condemning agency; and

Whereas, but for the credible and imminent threat of condemnation, the District would not transfer title to the County; and

Whereas, in light of this unequivocal threat of condemnation, the law of eminent domain governs the District's approval of the transfer of possession to the County, not the limitations on conveyances of lands dedicated for open space set forth in Public Resources Code section 5540 *et seq.*; and

Whereas, this Board further concludes that the evidentiary presumption established by Code of Civil Procedure section 1240.660 is most likely rebuttable by virtue of the facts and circumstances of this case, including the following:

- (i) The Project is necessary to address important public safety concerns which are demonstrated by the accident history at this intersection. A well-known accident in 2005 that killed four teenagers and injured three others is one of the original reasons for implementing the Project, which has since received Federal funding from the High Risk Rural Road program. Such safety concerns are compounded by current and projected traffic volumes. The intersection is used by many commuters accessing the Petaluma area from other Sonoma County areas. By installing a traffic signal and various turn lanes, the Project will relieve traffic congestion and improve safety at the intersection. The Project will also add bicycle lanes to both sides of each of the two roads to help prevent confusion and collisions between bicyclists and motorists. Pedestrian safety will also be improved through the provision of wider paved road shoulders.

Resolution #

Date: December 10, 2013

Page 3

- (ii) The County has designed the Project to minimize the impact on the District's Easement by taking the narrowest frontage strip of land possible to achieve the aforementioned safety objectives. The centerlines of Adobe Road and East Washington Street are clearly established and all associated public improvements have been previously constructed based on these centerlines. Realignment of the road centerlines to avoid impacting the District Easement would negatively impact traffic signal visibility and vehicle sight-line distances, to the detriment of the public safety objectives of the Project. Such realignment would also impede traffic flow within the Project area, further undermining the Project objective.
- (iii) In summary, the Project provides numerous benefits to the public, including: (1) safe and reliable vehicular transportation on the County road system; (2) improved pedestrian safety through provision of wider paved road shoulders; and (3) enhanced bicyclist safety through the addition of new bicycle lanes.
- (iv) The most significant ecological impact of the Project will be the removal of 22 trees from a .11-acre portion of the riparian habitat within the District Easement in order to extend the box culvert which runs under Adobe Rd. To mitigate this impact, the County will plant native trees in the riparian area after construction is completed, in addition to other replanting and restoration activities. The County will also implement improvements to the box culvert for wildlife movement.
- (v) Considering the County's mitigation plan, the relatively small size of the acquisition area and its adjacency to the County right of way, the conservation values of the District's Easement are not substantially undermined by the proposed Project.
- (vi) Implementation of the Project is required for the public health, safety and general welfare. Without the proposed improvements, the intersection of Adobe Road and East Washington Street will continue to degrade, compromising the safety of all users.

Each of the foregoing facts would establish that use of the District's Easement for the Project is a more necessary public use than the open space purposes to which it is currently appropriated and therefore the District would be unlikely to prevail in litigation challenging the County's right to acquire the Needed Interests by eminent domain;

Whereas, this Board therefore concludes that the conveyance of the Needed Interests accomplished through the proposed Right of Way Contract and Quitclaim Deed is not voluntary, as it is in lieu of certain condemnation by the County; and

Resolution #

Date: December 10, 2013

Page 4

Whereas, this Board further concludes that the proposed transaction is not discretionary and is therefore exempt from the California Environmental Quality Act (California Public Resources Code § 21000 *et seq*); and

Whereas, this Board finds that, notwithstanding the fact that the County intends to use the District's Property for purposes inconsistent with the District's conservation efforts, the proposed transaction is in the public interest because it seeks to avoid the needless public expense that would otherwise be incurred in an eminent domain proceeding brought by the County against the District; and

Whereas, this Board also finds that the purposes for which the District Easement was acquired will not be wholly frustrated by the conveyances contemplated by the proposed Right of Way Contract and Quitclaim Deed because (1) the portion of the District's Property that will be conveyed to the County comprises less than 1.2% of the original acreage and therefore the remainder parcel will continue to have value as open space and (2) due to the size and location of the land to be conveyed, the potential agricultural uses and existing habitat preservation purposes of the District Easement will still be viable uses of the land; and

Whereas, on December 5, 2013, the District's Fiscal Oversight Commission approved a resolution finding that \$4,887 is the fair market value for the District's Easement interest in those portions of the Radhi Soami Society Beas-America Property needed by the County; and

Whereas, pursuant to the proposed Right of Way Agreement with the County, the District will receive \$4,887 from the County for the District's quitclaim of these interests.

Now, Therefore, Be It Resolved That:

1. The foregoing recitals are true and correct.
2. This Board hereby approves the Right of Way Agreement on file with the Clerk and the associated Quitclaim Deed granting the County certain interests in a portion of the District's Easement, as more particularly described therein, for use by the County in the Project.
3. The Chair of the Board is hereby authorized and directed to execute the Right of Way Contract and Quitclaim Deed on file with the Clerk.

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors
Board of Commissioners

Board Agenda Date: December 10, 2013

Vote Requirement: Majority

Department or Agency Name(s): Permit and Resource Management Department
Sonoma County Community Development Commission

Staff Name and Phone Number:

Kathleen H. Kane, CDC - 565-7505
Jennifer Barrett, PRMD – 565-2336

Supervisorial District(s):

5

Title: Sea Ranch Apartments Letter of Intent

Recommended Actions:

Approve and authorize the Chairman of the Board of Supervisors and the Executive Director of the Sonoma County Community Development Commission to execute the Letter of Intent Regarding the Separation of the Sea Ranch Apartments from the Sea Ranch Association.

Executive Summary:

This item requests that the Board of Supervisors and the Sonoma County Community Development Commission (CDC) Board of Commissioners approve the attached *Letter of Intent Regarding the Separation of the Sea Ranch Apartments from the Sea Ranch Association* (LOI), and authorize the Chairman of the Board of Supervisors and the Executive Director of CDC to sign the LOI on behalf of County and CDC, respectively, in order to ensure the preservation of 45 units of restricted affordable housing located in the northwestern corner of Sonoma County.

BACKGROUND:

The Sea Ranch Apartments (Apartments) consist of 45 affordable rental units, each located on a separate lot, that are part of a large common interest subdivision known as The Sea Ranch. The 45 affordable housing units were a County condition of approval of a Precise Development Plan that allowed development of 300 homes, 15 percent of which must be affordable to lower income households. In 1985, 15 of the 45 affordable units were built by the for-profit developer of The Sea Ranch (Oceanic California, Inc), one of which was subsequently lost in a fire. That lot and the other 30 lots designated for affordable housing remained vacant until 1993. At that time, Burbank Housing/SR Corporation (BHSRC), a single-purpose non-profit entity created by Burbank Housing Development Corporation (BHDC), bought and assumed operation of the 14 existing units and 31 vacant lots. The CDC provided a \$367,250 loan to BHSRC to assist with the purchase. In 1994, BHSRC developed the 31 lots

with affordable rental units using low-income tax credit and other financing, with ownership by a limited partnership in which BHSRC was the General Partner. This separate ownership is generally a requirement of the lenders and partners involved in order to isolate risk. Now that the tax credit financing has ended, all 45 Apartments are owned by BHSRC, and all continue to be encumbered with long-term affordability covenants and regulatory agreements related to both the financing and the County land use approvals. (See attached *Sonoma County Affordability Restrictions for Sea Ranch Apartments*.)

For many years, there have been are two significant financial problems facing the Apartments. The first is that each of the 45 affordable lots is subject to the same assessment of homeowner association (HOA) dues as is charged to each of The Sea Ranch Association (TSRA) market-rate lots. These monthly HOA dues are currently \$197 per unit (\$8,865/month and \$106,380/year for the 45 units) and are dramatically higher than the original \$31 per unit assessments in place when BHSRC acquired and developed the property. The annual dues have increased by an average of about 6% per year, far outpacing the allowable rents that are restricted at a level that is deemed affordable for households with incomes below 60% of Area Median Income (AMI). The second significant financial issue is The Sea Ranch design requirements, which are based on aesthetic considerations and not serviceability. All 45 affordable units have an impractical design that does not perform well in a particularly corrosive ocean-side climate, resulting in high maintenance and repair costs and the current generally poor physical condition of the units.

In an effort to help BHSRC to mitigate for the disparity between unrestricted and rapidly increasing operating costs and the allowed rents it can charge, the CDC has provided 5 additional loans to make property repairs and restructure higher cost private financing. The outstanding amount of CDC loans to BHSRC now totals over \$1.5 million. BHDC has also provided approximately \$1 million to cover operating shortfalls as part of its mission to provide affordable housing in the County. BHDC and the CDC recognize that investment of additional funds is not sustainable or practical without addressing the underlying issues that are the cause of escalating costs and have declined recent requests to provide additional funds. Without further support, BHSRC cannot afford to pay the homeowner dues and therefore, effective February 2013, BHSRC suspended payment of the assessments for all of the 45 affordable units. This action represents a default on the loans provided to BHSRC and allows TSRA to place a lien on the Apartments and to initiate foreclosure proceedings, which it has so far delayed pending renewed negotiations detailed below.

LETTER OF INTENT:

Several times over the years since 1999, representatives from BHSRC have formally requested from the TSRA Board of Directors relief from the monthly homeowner association dues citing the financial infeasibility of operating the Apartments under the current structure. In the time since 1999, TSRA, County and CDC staff, and BHSRC (collectively, "the parties") have explored various approaches to reducing or eliminating the monthly assessment levied by the TSRA on each unit of 45 affordable lots. Until recently, those efforts have not been successful in arriving at a resolution of this issue. However, the parties met to renew discussions with greater urgency after BHSRC could no longer continue making its HOA dues payments. Using a professional facilitator to help guide the parties towards a negotiated agreement, a consensus was reached about their common interests, which include:

- 1) Protection of affordable housing resources on the coast;
- 2) Rehabilitation of the existing affordable units;
- 3) Assuring the long-term financial viability of the Apartments;
- 4) Assuring quality maintenance and consistent professional management of the Apartments, over time;
- 5) Acknowledgement of the parties' financial stake in the outcome;
- 6) Avoiding costly and unproductive litigation; and
- 7) Providing a durable solution to the issues at the Apartments.

With continued assistance of a facilitator, the parties have now reached a general understanding regarding the terms and process to address several interrelated issues regarding the Apartments and would like to memorialize those understandings in the attached Letter of Intent (LOI). Resolution of the issues will require a variety of interdependent actions that will be undertaken by the different parties. These are detailed in the LOI, which also stipulates that the commitments of each party will not be binding until all of the prerequisite conditions and obligations have been met.

In summary, the LOI envisions:

- 1) Separation of the Apartments from TSRA to eliminate the requirement for BHSRC to pay HOA dues, freeing those funds to be used for the rehabilitation, maintenance and operation of the Apartments;
- 2) Formulation of plans for the comprehensive rehabilitation and long-term management of the Apartments to assure a financially sound, well-managed, and well-maintained affordable housing project; and
- 3) Securing financial resources sufficient to implement the rehabilitation and management plans.

The LOI describes the obligations and actions to be undertaken by the parties, including:

- 1) TSRA obligations and actions:
 - a) Propose an area of Commons to which the owners and residents of the Apartments would have access and prepare documents specifying the terms and conditions of access.
 - b) Verify that TSRA Board of Directors has the authority to support the Separation by pursuing certain processes of the California Civil Code, Corporations Code, or The Sea Ranch Restrictions.
 - c) Work with BHSRC to prepare and implement a service agreement that specifies rights, responsibilities, and charges for road maintenance, security, common area maintenance, access and similar issues.
 - d) Review the BHSRC management and rehabilitation plans and provide a letter of support to facilitate the Separation proceedings.
 - e) Defer payment of HOA dues owed after September 2013 and any action imposing liens on the Apartments and, upon Separation, waive all delinquent HOA dues owed by BHSRC subsequent to October 1, 2013.
- 2) County and CDC obligations and actions:
 - a) Review the BHSRC management and rehabilitation plans and work with BHSRC to identify

funding sources.

- b) Upon completion of agreements between TSRA and BHSRC, hold a public hearing in accordance with the Subdivision Map Act to consider a resolution of support for Separation of the Apartments from TSRA.
- c) If resolution of support for Separation is approved, consider approval of any related amendments to the subdivision agreement or employee housing agreement to become effective upon Separation.
- d) If resolution of support for Separation is approved, assist with preparation of a petition to the court for Separation of the Apartments under the Subdivision Map Act.
- e) Identify mechanisms to assure that TSRA and individual lots owners within The Sea Ranch have no on-going responsibility for affordable housing. Appropriate mechanisms would be implemented as a condition of Separation.

3) BHSRC obligations and actions:

- a) Prepare a rehabilitation plan including a capital budget and financial plan for review by The Sea Ranch Design Committee, and prepare the associated capital budget and financial plan for review by CDC and TSRA.
- b) Work with TSRA to draft and implement the Service Agreement.
- c) Develop a management plan including a realistic program and budget for ongoing operation that would assure that the Apartments are well-managed and well-maintained, for review by CDC and TSRA.
- d) Seek financial support for implementation of the rehabilitation plan including submitting applications to CDC for any available financing.
- e) Pay HOA dues owed through September 2013 (approximately \$68,535) to TSRA.
- f) Apply to Sonoma County for the required revisions to the subdivision agreement and employee housing agreement.

The terms of the LOI may be amended by mutual written agreement of the parties, and any party may terminate the LOI by written notice if a significant provision has not or cannot be met within a reasonable time.

The attached LOI has been executed by TSRA and BHSRC. Upon approval of this item, the Chairman of the Board of Supervisors will execute the LOI on behalf of the County, and the Executive Director of the CDC will execute the LOI on behalf of CDC.

Prior Board Actions:

07/07/82 – Approved Sea Ranch Precise Development Plan and Local Coastal Plan Amendment requiring 15% of 300 new units to be affordable.

01/04/84 – Approved Tentative Subdivision Map.

04/22/85 – Approved Subdivision Agreement with Employee Housing Program requiring 49% (22) units to be rental and allowing up to 51% (23) units to be owner-occupied.

11/19/91 – Approval Rental Development Agreement requiring 31 units to be restricted for lower-income households.

11/15/94 – Approved \$367,250 HOME loan to BHSRC for acquisition of 45 Sea Ranch lots.

05/07/02 – Approved \$100,000 CDBG loan to BHSRC to make repairs for several Sea Ranch units.

12/13/05 – Approved \$394,000 CFH loan to BHSRC to restructure debt for Sea Ranch units.
05/02/06 – Approved \$100,000 CDBG loan to BHSRC to make repairs for several Sea Ranch units.
05/01/07 – Approved \$100,000 CDBG loan to BHSRC to make repairs for several Sea Ranch units.
05/06/08 – Approved \$100,000 CDBG loan to BHSRC to make repairs for several Sea Ranch units.

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

Ensuring the ongoing maintenance and operation of 45 affordable housing units at The Sea Ranch will promote the health, safety, and economic security of lower income households living in a remote area of the County where housing choices are limited.

Fiscal Summary - FY 13-14

| Expenditures | | Funding Source(s) | |
|---------------------------|-----------|--------------------------|-----------|
| Budgeted Amount | \$ | | \$ |
| Add Appropriations Req'd. | \$ | State/Federal | \$ |
| | \$ | Fees/Other | \$ |
| | \$ | Use of Fund Balance | \$ |
| | \$ | Contingencies | \$ |
| | \$ | | \$ |
| Total Expenditure | \$ | Total Sources | \$ |

Narrative Explanation of Fiscal Impacts (If Required):

None.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

None.

Attachments:

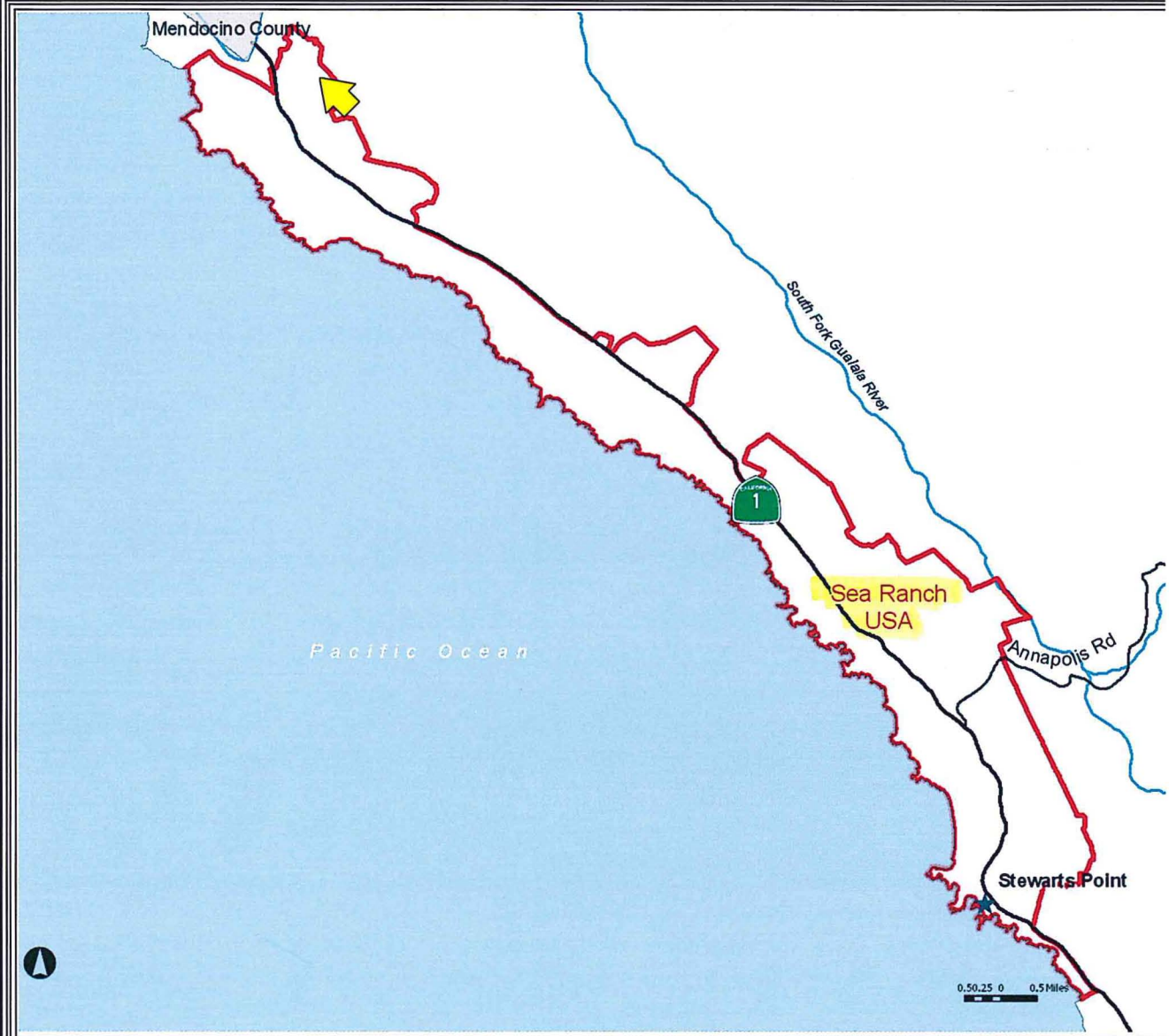
1. Site Location Maps.
2. Sonoma County Affordability Restrictions for Sea Ranch Apartments.
3. Letter of Intent Regarding the Separation of the Sea Ranch Apartments from the Sea Ranch Association and October 2013 Letter from BHDC.

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

None.



Base Map Theme



Planning

- Area & Specific Plans
- Local Area Development Guidelines
- Redevelopment Plans
- Williamson Act Land Contracts
- Type I
- Type I (Phase-out)
- Type II
- Type II (Phase-out)
- Type II (Open Space)

Air Quality Measure

- Air Quality Control Board
- Northern Sonoma County
- Bay Area

Well and Septic

- Water Quality Control Board
- North Coast Region
- San Francisco Region
- Waiver Prohibition Areas
- Flood Prone Urban Areas

Wet Weather Zones

- Zone A - Petaluma
- Zone B - Sonoma
- Zone C - Santa Rosa
- Zone D - Sebastopol
- Zone E - Guerneville
- Zone F - Healdsburg
- Zone G - Cloverdale

Base Layers

- Geographic Places
- City Sphere of Influence
- City Urban Growth

Planning Areas

- Urban Service Areas
- Lake Sonoma
- Streets**
- US Federal Highway
- State Highway
- Major Road
- Residential Street

Streams

- Perennial
- Intermittent

Parcels

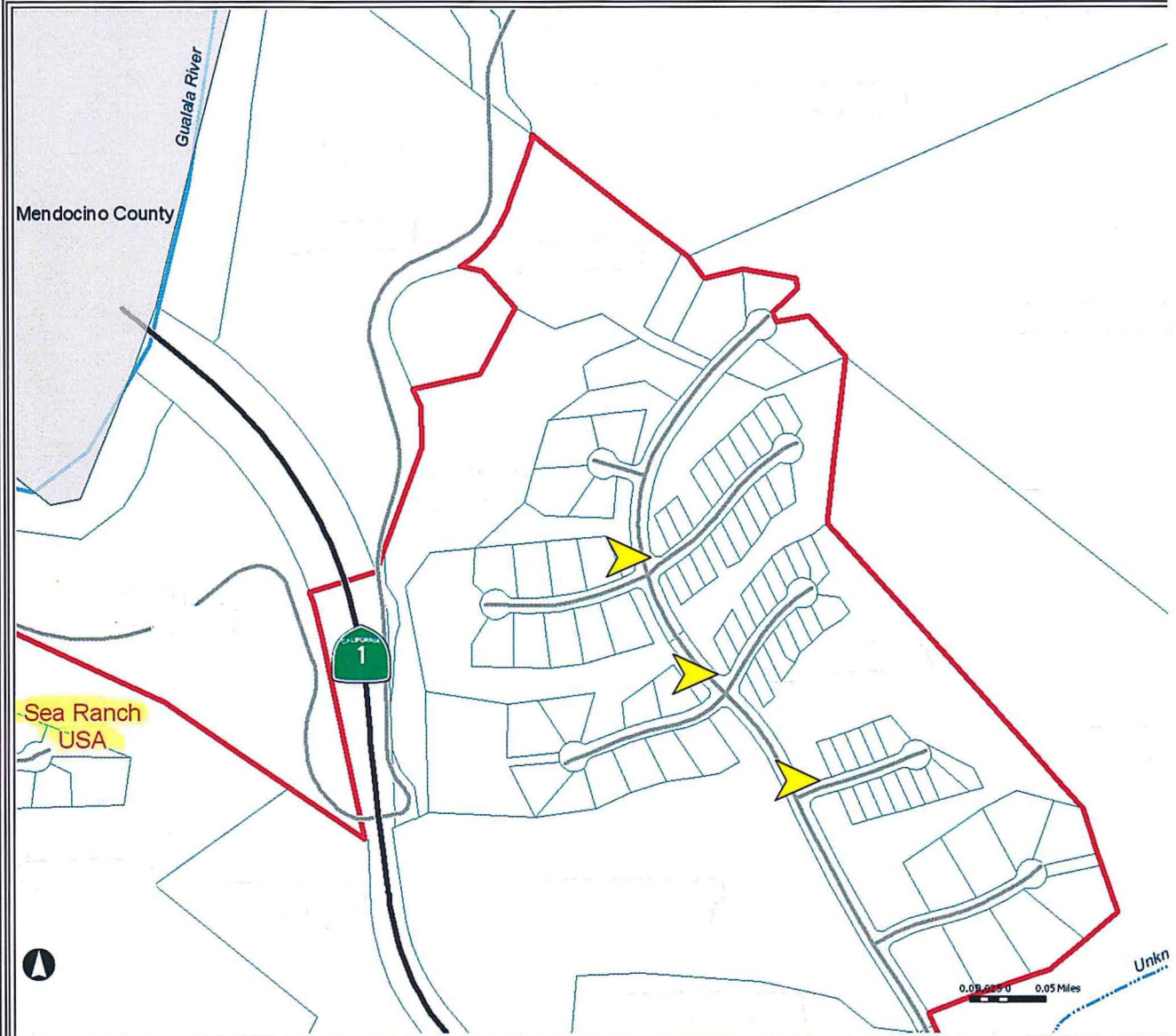
- City Limits
- Supervisor Districts**
- District 1
- District 2
- District 3
- District 4
- District 5
- Fire Protection Responsibility Area**
- Federal
- State
- Local



County of Sonoma
 Permit and Resource Management Department
 California

Permit and Resource Management Department
 DEPARTMENT OF INFORMATION SYSTEMS
 COUNTY OF SONOMA

Base Map Theme



Planning

- Area & Specific Plans
- Local Area Development Guidelines
- Redevelopment Plans
- Williamson Act Land Contracts
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- Type I (Phase-out)
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- Supervisor Districts**
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- Fire Protection Responsibility Area**
- Federal
- State
- Local

SONOMA COUNTY AFFORDABILITY RESTRICTIONS

The Sea Ranch

| PHASE | SOURCE | FUNDING YEAR | ORIGINAL LOAN AMOUNT | LOAN AMOUNT as of 6/2012 | NAME/USE | LOAN DATE | LOAN MATURITY DATE | AGREEMENT EFFECTIVE DATE | AGREEMENT RECORDED DATE | AGREEMENT TERMINATION DATE | NUMBER OF RESTRICTED UNITS | VERY LOW INCOME (50%) | LOW INCOME (80%) | NOTES |
|--------------------------------|--------------------|--------------|------------------------|--------------------------|---|-----------|--------------------|--------------------------------|------------------------------------|-------------------------------|----------------------------|-----------------------|------------------|---|
| REGULATORY RESTRICTIONS | | | | | | | | | | | | | | |
| SR 45 | PRMD Co. of Sonoma | NA | NA | NA | Zoning Planning Law (Mello Act) Govt Code 65590 (b) | NA | NA | NA | NA | NA` | 45 | | | <ul style="list-style-type: none"> Prohibition on elimination of low-income housing units without replacement in same area of Coastal Zone |
| SR 45 | PRMD Co. of Sonoma | NA | NA | NA | Local Coastal Plan | NA | NA | NA | NA | None | 45 | | | <ul style="list-style-type: none"> Requires Affordable Housing Agreement Prohibits conversion of rental units to ownership Allows 100 new lodge units Allows 300 new residential units Mandates that 15% of the 300 residential units must be affordable. These 300 property owners are responsible for ensuring compliance with the affordable housing requirements. |
| SR 45 | PRMD Co. of Sonoma | NA | NA | NA | SR Precise Development Plan and Policy Statement | NA | NA | 7/7/82 | | None | 45 | | | |
| SR45 | PRMD Co. of Sonoma | NA | NA | NA | Subdivision Map Approval (Tentative Map) | NA | NA | 1/4/84 | | None | 45 | | | |
| SR 45 | PRMD Co. of Sonoma | NA | NA | NA | Subdivision Agreement and Restrictions incl. | NA | NA | 4/22/1985 Amended 11/3/1987 | 5/21/1985 85-031927 11/13/87 | 12/31/2025 | 45 | | 45 | <ul style="list-style-type: none"> Original restriction: 23 units (50%) must be rentals Amended restriction: 22 units (49%) must be rentals |
| | | | | | Exhibit "A" Sea Ranch Employee Housing Program | | | | | | | | | |
| SR 31 | PRMD Co. of Sonoma | | | | Rental Development Agreement | NA | NA | 11/19/1991 | 12/5/1991 | 11/19/2046 +/- (Occupancy) | 31 | | 31 < 60% | |
| FINANCIAL RESTRICTIONS | | | | | | | | | | | | | | |
| SR 14 | CDC - HOME | 1993 | \$ 367,250.00 | \$ 568,760.00 | Acquisition of Existing Units | 12/16/94 | 12/16/29 | 11/28/1994 | | 12/20/2024 | 8 | 8 | | <ul style="list-style-type: none"> HUD regs require affordability for 15 years. BOS option to waive affordability requirements after 2009. |
| | | | | | | | | Amended 3/12/03 | | 12/20/2024 | 8 | 2 | 6 | |
| SR 14 | CDC - CFH | CFH | \$ 394,000.00 | \$ 477,160.00 | Refinance | 2/17/06 | 2/17/36 | 2/17/2006 | 2/27/06 2006023117 | 2/27/2061 | 14 | 8 | 6 | <ul style="list-style-type: none"> BOS option to waive affordability requirements at any time. |
| SR 31 | CDC - CDBG | 2002 | \$ 100,000.00 | \$ 126,060.00 | Rehabilitation | 6/1/04 | 6/1/34 | 7/1/2002 | | Initial Occupancy | | | | <ul style="list-style-type: none"> No ongoing affordability restrictions. |
| SR 31 | CDC - CDBG | 2006 | \$ 100,000.00 | \$ 118,770.00 | Rehabilitation | 12/8/06 | 12/8/36 | 7/1/2006 | | Initial Occupancy | | | | <ul style="list-style-type: none"> No ongoing affordability restrictions. |
| SR 31 | CDC - CDBG | 2007 | \$ 100,000.00 | \$ 118,100.00 | Rehabilitation | 10/19/07 | 10/19/37 | 7/1/2007 | | Initial Occupancy | | | | <ul style="list-style-type: none"> No ongoing affordability restrictions. |
| SR 31 | CDC - CDBG | 2008 | \$ 100,000.00 | \$ 111,610.00 | Rehabilitation | 11/19/08 | 11/19/38 | 7/1/2008 | | Initial Occupancy | | | | <ul style="list-style-type: none"> No ongoing affordability restrictions. |
| | | | <u>\$ 1,161,250.00</u> | <u>\$ 1,520,460.00</u> | | | | | | | | | | |

**LETTER OF INTENT
REGARDING THE SEPARATION OF
THE SEA RANCH APARTMENTS FROM
THE SEA RANCH ASSOCIATION**

THIS LETTER OF INTENT is made on _____, 2013, by and between THE SEA RANCH ASSOCIATION, a California Common Interest Development, (“TSRA”), THE COUNTY OF SONOMA (“County”), THE SONOMA COUNTY COMMUNITY DEVELOPMENT COMMISSION (“SCCDC”), and BURBANK HOUSING/S R CORPORATION (“BHSRC”), collectively known as the parties (“Parties”).

WITNESSETH:

WHEREAS, The Sea Ranch Association (“TSRA”) is a California Common Interest Development established on May 21, 1964 in Sonoma County, California; and

WHEREAS, in July 1982, The Sea Ranch Amended Precise Development Plan and Policy Statement as adopted by the Sonoma County Board of Supervisors included a requirement for 45 units of employee housing (subsequently changed to “affordable housing”) to be located in Unit 35-D at the northeast corner of The Sea Ranch; and

WHEREAS, in 1985, Oceanic California Inc. recorded the *Declaration of Annexation for Lots 1-82 and Common Area in The Sea Ranch No. 35-D* (“1985 Annexation”), with affordability covenants to implement The Sea Ranch Employee Housing Program for 45 units (Lots 31 through 75); and

WHEREAS, Burbank Housing/SR Corporation (“BHSRC”), incorporated by the Burbank Housing Development Corporation (“BHDC”) in 1993, now owns and operates all 45 units of affordable housing known as The Sea Ranch Apartments (“TSR Apartments”); and

WHEREAS BHDC, has demonstrated its long-standing and continuing support of TSR Apartments and has documented that support and endorsed separating TSR Apartments from TSRA in an October 2013 letter to TSRA (“BHDC Letter”); and

WHEREAS, several times over the years since 1999, representatives from BHSRC have formally requested from the TSRA Board of Directors relief from the monthly assessment levied by the TSRA on TSR Apartments citing the financial infeasibility of operating TSR Apartments under the current structure; and

WHEREAS, in the time since 1999, TSRA, County, SCCDC, and BHSRC have explored various approaches to reducing or eliminating the monthly assessment levied by the TSRA on each unit of TSR Apartments; and

WHEREAS, the Parties met in May and July of 2013 and reached agreement about their common interests as follows:

- 1) Protection of affordable housing resources on the coast;
- 2) Rehabilitation of the existing units at TSR Apartments;
- 3) Assuring the long-term financial viability of TSR Apartments;
- 4) Assuring quality maintenance and consistent professional management of TSR Apartments, over time;
- 5) Acknowledgement of the Parties' financial stake in the outcome;
- 6) Avoiding costly and unproductive litigation;
- 7) Providing a durable solution to the issues at TSR Apartments; and

WHEREAS, the Parties have reached a general understanding regarding the terms and process to address several interrelated issues regarding TSR Apartments and wish to memorialize those understandings in a Letter of Intent ("LOI"); and

WHEREAS, resolution of these issues requires various actions that are interdependent and contingent upon actions of the Parties such that the tentative commitments of the Parties will not be binding until all prerequisite obligations have been met.

NOW, THEREFORE, the Parties mutually agree to work expeditiously and in good faith to implement the intent of this LOI.

1. **General Objective:** Under the general premise that the 1985 Annexation, which included a requirement to develop the 45 lots for the TSR Apartments, could be amended, repealed, or rescinded to protect and assure the financial viability of the affordable housing units into the future, the Parties intend as follows:
 - a) Separation of TSR Apartments from the TSRA to eliminate the requirement for BHSRC to pay assessments to TSRA so that those funds can be used for the rehabilitation, maintenance and operation of the TSR Apartments ("Separation").
 - b) Assurance of a financially sound, well-managed, and well-maintained affordable housing project including plans for the comprehensive rehabilitation ("Rehabilitation Plan") and long-term management of TSR Apartments ("Management Plans").
 - c) Securing financial resources sufficient to implement the Rehabilitation Plan and Management Plan for TSR Apartments.
2. **TSRA Actions and Obligations:**
 - a) Propose and legally describe an area of Commons to which the owners and residents of TSR Apartments would have access and prepare documents specifying the terms and conditions of access.

- b) Verify that TSRA Board of Directors has the authority to support the Separation by pursuing certain processes of the California Civil Code, Corporations Code, or The Sea Ranch Restrictions.
- c) Work with BHSRC to prepare and implement a service agreement ("Service Agreement") that specifies rights, responsibilities, and charges for road maintenance, security, common area maintenance, access and similar issues.
- d) TSRA Board of Directors will review the Management Plan and Rehabilitation Plan and will provide a letter of support to facilitate the Separation proceedings.
- e) While the parties are working diligently toward resolution, defer payment of dues owed after September 2013 and any action imposing liens on TSR Apartments for collection of past assessment payments owed TSRA. Upon Separation, waive all delinquent HOA dues owed by BHSRC subsequent to October 1, 2013.
- f) Explore a mechanism for administering the Service Agreement with BHSRC.

3. County and SCCDC Actions and Obligations:

- a) Review the Rehabilitation and Management Plans and work with BHSRC to identify funding sources.
- b) Upon completion of agreements between TSRA and BHSRC, County will hold a public hearing in accordance with the Subdivision Map Act to consider a resolution of support for Separation of TSR Apartments from TSRA; and will consider approval of any related amendments to the subdivision agreement or employee housing agreement to become effective upon Separation.
- c) Upon approval of Separation by the respective Boards of all parties, County and SCCDC will assist with preparation of a petition to the court for Separation of TSR Apartments under the Subdivision Map Act.
- d) Identify mechanisms to assure that TSRA and individual lots owners within The Sea Ranch have no on-going responsibility for affordable housing. Appropriate mechanisms would be implemented as a condition of Separation.

4. BHSRC Actions and Obligations:

- a) Accept that upon Separation, TSR Apartments would remain under the jurisdiction of The Sea Ranch Design Manual and Rules.
- b) Prepare the Rehabilitation Plan including a capital budget and financial plan. Submit the Rehabilitation Plan for review to The Sea Ranch Design Committee and the associated capital budget and financial plan to SCCDC and TSRA.
- c) Work with TSRA to draft and implement the Service Agreement.
- d) Develop the Management Plan including a program and realistic budget for ongoing operation that would assure that TSR Apartments are well-managed and well-maintained and share them with the SCCDC and TSRA.
- e) Aggressively and creatively seek financial support for implementation of the Rehabilitation Plan including submitting applications to the SCCDC for any financing available for rehabilitation of TSR Apartments.
- f) Pay dues owed through September 2013 (approximately \$68,535) to TSRA.
- g) Keep BHDC fully informed about operations of TSR Apartments and implementation of the LOI.
- h) Explore a mechanism for administering the Service Agreement.
- i) Apply to Sonoma County for the required revisions to the subdivision agreement and employee housing agreement.

5. Miscellaneous Provisions:

- a) The terms of this LOI may be amended at any time by mutual written agreement between the Parties hereto and shall be signed by the persons authorized to bind the Parties.
- b) Any Party may terminate this LOI if a significant provision has not or cannot be met within a reasonable time by providing written notice to the Parties citing the specific deficiency, the responsible Party and any proposed corrective action. If, after 120 days, no acceptable corrective action has been implemented or other understanding reached, the LOI may be terminated.

- c) All notices that are required to be given by one party to the other under this LOI shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

The Sea Ranch Association:
Frank M. Bell, Community Manager
P.O. Box 16
The Sea Ranch, CA 95497

Sonoma County
Jennifer Barrett, Deputy Director Planning
Sonoma County Permit and Resource Management Department
2550 Ventura Ave.
Santa Rosa, CA 95403

Sonoma County Community Development Commission
Kathleen Kane, Executive Director
1440 Guerneville Road
Santa Rosa, CA 95403

Burbank Housing/SR Corporation
Pascal Sisich, Executive Director
Burbank Housing
790 Sonoma Avenue
Santa Rosa, CA 95404

The Sea Ranch Association


By: 

Frank M. Bell

Title: Community Manager

Burbank Housing/S R Corporation

By: _____



Pascal Sisich

Title: Executive Director

Sonoma County Community Development Commission

By: _____

Kathleen Kane

Title: Executive Director

County of Sonoma

By: _____


David Rabbitt

Title: Chair, Sonoma County Board of Supervisors

Burbank Housing Development Corporation

By its signature below, Burbank Housing Development Corporation (BHDC) indicates its approval of the form and content of this LOI and its support for the commitments undertaken pursuant to this LOI by BHSRC, as more fully set forth in the letter from BHDC to TSRA dated October 22, 2013.

By: _____


Charles A. (Chuck) Cornell

Title: Executive Director

October 22, 2013

The Sea Ranch Association Board of Directors
PO Box 16
The Sea Ranch, CA 95497

Re: The Sea Ranch Apartments-BHDC acknowledgement of past role and its future commitment

Dear Sea Ranch Board of Directors:

Thank you for the positive actions you've taken to help resolve some long-standing financial issues at the Sea Ranch Apartments. We would like to explain Burbank Housing Development Corporation's (BHDC's) role regarding the Sea Ranch Apartments and our commitment to its successful operation in the future. Though we have loaned about \$1.25 million to the Sea Ranch Apartments to support their operation, we acknowledge that the property has not been managed well over the years, due to a lack of funds caused by an inadequate financial structure. With your help, we intend to rectify this situation so that the Sea Ranch Apartments will provide decent, affordable housing for the tenants, and remain an asset to the Sea Ranch community. As stated in your Board resolution, BHDC acknowledges that it will be responsible for the commitments made by BHSRC in the Letter of Intent (LOI). Additionally, BHDC endorses separation of the Sea Ranch Apartments from The Sea Ranch Association as described in the October draft of the LOI regarding the property and will advocate for separation to the Sonoma County Board of Supervisors and the court.

We would also like to describe BHDC's role and responsibilities in its development and management of affordable rental housing since this understanding might help as we go forward.

Company history

BHDC was established in 1980 as a nonprofit public benefit corporation with a mission to create and manage affordable rental (and ownership) housing for residents of Sonoma County. We have developed over 2,700 units of rental housing (in 57 properties) and over 700 units of for sale ownership affordable housing. We take pride in the high quality of our housing and expend company resources where necessary to maintain that quality, generally beyond what we are required to do. Nowhere else in our rental portfolio is evidence of our commitment to our properties more clearly demonstrated than at the Sea Ranch Apartments.

How typical affordable housing developers operate

BHDC develops and then operates new affordable housing in a manner which is typical in the affordable housing industry. To facilitate the financing for each property we utilize a variety of ownership structures to acquire, develop and finance our affordable housing developments. This clarifies the financial commitments of the parties involved in each property. Therefore, BHDC is "affiliated" with a large number of related legal entities which actually own each of our affordable housing developments. A typical ownership structure involves a limited partnership. Most tax credit investors (limited partners), lenders, and regulators require this limited partnership structure and while the investor is the limited partner, a new non-profit corporation or a stand-alone limited liability company (LLC) is established to act as the general partner of this limited partnership. Typically, BHDC is affiliated with this entity. While BHDC may not be an owner itself of a property, it takes the lead role in acting as a

"sponsor-developer" of the new affordable housing property since not every new limited partnership has (on its own) the experience or capacity to conduct all the tasks necessary to actually develop (or rehab) the property. For instance, BHDC has the financial history and credit to secure new financing, attract a new tax credit investor, design a project, obtain local approvals, manage the construction work, and ultimately operate the property when completed and fully rented. The property management operation is handled by Burbank Housing Management Corporation (BHMC), an affiliate of and ultimately responsible to BHDC.

Guarantees that are typically made

As sponsor-developer BHDC makes certain guarantees and commitments when a new rental property is developed (or acquired and rehabilitated) by an affiliated entity. When a new development (or rehab property) secures its tax credits and "admits" a new tax credit investor, BHDC makes certain guarantees and commitments to the limited partners, lenders, and regulators. These guarantees include construction completion guarantees, tax credit guarantees, operating guarantees and affordability covenants.

BHDC's commitment to the redevelopment of the Sea Ranch Apartments

When a feasible plan for the rehabilitation and resyndication of Sea Ranch Apartments is established, it is certain that BHDC will be required to make the kind of guarantees described above. BHDC will do that to provide for the rehabilitation and long-term stable operation of the Sea Ranch Apartments. A feasible plan will include:

- successful separation of the Sea Ranch Apartments from The Sea Ranch Association (TSRA),
- a comprehensive Management Plan, Service Agreement and necessary easements with TSRA,
- a feasible financial pro-forma,
- a commitment from all necessary funding sources

We hope that this letter provides a better explanation of how our affordable housing projects are structured, and the level of BHDC's commitment to the Sea Ranch Apartments. Please call me directly at 707-303-1010 if you have questions.

Sincerely,

Charles A. "Chuck" Cornell



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Directors, Russian River County Sanitation District

Board Agenda Date: December 10, 2013

Vote Requirement: Majority

Department or Agency Name(s): Russian River County Sanitation District

Staff Name and Phone Number:

Wendy Gjestland / 521-1866

Supervisorial District(s):

Fifth

Title: Regulatory and Permitting Assistance

Recommended Actions:

Authorize Chair to execute an agreement with Larry Walker Associates, Inc., to provide regulatory and permitting assistance for the amount of \$250,000; agreement terminates on December 31, 2018.

Executive Summary:

This item requests approval for the Chair to execute a five-year agreement with Larry Walker Associates, Inc. (\$250,000 through December 31, 2018) for regulatory and permitting assistance. The agreement extends five years to account for the length of the regulatory discharge permit as further described below.

HISTORY OF ITEM/BACKGROUND

A combined National Pollutant Discharge Elimination System and Master Reclamation Permit regulates District's treatment plant operation, discharge of treated wastewater to the Russian River, and distribution of recycled water for irrigation purposes (Order No. R1-2009-0003). The Order was issued by the North Coast Regional Water Quality Control Board (Regional Water Board) on January 29, 2009 and will expire on March 20, 2014. The permit reissuance process is predicted to occur during the spring of 2014.

A Cease and Desist Order (Order No. R1-2010-0006) was adopted on February 8, 2010, to provide enforcement relief for the District. The Cease and Desist Order includes tasks and schedules to bring the treatment plant effluent into compliance with final dichlorobromomethane and copper limits. An ultraviolet disinfection system was constructed at the treatment plant in 2012 and the effluent now complies with final dichlorobromomethane effluent limits. A Copper Water Effects Ratio study was undertaken in early 2013 and a final report was submitted to the Regional Water Board on June 20, 2013. When the Water Effects Ratio study is approved and implemented in the next permit, the effluent is projected to be in compliance with final copper effluent limits. The 2010 Cease and Desist Order will be rescinded when the new National Pollutant Discharge Elimination System permit is adopted.

SELECTION PROCESS

On April 24, 2013, District issued a Request for Qualifications for services that included assisting with the development and negotiations of National Pollutant Discharge Elimination System and Waste Discharge Requirements permits issued by the San Francisco Bay and North Coast Regional Water Quality Control Boards.

The Request for Qualifications was issued to the following nine firms and posted on District's web site: Larry Walker Associates, Inc., Davis, California; RMC Water and Environment, San Francisco, California; West Yost Associates, Davis, California; Kennedy/Jenks Consultants, Santa Rosa, California; Brelje & Race, Santa Rosa, California; GHD Inc, Santa Rosa, California; Coastland Civil Engineering Inc., Santa Rosa, California; Adobe Associates Inc., Santa Rosa, California; and Prunuske Chatham Inc., Sebastopol, California.

The following six firms submitted Statements of Qualifications: Larry Walker Associates, Inc., Davis, California; RMC Water and Environment, San Francisco, California; West Yost Associates, Davis, California; Kennedy/Jenks Consultants, Santa Rosa, California; Stantec Consulting Services Inc., Petaluma, California; and URS Corporation, Oakland, California.

All firms who responded to the Request for Qualifications met the minimum qualifications to be added to District's list of qualified firms for this work.

The following criteria were used to evaluate each firm: Responsiveness to the work requirements, evidence of specific project experience, demonstrated ability to perform the work, professional qualifications and overall performance commitment, and exceptions to agreement terms. In addition, a 5% local preference weighting was given to firms from Sonoma County.

For the District, Larry Walker Associates, Inc. (Consultant) scored the highest in response to the Statement of Qualifications and was selected given the firm's proven expertise in conducting and interacting with the San Francisco Bay and North Coast Regional Water Quality Control Boards and Consultant's extensive knowledge of California's wastewater and water reclamation regulations as they specifically apply to the District. As noted in the "Prior Board Actions," the Consultant has performed consulting services for the District under prior agreements. During the course of the prior agreements, the Consultant has acquired knowledge and expertise of the District's Permits and associated requirements, wastewater treatment plant, water reclamation facilities, as well as the expectations of staff at the Regional Board. This acquired knowledge is significant to this Agreement, given the District's pending new Permit and Water Reclamation Orders.

SERVICES TO BE PERFORMED

The District has requested technical support from Larry Walker during the permit reissuance process. Under the proposed Agreement, Consultant will provide regulatory assistance to District in negotiating the renewal of the Permit, implementing conditions of District's Permit once obtained, developing strategies to address District's compliance issues, participate with District and Regional Water Board staff with the development of water quality studies and obtaining new water reclamation requirements for District's recycled water program. The projected issues of concern include selection of appropriate

receiving water monitoring locations, compliance with land discharge specifications, and implementation of new effluent limitations for acute/chronic toxicity. A biological nutrient removal system is under construction at the treatment plant, designed to bring the treatment plant into compliance with final effluent limits for ammonia and nitrate. A new Cease and Desist Order may be required to protect the District from violations until the biological nutrient removal system is online and compliance is achieved.

After permit adoption, Consultant will assist the District with implementing National Pollutant Discharge Elimination System/Master Reclamation Permit implementation on-call regulatory advice to the District, prepare/review draft compliance reports, convey information on proposed State/Federal regulatory changes, participate in Statewide Numeric Nutrient Endpoint development, and assist the District with implementing special study requirements.

The cost of services will not exceed \$250,000; the term end date is December 31, 2018. However, for fiscal year 2013/2014 the budget includes funding for \$100,000, for two subsequent fiscal years the District's operations budget will request the necessary funding, which will cover the remainder of the term of the agreement.

Prior Board Actions:

3/1/11: Approved Second Amended Agreement for Assistance with National Pollutant Discharge Elimination System Permit Renewal between District and Larry Walker Associates, Inc. cost \$159,950; term end 6/30/15. Unanticipated tasks were required by the Regional Board that required additional work from the Consultant. All work was requested and approved by RRCSD staff.

6/22/10: Approved First Amended Agreement for Assistance with the National Pollutant Discharge Elimination System Permit Renewal between District and Larry Walker Associates, Inc. cost \$35,000; term end 6/30/15.

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

County Goal 1: Safe, Healthy, and Caring Community

This item supports community members having safe and reliable liquid waste management systems.

Water Agency Sanitation Goals and Strategies, Goal 1: Meet or exceed environmental regulations and public health standards.

| Fiscal Summary - FY 13-14 | | | |
|---------------------------|-------------------|--|-------------------|
| Expenditures | | Funding Source(s) | |
| Budgeted Amount | \$ 100,000 | Water Agency Gen Fund | \$ 0 |
| Add Appropriations Req'd. | \$ | State/Federal | \$ 0 |
| | \$ | Russian River CSD Operations Fund Fees/Other | \$ 100,000 |
| | \$ | Use of Fund Balance | \$ 0 |
| | \$ | Contingencies | \$ 0 |
| | \$ | | \$ |
| Total Expenditure | \$ 100,000 | Total Sources | \$ 100,000 |

Narrative Explanation of Fiscal Impacts (If Required):

For fiscal year 2013/2014, the budget includes funding for \$100,000. For subsequent fiscal years, the Russian River County Sanitation District (District) operations budget will request the necessary funding.

FY 2013/2014 appropriation of \$100,000 from the Operations fund.

FY 2014/2015 appropriation of \$75,000 from the Russian River CSD Operations fund will be budgeted in that fiscal year.

FY 2015/2016 appropriation of \$75,000 from the Russian River CSD Operations fund will be budgeted in that fiscal year.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

N/A.

Attachments:

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

Agreement (4 Copies)



County of Sonoma Agenda Item Summary Report

Agenda Item Number: 7

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

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

To: Board of Directors, Sonoma County Water Agency

Board Agenda Date: December 10, 2013

Vote Requirement: Majority

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

Staff Name and Phone Number:

Keenan Foster / 547-1941

Supervisory District(s):

All Districts

Title: Watershed Academics for Sustainability Collaborative (WATERS)

Recommended Actions:

Authorize Chair to execute the first amended agreement with Sonoma State University to increase agreement amount by \$204,318, expanding the scope of work to include greater collaboration opportunity across additional educational disciplines, a web-based reporting approach, and extending the agreement term by three years, for a new not-to-exceed agreement total of \$252,475, and end date of December 31, 2016.

Executive Summary:

This item requests approval for the Chair to execute the first amended agreement with Sonoma State University to increase agreement amount by \$204,318, expanding the scope of work to include greater collaboration opportunity across additional disciplines, a web-based reporting approach, and extending the agreement term by three years for a new not-to-exceed agreement total of \$252,475, and end date of December 31, 2016.

HISTORY OF ITEM/BACKGROUND

Since the founding of Sonoma State University (Sonoma State), faculty, students, and staff have been engaged in issues surrounding the regional management of water resources, energy, and sustainability. These activities have been enhanced by the campus' location on Copeland Creek.

Collaborations between Sonoma County Water Agency (Water Agency) staff and Sonoma State faculty and students have been on-going for many years. One example is the Sonoma State Plant Propagation program. Since 2003, the Water Agency has contracted with Sonoma State to develop a native-plant propagation program that served the dual purpose of providing locally-collected plant material for the Water Agency's restoration and channel maintenance projects, and promoting education and practical training for Sonoma State students.

Under these and other programs, many Sonoma State student interns have been engaged in a variety of Water Agency programs in environmental education, restoration, and contract work. Since the Water Agency periodically needs research and investigation services that improve the effectiveness of the Water Agency's stream maintenance, water supply, energy, and sanitation services, the Watershed Academics for Sustainability Collaborative (WATERS) agreement supports and builds on these existing interactions between

the Water Agency and Sonoma State.

The Water Agency and Sonoma State entered into an agreement for the WATERS Collaborative, dated June 19, 2012, in the amount of \$48,157. The continuing overarching goals of the WATERS Collaborative are to: 1) create a trained local workforce of Sonoma State graduates with knowledge, expertise, and interest in water management issues; 2) increase and broaden Sonoma State student, faculty, and staff contributions to the Water Agency's projects and programs; 3) enhance public awareness and understanding of flood protection and water management issues and the value of the WATERS Collaborative; 4) improve the effectiveness of the Water Agency's stream maintenance, water supply, energy, and sanitation activities; and, 5) support an administrative structure for the WATERS Collaborative.

The scope of work for achieving these goals includes the following tasks: 1) connecting Water Agency environmental resource and hydrologic data needs with Sonoma State research resources; 2) maintaining the website to describe and track the progress of Water Agency/Sonoma State collaborative projects; 3) continuing collaboration with the Water Agency in identifying relevant courses and watershed management projects for these courses; 4) supporting the advisory committee composed of Water Agency staff and Sonoma State staff, faculty, and student representatives to review proposals for course supplies; and, 5) hosting the annual WATERS Collaborative symposium in May to present the results of projects and research performed.

The success of the WATERS Collaborative is proportional to the number of collaborative projects benefitting the Water Agency. Increasing the quality and depth of the partnership between Sonoma State and the Water Agency should also increase the competitiveness of future grant proposals for the Copeland Creek Watershed Storm Water Detention, Groundwater Recharge, Habitat Restoration, Steelhead Refugia Project, and other watershed-related projects in Sonoma County.

To date, research implemented includes several significant studies evaluating sedimentation, vegetation management (weed control), and water quality in different reaches of the Copeland Creek Channel from the headwaters to the confluence with the Laguna de Santa Rosa. The effort in 2012 culminated in a very well-attended and supported Science Symposium where over 120 students presented their results in poster and presentation sessions. The website provides information on past and current Faculty/Student WATERS Collaborative projects (<http://www.sonoma.edu/preserves/waters/about/index.html>). This effort is anticipated to involve 1200- 1500 students over the next three years. Additionally, the WATERS Collaborative funding provides opportunities for Sonoma State to leverage additional related grant funding across many disciplines. The 2012 effort leveraged an additional \$20,000 in University and donor funding. Currently at least \$48,000 is anticipated to be sourced from the Campus, Pacific Gas and Electric, and private donors.

Based on the success of the program, Water Agency and Sonoma State staff wish to expand the scope and term of the agreement. The proposed amended agreement has a not to exceed total of \$252,475, and will terminate on December 31, 2016. Funding from this agreement will be administered by the Sonoma State University Field Stations & Nature Preserves (Preserves). The Amended Agreement will provide partial funding for Preserves staff administering this program, indirect costs, course supplies, and for the May WATERS Collaborative symposium. Under the proposed amended agreement, the scope will expand collaboration opportunities across biology, chemistry, engineering, geography, restoration ecology, plant physiology, kinesiology, liberal and performing arts. Engineering undergraduates and graduates will be involved with WATERS as part of water and atmospheric sensor development and environmental sensor network development projects which will assist with long term climate based water planning. Reporting will be accomplished through a web based reporting approach that provides a place to archive and search student and partner projects in the interest of knowledge sharing across disciplines and between governmental and non-governmental entities.. This approach to data sharing provides a significant resource to the Water Agency staff, customers, and partners supporting science driven Water

Agency initiatives. To meet the intent of the WATERS Collaborative and to consolidate related efforts (public education, stream and resource management, and environmental research) Water Agency staff recommends amending the agreement with Board approval.

1. Original Agreement: Term: 6/19/2012 to 12/31/2013; amount budgeted: \$48,157; amount expended: \$48,157. Project total: \$48,157.
2. Proposed First Amended Agreement: Term: 12/10/2013 to 12/31/2016; amount budgeted: \$204,318; Amended Agreement total: \$252,475.

SERVICES TO BE PERFORMED

Under the proposed amended agreement, Sonoma State will maintain and update the WATERS website, develop, evaluate, and identify research topics, and engage faculty and students in watershed management needs. Sonoma State will also conduct outreach to involve community members in activities and engage additional organizations to support and partner in WATERS projects.

The cost of services will not exceed \$68,106 in fiscal year 2013/2014; \$68,106 in fiscal year 2014/2015; and \$68,106 in fiscal year 2015/2016. The term end date is 12/31/2016. The Amended Agreement adds an additional \$204,318, for a new not-to-exceed proposed amended agreement total of \$252,475.

Prior Board Actions:

6/19/2012: Approved agreement between Water Agency and Sonoma State University for the WATERS Collaborative (\$48,157; term end 12/31/2013).

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

The Agreement supports the County Goal 2 by supporting an important collaborative between the Water Agency and the California State University System. Under the collaborative, Sonoma State is supporting research that addresses long term management questions, and provides a path for future County employees working in these subject areas.

Water Agency Flood Control Goals and Strategies, Goal 1: Maintain, operate, and modify flood protection facilities to meet current and future public needs.

Fiscal Summary - FY 13-14

| Expenditures | | Funding Source(s) | |
|---------------------------|------------------|--|------------------|
| Budgeted Amount | \$ -0- | Water Agency Gen Fund | \$ -0- |
| Add Appropriations Req'd. | \$ 68,104 | State/Federal | \$ -0- |
| | \$ | Laguna Mark West Zone 1A Fund - Fees/Other | \$ 68,104 |
| | \$ | Use of Fund Balance | \$ -0- |
| | \$ | Contingencies | \$ -0- |
| | \$ | | \$ |
| Total Expenditure | \$ 68,104 | Total Sources | \$ 68,104 |

Narrative Explanation of Fiscal Impacts (If Required):

Fiscal Year 2013-2014 \$68,104 is from the Laguna Mark West Zone 1A fund. Fiscal Year 2014-2015 appropriation of \$68,104 will be budgeted in that fiscal year. Fiscal Year 2015-2016, appropriation of \$68,104 will be budgeted in that fiscal year.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

None.

Attachments:

None.

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

Amended Agreement (4 Copies)



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Directors, Sonoma County Water Agency

Board Agenda Date: December 10, 2013

Vote Requirement: Majority

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

Staff Name and Phone Number:

Tim Anderson 521-6208

Supervisorial District(s):

All

Title: Consulting Services for North Coast Resource Partnership

Recommended Actions:

Authorize General Manager of the Water Agency to execute two agreements with West Coast Watershed Inc., to provide consulting services for the North Coast Resource Partnership, one agreement for \$181,346, to be fully reimbursed by the State, resulting in no cost to the Water Agency, and a second agreement for \$328,620, funded by the Water Agency; both agreements terminate on June 30, 2015.

Executive Summary:

This item requests authority for the General Manager to execute two agreements with West Coast Watershed to provide consulting services for the North Coast Resource Partnership in the amount of \$509,966; agreements terminate on June 30, 2015.

Approval of two agreements with West Coast Watershed will continue the development of the North Coast Integrated Regional Water Management Plan through June of 2015. A portion of the cost of this work, \$181,346, will be reimbursed to the Sonoma County Water Agency (Water Agency) through a grant from the State of California. Actual cost to the Water Agency is \$328,620. The State Department of Water Resources grant is being amended in 2014; changes may affect the subject Agreements. Amendment authority is necessary to update flow-through grant requirements and related tasks, if any, in the Agreements.

History Of Item / Background

The Board directed Water Agency staff to initiate development of the North Coast Integrated Regional Water Management Plan (Management Plan) on August 26, 2003. The Water Agency initially secured the services of Circuit Rider Productions, Inc. and later of West Coast Watershed, (Consultant) to support development of the Management Plan.

The prior Water Agency agreement with Consultant to perform planning and facilitate implementation of the Management Plan was approved in 2006 and subsequently amended. The agreement as amended allowed a total expenditure of \$2,115,440 over a nine-year period with \$846,000 in costs reimbursed to the Water Agency from the State of California through agreements with the management plan's fiscal administrator, the County of Humboldt.

During this period Consultant was responsible for development of the Management Plan, administration, preparation of grant applications for planning and implementation of water management projects, coordination of meetings with the policy review panel and the technical peer review panel, convening of regional conferences on integrated planning, outreach to tribal organizations for participation in the planning program, and other tasks. The effort brought together officials from seven counties including Sonoma, Mendocino, Humboldt, Del Norte, Trinity, Siskiyou and Mono counties and from tribal organizations within the region, as well as non-governmental organizations. The officials implemented plan governance under a policy review panel and implemented a technical peer review committee to review project proposals for the 19,000 square mile region.

The Management Plan policy review panel, consisting of 16 appointees from the seven county Boards of Supervisors and from Tribal governments and entities, voted in 2013 to change the name of the program to North Coast Resource Partnership (Partnership) to reflect expansion of the planning effort to include other resource goals including reduced greenhouse gas emission, increased renewable power production and regional sustainability. The panel selected Humboldt County to act as the fiscal agent for the Partnership and to oversee implementation of management plan projects throughout the seven county region. The Water Agency is responsible for planning aspects of the Partnership including administration, development of updated Management Plans and the preparation and submittal of the Management Plan grant applications to state and federal authorities.

As a result of the work conducted by Consultant the Partnership achieved the following outcomes:

1. The region secured \$41 million and was recommended for an additional \$5 million (\$46 million total) in state funding for North Coast water planning and implementation projects and regional sustainability programs. One hundred percent of the state funding available to the North Coast for the Management Plan has been secured or recommended to-date.
2. Projects located in Sonoma County including the Santa Rosa Plain groundwater management study, the Copeland Creek restoration, Santa Rosa water recycling and habitat preservation project and other local projects received more than \$9 million in state funding.
3. The Management Plan proposals consistently ranked in the top 5% statewide among funding proposals regularly scoring number one in grant proposal rankings by state officials.

Selection Process

West Coast Watershed was selected to continue this work on the Management Plan because the firm has demonstrated knowledge and experience necessary to complete the Round 3 planning process and meet near-term deadlines for grant applications due in 2014, the firm has established positive working relationships throughout the seven county region that are essential for consensus on funding decisions

and because the firm has an unmatched record of success statewide in developing the highest rated regional water plans in California. No other firms were interviewed for this work.

It should be noted that Ms. Karen Gaffney, principal in West Coast Watershed (Consultant), is also employed full time in a management position with the Sonoma County Agricultural Preservation and Open Space District (District). After review it has been determined that Ms. Gaffney's role with the District does not represent a conflict of interest under this agreement. However, in order to avoid the appearance of having a conflict of interest in this matter Ms. Gaffney has agreed in writing that she will not personally report or be paid for billable hours and expenses under this agreement nor will she receive profit from West Coast Watershed as a result of payments made to West Coast Watershed by Sonoma County Water Agency under this agreement.

Services To Be Performed

Under the proposed Agreements, the Consultant will develop the Round 3 Management Plan, prepare grant applications for planning and implementation of water management projects, coordinate meetings with the policy review panel and the technical peer review panel, make presentations of plan content at state and local meetings, and conduct outreach to tribal organizations and other entities for participation in the planning program. A complete list of tasks (in the Agreement Scope of Work) is on file with the Clerk.

The proposed agreements with Consultant for future work would continue the integrated planning effort through June 30, 2015. The work would be done under two separate agreements, one that covers work fully reimbursable from the State of California (\$181,346) and the other covers planning work that is not eligible for repayment under the state grant (\$328,620). The separate agreements allow a clear demarcation of the reimbursable work for accounting and reporting under the grant and clarity in response to any future state audit. The net, unreimbursed cost to the Water Agency for this work is \$328,620.

State funding for this work comes from statewide general obligation water bonds allocated through the California Department of Water Resources, Integrated Regional Water Management Planning Department. Additional funding has been awarded by the Strategic Growth Council and from other programs in the California Department of Water Resources.

These new agreements cover a time period that is of critical importance for the Water Agency. The state is expected to allocate the final allotment of funds under Round 3 of Proposition 84 in 2014. The North Coast is eligible to receive \$19 million from Round 3. The region will be required to solicit projects, develop a revised plan and prepare and submit a region-wide grant application for these funds to the Department of Water Resources. The state may also propose a new water bond for voter approval in 2014. Terms of the new water bond if approved by the voters are expected to include more than \$1 billion to continue the statewide integrated planning program in future years.

The prior existing agreement with Consultant would be terminated upon execution of the new agreements on file with the clerk.

| | |
|-----------------------------|---|
| Prior Board Actions: | |
| 06/09/2012 | Approval of the North Coast Integrated Regional Water Management Planning Grant Agreement Humboldt County. Payment to Water Agency: \$629,000. |
| 12/14/2010 | Approval of a revised Memorandum of Mutual Understandings for the North Coast Integrated Regional Water Management Plan. |
| 02/09/2010 | Approval of the third amended agreement with West Coast Watershed for North Coast Integrated Regional Water Management Plan services. Cost \$2,115,440; Term end 6/30/15. |

| | |
|--|--|
| Strategic Plan Alignment | Goal 2: Economic and Environmental Stewardship |
| Development of the Management Plan enables local agencies and the Water Agency to receive substantial state funding for water infrastructure and habitat restoration projects. The work ensures that local projects contribute to regional priorities for water quality, water supply and fisheries. | |
| Water Agency Organizational Goals and Strategies, Goal 2: Responsively manage Water Agency finances. | |
| Water Agency Water Supply Goals and Strategies, Goal 2: Protect the Water Agency's existing water rights and our clean, high-quality water supply, and improve system resiliency by continuing to develop alternative supplies | |

| Fiscal Summary - FY 13-14 | | | |
|----------------------------------|-------------------|--------------------------------------|------------------------|
| Expenditures | | Funding Source(s) | |
| Budgeted Amount | \$ 380,000 | Water Agency Gen Fund | \$ |
| Add Appropriations Req'd. | \$ | State Reimbursement State/Federal | \$ 181,346 \$ |
| | \$ | Fees/Other | \$ \$ 198,654 \$ |
| | \$ | Use of Fund Balance | \$ |
| | \$ | Contingencies | \$ |
| | \$ | | \$ |
| Total Expenditure | \$ 380,000 | Total Sources | \$ 380,000 |

| |
|--|
| Narrative Explanation of Fiscal Impacts (If Required): |
| Fiscal Year 2013/2014 appropriation of \$125,466 from the Russian River Projects Fund, \$42,168 from the Water Transmission Fund and \$31,020 from Zone 1A Funds. Funds are included in the Water Agency 2013/2014 budget. |
| Fiscal Year 2014/2015 appropriation of \$129,966 will be budgeted in that fiscal year. |

| Staffing Impacts | | | |
|---|---|------------------------------|------------------------------|
| Position Title (Payroll Classification) | Monthly Salary Range (A – I Step) | Additions (Number) | Deletions (Number) |
| | | | |
| | | | |
| Narrative Explanation of Staffing Impacts (If Required): | | | |
| | | | |
| Attachments: | | | |
| | | | |
| Related Items “On File” with the Clerk of the Board: | | | |
| Agreement (1 copy) | | | |

PA.JB\\FILESERVER\DATA\CL\AGENDA\AGREES\12-10-2013 WA NORTH COAST RESOURCE PARTNERSHIP_SUMM.DOCM

CF/40-0-20 WEST COAST WATERSHED (AGREE FOR CONSULTING SERVICES FOR THE NORTH COAST RESOURCE PARTNERSHIP, GRANT-FUNDED SERVICES) TW 13/14-062 (ID 4884)



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 Directors, Sonoma County Water Agency

Board Agenda Date: December 10, 2013

Vote Requirement: Majority

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

Staff Name and Phone Number:

Connie Barton / 547-1905

Supervisorial District(s):

Fourth and Fifth Districts

Title: Westside Facility Project Approval

Recommended Actions:

Adopt a resolution: 1) determining that the construction, operation, and maintenance of the Westside Facility Project and relocation of the water education program will not have a significant adverse effect on the environment; 2) approving the Initial Study and Negative Declaration of Environmental Impact; and, 3) authorizing the filing of a Notice of Determination.

Executive Summary:

This item recommends adopting a resolution: 1) determining that the construction, operation, and maintenance of the Westside Facility Project and relocation of the water education program will not have a significant adverse effect on the environment; 2) approving the Initial Study and Negative Declaration of Environmental Impact; and, 3) authorizing the filing of a Notice of Determination.

HISTORY/BACKGROUND:

Since 1981, the Sonoma County Water Agency (Water Agency) has provided a Water Education Program (Program) to public and private schools located within the Water Agency's service area in Sonoma and northern Marin counties. The Program is designed to help educators teach students the value of water as an important natural resource and to promote water conservation and stewardship of the Russian River Watershed. One component of the Program is the Field Study Program (Field Study), which currently takes place at the Water Agency's Wohler facilities for students in the fifth grade. The Field Study runs from March through May/early June, and September through October/early November of each year. It is offered Monday through Thursday and is restricted to two classes per day. The building that has been used for the Field Study is a 24' X 60' modular classroom (double wide trailer), that was obtained in 1999 as a used modular unit and is requiring frequent and on-going maintenance. The Westside Facility would relocate the Field Study to a permanent facility that can safely accommodate students while continuing to utilize the water collection facilities for the outdoor component of the Program.

The preferred project location is the result of over two decades of evaluations of other potential facility sites. Since the objective of the proposed Project is to relocate the Field Study to a facility that can safely accommodate students while continuing to utilize the nearby water collection facilities and the Russian River for the outdoor component of the Program, opportunities for potential facility sites were narrowed down to areas that would be in close proximity to the Russian River. The alternatives had to meet the needs of the existing Program, including accommodating the parking and turnaround of school buses. Other considerations included: the size of the building footprint, utilities, parking, other potential uses of the site, and, if feasible, eliminating the need to transport students by bus from the classroom facility to the Water Agency's Mirabel facilities. These construction and operational considerations, combined with limitations of other potential sites, yielded the current preferred Project location.

It is estimated that the Project's construction period would be two construction seasons between June and October beginning 2014 and ending 2015. It is anticipated that an advertisement for construction would be early spring 2014.

The Water Agency's Board of Directors approved appropriations for the Project with \$900,000 from the Water Transmission fund and \$300,000 from the General fund in the Fiscal Year 2012/2013, and \$450,000 from the Water Transmission fund and \$350,000 from the General fund in the Fiscal Year 2013/2014.

The proposed Project would be constructed on Water Agency property located at 9560 Westside Road, just west of the Wohler Bridge, adjacent to Maxwell Grove in the unincorporated area of Forestville. The 5,000 square foot building would be utilized as a classroom for the Water Agency's Field Study, a location to hold teacher workshops, and a starting location for quarterly community tours of the Water Agency's Water Transmission System. The site is currently an abandoned quarry and would be improved with environmentally sensitive architectural features, including a low profile design, low intensity lighting, water efficient landscaping, and interpretive displays. Use of the new facility building will be limited to Water Agency activities and will not affect other ongoing uses of Maxwell Grove as operated by Sonoma County Regional Parks.

California Environmental Quality Act Documentation

Water Agency staff held two public meetings to inform and to receive input from the public about the proposed Project. These meetings were held on July 10, 2012, and January 22, 2013, during the review period for the Notice of Preparation of an Initial Study. A Notice of Preparation was posted at the Sonoma County Clerks' Office. The Notice of Preparation was also posted with the California Governor's Office of Planning and Research State Clearinghouse and sent to property owners adjacent to the Project area. The review period for the Notice of Preparation was from January 9, 2013, to February 13, 2013. No comments regarding the proposed Project were received during this public review period.

An Initial Study and Negative Declaration of Environmental Impact (Initial Study) was prepared by Water Agency staff and filed with the State Clearinghouse and the Sonoma County Clerk on October 17, 2013. The Initial Study determined that there is no substantial evidence that the Project would have an adverse impact upon the environment and therefore, no mitigation is required. A notice announcing the availability of the Initial Study for public review was sent to landowners adjacent to the Project area. The review period for the Initial Study was from October 17, 2013, to November 22, 2013. No comments regarding the proposed Project were received during this public review period.

The Water Agency applied for a Use Permit with the Sonoma County Permit and Resource Management Department (Resource Management Department) on May 6, 2013. Resource Management Department has determined that the Project is consistent with the Sonoma County General Plan.

Water Agency staff has completed environmental documentation in accordance with the California Environmental Quality Act, the State California Environmental Quality Act Guidelines, and the Water Agency's Procedures for the Implementation of the California Environmental Quality Act for the Project. The Initial Study and Notice of Determination are on file with the Clerk of the Board.

Water Agency staff recommends adoption of a resolution determining that the Project will not have a significant adverse effect on the environment, approval of the Initial Study and Negative Declaration of Environmental Impact, and authorization to file the Notice of Determination.

Prior Board Actions:

10/09/2012: Executed the Agreement for Architectural Services for Westside Multiuse Facility with Quattrocci Kwok Architects (\$100,000).

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

This item supports Goal 2 by supporting community events and educational programs that promote a clean, sustainable water supply, a healthy fish population, a diverse and healthy environment, and demonstrates the County's continuing commitment to environmental stewardship.

Water Agency Organizational Goals and Strategies, Goal 3: Increase outreach to community and employees.

Fiscal Summary - FY 13-14

| Expenditures | | Funding Source(s) | |
|---------------------------|---------------|-----------------------|---------------|
| Budgeted Amount | \$ -0- | Water Agency Gen Fund | \$ -0- |
| Add Appropriations Req'd. | \$ -0- | State/Federal | \$ -0- |
| | \$ | Fees/Other | \$ -0- |
| | \$ | Use of Fund Balance | \$ -0- |
| | \$ | Contingencies | \$ -0- |
| | \$ | | \$ |
| Total Expenditure | \$ -0- | Total Sources | \$ -0- |

Narrative Explanation of Fiscal Impacts (If Required):

None.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

None.

Attachments:

Resolution (R1)

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

Initial Study and Negative Declaration of Environmental Impact (1 Copy); Notice of Determination (1 Copy)

DT: \\fileserver\Data\CL\Agenda\misc\12-10-2013 WA Westside Facility Project
Approval_summ.docm

CF/0-85-2 Westside Facility on Wohler Road (ID 4311)



County of Sonoma

State of California

Date: December 10, 2013

Item Number: _____

Resolution Number: _____

Santa Rosa, CA 95403

4/5 Vote Required

Resolution Of The Board of Directors Of The Sonoma County Water Agency, State Of California: 1) determining that the Westside Facility Project will not have a significant adverse effect on the environment; 2) approving the initial study and Negative Declaration of Environmental Impact; and, 3) authorizing the filing of a Notice of Determination. (Fourth and Fifth Districts)

Whereas, the Sonoma County Water Agency, as Lead Agency for the Westside Facility Project, prepared an Initial Study in accordance with the California Environmental Quality Act, State California Environmental Quality Act Guidelines, and the Sonoma County Water Agency's Procedures for the Implementation of the California Environmental Quality Act, which discloses the potential environmental impacts of constructing the Westside Facility Project at the Sonoma County Water Agency's property on Westside Road west of the Wohler Bridge; and

Whereas, the Sonoma County Water Agency proposes to construct a new facility to be utilized as a classroom for the Sonoma County Water Agency's Field Study Program, a location to hold teacher workshops, and a starting location for quarterly community tours of the Sonoma County Water Agency's Water Transmission System; and

Whereas, the construction and maintenance of the Westside Facility Project would not have a significant adverse effect on the environment; and

Whereas, the Sonoma County Water Agency has prepared a Notice of Determination in accordance with the California Environmental Quality Act, State of California Environmental Quality Act Guidelines, and the Sonoma County Water Agency's Procedures for the Implementation of the California Environmental Quality Act; and

Whereas, the Board of Directors has considered the environmental impacts of the Westside Facility Project as shown in the Initial Study prepared by the Sonoma County Water Agency.

Now, Therefore, Be It Resolved that the Board of Directors of the Sonoma County Water Agency finds, determines, and certifies as follows:

1. All of the above recitals are true and correct.
2. The Negative Declaration was prepared, noticed, made available for public review in accordance with all procedural and substantive requirements of the California Environmental Quality Act and the State California Environmental Quality Act Guidelines. The Negative Declaration represents a good faith effort to achieve completeness and full environmental disclosure for the Westside Facility Project. The Board of Directors finds that there is no substantial evidence in the record that any environmental impact that might arguably be anticipated to occur as a result of the Westside Facility Project has not been examined in the Negative Declaration.
3. The Board of Directors certifies that it has reviewed and considered the Negative Declaration, no comments were received during the public review process, prior to reaching its decision on the proposed Westside Facility Project.
4. The Negative Declaration determines that no environmental impacts will occur as a result of the Westside Facility Project that are potentially significant. The Board of Directors concurs with the Negative Declaration's determinations and finds that there is no substantial evidence in the record to support a contrary conclusion.
5. The Negative Declaration for the Westside Facility Project, as submitted by the Sonoma County Water Agency's General Manager, is hereby adopted.
6. The Westside Facility Project is hereby approved and the Sonoma County Water Agency's General Manager is hereby authorized and directed to file a Notice of Determination with the Sonoma County Clerk in conformance with the provisions of the California Environmental Quality Act.

Directors:

| | | | | |
|--------|-------|----------|-----------|----------|
| Gorin: | Zane: | McGuire: | Carrillo: | Rabbitt: |
| Ayes: | Noes: | Absent: | Abstain: | |

So Ordered.



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 10

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

To: Board of Directors, Sonoma County Water Agency

Board Agenda Date: December 10, 2013

Vote Requirement: 4/5

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

Staff Name and Phone Number:

Steve Shupe (707) 565-3950
Grant Davis (707) 547-1911

Supervisorial District(s):

Majority

Title: Regional Water Management Services

Recommended Actions:

Authorize the General Manager to execute Legal Services Agreement with Water and Power Law Group (with approved subcontractor Bluewater Strategies) for legal and consulting services to develop strategies to resolve conflicts among regional water supply and fisheries interests (total contract amount of \$310,000, agreement terminates June 30, 2016).

Executive Summary:

This item requests the General Manager be authorized to execute a Legal Services Agreement with Water and Power Law Group (with approved subcontractor Bluewater Strategies) for legal and consulting services to develop strategies to resolve conflicts among regional water supply and fisheries interests.

The Sonoma County Water Agency has long recognized the importance of working with and developing relationships among different groups having an interest in regional water resources. Understanding these diverse interests and finding pragmatic solutions to water-related issues is critical to the future economic and environmental security of Sonoma County and the region.

One of the most difficult issues involves balancing the habitat needs of listed salmonid species against the water supply needs of agricultural, recreational, and municipal users, particularly those who rely on diversions from the Russian River north of its confluence with Dry Creek. These users depend on water supply releases from Lake Mendocino, which in turn is partially fed by releases from PG&E's Potter Valley Project. The amount of water available in Lake Mendocino for Russian River water supply and fisheries needs in the future will be affected by a number of factors, including the State Water Resources Control Board's decision on the Water Agency's pending application to change minimum Russian River instream flow requirements; possible changes in the U.S. Army Corps of Engineers rules for Lake Mendocino flood control operations; changes to PG&E's Federal Energy Regulatory Commission (FERC) license for the Potter Valley Project, which expires in 2022 (which could affect the amount of water flowing into Lake Mendocino); the success of efforts by the Water Agency to improve habitat for listed species in the region; the impacts of climate change on inflows into Lake Mendocino and on water

use; and the success of efforts to reduce water use and coordinate water diversions by agriculture and municipal users on the upper Russian River.

To assist Water Agency staff to foster dialogue among these competing interests and to develop a strategy to master these upcoming challenges, Water Agency staff wishes to engage the services of the Water and Power Law Group, headed by Richard Roos-Collins, to work with staff and Water Agency counsel. Mr. Roos-Collins is known throughout the state for his thorough, professional, effective, and pragmatic work, primarily on behalf of environmental groups, in matters relating to water rights, FERC licensing proceedings, and other matters affecting fishery habitat, and is familiar with the North Coast region. The Power and Water Law Group will subcontract with Jonathan Birdsong of Bluewater Strategies to assist Mr. Roos-Collins and Water Agency staff. Mr. Birdsong is an expert in energy, natural resources and agriculture policy, and served as an aide to Congressman Mike Thompson for 8 years. He has an in-depth understanding of the issues and the interests that are most important to engage in order to produce a “win-win” outcome for the region.

Because Mr. Roos-Collins and Mr. Birdsong have specific, unique knowledge, expertise, and qualifications, the Water Agency’s General Manager recommends retaining them on a “sole source” basis without going through a competitive “request for proposals” process. Mr. Roos-Collins is an expert in the areas of water rights, fisheries enhancement and protection, and FERC licensing procedures. Because of his longstanding representation of environmental groups and his reputation for seeking negotiated, consensual solutions to situations in which water supply and environmental goals conflict, he will be an asset to the Water Agency in finding common ground among divergent interests. Similarly, Mr. Birdsong has a unique, extensive, and broad understanding of the needs and goals of competing interests in the North Coast region, and of the particular individuals and groups that the Water Agency will need to engage. This kind of “on the ground” knowledge of the political and policy terrain in the region – particularly in areas outside of Sonoma County -- will be a critical asset to the Water Agency as it prepares to meet the water supply, fisheries, and environmental challenges of the next decade. Because of these special skills, and talents, the Water Agency General Manager recommends approval of the proposed contract.

Under the proposed agreement, Mr. Roos-Collins will be paid at his customary hourly rate for public agencies (\$300 per hour), and Bluewater Strategies will be paid a retainer of \$6,000 per month, which may be adjusted if necessary by the Board to account for the actual level of work performed. Because Mr. Roos-Collins previously represented California Trout, an organization that was adverse to the Water Agency and the County in the FERC relicensing proceeding for the Potter Valley Project that terminated in 2004, County Counsel evaluated whether the retention of Mr. Roos-Collins could raise conflict-of-interest concerns. A conflict of interest disclosure and waiver has been prepared by County Counsel and Mr. Roos-Collins and agreed to by California Trout and Water Agency staff. Mr. Roos-Collins has agreed that Power and Water Law Group will not represent California Trout, or any other client, in the future Potter Valley Project relicensing proceeding at FERC. The disclosure also notes that other matters on which Mr. Roos-Collins may work for the Water Agency (in the areas of fisheries, renewable power development, and water rights) involve only potential conflicts with the interests of Cal Trout. Finally, the disclosure states that Mr. Roos-Collins will implement an “ethical wall” as necessary to ensure that any confidential information received from the Water Agency during the course of representation is protected. Given these representations, County Counsel concludes that the retention of the Water and Power Law Group raises only potential conflict of interest concerns, and has agreed to a waiver of such conflicts in order to allow Mr. Roos-Collins to represent the Water Agency.

| | | | |
|--|---|---|------------------------------|
| Prior Board Actions: | | | |
| None. | | | |
| Strategic Plan Alignment | | Goal 2: Economic and Environmental Stewardship: Will assist in the development of strategies for water supply management that will meet both environmental and economic needs of the County and region. | |
| Water Agency Organizational Goals and Strategies, Goal 4: Ensure that organizational culture emphasizes information sharing and collaboration. | | | |
| Fiscal Summary - FY 13-14 | | | |
| Expenditures | | Funding Source(s) | |
| Budgeted Amount | \$ 70,000 | | \$ |
| Add Appropriations Req'd. | \$ | State/Federal | \$ |
| | \$ | Fees/Other | \$ 70,000 |
| | \$ | Use of Fund Balance | \$ |
| | \$ | Contingencies | \$ |
| | \$ | | \$ |
| Total Expenditure | \$ | Total Sources | \$ |
| Narrative Explanation of Fiscal Impacts (If Required): | | | |
| Funds for this contract are included in the Agency's Water Supply – Russian River Projects FY 13-14 Budget. \$70,000 is estimated to be spent in FY 13-14 and approximately \$120,000 per year in future years of the term of the agreement. | | | |
| Staffing Impacts | | | |
| Position Title (Payroll Classification) | Monthly Salary Range (A – I Step) | Additions (Number) | Deletions (Number) |
| | | | |
| | | | |
| Narrative Explanation of Staffing Impacts (If Required): | | | |
| | | | |
| Attachments: | | | |
| None. | | | |
| Related Items "On File" with the Clerk of the Board: | | | |
| Draft Agreement | | | |



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 Board of Directors, Sonoma Valley County Sanitation District

Board Agenda Date: December 10, 2013

Vote Requirement: Majority

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

Staff Name and Phone Number:

Kevin Campbell 547-1921

Supervisorial District(s):

First and Second

Title: Grant of Property Rights to Sonoma Marin Rail Transit District on McDowell Creek and Purchase and Acceptance of Easement for Napa Salt Marsh Pipeline Project

Recommended Actions:

1. Authorize the Chair to execute a Purchase Agreement, Grant Deed, and License Agreement with the Sonoma Marin Area Rail Transit District for the granting of portions of the Water Agency fee property and a temporary construction easement and to execute such other documents and take such other actions necessary to close transaction;
2. Authorize the General Manager to execute Agreements for Purchase and Sale of Property Rights with the Sonoma Marin Area Rail Transit District for the Napa Salt Marsh Pipeline Project;
3. Authorize General Manager to accept easements and to execute such other documents and take such other actions necessary to close purchase transaction and acquire the easement required for the Sonoma Valley County Sanitation District Napa Salt Marsh Restoration Pipeline Project;
4. Authorize the General Manager to file a Notice of Determination in accordance with the California Environmental Quality Act.

Executive Summary:

This item involves the granting of a portion of fee property and a temporary construction easement by the Sonoma County Water Agency (Water Agency) to allow the Sonoma Marin Area Rail Transit District (SMART) to construct improvements relating to their Petaluma Channel Track Realignment Project (Project). The Water Agency owns certain real property (Sonoma County Assessor's Parcel Number 005-060-061) within which the Water Agency maintains and operates the McDowell Creek Channel Improvement (Flood Control Channel). In exchange, the SMART has agreed to grant the Sonoma Valley County Sanitation District a permanent easement over a portion of SMART's real property (Napa County Assessor's Parcel Numbers 047-320-009 and 047-320-010) for the Napa Salt Marsh Pipeline Project (Project).

History of Item/Background:

SMART acquisition from Water Agency:

The Water Agency owns and operates the Flood Control Channel that runs adjacent to and contiguous with the SMART Right-of-Way. SMART is proposing to realign their track to facilitate installation of a new bridge crossing over the Petaluma Channel. SMART has requested that the Water Agency grant a portion of the Water Agency's McDowell Creek Channel property, together with a License Agreement, that will allow SMART to construct their proposed improvements. The SMART property to be acquired by SMART is shown in the attached Exhibit A-1.

SMART prepared an appraisal for just compensation of the property rights proposed to be acquired by SMART. The appraisal established just compensation at \$2,600. Water Agency staff reviewed the appraisal and agreed with SMART's opinion of value for just compensation for the grant of fee property and temporary construction easement. Typically, Water Agency staff is of the opinion that in addition to the value of the fee property and temporary construction easement that SMART should reimburse the Water Agency for the cost to execute the Right-of-Way contract; however, SMART has agreed to waive their cost to execute a permanent easement to the Sanitation District for the Napa Salt Marsh Pipeline Project.

SMART has completed environmental documentation in accordance with the California Environmental Quality Act for the Project. SMART prepared an Environmental Impact Report/Environmental Impact Statement, which addresses the potential impacts related to the Project and measures to mitigate adverse effects of the Project. With the incorporation of the mitigation measures established by SMART, the Project would not have an adverse impact on the environment. SMART approved the Sonoma-Marin Area Rail Transit Project on July 21, 2006. SMART filed a Notice of Determination for the Project on July 21, 2006. The easement also has met all the requirements of Government Code, Section 65402, for General Plan consistency.

The Water Agency has prepared a Notice of Determination in accordance with the California Environmental Quality Act, the State California Environmental Quality Act Guidelines, and the Water Agency's Procedures for the Implementation of the California Environmental Quality Act as a responsible agency under the California Environmental Quality Act. The Notice of Determination states that based on the Environmental Impact Report/Environmental Impact Statement prepared by SMART, the execution of the grant deed and temporary construction easement would not have a significant adverse impact on the environment.

Section 9 of the Agency Act states that the Water Agency may convey an easement to other public agencies, by a four-fifths vote of the Board, after the Board has considered such conveyance as a scheduled agenda item at not less than two of its regularly scheduled meetings. However, where, as here, conveyance to another public agency is proposed to be made in lieu of the institution of eminent domain proceedings against the Water Agency, the conveyance may be made without following the usual statutory procedures. Conveyance under Section 9 of the Agency Act would be appropriate in any event, as the conveyance of the property will not adversely affect the Water Agency in any respect.

Sonoma Valley County Sanitation District acquisition from SMART:

The Sonoma Valley County Sanitation District (Sanitation District) constructed approximately three and one half miles of pipeline to deliver water from the terminus of the existing Sanitation District pipeline to the recycled water discharge location at the salt ponds for salinity reduction and habitat restoration project on the Napa River Unit of the Napa-Sonoma Marshes State Wildlife Area in Napa, Sonoma, and Solano Counties. All but 1,000 feet of the pipeline was constructed in Napa County. The Project provides tertiary-treated recycled water in order to slowly dilute and discharge water from the bittern ponds. Desalination of the bittern ponds is anticipated to take between 10 and 15 years depending on the volume of freshwater available. Following the desalination of the bittern ponds, the recycled water from the Sanitation District's Treatment Plant would be used for agricultural irrigation adjacent to the pipeline alignment and potentially for maintenance of freshwater wetlands in the area if desired by the California Department of Fish and Game.

The Sanitation District acquired all the requisite property rights for the pipeline with the exception of a permanent easement from SMART. The proposed easement from SMART is shown in the attached Exhibit A-2. The Sanitation District's Board previously authorized the General Manager to execute an Agreement for Purchase and Sale of Property Rights and accept an easement from SMART; however, SMART is now requiring that the Sanitation District execute an easement deed in a form different than that provided to and authorized by the Sanitation District Board for the General Manager to execute.

The purchase cost for the Sanitation District acquisition and any cost for closing of the acquisition were budgeted for in the Fiscal Year 2013-2014 budget.

The Water Agency, as the Lead Agency pursuant to the California Environmental Quality Act, prepared an Environmental Impact Report for the North San Pablo Bay Restoration and Reuse Project, which included the Napa Salt Marsh Restoration Pipeline Project, and which disclosed the potential environmental impacts of the Project, and determined that the Project was consistent with all affected County General Plans. On December 8, 2009, the Board of Directors of the Sonoma County Water Agency certified the Environmental Impact Report and made certain finding in connection therewith. On August 21, 2012, the Board of Directors of the Sanitation District adopted the Environmental Impact Report for the Sanitation District's Napa Salt Marsh Restoration Sanitation Project, approved the Project, and filed a Notice of Determination for the Project.

Prior Board Actions:

12/11/12 Board Agenda Item Number 17, Napa Salt Marsh Pipeline Project – Purchase and Acceptance of Easements

Strategic Plan Alignment Goal 3: Invest in the Future

Item supports County goal of investing in the future by providing the SMART with Right of Way needed to improve existing infrastructure to provide high-speed commuter rail between Marin and Sonoma Counties.

Water Agency Flood Control Goals and Strategies, Goal 1:

Maintain, operate, and modify flood protection facilities to meet current and future public needs.

Fiscal Summary - FY 13-14

| Expenditures | | Funding Source(s) | |
|---------------------------|-----------------|--------------------------|-----------------|
| Budgeted Amount | \$ 2,000 | Water Agency Gen Fund | \$ |
| Add Appropriations Req'd. | \$ | State/Federal | \$ |
| Zone 2A Property | \$ 2,600 | Fees/Other | \$ 2,000 |
| | \$ | Use of Fund Balance | \$ |
| | \$ | Contingencies | \$ |
| | \$ | SMART | \$ 2,600 |
| Total Expenditure | \$ 4,600 | Total Sources | \$ 4,600 |

Narrative Explanation of Fiscal Impacts (If Required):

The value of the fee property and temporary construction easement to be granted to the Sonoma Marin Area Rail Transit District was appraised at \$2,600. This revenue will be deposited to Flood Control Zone 2A Fund (673202). The value of the permanent easement to be acquired from the Sonoma Marin Area Rail Transit District was appraised at \$2,000. Expenses for the permanent easement acquisition is available from appropriations in the Sonoma Valley County Sanitation District Operations Fund (653105). Typically the Water Agency would request that the agency requesting the property rights (in this case the Sonoma Marin Area Rail Transit District) reimburse the Water Agency's cost to process the property request in addition to the appraised value of the property rights; however, the Sonoma Marin Area Rail Transit District has agreed to grant the Sonoma Valley County Sanitation District a permanent easement for a portion of the Napa Salt Marsh Pipeline and waive their processing cost for the granting of the permanent easement.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

Exhibit A-1; Exhibit A-2

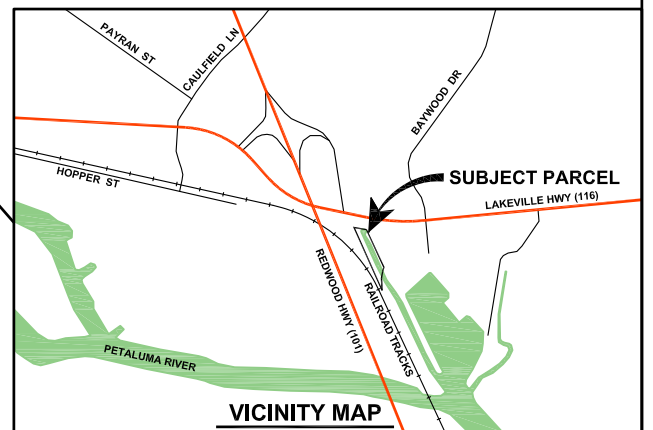
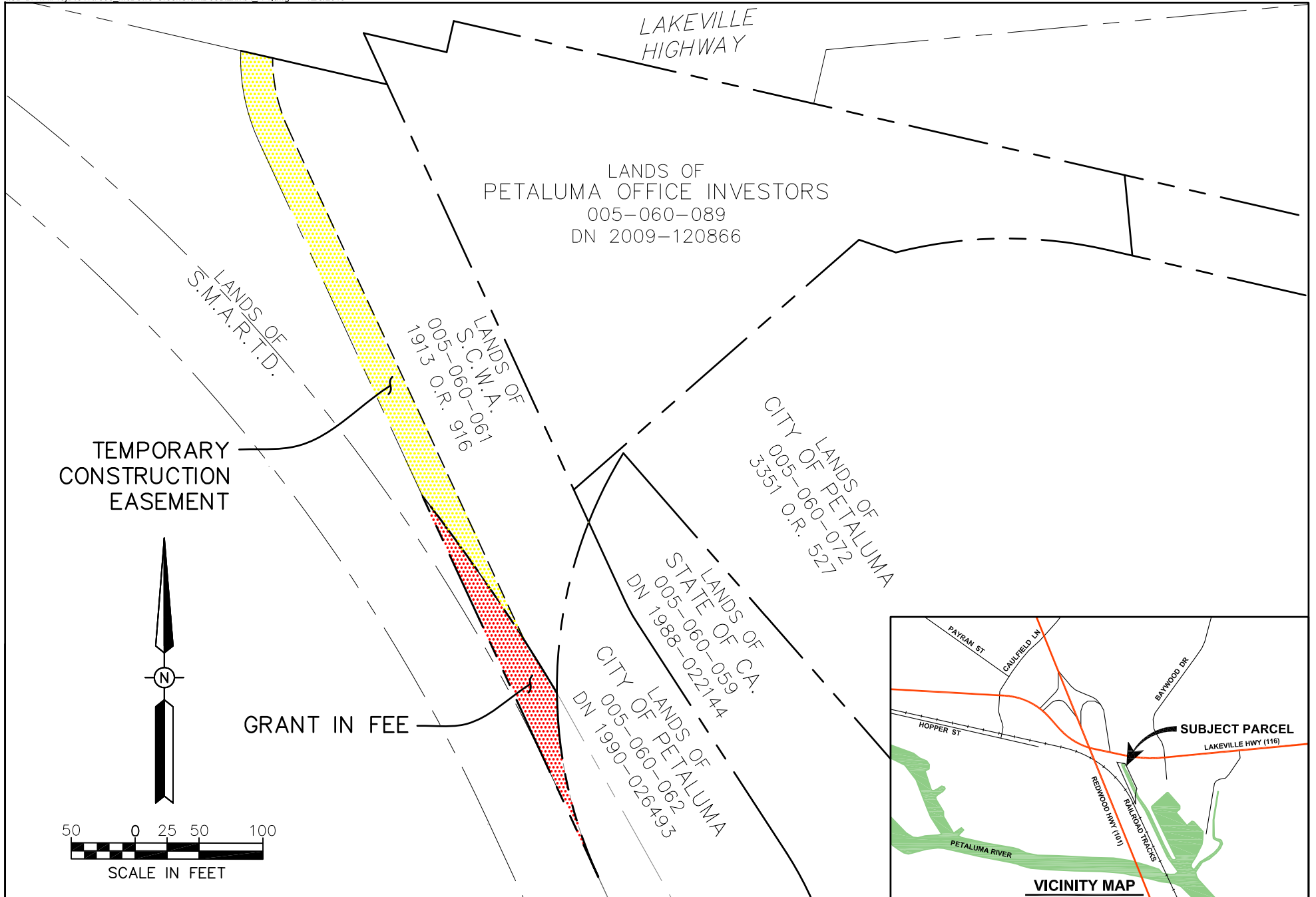
Related Items "On File" with the Clerk of the Board:

1) SMART Purchase Agreement (4 Copies); 2) SMART Grant Deed (3 Copies); 3) SMART License

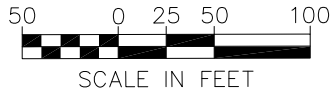
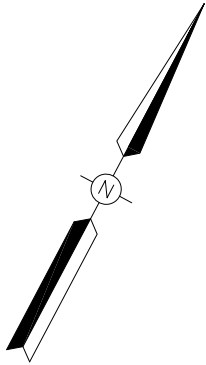
Agreement (3 Copies); 4) Sanitation District Purchase Agreement (1 Copy); 5) Sanitation District Easement Deed (1 Copy); 6) Water Agency Notice of Determination (1 Copy).

JBPA\\FILESERVER\\DATA\\CL\\AGENDA\\ROW\\12-10-2013 WA GRANT
OF PROPERTY RIGHTS TO SMART_SUMM.DOCM

ROW/SVCSD NAPA SALT MARSH RESTORATION PIPELINE PROJECT/SONOMA-MARIN AREA RAIL TRANSIT DISTRICT
(SMART)/70-12-4 /FILE ID 4155
ROW/MCDOWELL CREEK/SCWA TO SONOMA-MARIN AREA RAIL TRANSIT DISTRICT (SMART)/2-7-4 /FILE ID 477



GRANT OF PROPERTY RIGHTS TO SONOMA MARIN AREA RAIL TRANSIT DISTRICT
McDOWELL CREEK
 GRANT DEED AND TEMPORARY CONSTRUCTION EASEMENT



A.P.N. 047-320-027
 NAPA BIGHORN VINEYARDS, LLC.
 DOC. 2000-0024487

STA. 262+85.7 E.C.
 P.M. 42.1992

POINT OF TERMINUS

A.P.N. 047-320-010
 S.M.A.R.T.D.
 DOC. 2004-0007667 (81 DEEDS 383)

A.P.N. 047-320-009
 S.M.A.R.T.D.
 DOC. 2004-0007667 (57 DEEDS 461)

A.P.N. 047-320-009
 S.M.A.R.T.D.
 DOC. 2004-0007667 (42 DEEDS 62)

PARCEL 7490-09

20' (WIDE)
 1,706 SQ. FT. (0.036 AC.) ±

N28°52'05"W
 113.71'

(S63°26'46"W) R1
 14.82'
 (S63°36'42"W)

POINT OF BEGINNING
 POINT OF COMMENCEMENT
 FND. 3/4" REBAR PER R1

STA. 260+75.7 E.C.
 P.M. 42.1991

A.P.N. 048-010-003
 STATE OF CALIFORNIA (DFG)
 1381 O.R. 352

(S00°01'00"W) 2356.71'
 (S00°01'00"W) 2357.07'
 (S00°01'00"W) 2356.71'
 (S00°01'00"W) 2357.07'

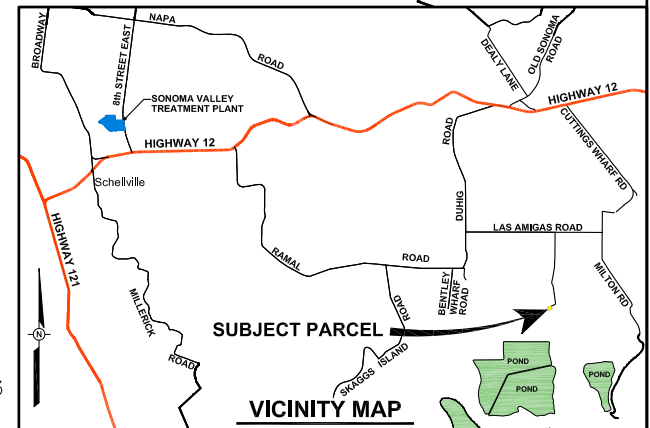
A.P.N. 048-020-015
 STATE OF CALIFORNIA (DFG)
 1350 O.R. 42

A.P.N. 048-010-004
 STATE OF CALIFORNIA (DFG)
 DOC. 1994-029162

FND. 3/4" REBAR PER R1

R1 = RECORD OF SURVEY
 BOOK 395 MAPS PG. 38-43

COUNTY OF NAPA - ROAD EASEMENT & P.U.E.
 961 O.R. 733



**SONOMA VALLEY COUNTY SANITATION DISTRICT
 NAPA SALT MARSH RESTORATION PIPELINE
 ACCEPTANCE OF EASEMENTS FROM SMART**

**EXHIBIT
 A-2**



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 and all County Sanitation Districts

Board Agenda Date: December 10, 2013

Vote Requirement: Majority

Department or Agency Name(s): Sonoma County Water Agency and all County Sanitation Districts

Staff Name and Phone Number:

Ellen Simm / 521-1809

Supervisory District(s):

All

Title: Laboratory Testing and Monitoring Services

Recommended Actions:

Authorize Chair to execute an agreement with Alpha Analytical Laboratories, Inc. to provide laboratory testing and monitoring services for the amount of \$1,200,000; agreement terminates on March 31, 2017.

Executive Summary:

This item requests approval for the Chair to execute an agreement with Alpha Analytical Laboratories, Inc., for laboratory testing and monitoring services through March 31, 2017.

HISTORY OF ITEM/BACKGROUND

The Sonoma County Water Agency, Occidental County Sanitation District, Russian River County Sanitation District, Sonoma Valley County Sanitation District, and South Park County Sanitation District (Water Agency) must comply with various monitoring and testing requirements issued by the United States Environmental Protection Agency, the State of California Department of Health Services, the North Coast Regional Water Quality Control Board, and the San Francisco Bay Regional Water Quality Control Board for drinking water, storm water, wastewater, industrial waste, and landfill analysis for sludge. In addition, the Water Agency is required to perform estuary water quality monitoring pursuant to North Coast Regional Water Quality Control Board and the California Coastal Commission requirements, and Temporary Urgency Change Petition water quality monitoring on the mainstem Russian River pursuant to State Water Resources Control Board requirements.

SELECTION PROCESS

On September 9, 2013, the Water Agency issued a Request for Qualifications to the following seven firms: Alpha Analytical Laboratories Inc., Ukiah, California; Brelje and Race, Santa Rosa, California; Caltest, Napa, California; Analytical Sciences, Petaluma, California; Environmental Technical Services, Petaluma, California; Forensic Analytical Laboratories, Inc., Hayward, California; and Frontier Analytical Laboratory, El Dorado Hills, California.

Alpha Analytical Laboratories Inc. and Frontier Analytical Laboratory submitted Statements of Qualifications.

The following criteria were used to evaluate each firm: 1) responsiveness to the work requirements; 2) professional qualifications and overall performance commitment; 3) demonstrated ability to perform the work in accordance with good practices common to the industry; 4) demonstrated flexibility in pickup schedules; and 5) exceptions to agreement terms.

Alpha Analytical Laboratories Inc. (Consultant) was selected to perform the work because this firm is able to provide laboratory services (courier services and a wide variety of testing) for Water Agency seven days a week. The Water Agency has many different routine regulatory tests (weekly, monthly, quarterly, annually) that cannot be performed within the Water Agency's in-house Laboratories. The Water Agency also is subject to regulatory requirements that necessitate sampling during off-hours, including storm event sampling, sampling during treatment plant failures, and any emergency situation requiring immediate analysis. These non-scheduled "special" sampling events occur often. Consultant is able to provide the staff needed to accommodate these emergencies in addition to performing the routine tests. Consultant has been under contract with the Water Agency since 1999 and its previous work has been exemplary. Consultant's professionalism and continued commitment to the Water Agency is outstanding.

SERVICES TO BE PERFORMED

Under the proposed agreement, the Consultant will provide laboratory testing and monitoring services for drinking water, storm water, wastewater, surface water (estuary), and industrial waste, landfill analysis for sludge, and related services.

The cost of services will not exceed \$400,000 in fiscal year 2013/14, \$400,000 in fiscal year 2014/15, and \$400,000 in fiscal year 2015/16; the term end date is March 31, 2017. The total agreement will not exceed \$1,200,000.

Prior Board Actions:

- 12/13/11 Approved agreement between Sonoma County Water Agency, Occidental, Russian River, Sonoma Valley and South Park County Sanitation Districts and Alpha Analytical Laboratories, Inc. for Laboratory Testing and Monitoring Services. Cost \$900,000; term end December 31, 2013.
- 08/26/08 Approved agreement between Sonoma County Water Agency, all Sanitation Districts and Alpha Analytical Laboratories, Inc.
- 08/02/05 Approved agreement between Sonoma County Water Agency, all Sanitation Districts and Alpha Analytical Laboratories, Inc.

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

Ensure that community members have access to clean water and a safe and reliable waste management system.

Water Agency Sanitation Goals and Strategies, Goal 1: Meet or exceed environmental regulations and public health standards.

Fiscal Summary - FY 13-14

| Expenditures | | Funding Source(s) | |
|---------------------------|-------------------|--------------------------|-------------------|
| Budgeted Amount | \$ 400,000 | Water Agency Gen Fund | \$ 0 |
| Add Appropriations Req'd. | \$ | State/Federal | \$ 0 |
| | \$ | Fees/Other | \$ 400,000 |
| | \$ | Use of Fund Balance | \$ |
| | \$ | Contingencies | \$ |
| | \$ | | \$ |
| Total Expenditure | \$ 400,000 | Total Sources | \$ 400,000 |

Narrative Explanation of Fiscal Impacts (If Required):

FY 13/14 costs already included in budget: \$400,000. FY 14/15 budget: \$400,000. FY 15/16 budget: \$400,000. Total contract amount: \$1,200,000. Contract term through March 31, 2017.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

N/A.

Attachments:

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

Agreement (4 Copies)



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: Boards of Directors, Sonoma County Water Agency and all County Sanitation Districts

Board Agenda Date: December 10, 2013

Vote Requirement: Majority

Department or Agency Name(s): Sonoma County Water Agency, and all County Sanitation Districts

Staff Name and Phone Number:

Anjenette Hayre / 521-1830

Supervisorial District(s):

All

Title: Maintenance for Electrical Lines and Generators

Recommended Actions:

Authorize Chair to execute agreements with: 1) Pacheco Utility Line Builders, Inc, to provide inspection, maintenance, and emergency services for electrical power lines for the amount of \$240,000; agreement terminates on 12/31/17; 2) Leete Generators to provide inspection, maintenance, and emergency services for small generators for the amount of \$75,000; agreement terminates on 7/31/18; and 3) Peterson to provide inspection, maintenance, and emergency services for larger generators for the amount of \$90,000; agreement terminates on 7/31/18.

Executive Summary:

This item requests approval for Chair to execute three Agreements for Inspection, Maintenance, and Emergency Services for Electrical Lines and Generators. The not-to-exceed total for three agreements is \$405,000.

HISTORY OF ITEM/BACKGROUND

Power Line Maintenance

The power lines located at the Russian River Pumping Plant Facilities provide the Sonoma County Water Agency (Water Agency) with the power source required to deliver water to its customers. The power lines located at Warm Springs Dam Hydroelectric Plant are used to deliver the power generated from the hydroelectric facility to Pacific Gas and Electric's interconnection point. The Water Agency owns a total of 4 miles of power lines.

Under the proposed agreement, Pacheco Utility Line Builders, Inc. (Pacheco) will perform the electrical power line maintenance and repair services on a routine basis. In addition, the agreement will commit Pacheco to a response time of six hours during emergency outages. The routine inspections, maintenance, recommendations, repairs, and emergency services that will be rendered by Pacheco, will reduce the risk that the Water Agency's water transmission facilities will lose power.

Generator Maintenance

Generators located throughout Sonoma County provide the Water Agency with standby power generation for water and wastewater facilities and office buildings.

Under the two proposed agreements, Leete Generators (Leete) and Peterson Power Systems, Inc. (Peterson) will perform generator inspection, maintenance, and repair services on a routine basis. The agreement with Leete provides service for smaller units (approximately 30 units, under 500 kilowatts) and the agreement with Peterson provides service for larger units (approximately 10 units, over 500 kilowatts). The routine inspections, maintenance, recommendations, repairs, and emergency services rendered by Leete and Peterson will ensure emergency power is available to facilities when utility power is lost.

SELECTION PROCESS

Electrical Line Maintenance

In August 2013, the Water Agency and its affiliated sanitation districts sent a Request for Qualifications to four firms and posted the solicitation on the Water Agency's website. Pacheco Utility Line Builders, Inc of Menlo Park responded to the solicitation with a statement of qualifications and hourly rates. The project manager made follow-up calls to the other three firms (Pacific, Gas and Electric Company, Hot Line Construction, and Contra Costa Electric Company) and determined the other firms were not available for this project. After review of its qualifications and proposal, Pacheco was selected to be the service provider for this agreement

Pacheco is already familiar with the project as a result of its past work with the Water Agency. Pacheco's team of certified personnel has a great deal of experience in construction and maintenance of electrical overhead/underground high voltage power line work and are members of International Brotherhood of Electrical Workers and the National Electrical Contractors Association. Pacheco proposed a reasonable emergency response schedule and has specialized equipment necessary for the tasks required. Pacheco has performed well in the past on the maintenance, inspection and emergency repairs for the Water Agency.

Generator Maintenance

In August 2013, the Water Agency and its affiliated sanitation districts sent a Request for Qualifications to three firms and posted the solicitation on the Water Agency's website. Leete Electric from Santa Rosa, Peterson Power Systems from Santa Rosa, and California Generator Service, Inc. from San Leandro, responded to the solicitation with statements of qualifications and hourly rates. After review of qualifications, two qualified generator maintenance service providers were selected based on their distinct areas of expertise. Leete was selected to provide service for smaller generators based on their certifications, diverse experience, and familiarity with the project; Peterson was selected to provide service for larger units based on familiarity with Water Agency's equipment, as well as their, certifications, response time and expertise.

SERVICES TO BE PERFORMED

Under the three proposed agreements, Pacheco, Leete, and Peterson will provide inspection, maintenance, and emergency services for electrical lines and generators.

The cost of services for electrical lines will not exceed \$80,000 in fiscal year 2013/2014, \$80,000 in fiscal year 2014/2015, and \$80,000 in fiscal year 2015/2016; the term end date is December 31, 2017. The total agreement amount is \$240,000.

The cost of services for small generator maintenance will not exceed \$25,000 in fiscal year 2013/2014, \$25,000 in fiscal year 2014/2015, and \$25,000 in fiscal year 2015/2016; the term end date is July 31, 2018. The total agreement amount is \$75,000.

The cost of services for large generator maintenance will not exceed \$30,000 in fiscal year 2013/2014, \$30,000 in fiscal year 2014/2015, and \$30,000 in fiscal year 2015/2016; the term end date is July 31, 2018. The total agreement amount is \$90,000.

Prior Board Actions:

11/9/2010: Approved agreement between Water Agency and Pacheco for electrical line maintenance. Cost \$235,000; term end June 30, 2013.

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

County Goal 1: Safe, Healthy, and Caring Community: Equipment maintenance ensures that water will be available to the community.

Water Agency Water Supply Goals and Strategies, Goal 3: Ensure that water will be available to customers at all times, including during short- term emergencies, such as earthquakes, and long-term challenges caused by extended droughts and global climate change.

Fiscal Summary - FY 13-14

| Expenditures | | Funding Source(s) | |
|---------------------------|-------------------|-----------------------|-------------------|
| Budgeted Amount | \$ 135,000 | Water Agency Gen Fund | \$ |
| Add Appropriations Req'd. | \$ | State/Federal | \$ |
| | \$ | Fees/Other | \$ 135,000 |
| | \$ | Use of Fund Balance | \$ |
| | \$ | Contingencies | \$ |
| | \$ | | \$ |
| Total Expenditure | \$ 135,000 | Total Sources | \$ 135,000 |

Narrative Explanation of Fiscal Impacts (If Required):

FY 2013/14 appropriation of \$135,000 is from the water transmission fund. FY 2014/15 appropriation of \$135,000 will be budgeted in that fiscal year. FY 2015/16 appropriation of \$135,000 will be budgeted in that fiscal year.

| Staffing Impacts | | | |
|---|---|------------------------------|------------------------------|
| Position Title (Payroll Classification) | Monthly Salary Range (A – I Step) | Additions (Number) | Deletions (Number) |
| | | | |
| | | | |
| Narrative Explanation of Staffing Impacts (If Required): | | | |
| N/A. | | | |
| Attachments: | | | |
| none | | | |
| Related Items “On File” with the Clerk of the Board: | | | |
| Three Agreements (4 Copies each) | | | |

RW \\FILESERVER\DATA\CL\AGENDA\AGREES\12-10-2013 WA MAINTENANCE FOR ELECTRICAL LINES AND GENERATORS_SUMM.DOCM

CF/0-0-21...TW 13/14-006 (ID 4784); CF/0-0-21 TW 13/14-055 (ID 4863); CF/0-0-21 TW 13/14-056 (ID 4864)



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 14
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: December 10, 2013

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor David Rabbitt, 565-2241

Supervisorial District(s):

Second

Title: Disbursement of FY 13/14 Second District Advertising Funds.

Recommended Actions:

Approve Advertising Program grant awards and authorize the County Administrator to execute a contract with the following entity for advertising and promotions activities for FY 13/14: American Legion Post 28, \$1,000; Cotati Chamber of Commerce, \$1,200; Friends of the Petaluma River, \$1,500; Petaluma Downtown Association, \$1,500; Sonoma County Farm Bureau, \$3,000; and Sonoma County Farm Trails, \$3,000.

Executive Summary:

Category E – Local Events and Organizations of the Advertising and Promotions Program Policy provides grant allocations to each Supervisor, to be distributed at the Supervisor’s discretion. The Second District has reviewed applications and wishes to recommend the following FY 13/14 advertising grant award:

- 1.) American Legion Post 28 for advertising and promotions activities for FY 13/14 related to the American Legion Post 28 Veterans Day Parade and Fly Over, in the amount of \$1,000.
- 2.) Cotati Chamber of Commerce for advertising and promotions activities for FY 13/14 related to the City of Cotati’s 50th Anniversary celebration and annual Kid’s Day Parade, in the amount of \$1,200.
- 3.) Friends of the Petaluma River for advertising and promotions activities for FY 13/14 related to Rivertown Revival, in the amount of \$1,500.
- 4.) Petaluma Downtown Association for advertising and promotions activities for FY 13/14 related to the butter & Eggs Day Parade and Festival, Spring and Fall Antique Fairs and the Art & Garden Festival, in the amount of \$1,500.
- 5.) Sonoma County Farm Bureau for advertising and promotions activities for FY 13/14 related to the Love of the Land event (\$1,000) and Ag Days (\$2,000), for a total amount of \$3,000.
- 6.) Sonoma County Farm Trails for advertising and promotions activities for FY 13/14 related to the Gravenstein Apple Fair 2013, Weekends Along the Farm Trails and farm to table events, in the

amount of \$3,000.

Funds will be distributed upon approval of these awards by Board and execution of Advertising grant agreement contract with each entity. The contract will require the County logo on promotional materials produced using the grant award and will require submission to the District Director and County Administrator's Office of advertising and promotional activity receipts up to the total amount of the grant award.

Prior Board Actions:

Previous grants were awarded through District 2 on 11/12/13 and in FY 12/13.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

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

Fiscal Summary - FY 13-14

| Expenditures | | Funding Source(s) | |
|---------------------------|------------------|----------------------|------------------|
| Budgeted Amount | \$ 11,200 | County General Fund | \$ |
| Add Appropriations Req'd. | \$ | State/Federal | \$ |
| | \$ | Fees/Other | \$ 11,200 |
| | \$ | Use of Fund Balance | \$ |
| | \$ | Contingencies | \$ |
| | \$ | | \$ |
| Total Expenditure | \$ 11,200 | Total Sources | \$ 11,200 |

Narrative Explanation of Fiscal Impacts (If Required):

Funds are included in the FY 13/14 budget.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

N/A.

| |
|---|
| Attachments: |
| FY 13/14 Grant Award Agreement Template. |
| Related Items "On File" with the Clerk of the Board: |
| None. |

A G R E E M E N T

THIS AGREEMENT made and entered into this ____ day of _____, _____, by and between the COUNTY OF SONOMA, (hereinafter COUNTY) and the ENTITY, (hereinafter ADVERTISER).

W I T N E S S E T H:

WHEREAS, ADVERTISER has represented that it is aware of and understands the provisions and requirements of Government Code Section 26100 and COUNTY'S "Advertising and Promotions Program Policy" for the expenditure of funds appropriated under Section 26100, and that any expenditure made by ADVERTISER will be in compliance with Section 26100, the Advertising and Promotions Policy, and this Agreement, and

WHEREAS, COUNTY'S Board of Supervisors has relied on those representations in authorizing the execution of this Agreement, and

WHEREAS, ADVERTISER has applied for and received funding under Category E – Local Events and Organizations category of the Advertising and Promotions Program Policy, and

WHEREAS, ADVERTISER is ready, willing and able to perform the services herein provided to be performed.

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

1. During the fiscal year July 1, 2013 to June 30, 2014, COUNTY shall pay to ADVERTISER the total sum of \$XXXX (hereinafter "Advertising Funds"), payable upon execution of this contract.
2. ADVERTISER must submit to the COUNTY receipts of activities performed utilizing the Advertising Funds. Activities must take place between July 1, 2013 and June 30, 2014. Receipts must be remitted to the COUNTY by July 31, 2014. If receipts are not submitted by July 31, 2014, repayment will be required of grant dollars not supported by advertising expense receipts by August 15, 2014. Failure to submit required receipts may jeopardize ability to receive future grant awards.
3. In consideration whereof, ADVERTISER promises and agrees to render the following services to COUNTY during the fiscal year July 1, 2013 to June 30, 2014:

As set forth in the attached, Exhibit A (application for funding). In the case of more than one event, Advertiser will not transfer funds between events without prior approval from the county's program coordinator.

Additionally, any Advertising conducted utilizing funds provided under this agreement must identify the "County of Sonoma – Board of Supervisors" as a sponsor. ADVERTISER may also include the Sonoma County seal logo on materials, although the seal may not replace the language noted in this section.

4. ADVERTISER agrees to keep complete books and records, and to make available and submit to audit by COUNTY all of ADVERTISER'S books, records, and financial statements upon COUNTY'S request and without prior notice.
5. ADVERTISER warrants to COUNTY that any Advertising funds paid to ADVERTISER by COUNTY pursuant to this agreement shall be expended for only those purposes authorized by Section 26100 of the Government Code of the State of California and the COUNTY's Advertising and Promotions Policy.
6. Travel expenses, such as transportation and lodging, and/or meal costs, are not allowable advertising and promotions expenses. Advertising Funds may not be used to purchase or lease fixed assets.
7. ADVERTISER agrees to submit copies of all published materials to the County Administrator's Office.
8. Indemnification:
 - a. ADVERTISER agrees to accept all responsibility for loss or damage to any person or entity, including COUNTY, and to indemnify, hold harmless, and release COUNTY, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Advertiser, that arise out of, pertain to, or related to Advertiser's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant's obligations under this Section apply whether or not there is concurrent negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Consultant's expense, subject to Consultant's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.
 - b. ADVERTISER shall be liable to COUNTY for any loss or damage to COUNTY property arising from or in connection with ADVERTISER's performance hereunder.
9. Non-Discrimination: ADVERTISER shall comply with all applicable federal, state and local laws, rules and regulations in regard to non-discrimination in employment because of race, ancestry, color, sex, age, national origin, religion, marital status, medical condition, or handicap, including the provisions of Article II of Chapter 19 of the Sonoma County Code, prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection.
10. Assignment/Delegation: ADVERTISER shall not assign, sublet, transfer or delegate any interest in or duty under this agreement without written consent of COUNTY, and no assignment shall be of any force or effect whatsoever unless and until so consented.
11. 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 C.C.P. Section 1856. No modification of this agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

12. Termination: At any time, with or without cause, COUNTY shall have the right in its sole discretion, to terminate this Agreement by giving written notice to ADVERTISER. In the event of such termination, COUNTY shall pay ADVERTISER for services rendered satisfactorily and in good faith to such date in an amount which bears the same ratio to the total fees specified in the Agreement as the services satisfactorily rendered hereunder by ADVERTISER bear to the total services otherwise required to be performed for such total fee; provided, however, that there shall be deducted from such amount the amount of damage, if any, sustained by COUNTY by virtue of the breach of the Agreement by ADVERTISER.
13. Repayment: If ADVERTISER fails to comply with the rules and requirements of the Advertising and Promotions Program Policy or the specific Category requirements under which the ADVERTISER received funds, as specified, then ADVERTISER shall, within ten days of receipt of notice of such failure by COUNTY, return all grant funds provided by COUNTY under this agreement; provided, however, that COUNTY may, in its sole discretion, allow ADVERTISER to retain some or all grant funds if COUNTY determines that the failure was inadvertent or immaterial, or that ADVERTISER has taken action to ensure that the failure will not reoccur.
14. Conflict of Interest: ADVERTISER covenants that it presently has no interest and shall not acquire any interest, direct, or indirect, which would conflict in any manner or degree with the performance of its services hereunder. ADVERTISER further covenants that in the performance of this contract no person having any such interest shall be employed.
15. Attorneys' Fees: In the event either party brings an action or proceeding for damages arising out of the other's performance under this Agreement or to establish the right or remedy of either party, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs as a part of such action or proceeding.
16. Statutory Compliance: ADVERTISER agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement.
17. AIDS Discrimination: ADVERTISER 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.
18. 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.
19. Extra or Changed Work: Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. ADVERTISER expressly recognizes that, pursuant to Sonoma County Code Section 1-11, COUNTY personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of ADVERTISER 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 ADVERTISER shall be entitled to no compensation whatsoever for the performance of such work. ADVERTISER further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the COUNTY.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

COUNTY OF SONOMA

DATE: _____

By _____
County Administrator, authorized by the
Chair, Board of Supervisors

ATTEST: _____
Clerk of the Board of Supervisors

DATE: _____

By _____
ENTITY



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 15
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: December 10, 2013

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Shirlee Zane, 565-2241

Supervisorial District(s):

Third.

Title: Disbursement of FY 13/14 Third District Advertising Funds.

Recommended Actions:

Approve Advertising Program grant awards and authorize the County Administrator to execute contracts with the following entities for advertising and promotions activities for FY 13/14: Actors Theater for Children, \$500; Sonoma County Farm Bureau, \$1,000; Santa Rosa Symphonic Chorus, \$1,000; 6th Street Playhouse, \$1,000; and Sonoma County Children's Museum, \$2,000.

Executive Summary:

Category E – Local Events and Organizations of the Advertising and Promotions Program Policy provides grant allocations to each Supervisor, to be distributed at the Supervisor's discretion. The Third District has reviewed applications and wishes to recommend the following FY 13/14 advertising grant awards:

- 1.) Actors Theater for Children, for the promotion of, and advertising efforts related to, their play season; grant award of \$500.
- 2.) Sonoma County Farm Bureau, for the promotion of, and advertising efforts related to Sonoma County Farm News for Kids; grant award of \$1,000.
- 3.) Santa Rosa Symphonic Chorus, for the promotion of, and advertising efforts related to the 2013-2014 concert season; grant award of \$1,000.
- 4.) 6th Street Playhouse, for the promotion of, and advertising efforts related to the Passport to the Plays Festival; grant award of \$1,000.
- 5.) Sonoma County Children's Museum, for the promotion of, and advertising efforts related to general promotion of the Museum, in both English and Spanish and to provide outreach in the Third District; grant award of \$2,000.

Funds will be distributed upon approval of these awards by Board and execution of Advertising grant agreement contract with the entity. The contracts will be executed by the County Administrator. The contracts will require the County logo on promotional materials produced using the grant award and will require submission to the District Director and County Administrator's Office of advertising and

promotional activity receipts up to the total amount of the grant award.

Prior Board Actions:

8/20/13, 9/10/13, and 10/15/13 - Awarded FY 13/14 Category E grants.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

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

Fiscal Summary - FY 13-14

| Expenditures | | Funding Source(s) | |
|---------------------------|-----------------|----------------------|-----------------|
| Budgeted Amount | \$ 5,500 | County General Fund | \$ |
| Add Appropriations Req'd. | \$ | State/Federal | \$ |
| | \$ | Fees/Other | \$ 5,500 |
| | \$ | Use of Fund Balance | \$ |
| | \$ | Contingencies | \$ |
| | \$ | | \$ |
| Total Expenditure | \$ 5,500 | Total Sources | \$ 5,500 |

Narrative Explanation of Fiscal Impacts (If Required):

Funds are included in the FY 13/14 budget.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

N/A.

Attachments:

FY 13/14 Grant Award Agreement Template

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

None.

A G R E E M E N T

THIS AGREEMENT made and entered into this ____ day of _____, _____, by and between the COUNTY OF SONOMA, (hereinafter COUNTY) and the ENTITY, (hereinafter ADVERTISER).

W I T N E S S E T H:

WHEREAS, ADVERTISER has represented that it is aware of and understands the provisions and requirements of Government Code Section 26100 and COUNTY'S "Advertising and Promotions Program Policy" for the expenditure of funds appropriated under Section 26100, and that any expenditure made by ADVERTISER will be in compliance with Section 26100, the Advertising and Promotions Policy, and this Agreement, and

WHEREAS, COUNTY'S Board of Supervisors has relied on those representations in authorizing the execution of this Agreement, and

WHEREAS, ADVERTISER has applied for and received funding under Category E – Local Events and Organizations category of the Advertising and Promotions Program Policy, and

WHEREAS, ADVERTISER is ready, willing and able to perform the services herein provided to be performed.

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

1. During the fiscal year July 1, 2013 to June 30, 2014, COUNTY shall pay to ADVERTISER the total sum of \$XXXX (hereinafter "Advertising Funds"), payable upon execution of this contract.
2. ADVERTISER must submit to the COUNTY receipts of activities performed utilizing the Advertising Funds. Activities must take place between July 1, 2013 and June 30, 2014. Receipts must be remitted to the COUNTY by July 31, 2014. If receipts are not submitted by July 31, 2014, repayment will be required of grant dollars not supported by advertising expense receipts by August 15, 2014. Failure to submit required receipts may jeopardize ability to receive future grant awards.
3. In consideration whereof, ADVERTISER promises and agrees to render the following services to COUNTY during the fiscal year July 1, 2013 to June 30, 2014:

As set forth in the attached, Exhibit A (application for funding). In the case of more than one event, Advertiser will not transfer funds between events without prior approval from the county's program coordinator.

Additionally, any Advertising conducted utilizing funds provided under this agreement must identify the "County of Sonoma – Board of Supervisors" as a sponsor. ADVERTISER may also include the Sonoma County seal logo on materials, although the seal may not replace the language noted in this section.

4. ADVERTISER agrees to keep complete books and records, and to make available and submit to audit by COUNTY all of ADVERTISER'S books, records, and financial statements upon COUNTY'S request and without prior notice.
5. ADVERTISER warrants to COUNTY that any Advertising funds paid to ADVERTISER by COUNTY pursuant to this agreement shall be expended for only those purposes authorized by Section 26100 of the Government Code of the State of California and the COUNTY's Advertising and Promotions Policy.
6. Travel expenses, such as transportation and lodging, and/or meal costs, are not allowable advertising and promotions expenses. Advertising Funds may not be used to purchase or lease fixed assets.
7. ADVERTISER agrees to submit copies of all published materials to the County Administrator's Office.
8. Indemnification:
 - a. ADVERTISER agrees to accept all responsibility for loss or damage to any person or entity, including COUNTY, and to indemnify, hold harmless, and release COUNTY, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Advertiser, that arise out of, pertain to, or related to Advertiser's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant's obligations under this Section apply whether or not there is concurrent negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Consultant's expense, subject to Consultant's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.
 - b. ADVERTISER shall be liable to COUNTY for any loss or damage to COUNTY property arising from or in connection with ADVERTISER's performance hereunder.
9. Non-Discrimination: ADVERTISER shall comply with all applicable federal, state and local laws, rules and regulations in regard to non-discrimination in employment because of race, ancestry, color, sex, age, national origin, religion, marital status, medical condition, or handicap, including the provisions of Article II of Chapter 19 of the Sonoma County Code, prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection.
10. Assignment/Delegation: ADVERTISER shall not assign, sublet, transfer or delegate any interest in or duty under this agreement without written consent of COUNTY, and no assignment shall be of any force or effect whatsoever unless and until so consented.
11. 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 C.C.P. Section 1856. No modification of this agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

12. Termination: At any time, with or without cause, COUNTY shall have the right in its sole discretion, to terminate this Agreement by giving written notice to ADVERTISER. In the event of such termination, COUNTY shall pay ADVERTISER for services rendered satisfactorily and in good faith to such date in an amount which bears the same ratio to the total fees specified in the Agreement as the services satisfactorily rendered hereunder by ADVERTISER bear to the total services otherwise required to be performed for such total fee; provided, however, that there shall be deducted from such amount the amount of damage, if any, sustained by COUNTY by virtue of the breach of the Agreement by ADVERTISER.
13. Repayment: If ADVERTISER fails to comply with the rules and requirements of the Advertising and Promotions Program Policy or the specific Category requirements under which the ADVERTISER received funds, as specified, then ADVERTISER shall, within ten days of receipt of notice of such failure by COUNTY, return all grant funds provided by COUNTY under this agreement; provided, however, that COUNTY may, in its sole discretion, allow ADVERTISER to retain some or all grant funds if COUNTY determines that the failure was inadvertent or immaterial, or that ADVERTISER has taken action to ensure that the failure will not reoccur.
14. Conflict of Interest: ADVERTISER covenants that it presently has no interest and shall not acquire any interest, direct, or indirect, which would conflict in any manner or degree with the performance of its services hereunder. ADVERTISER further covenants that in the performance of this contract no person having any such interest shall be employed.
15. Attorneys' Fees: In the event either party brings an action or proceeding for damages arising out of the other's performance under this Agreement or to establish the right or remedy of either party, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs as a part of such action or proceeding.
16. Statutory Compliance: ADVERTISER agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement.
17. AIDS Discrimination: ADVERTISER 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.
18. 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.
19. Extra or Changed Work: Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. ADVERTISER expressly recognizes that, pursuant to Sonoma County Code Section 1-11, COUNTY personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of ADVERTISER 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 ADVERTISER shall be entitled to no compensation whatsoever for the performance of such work. ADVERTISER further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the COUNTY.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

COUNTY OF SONOMA

DATE: _____

By _____
County Administrator, authorized by the
Chair, Board of Supervisors

ATTEST: _____
Clerk of the Board of Supervisors

DATE: _____

By _____
ENTITY



County of Sonoma
Agenda Item
Summary Report

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

Agenda Item Number: 16
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: December 10, 2013

Vote Requirement: Majority

Department or Agency Name(s): BOS

Staff Name and Phone Number:

Shirlee Zane 565-2241

Supervisorial District(s):

Third

Title: Resolution to Support The Postal Protection Act of 2013

Recommended Actions:

Adopt a Resolution in Support of the Postal Protection Act of 2013

Executive Summary:

The Postal Service Protection Act of 2013 would prohibit cuts to Saturday delivery, thus protecting rural communities, small businesses, and senior citizens, as well as reducing the need for customers to seek other delivery options; and the Act would reinstate overnight delivery standards to speed mail delivery and prevent shutdowns of mail sorting centers, and protect voting by mail throughout California which is now commonplace and will remain essential to our democracy.

Prior Board Actions:

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary - FY 13-14

| Expenditures | | Funding Source(s) | |
|---------------------------|-----------|----------------------|-----------|
| Budgeted Amount | \$ | | \$ |
| Add Appropriations Req'd. | \$ | State/Federal | \$ |
| | \$ | Fees/Other | \$ |
| | \$ | Use of Fund Balance | \$ |
| | \$ | Contingencies | \$ |
| | \$ | | \$ |
| Total Expenditure | \$ | Total Sources | \$ |

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



County of Sonoma
State of California

Date: December 10, 2013

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, in Support of the Postal Protection Act of 2013.

WHEREAS, The Postal Service Protection Act of 2013 would sustain the United States Postal Service and avert unnecessary closures that hurt communities; and

WHEREAS, The United States Postal Service's financial issues are due to unnecessary requirements and regulations imposed on it. The Postal Service Protection Act of 2013 would remove burdensome regulations, so the United States Postal Service can manage its budget more effectively and be more competitive with other delivery service providers; and

WHEREAS, The Postal Service Protection Act of 2013 would prohibit cuts to Saturday delivery, thus protecting rural communities, small businesses, and senior citizens, as well as reducing the need for customers to seek other delivery options; and

WHEREAS, The Postal Service Protection Act of 2013 would give serious consideration to the employment status of the second largest civilian workforce in the country made up of over a half a million people living and working in all of our communities, with over 22% veterans, many with disabilities; and

WHEREAS, The Postal Service Protection Act of 2013 would reinstate overnight delivery standards to speed mail delivery and prevent shutdowns of mail sorting centers, and protect voting by mail throughout California which is now commonplace and will remain essential to our democracy; now

NOW, THEREFORE, BE IT RESOLVED, That the Sonoma County Board of Supervisors urges US Senator Barbara Boxer and US Senator Dianne Feinstein to pass the Postal Service Protection Act of 2013, Senate Bill 316, sponsored by Senator Bernard Sanders, that would ensure the modernization and preservation of the United States Postal Service; and be it further.

BE IT FURTHER RESOLVED, That the Sonoma County Board of Supervisors transmit copies of this resolution to the President and Vice President of the United States, to the Majority Leader of the Senate, to both US Senator Barbara Boxer and US Senator Dianne Feinstein, and to the United States Postmaster General.

Resolution #

Date:

Page 2

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 17
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: December 10, 2013

Vote Requirement: Majority

Department or Agency Name(s): County Administrator's Office/Ag Preservation Open Space Dist

Staff Name and Phone Number:

Christine Williams (707) 565-3776

Supervisorial District(s):

Title: Contract for Management Review Services of APOSD

Recommended Actions:

Authorize the Chair to execute a Professional Services Agreement with Moss Adams, LLP for management review services for the Agricultural Preservation and Open Space District in an amount not to exceed \$98,642 for a term to expire on December 3, 2014.

Executive Summary:

The County Administrator's Office recommends the County enter into an agreement with Moss Adams, LLP to provide management review services for the Agricultural Preservation and Open Space District ("District") in an amount not to exceed \$98,642.

Background

The County Administrator, on behalf of the Board of Supervisors, periodically selects a department or functional area to undergo a comprehensive or targeted management review, especially when the department is going through a transitional period, such as turnover at the department head level, or a significant change to operations. Appropriations are included annually in the Non-Departmental budget for this type of study. In FY 13-14 the District was selected for such a review based on a variety of factors. Measure F, passed by voters in 2006, included changes to the District's fiscal oversight, and to the District's expenditure plan (especially related to operations and maintenance for recreational properties). Along with these structural changes, the fiscal challenges of the past several years has created a condition where lands purchased in fee by the District intended for transfer to other agencies have been held for years longer than originally planned, impacting the District's workload, budget, and long-range acquisition and stewardship activities. The economic environment has also made it more critical than ever for the District to optimally leverage partnerships and outside funding in support of its mission, by employing best management practices.

Some of the goals of the management review include:

- Evaluate the District's progress in meeting the objectives articulated in Measure F (including the

2006 Expenditure Plan) and subsequent Board policy direction. The assessment should consider key areas including:

- The allocation of budgetary and staff resources.
 - The use of contractors compared to staff for services such as public outings, property appraisals, resource assessments, property management and/or Stewardship activities.
 - Efficient planning for fee properties to be transferred to other entities, including the California State Parks system, Sonoma County Regional Parks, non-profits, and other local governments.
 - The existing structure and relationship of the Board of Directors, the District's Fiscal Oversight Commission, and the District's Advisory Committee.
- Evaluate current operations in comparison to other high-performing land conservation organizations, using comparative benchmarks as applicable. This evaluation should include a review of optimal staffing levels, productivity and effectiveness, internal and external communication, organizational structure, spans of control, staff morale, processes and procedures, performance measures, and succession planning.
 - Provide recommendations, including a draft work plan with actions, timelines, and costs and savings (one-time and on-going) for continuing areas of success and implementing changes in areas where opportunities for improvement exist.

It is anticipated that the management review will take 3-5 months to complete and a report will be presented to the Board in spring 2014. However, based on past experience with similar studies, the term of the agreement is through December 3, 2014 to allow for any unavoidable delays, or for any additional follow up work requested by the County Administrator within the scope and negotiated cost, if needed.

Procurement

The County Administrator released a Request for Qualifications (RFQ) in late August 2013. The RFQ was posted on the County Purchasing website, and distributed locally and nationwide to over 30 potential vendors. Seven proposals were received and rated by the selection committee made up of staff from County Administrator, Sonoma County Water Agency, Sheriff's Office, and the District. Two of the firms (Moss Adams, LLP and Pimenti & Brinker, LLP) submitted a local preference declaration and received an additional 5% consideration.

Based on the committee's initial ratings, four firms (Moss Adams, LLP, Management Analysis, Inc., Mejorando Group, and Matrix Consulting Group) qualified to be interviewed by the selection committee and the District's General Manager. The committee selected Moss Adams, LLP as the firm best qualified to provide the services being requested. Moss Adams is a west coast firm with an office in Santa Rosa. They have extensive experience providing internal and performance auditing, accounting, and business consulting services to a variety of public agencies, including special districts, throughout California and the country. Moss Adams' price proposal, \$98,642, was comparable to the other proposals received and consistent with recent agreements for similar services, such as the review of the Public Defender's Office in 2011. The District will reimburse the County General Fund for costs associated with this Agreement.

Exhibit "A" to the Agreement (On File with Clerk) is attached, and describes the Scope of Work for this

| | | | |
|---|---|---------------------------------------|------------------------------|
| project. | | | |
| Prior Board Actions: | | | |
| None | | | |
| Strategic Plan Alignment | | Goal 4: Civic Services and Engagement | |
| The services to be provided by Moss Adams per this Agreement will help insure that the District is operating as a transparent, fiscally responsible, and high performing professional organization. | | | |
| Fiscal Summary - FY 13-14 | | | |
| Expenditures | | Funding Source(s) | |
| Budgeted Amount | \$ 98,642 | County General Fund | \$ |
| Add Appropriations Req'd. | \$ | State/Federal | \$ |
| | \$ | Fees/Other | \$ 98,642 |
| | \$ | Use of Fund Balance | \$ |
| | \$ | Contingencies | \$ |
| | \$ | | \$ |
| Total Expenditure | \$ 98,642 | Total Sources | \$ 98,642 |
| Narrative Explanation of Fiscal Impacts (If Required): | | | |
| It is anticipated that the costs associated with this agreement will be absorbed within existing appropriations in the Non-Departmental budget, and reimbursed from the District's existing FY 13-14 operating budget. If necessary additional appropriations will be requested in consolidated budget adjustments at mid-year. | | | |
| Staffing Impacts | | | |
| Position Title (Payroll Classification) | Monthly Salary Range (A – I Step) | Additions (Number) | Deletions (Number) |
| | | | |
| | | | |
| Narrative Explanation of Staffing Impacts (If Required): | | | |
| | | | |
| Attachments: | | | |
| Exhibit "A" Scope of Work | | | |
| Related Items "On File" with the Clerk of the Board: | | | |
| Agreement for Management Consultant Services with Moss Adams, LLP | | | |

EXHIBIT “A”

3.1 STARTUP/MANAGEMENT

At project initiation, we will confirm the County Administrator’s desired project goals and outcomes and potential reference points from which to assess performance.

3.1.1 Initiate Project

We will conduct a kickoff meeting with the County Administrator or her designee (hereafter “Project Director”), and others as determined by the Project Director, to confirm expectations; discuss overall project scope, logistics, deliverables, timing, and progress reporting requirements. We will clarify responsibilities of Moss Adams, County and District personnel (providing documents and scheduling interviews), timing of specific project activities, and format of each required deliverable. We will establish an interview list, identify stakeholders, and finalize our work plan

3.1.2 Perform Project Management

We will conduct rigorous project management activities for the duration of the engagement. These activities will include providing guidance to the consulting team; coordinating with the Project Director; working issues and solving problems; monitoring progress against the approved work plan; and developing, submitting, and discussing progress reports with the Project Director. Progress reports will be provided at the frequency requested by the Project Director.

3.1.3 Provide Quality Assurance

We believe it is important to recognize the need for quality by ensuring excellent client service and engagement quality. All deliverables will go through a quality review process before submittal to the District.

| | |
|------------------------------|---|
| Phase 1 Deliverables: | <ul style="list-style-type: none">• Final Work Plan• Interview List• Progress Reports |
|------------------------------|---|

3.2 FACT FINDING

Fact finding seeks to gather comprehensive, objective input required to assess operations, processes, and controls.

3.2.1 Review Documentation

We will gather relevant documentation. Examples include Measure F, the District’s Work Plan, Fee Land Strategy, annual budgets, policies, management guidelines, standard operating procedures, process documentation, organizational structure, job descriptions, and performance measures. The objectives of documentation review include gaining a sufficient understanding of the operational environment and further defining issues and surrounding facts. Specific steps include developing a document request list, coordinating document receipt and review, and developing questions for use during interviews.

3.2.2 Perform Onsite Interviews

We will conduct interviews with District personnel and key stakeholders. Interviews are at the heart of fact finding, and it is through interviews that we will gain each person’s perspective of the current operating environment, program performance, and opportunities for efficiency and effectiveness improvements. Interviews will be conducted at multiple levels in the organization. We will conduct as many individual interviews as possible. We will conduct small group interviews as appropriate to ensure representative participation from all key stakeholder groups. Anticipated interviews include:

- County Administrator and all members of the District
- Representatives of the Board of Directors, Advisory Committee, and Fiscal Oversight Commission
- Agricultural community (Farm Bureau and Community Alliance of Family Farmers)
- Land conservation interests (Sonoma Land Trust, Sonoma RCD/Gold Ridge RCD)
- Recreational partners (Regional Parks, Sonoma Trails Council)
- Other governmental agencies (City of Healdsburg, Sonoma County Water Agency, Ag Commissioner)
- Non-profit entities (Laguna Foundation, LandPaths)
- General public

3.2.3 Conduct Onsite Walkthroughs

Walkthroughs will entail spending time physically walking through administrative operations. This step is more than a tour and includes a “roving interview” where we will learn about the details of each relevant process. Walkthroughs will also allow us to make initial observations to identify important questions and issues that require follow up. Once completed, walkthroughs will provide the information needed to document current processes.

3.2.4 Administer Online Survey

We will develop and administer a secure, web-based survey to gain input from other key stakeholders that did not participate in the interview process. We frequently utilize web-based surveys to provide broad-based audiences a mechanism to anonymously provide input. These tools are confidential, cost-effective, and secure. Most importantly, they enable us to expand participation in the study, which provides a broader base of insights to draw from and builds buy-in to the study results.

3.2.5 Prepare Preliminary Findings

During and subsequent to data gathering, we will document our preliminary findings in the form of “conclusive facts.” They will be written by 1) documenting the condition or key issue, 2) defining the impact on the organization, and 3) defining analysis required to formulate recommendations.

3.2.6 Present Preliminary Findings

We will present preliminary findings to the Project Director, and others as determined by the District. The fact-finding phase of work gives the entire project team an opportunity to scan a wide breadth of issues. The purpose of sharing preliminary findings is to avoid surprises by

giving the District a chance to preview findings and verify facts to make sure the basis for each finding is accurate and valid.

| | |
|------------------------------|--|
| Phase 2 Deliverables: | <ul style="list-style-type: none">• Document Request List• Online Survey Results Summary• Preliminary Findings |
|------------------------------|--|

3.3 ANALYSIS

The analysis phase moves the study process from findings to assessment. This phase will determine the significance of issues and how best to address them. The scope of work defined in the RFP requires two types of analysis, including evaluating 1) progress in meeting the objectives of the 2006 Measure and 2) the structural and operational performance of the District compared to best practices.

3.3.1 Evaluate Performance to Measure Objectives

We will assess the District’s progress in meeting the objectives of the 2006 Measure, including the 2006 Expenditure Plan approved by Sonoma County voters and subsequent policy direction from the Board. This analysis will be performed by documenting objectives and relevant policies and determining annual performance towards achieving objectives, adhering to policies, managing to budgets, tracking and reporting progress against plan, decision making processes, and clarity and transparency of associated communications. Specifically, this analysis will cover:

- Allocation of District budget and staff resources.
- Use of contractors compared to staff for services such as public outings, property appraisals, resource assessments, and property management.
- Efficient planning for fee properties to be transferred to other stakeholders, including the California State Parks system, Sonoma County Regional Parks, non-profits, and other local governments.
- Maximizing the use of existing structure of the District’s Fiscal Oversight Commission, and District’s Advisory Committee.

3.3.2 Evaluate Performance to Best Practices

Organizational and operational efficiency and effectiveness is typically evaluated against best practices. Areas of focus will include, but not be limited to, distribution of work among staff, staffing levels, productivity and effectiveness, management and staff communications, management and organizational structure including spans of control, staff morale, administrative/fiscal/HR processes and procedures, performance measures, and succession planning. We plan to incorporate the application of best practices in two ways, including 1) broad-based market best practices and 2) targeted best practices exhibited by selected peer organizations. Comparison to peers should be performed carefully, since the selection of peers can be difficult and pre-determine the outcome of benchmarking exercises. In addition, some areas of performance are more conducive than others to evaluate based on peer comparisons.

First, we will evaluate the structure and operations of the District by drawing upon our extensive organizational and operational expertise and broad experience working with many

types of governmental entities. Due to our vast experience working with hundreds of cities, counties, and special purpose districts, we will bring to the District a wide range of ways to improve management practices, organizational structure, and operations. We will work with the District to determine which best practices are an appropriate fit. We will also study the District’s organizational and operational trends over the past three years to determine how they have be adjusted to respond to market conditions and improve upon previous performance.

Second, we will evaluate the structure and operations of the District by comparing to other high-performing land conservation organizations. We will work with the District to identify peer organizations and select benchmarks based upon which to compare performance. For instance, peer comparisons that may be especially germane and insightful include staffing compositions and levels, use of external experts, operating ratios (e.g., revenue and expenses per FTE), and land retention durations. In order to support benchmarking, we will also conduct research to identify relevant studies, from which we can gather potential best practices.

3.3.3 Perform Gap Analysis

We will identify differences between District and best practice performance to define gaps that should be addressed. Gap analysis will focus on opportunities to improve organizational and operational economy, efficiency, and effectiveness and reduce risks.

3.3.4 Conduct Alternatives Analysis

For each major opportunity for improvement, we will conduct alternatives analysis in an abbreviated cost-benefit format. Each alternative solution will be scrutinized for pros, cons, resources, budget, training, and risks, if relevant. The results will directly feed into our recommendations.

3.3.5 Prepare Draft Findings and Recommendations

Based on our analysis, we will update findings and prepare recommendations. Findings and recommendations will be organized by area of focus.

3.3.6 Present Draft Findings and Recommendations

Draft findings and recommendations will be presented to the District for final fact validation and assessment of the practicality of recommendations.

| | |
|------------------------------|--|
| Phase 3 Deliverables: | <ul style="list-style-type: none"> • Draft Findings and Recommendations |
|------------------------------|--|

3.4 REPORTING

This phase will result in the delivery and presentation of draft and final reports.

3.4.1 Submit Draft Report

Our work will be packaged in a draft report for review by the District and County Administrator. The report will integrate the study components and include:

- Executive Summary
- Study Objectives, Scope, and Methodology

- Findings and Recommendations
- Action Plan

Our report will include benchmarking results and recommendations for strengthening the District’s organizational and operational performance. As part of the report, we will prepare an action plan that provides a roadmap for implementing recommendations. The plan will identify lead responsibility, timing, costs, and savings (one-time and on-going) for each action item.

3.4.2 Submit Final Report

Based on feedback from the District and County Administrator, we will revise the draft report to address any validation discrepancies or practicality issues. We will submit our final report to the District.

3.4.3 Present Final Report

We will present the final report to the Board of Directors and others as requested. We will prepare a presentation to facilitate these briefing.

| | |
|------------------------------|---|
| Phase 4 Deliverables: | <ul style="list-style-type: none"> • Draft Report • Final Report • Report Presentation |
|------------------------------|---|



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: December 10, 2013

Vote Requirement: Majority

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

Staff Name and Phone Number:

Veronica Ferguson, (707) 565-2431

Supervisorial District(s):

All

Title: Personal Services Agreement – Director, General Services

Recommended Actions:

Authorize the County Administrator to execute a Personal Services Agreement with Jose Obregon as Director of General Services, from September 10, 2013 through September 10, 2016.

Executive Summary:

Attached for the Board's consideration is a 3-year Personal Services Agreement with Jose Obregon in the capacity of the Director of General Services. The requested action is to authorize the County Administrator to execute the agreement.

Prior Board Actions:

Prior personal services agreements have been in place with Mr. Obregon for the position of Director of General Services since August 2007.

Strategic Plan Alignment Goal 4: Civic Services and Community Engagement

This position provides management support in order to provide internal services to other county departments with respect to procurement, facilities, fleet, and utilities as well as community services in the area of energy efficiency.

Fiscal Summary - FY 13-14

| Expenditures | | Funding Source(s) | |
|---------------------------|-----------|--------------------------|-----------|
| Budgeted Amount | \$ | | \$ |
| Add Appropriations Req'd. | \$ | State/Federal | \$ |
| | \$ | Fees/Other | \$ |
| | \$ | Use of Fund Balance | \$ |
| | \$ | Contingencies | \$ |
| | \$ | | \$ |
| Total Expenditure | \$ | Total Sources | \$ |

Narrative Explanation of Fiscal Impacts (If Required):

The Director will be paid at "I" salary step, \$14,378.52 monthly salary. Ongoing annualized salary associated with this position is \$172,542.21 and is incorporated in the FY 13-14 budget.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

Agreement for Personal Services.

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

None.

AGREEMENT FOR PERSONAL SERVICES

DIRECTOR OF GENERAL SERVICES DEPARTMENT

This Agreement is made this 10th day of December by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "COUNTY") and Jose Obregon (hereinafter called "EMPLOYEE").

WITNESSETH:

WHEREAS, COUNTY and EMPLOYEE entered into a personal services agreement for the position of Director of General Services Department dated August 4, 2007, which agreement expired on its own terms on September 5, 2010; and,

WHEREAS, COUNTY and EMPLOYEE entered into a subsequent contract dated December 4, 2010, which provided for a term of three (3) years, commencing on September 6, 2010, and ending on September 10, 2013; and,

WHEREAS, the current contract between the COUNTY and EMPLOYEE provides that it automatically continues for additional sixty (60) days, unless notice is provided by either party for the termination of the agreement; and,

WHEREAS, COUNTY and EMPLOYEE are desirous of entering into a new personal services agreement for the position of Director of General Services Department; and

WHEREAS, EMPLOYEE acknowledges that by accepting the position of Director of General Services his position will be in the unclassified service under the Sonoma County Civil Service System;

NOW, THEREFORE, BE IT AGREED by and between the parties as follows:

1. Term of Employment. COUNTY hereby employs EMPLOYEE in the position of Director of General Services Department for a period of three (3) years, commencing on September 10, 2013, and ending on September 10, 2016, subject, however, to termination as herein provided.

2. Duties. EMPLOYEE shall perform the duties of Director of General Services Department as set forth in the County job specification, attached hereto as Exhibit A, as it now provides or may hereafter be amended, and such other duties as may be prescribed by the COUNTY.

3. Compensation.

(a) EMPLOYEE's salary shall initially be set at the "I" step of the salary range for the position of Director of General Services Department as set forth in the Sonoma County

Salary Resolution 95-0926 (“Salary Resolution”). Any provisions of the Salary Resolution regarding merit increases or step advancements, including Sections 7.18 and 7.19, are not applicable or made part of this Agreement. EMPLOYEE may advance in the salary range, if a higher step is provided for, and if the COUNTY ADMINISTRATOR determines that EMPLOYEE is eligible for advancement based upon annual performance evaluations.

(b) Except as herein provided, EMPLOYEE shall be entitled to the same fringe benefits generally available to COUNTY department heads, as specified in the Salary Resolution.

4. Performance review.

The COUNTY ADMINISTRATOR shall review EMPLOYEE’s performance on an annual basis. If the COUNTY ADMINISTRATOR provides EMPLOYEE with a satisfactory or better performance evaluation, EMPLOYEE shall be eligible to advance in the salary range, if a higher step is provided for in the salary range.

5. Expiration and Non-renewal. At the expiration of the term of this Agreement, EMPLOYEE’s employment shall automatically terminate, unless otherwise mutually extended by the parties.

6. Termination.

(a) EMPLOYEE may be terminated by the COUNTY ADMINISTRATOR with cause as provided in attachment B.

(b) EMPLOYEE may terminate his employment at any time by delivering to the COUNTY ADMINISTRATOR his written resignation. Such resignation shall be irrevocable and shall be effective not earlier than sixty (60) calendar days following delivery.

(c) From the date upon which EMPLOYEE either resigns or is notified of the COUNTY’s intention to terminate the Agreement until the actual date upon which the resignation, termination or expiration becomes effective, EMPLOYEE shall continue to devote his full time attention and effort to the duties anticipated hereunder and shall perform the same in a professional and competent manner. If requested, EMPLOYEE shall assist COUNTY in orienting EMPLOYEE’s replacement and shall perform such tasks as are necessary to effect a smooth transition in the leadership of the COUNTY. These tasks may also include providing information or testimony regarding matters which arose during EMPLOYEE’s term as Director of General Services Department.

(d) EMPLOYEE acknowledges, understands and warrants that EMPLOYEE shall have no further right or claim to employment after the expiration of the term of this Agreement. Except as provided herein, no other document, handbook, policy, resolution or oral or written representation shall be effective or construed to be effective to extend the term hereof or otherwise grant EMPLOYEE any right or claim to continued employment with COUNTY.

7. Nonassignability. EMPLOYEE shall not, during the term of this Agreement, make any assignment or delegation of any of its provisions without the prior written consent of COUNTY.

8. Compliance with Law. EMPLOYEE shall, during his employment hereunder, comply with all laws and regulations applicable to such employment. Any act or omission of EMPLOYEE constituting a public offense involving moral turpitude or a withholding of labor is a material breach of this Agreement relieving COUNTY of any and all obligations hereunder. Such act or omission shall constitute sufficient grounds for EMPLOYEE's termination with cause pursuant to this Agreement.

9. 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 Section 1856 of the Code of Civil Procedure. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

10. No Representations or Warranties on Tax or Retirement Issues. EMPLOYEE acknowledges and agrees that the COUNTY has not made any representations or warranties regarding tax consequences or retirement compensation pertaining to his salary and benefits. EMPLOYEE further acknowledges and agrees that the Sonoma County Employees' Retirement Association ("SCERA") makes the final determination on what is deemed "final compensation" for purposes of calculating retirement benefits.

11. Conflict of Interest. EMPLOYEE covenants that he presently has no interest and 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 his duties required under this Agreement. EMPLOYEE shall comply with all state and local conflict of interest laws or policies, including, but not limited to, Government Code section 1090, the Political Reform Act and requirements promulgated by the Fair Political Practices Committee, the County's policies on incompatible offices and conflicts of interest, and any Departmental policies on conflicts of interest. EMPLOYEE shall also complete and file a "Statement of Economic Interest" with the County, disclosing EMPLOYEE's financial interests, as required by the County's Conflict of Interest Code.

ATTEST:

COUNTY OF SONOMA

Clerk of the Board

By _____
County Administrator

EMPLOYEE

Jose Obregon

EXHIBIT A to Personal Services Agreement with Jose Obregon

(Director of General Services Department)

County of Sonoma
CAT.NO. 1 JGRP NO. II

0870
Established 10/74
Revised 11/79, 8/90, 11/13

GENERAL SERVICES DIRECTOR

Definition

Under general policy direction of the County Administrator, plans, organizes, directs and coordinates all activities of the General Services Department; and performs related duties as required.

Distinguishing Characteristics

This is a single position class serving as the department head for the County's General Services Department which includes the following services: Facility Development and Management to include facility operations and capital project planning, design and construction; County Fleet Management; integrated County Purchasing Program Management; Real Estate Operations and Management; Energy and Sustainability Program Management.

The incumbent is responsible for the overall administrative management of departmental personnel, budget development and financial administration, program activities, and procedural and policy issues as they relate to the delivery and management of the centralized services provided by the department. Work is performed with a maximum amount of independence within established policies and procedures set forth by the Board of Supervisors, the County Administrator, and relevant laws, ordinances and regulations.

This job class is not within the classified civil service under the provisions of the County of Sonoma Civil Service Ordinance No. 305A, as amended. The incumbent is appointed by the County Administrator and considered an "at will" employee.

Typical Duties

Typical duties include, but are not limited to the following:

Plans, organizes, directs, coordinates and controls the program and activities of the General Services Department through subordinate staff; develops short and strategic, long range plans to achieve desired service levels required to support and meet the service of other County departments; establishes and monitors priorities.

Consults with and advises other department heads regarding the structure, feasibility and cost effectiveness of general service programs and procedures; coordinates activities of the department with those of other County departments and agencies.

Directs and reviews the work of staff; directs the selection, training, and performance management of staff; insures that in-service training programs are developed and implemented; oversees the departmental human resources functions.

Directs the review and evaluation of current programs and methods; considers proposed alternative programs and methods to provide maximum utilization of allocated funds.

Directs the preparation of the annual General Services budget; establishes controls and measurement tools for the delivery of services and cost controls; oversees the maintenance of departmental fiscal records and budgetary controls; pursues the development of oversight structures and resources to optimize the delivery of services in alignment with County goals and strategies.

Administers the County's capitol and maintenance projects and Capital Projects Program and makes recommendations on project priorities and funding; directs the development of requests for proposals, construction bids, bid evaluations, and contract negotiations and administration for proposed County projects.

Prepares program reports for the County Administrator and the Board; gives public presentations to the Board of Supervisors on General Services projects and activities or as director by the County Administrator.

Confers with citizen groups, advisory bodies and others concerned with departmental programs and activities; represents the County and speaks before public bodies, groups, organizations and the public on matters pertaining to general services programs and activities.

Directs the preparation of a wide variety of plans and reports and maintenance of departmental records and documents.

Knowledge and Abilities

Thorough knowledge of: principles and practices of public administration, organization and management; the principles and practices relating to modern budget, programs and systems management; the operations and functions of County government; the principles and practices necessary to plan, organize, direct, implement, evaluate, and coordinate complex and varied programs; the principles and practices of personnel management and training.

Considerable knowledge of: research methodology, report writing and basic statistics; written and oral communications, language mechanics, syntax and English composition; group dynamics as it relates to public organizations; modern office methods and procedures.

Ability to: plan, organize, direct, coordinate and evaluate the operations of a large diverse organization; establish and maintain effective working relationships with public officials, County management personnel, employees, boards and commissions, agencies, and other interested parties; plan and organize research and statistical work relating to the various aspects of

administration, budget and general management matters; understand, interpret and apply rules, regulations and ordinances, and federal, state and local legislation; develop and implement short and long range departmental goals and objectives; effectively assemble, organize and present, in either written or oral form, the logical conclusions and sound recommendations resulting from the analysis of administrative, financial, factual, or other information derived from a variety of sources; exercise responsibility, initiative, ingenuity, independent analysis and judgment in solving highly specialized administrative and management problems; orient, train, supervise and evaluate subordinate staff; analyze situations and take appropriate courses of action; perform data collection, interpretation and evaluation pertaining to administrative, fiscal and management matters; use principles of inductive and deductive reasoning to validate conclusions and recommendations; utilize sound judgment, tactfulness, persuasion and authority in relationships with subordinates, County officials, administrative personnel, and the general public.

Minimum Qualifications

Any combination of education, training and experience that would provide the opportunity to acquire the knowledge and abilities listed. Normally, this would include:

Graduation from an accredited college or university with a degree in business administration, public administration, engineering, construction management, architecture, or a closely related field; and five years of progressively responsible management experience in a public agency that includes managing and administering programs, services, policies and procedures; and a minimum of two years supervising management and professional level staff.

Experience with programs and services similar to the Department's is desired.

License: Possession of a valid driver's license at the appropriate level including special endorsements, as required by the State of California, may be required, depending upon assignment, to perform the essential job functions of the position.

EXHIBIT B to Personal Services Agreement with Jose Obregon
Termination and Administrative Leave Provisions

1. As provided in the Personal Services Agreement, to which this Exhibit B is attached and incorporated, COUNTY may terminate EMPLOYEE's employment with cause.

2. Termination without cause:

Severance. Termination of EMPLOYEE's employment without cause may be effected by the COUNTY giving sixty (60) days' prior written notice to EMPLOYEE. Upon such termination, EMPLOYEE shall be entitled to additional salary, and any other compensation allowed under the County of Sonoma Salary Resolution, equal to that which would accrue during ninety (90) calendar days following termination and to be computed by the COUNTY Auditor-Controller at the rate applicable on the day of termination plus the cash equivalent of all accumulated vacation as of the day of termination. In addition to the foregoing, EMPLOYEE shall also be entitled to be compensated for any floating holiday balance or any other compensation or benefits as allowed by the Sonoma County Salary Resolution, as it may be amended from time to time. EMPLOYEE's health benefits and the COUNTY's portion of the premium contribution shall continue to remain in effect for a period of ninety (90) calendar days from date of termination. EMPLOYEE's acceptance of said severance pay shall constitute a final settlement and satisfaction of all claims of EMPLOYEE against the COUNTY arising out of his employment.

3. Termination with cause:

COUNTY may terminate EMPLOYEE's employment for just cause at any time by giving notice of employment discrepancies and an opportunity to respond to such discrepancies prior to termination. Notice is accomplished by COUNTY depositing a written notice in the United States mail that is addressed to EMPLOYEE at EMPLOYEE's last known address. After termination for just cause has been affected, EMPLOYEE shall have no further rights under this Agreement or to continued employment with the COUNTY. Just cause shall be related to and limited to those matters of local concern to the Board of Supervisors. Just cause includes those grounds set forth in the Sonoma County Civil Service Rules, Rule 10.3 and may include, but is not limited to, unauthorized absence, conviction of a felony or of any criminal act involving moral turpitude; hostile and discourteous treatment of employees; mismanagement of County funds; conduct which brings discredit to the County; disorderly conduct; incapacity due to mental or physical disability to the extent permitted by law; willful concealment or misrepresentation of material facts in applying for or securing employment; willful disregard of a lawful order from a duly constituted authority; willful disregard of a County or departmental policy and/or laws regarding the confidentiality of records; using, being in possession of, or being under the influence of alcohol, narcotics, intoxicants, drugs, or hallucinatory agents while on County property or in vehicles during working hours or reporting to work under such conditions, or abuse of alcohol or drugs while in County uniform (possession and proper use of drugs prescribed by a licensed physician and appropriate possession of unopened alcoholic beverages are not prohibited by this section); negligence or willful damage to public property or waste or theft of public supplies or equipment; refusal to comply with a proper directive to

undergo a medical examination as issued by an appointing authority; falsification of any records, such as medical forms, time cards or employment applications, or making material dishonest work-related statement to other employees at work or committing perjury; unauthorized use of County vehicles and equipment; conviction of driving under the influence, reckless driving, or hit-and-run driving whether on or off the job, in a County vehicle; unauthorized possession of weapons or explosives on County premises; willful carelessness or violation of safety rules and regulations which jeopardize the safety of others and/or which could result in bodily injury to others or damage to County property; and sexual harassment of or unlawful discrimination against another employee or applicant for employment. Any other just cause not set forth above, must be of similar egregious conduct.

4. Statement of Reasons for Termination.

The COUNTY and EMPLOYEE will, within a reasonable period of time, not to exceed 10 working days, attempt to agree on a mutually acceptable statement as to the reasons for termination. If the parties cannot mutually agree to an acceptable statement of the reasons for termination within the time period set forth above, the COUNTY may, in its sole discretion, publish its reasons for termination. In such event, publication shall consist of filing the reasons with the Clerk of the Board. A copy of the statement shall be made for EMPLOYEE and kept for him in the office of the Board's Clerk. Within ninety (90) days following the announcement of termination, EMPLOYEE may present a written response to the COUNTY ADMINISTRATOR which will be maintained as a public record. The parties agree that other than as provided above, they will not make any other public statement concerning EMPLOYEE's termination.

5. Administrative Leave.

Upon receiving a specific complaint or charge brought against EMPLOYEE by another person or employee, the County Administrator may place EMPLOYEE on administrative leave when, in the sole opinion of the County Administrator, EMPLOYEE's temporary removal from office would be in the best interests of COUNTY. The administrative leave will commence on the County Administrator's delivery to EMPLOYEE's office of a written notice to that effect. Upon the delivery of the notice to EMPLOYEE's office, performance of EMPLOYEE's job duties under this Agreement are suspended but all other provisions of this Agreement shall remain in full force and effect. COUNTY and EMPLOYEE agree that COUNTY will incur damages, if, during the period of administrative leave, EMPLOYEE performs or attempts to perform any of the duties provided in paragraph 2, or in any other way interferes with the administration or operation of the General Services Department. COUNTY and EMPLOYEE agree that the measurement of these damages would be difficult and speculative and accordingly further agree that if EMPLOYEE performs or attempts to perform any of the duties provided in job specification for the position of Director of General Services Department, or in any other way interferes with the administration or operation of the Department that COUNTY's duties to compensate EMPLOYEE under the Agreement are discharged for each day during which EMPLOYEE engages in such non-cooperation and/or interference. The administrative leave and the suspension of job duties shall terminate on the County Administrator's delivery to EMPLOYEE's office of a written notice to that effect.



County of Sonoma Agenda Item Summary Report

Agenda Item Number: 19
(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: December 10, 2013

Vote Requirement: Majority

Department or Agency Name(s):

Staff Name and Phone Number:

Supervisory District(s):

Veronica Ferguson (707) 565-2431

Title: Personal Services Agreement – Chief Probation Officer

Recommended Actions:

Extend the resignation date for Chief Probation Officer, Robert Ochs, from January 3, 2014 to December 12, 2014.

Executive Summary:

On December 20, 2011, Chief Probation Officer Robert Ochs delivered a notice of resignation to your Board, to be effective December 21, 2012. On December 4, 2012, the Board approved extension of the resignation date until January 3, 2014. Recently, Mr. Ochs, the County and the Sonoma County Court have agreed that extending the date of his resignation will ensure continuity of the Probation Department's role in various public safety initiatives in process, in particular, Criminal Justice Realignment, the County's Criminal Justice Master Plan, and the pursuit of state funding for a new justice facility, which would include a Community Corrections Center. The County would benefit from Mr. Ochs' continued leadership during this time. The Recommended Action before the Board will approve an extension effective January 3, 2014 – December 12, 2014, which is the expiration date of Mr. Ochs' current contract.

The Penal Code and Welfare and Institutions Code specify that the Chief Probation Officer is appointed by the Court. The court, including the Presiding Judge and the Presiding Juvenile Judge, support this requested extension.

At the time of Mr. Ochs' initial resignation, the Sonoma County Salary Resolution, Section 7.22 provided for a 5% increase in salary for Department Heads during the final year of employment after submitting a formal resignation. This section also permits the Board to extend the retirement date. Mr. Ochs has voluntarily agreed to forego the 5% increase during both the initial extension period as well as this extension period.

Prior Board Actions:

1/10/2006, 12/16/08, and 12/6/2011: Board Authorized Personal Services Agreement with Robert Ochs, Chief Probation Officer. Current agreement expires December 12, 2014.

12/4/2012: Board authorized extension of resignation date until January 6, 2015

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

Fiscal Summary - FY 13-14

| Expenditures | | Funding Source(s) | |
|---------------------------|-----------|----------------------|-----------|
| Budgeted Amount | \$ | County General Fund | \$ |
| Add Appropriations Req'd. | \$ | State/Federal | \$ |
| | \$ | Fees/Other | \$ |
| | \$ | Use of Fund Balance | \$ |
| | \$ | Contingencies | \$ |
| | \$ | | \$ |
| Total Expenditure | \$ | Total Sources | \$ |

Narrative Explanation of Fiscal Impacts (If Required):

Salary and benefit costs associated with the Chief Probation Officer position are fully funded in FY 13-14.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):**Attachments:****Related Items "On File" with the Clerk of the Board:**



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 20
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: December 10, 2013

Vote Requirement: Majority

Department or Agency Name(s): County Administrator, Fire and Emergency Services, Health Services

Staff Name and Phone Number:

Don Schwartz 565-2431

Supervisorial District(s):

Two and Three

Title: Status report on Fire and Emergency Medical Services for Graton Casino Opening

Recommended Actions:

Receive status report on fire and emergency medical services associated with the opening of the Federated Indians of the Graton Rancheria Casino and direct staff to develop long-term plan for mitigating Casino impacts on these services.

Executive Summary:

Background: On October 8, 2013 your Board received a presentation on the opening of the Federated Indians of the Graton Rancheria Casino and approved agreements with local fire and ambulance service providers to mitigate the related impacts of the Casino's opening. Your Board also requested that staff return with a report on the impacts of the Casino's opening, and this report responds to that request.

The Federated Indians of the Graton Rancheria have built a casino and plan to complete a larger resort on approximately 66 acres of a 254-acre site held in trust for the tribe by the federal government. This site is located in the unincorporated county adjacent to the City of Rohnert Park. The project is being constructed in two phases and, if fully built-out, will total approximately 534,900 square feet. Phase I is approximately 317,750 sq. ft. of casino and entertainment space, with approximately 100,000 sq. ft. dedicated to gaming, including up to 3,000 slot machines. Entertainment space includes numerous restaurants and bars, a nightclub, lounge, and banquet facilities. Phase II will add a 200-room hotel, pool, and spa. The project includes multi-level parking structures and surface parking for a total of approximately 5,511 spaces. The Graton Rancheria Casino officially opened to the public on November 5, 2013.

Initial Deployment and Responses: The planning and initial deployment of fire and emergency resources was designed to ensure that there would be sufficient resources available to address major impacts should they occur, and to ensure that existing services to the surrounding community would not be negatively impacted. Information from similar casino operations and an analysis of service level impacts on the surrounding agencies combined with the traffic impacts from the environmental analysis

conducted was used to determine the potential demand. Ultimately, the volume of calls and corresponding resources needed at the Casino have been significantly less than planned for and the level of resources assigned to the Casino has been reduced in stages as the partner agencies gain experience with the Casino's operations. The situation continues to be closely monitored and resources will be further adjusted if and as needed.

Fire and First Response: The deployment initially included a 24/7 on-site presence of one fire engine during the opening day and weekend and another in the community during peak periods. These resources were provided on a rotating basis by local fire agencies including the Sonoma Central Fire Authority (Central Fire), Rancho Adobe Fire Protection District, and the City of Rohnert Park. During the first week of operations, the fire units responded to one traffic accident in the vicinity of the casino and to two potentially hazardous situations. They also assisted with medical calls. Fire engines have not been located on-site after the first week since the volume of calls does not require their presence.

Emergency Medical Response: The County's ambulance provider, American Medical Response (AMR) provided a 24/7 paramedic quick-response team and 1-2 paramedic ambulances on-site through the opening weekend. These staff responded to twenty medical calls on the first day of Casino operations, with nine individuals transported to local hospitals. Since the first day, AMR has responded to an average of 1.5 calls per day with 0.7 transports per day.

With the concurrence of the Health Department and fire agencies, after the first full week of operations AMR reduced its on-site presence to a single paramedic, without an ambulance, for 12 hours/day on weekdays and 24 hours/day from Friday afternoons through Monday mornings. Since November 18, after two weeks of operations with a continued low volume of calls, AMR has been providing an on-site medic only on weekends and holidays.

One factor contributing to the low need for on-site medical assistance is the effective triaging of medical situations by the Casino's security staff, who have been calling for the on-site medical assistance for evaluation and disposition when needed. The on-site paramedic has been valuable in quickly assessing situations and determining what, if any, additional resources may be needed. In addition, while many of the calls for this assistance have warranted transportation to hospitals by ambulance under county policies, between 50-70% of patients refuse transport, a rate nearly three times the norm in the 911 system. The on-site medic is able to handle these calls, providing appropriate assessment, advice and medical documentation without impacting other community fire and EMS resources.

Funding: Pursuant to the terms of the compact between the state and the tribe which provides for gaming in this development, the tribe and the County negotiated an agreement to mitigate the environmental impacts associated with this project to be funded by the revenues generated by the project. This agreement, approved by the Board of Supervisors in October of 2012, contains provisions for non-recurring mitigation payments to the County for law enforcement, fire and emergency services, tribal relations, and traffic mitigation prior to the opening of the casino for gaming. These payments were to provide funding to prepare for the opening in adding staffing and related costs and to cover the period of operation before on-going revenues generated by the project are received to pay for services going forward. Regular on-going payments per the agreement are expected in the beginning of FY 14-15. The non-recurring payments received in advance of the casino opening are accounted for by reducing the on-going payments over three years after the first full year that the casino is in operation.

The non-recurring payments include \$1.5 million for fire and emergency services impacts to be provided to the fire agencies responsible for services in the vicinity of the casino in a manner to be determined by the County to pay for costs to ramp up and provide fire and emergency medical services. Expenses for the fire services presence at the Casino since its opening have been \$86,304. Expenses for ambulance and medic services provided by AMR as of November 18 (two weeks after the official opening) were \$73,580. Should AMR continue to provide on-site staffing during weekends and holidays, the expected total for the Fiscal Year for their services is approximately \$220,000. Thus, of the \$1.5 million available for costs through the end of this Fiscal Year, if the current services remain in effect there should be \$1.2 million remaining; this will be applied to the on-going costs associated with the Casino's impact on fire and emergency services.

Next Steps: Staff will continue to work closely together and with Casino personnel to monitor the need for fire and emergency services at the Casino, and will adjust staffing and other resources should circumstances call for a change. Should this occur, staff will include an update in the January mid-year budget report.

Staff will work with the fire agencies and AMR to develop, by the end of the current Fiscal Year, a long-term plan for mitigating impacts on fire and emergency services, including adjustments to the agreements to address the on-going resources. It is anticipated that these will include permanent staffing adjustments for one or more of the agencies as well as potentially contributions toward equipment replacement, facility improvements and/or other operational costs over time.

Prior Board Actions:

Approved the Intergovernmental Mitigation Agreement – October 2012
 Received a report on the opening of the Graton Rancheria Casino and approved agreements with fire agencies and AMR for related fire and emergency medical services – October 8, 2013

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

Mitigating the health and safety impacts of the casino by providing funding and coordination for additional public safety resources for fire and emergency medical services promotes public safety.

Fiscal Summary - FY 13-14

| Expenditures | | Funding Source(s) | |
|---------------------------|----------------|----------------------|----------------|
| Budgeted Amount | \$ 1.5 million | | \$ |
| Add Appropriations Req'd. | \$ | State/Federal | \$ |
| | \$ | Fees/Other | \$ 1.5 million |
| | \$ | Use of Fund Balance | \$ |
| | \$ | Contingencies | \$ |
| | \$ | | \$ |
| Total Expenditure | \$ | Total Sources | \$ |

| | | | |
|--|---|------------------------------|------------------------------|
| Narrative Explanation of Fiscal Impacts (If Required): | | | |
| <p>\$1.5 million in mitigation payments from the Federated Indians of the Graton Rancheria, all of which has been received, is provided to four agencies for additional staffing and related costs to cover increased demand for services anticipated with the opening (and operation through the end of the County fiscal year) of the casino</p> | | | |
| Staffing Impacts | | | |
| Position Title (Payroll Classification) | Monthly Salary Range (A – I Step) | Additions (Number) | Deletions (Number) |
| | | | |
| | | | |
| Narrative Explanation of Staffing Impacts (If Required): | | | |
| <p>No staffing changes for county agencies, just in agencies providing services under agreement with the County.</p> | | | |
| Attachments: | | | |
| | | | |
| Related Items “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: 21
(This Section for use by Clerk of the Board Only.)

To: Sonoma County Board of Supervisors

Board Agenda Date: December 10, 2013

Vote Requirement: Majority

Department or Agency Name(s): Economic Development

Staff Name and Phone Number:

Al Lerma – (707) 565-6428

Supervisorial District(s):

Title: 2013 Sonoma County Tourism Bureau Annual Report & 2014 Marketing Plan

Recommended Actions:

Resolution approving and confirming the Annual Report for 2013 and the 2014 Marketing Plan prepared by the Sonoma County Tourism Board, contingent upon presentation and concurrence on March 18, 2014; and levy of the Annual Assessment for the Sonoma County Tourism Business Improvement Area.

Executive Summary:

On November 2, 2004, the Sonoma County Board of Supervisors (Board) adopted the ordinance creating the Sonoma County Tourism Business Improvement Area (SCTBIA). Under the ordinance, lodging establishments generating annual room revenue of \$350,000 or more must pay an assessment equal to 2% of such revenue. Proceeds from assessments are used to pay for marketing and other efforts to increase overnight visitors to the county.

In January 2005, the Board appointed five members to the Sonoma County Tourism Business Improvement Area Advisory Board which is charged with advising the Board of Supervisors on the amount of the Area's Assessments and on the services, programs and activities to be funded by the Assessments, and in February 2005, appointed eight (8) of the 22-member body to the Sonoma County Tourism Bureau (SCTB) Board of Directors.

In June 2005, the Board executed an agreement with the SCTB to carry out services, activities, and programs promoting tourism to Sonoma County, funded by assessments from within the SCTBIA.

In 2011, the Sonoma County Board of Supervisors amended the ordinance that formed the SCTBIA, appointing SCTB's board of directors to also serve as the advisory board for the SCTBIA. This decision was based on recommendations of the 2010 County audit of the organization.

In accordance with the ordinance and state law, the SCTB Board has submitted to the Board, an Annual Report for 2013. The Report contains information on the activities carried out in 2013 and the activities to be carried out in 2014. The Report also contains a budget showing that the revenues from

assessments and all other sources are sufficient to carry out the services, programs, and activities set forth in the plan. Staff finds the SCTB in compliance with all the requirements of the ordinance and agreement. The following are some highlights from the report, as provided by the SCTB:

Accomplishments and Objectives:

2013 Accomplishments

1. Graduated more than 900 people in the Sonoma County Certified Tourism Ambassador program, 80 percent above the goal of 500 for the first year.
2. Launched a new website that saw a 90 percent increase in web visitation, with an incremental increase in destination spending of more than \$10.6 million.
3. On the sales side, lead generation was up 6 percent with room nights booked up 9 percent, which generated an economic impact of \$5.1 million dollars. Weddings generated more than 177 leads with a 9 percent increase in definite bookings.
4. Shared the Sonoma County Brand, an initiative with the Sonoma County Vintners and Sonoma County Winegrowers (known collectively with SCT as the Trio and will be referred to as such throughout this document) with other allied entities such as Visit Santa Rosa, Petaluma Downtown Association and Visitors Center, Sebastopol Area Chamber of Commerce and Sonoma County Harvest Fair.
5. Continued pursuing international markets, building relationships with tour operators and media in the U.K., Germany, Australia, New Zealand, Canada, Mexico, and Asia.

2014 Initiatives

1. Strong year-round advertising and marketing programs that promote Sonoma County as an overnight destination, coupled with seasonal campaigns regionally to bring in business during need periods.
2. A strong, viable brand message with each ad buy, sales connection, and marketing program, which will be enhanced by the conjunctive labeling law in the wine industry.
3. Increased representation in the Chicago, Northeast U.S., and Washington, D.C. meetings and group markets.
4. Growth in leads and visitation from international markets.
5. Continued support of the \$54 million airport expansion and attraction of more air service connections to the Midwest and East Coast.
6. Continue offering the Sonoma County Certified Tourism Ambassador program.

7. Offer service training opportunities to hospitality professionals throughout the destination, in order to make excellent service a hallmark of a visit to Sonoma County.

The Board is requested to conditionally approve the resolution approving and confirming the Annual Report for 2013, the Marketing Plan for 2014 and levy of the Annual Assessment for the Sonoma County Tourism Business Improvement Area, for the Annual Assessment to remain effective through the upcoming calendar year, 2014. A formal presentation and discussion on the Annual Report and Marketing Plan as well as other SCTB initiatives will occur on March 18, 2014 for the Board's final approval.

Prior Board Actions:

Annual resolution approving the SCTB Annual Report and levy of assessment (2005-2012)

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

The Sonoma County Tourism Bureau strives to enhance the value of local, domestic, and international demand for Sonoma County produced goods and to promote tourism and growth in Sonoma County.

Fiscal Summary - FY 13-14

| Expenditures | | Funding Source(s) | |
|---------------------------|-----------|----------------------|-----------|
| Budgeted Amount | \$ | | \$ |
| Add Appropriations Req'd. | \$ | State/Federal | \$ |
| | \$ | Fees/Other | \$ |
| | \$ | Use of Fund Balance | \$ |
| | \$ | Contingencies | \$ |
| | \$ | | \$ |
| Total Expenditure | \$ | Total Sources | \$ |

Narrative Explanation of Fiscal Impacts (If Required):

This item is administrative in nature and has no budgetary impacts associated. The funds collected from BIA tax fund the SCTB.

Staffing Impacts

| Position Title (Payroll Classification) | Monthly Salary Range (A – I Step) | Additions (Number) | Deletions (Number) |
|--|---|-----------------------|-----------------------|
| | | | |
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| Narrative Explanation of Staffing Impacts (If Required): |
| |
| Attachments: |
| Resolution, Business Improvement Area Ordinance No. 5525, and copy of the 2013 Sonoma County Tourism Bureau Annual Report and 2014 Marketing Plan. |
| Related Items "On File" with the Clerk of the Board: |
| None. |



County of Sonoma

State of California

Date: December 10, 2013

Item Number: _____

Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Approving And Confirming The Annual Report For 2013 & the Marketing Plan for 2014, Prepared By The Sonoma County Tourism Bureau Board

Whereas, the Parking and Business Improvement Area of Law of 1989 (Streets and Highways Code Sections 36500 et seq.) and Chapter 33 of the Sonoma County Code (the BIA Ordinance) require the Sonoma County Tourism Bureau Board to prepare and file an annual report; and

Whereas, the Board has filed an Annual Report for 2013 and Marketing Plan for 2014 with the Clerk of the Board; and

Whereas, the Annual Report contains the matters required in Section 36533 of the Streets and Highways Code; and

Whereas, the Annual Report does not propose any change in the amount of assessments to be levied under the BIA Ordinance or any changes in the boundaries of the SCTBIA.

Now, Therefore, Be It Resolved the Board of Supervisors of the County of Sonoma hereby resolves, determines, and finds as follows:

1. Recitals: the recitals set forth above are true and correct.
2. Approval of Annual Report: the Board approves the Annual Report for 2013 as submitted by the Sonoma County Tourism Bureau Board.
3. Levy of Annual Assessment: pursuant to the parking and Business Improvement Area of Law of 1989 (Streets and Highways Code Sections 36500 et seq.), adoption of this resolution shall constitute the levy of an assessment for the year referred to in the Annual Report.
4. Effective Date: this Resolution is effective upon its adoption.

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



Annual Tourism Report

2013
SONOMA
COUNTY



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Annual Tourism Report

June 2013

The Sonoma County Economic Development Board (EDB), in partnership with Sonoma County Tourism, is pleased to bring you the 2013 Annual Tourism Report. The 2013 Annual Tourism Report contains two sections integrating findings on the local tourism industry. The first section of the report highlights key economic indicators produced by the California Travel & Tourism Commission and Smith Travel Research. The second section provides updated results of the EDB Annual Tourism Industry Survey.

The California Travel & Tourism Commission provides a 'Travel Impacts by County' report each year. This report provides the latest available economic impact figures on Sonoma County and along with the most recent lodging statistics. These are the primary sources for the Tourism Industry Indicators. Key findings include:

- Key tourism indicators show that travel is returning to Sonoma County following the economic downturn beginning in 2007-2008. Destination spending, transient occupancy tax (TOT) receipts, industry earnings and local and state tax receipts are the highest that Sonoma County have seen in the last decade. Travelers are returning to Sonoma County and supporting the local economy through spending.
- Lodging indicators and occupancy rates also increased in 2012. The 2012 data also suggests travel is returning to Sonoma County.

Each year the EDB conducts an annual tourism industry survey of Sonoma County business owners and executives involved in tourism. The survey focuses on complete industry strength, confidence, and opportunities. Key findings from this survey include:

- Businesses have a positive outlook for tourism in the coming year.
- More businesses expanded operations over the past year than in the year before.

Thank you for your interest in the Economic Development Board's research. For additional information, questions, comments, or suggestions please contact us at (707) 565-7170 or visit www.sonomaedb.org.

Sincerely,



Ben Stone
Executive Director



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Annual Tourism Report

Tourism Industry Indicators

Sonoma County Tourism Industry Indicators

The Tourism Industry Indicators section is based on data prepared for the California Travel & Tourism Commission by Dean Runyan and Associates, industry data from Smith Travel Research and Sonoma County's Transient Occupancy Tax receipts. Where applicable, the data and graphs in this section have been adjusted for inflation using the U.S. Bureau of Labor Statistics Consumer Price Index.

Santa Barbara and Napa are used as comparison counties because of their similarities in offerings, size, and geographical location. The featured data is the latest available from the California Tour and Travel Commission.

Key Findings

- In 2011, Sonoma County destination spending, industry earnings and industry employment experienced a year-over increase from 2010 after adjusting for inflation. This follows an increase seen in 2010 over 2009. This suggests travel is slowly returning to Sonoma County following the economic downturn.
- In 2012, Sonoma County's year-over average daily rate (ADR) for lodging increased 1.3% when adjusted for inflation. This follows a 3.9% increase in 2011, further suggesting that travel is returning to Sonoma County.
- Sonoma County's Transient Occupancy Tax (TOT) receipts totaled \$23.9 million in 2012 after adjusting for inflation. This is the highest level of TOT receipts that Sonoma County has ever received.

Moody's Analytics Tourism Analysis

A strengthening U.S. recovery after the federal fiscal cliff is resolved and an improving outlook for the wine country bode well for Sonoma's visitor-dependent industries. Greater interest in the county's destinations is evident in increasing passenger traffic at Charles M. Schulz-Sonoma County Airport. Passenger traffic through the first eight months of 2012 increased 3% from a year earlier and was close to matching the airport's peak for the same time period in 2008.

Hotel occupancies in Sonoma have also increased in this year and are now at their highest peak since 2005, according to Smith Travel Research. Amid this strengthening outlook, a luxury 59-room hotel is being proposed in the historic Sonoma Plaza area.

Eduardo J. Martinez
Moody's Analytics

Annual Tourism Report: Tourism Industry Indicators

Destination Spending

Destination spending is the total amount spent by visitors in Sonoma County. This indicator includes all spending for accommodations, wine activities, retail, and other tourism related purchases. The most recent figures show that Sonoma County's destination spending was up 8.47% from \$1.36 billion in 2010 to \$1.47 billion in 2011.

Destination Spending

Destination spending is sensitive to the economic climate. As a result, Sonoma County experienced decreases in destination spending in both 2008 and 2009. This was a common trend as all of the competitive destinations also experienced decreases. However, 2011 figure indicate that tourism is making a strong comeback in Sonoma County as well as in other destinations.

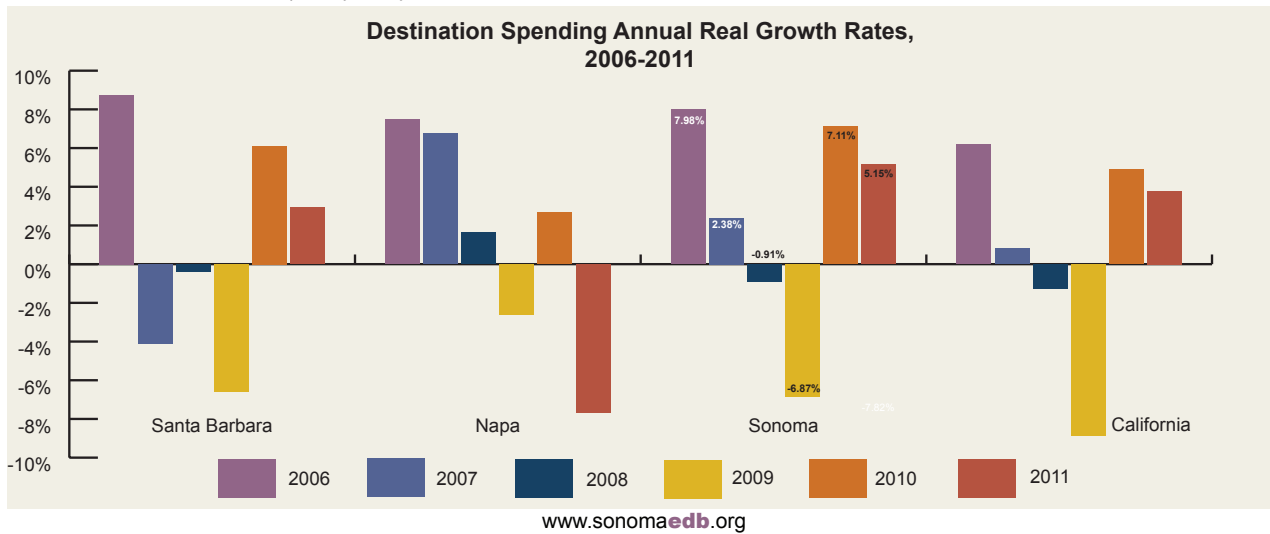
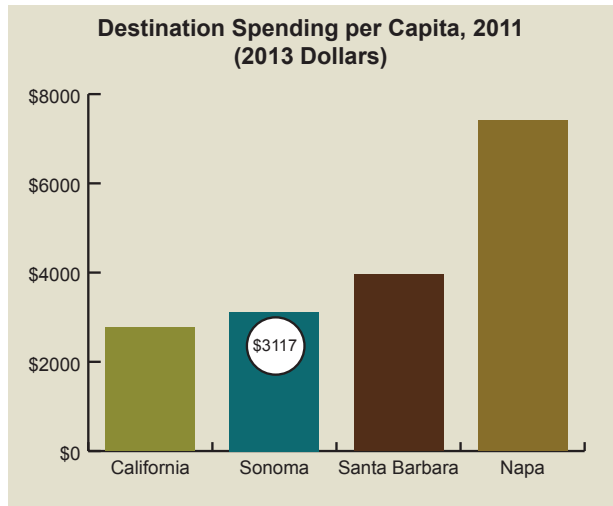
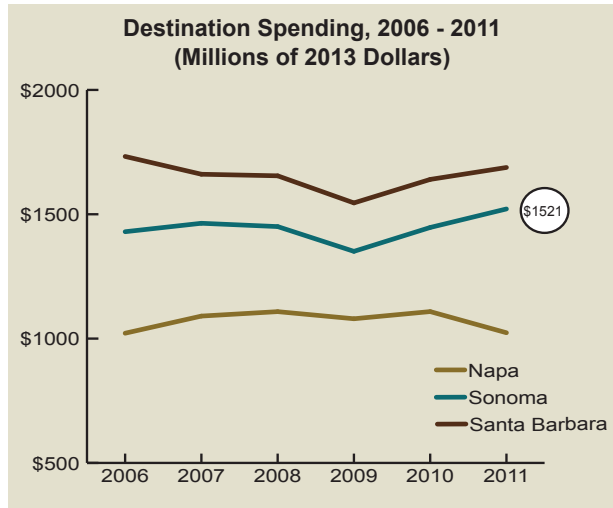
Destination Spending per Capita

For each of Sonoma County's 488,116 residents, \$3,117 dollars in destination spending were generated. Santa Barbara County, with a population of 426,878 generated \$3,955 per-capita and Napa County generated the highest per-capita spending at \$7,412. for each of its 138,088 residents. Napa County consistently has high per-capita destination spending due to its relatively small population. Sonoma County's destination spending per-capita fell short of Napa and Santa Barbara Counties, but outpaced the statewide average of \$2,767 per capita.

Destination Spending Annual Real Growth Rates

The 5.15% increase in inflation-adjusted destination spending was a positive indicator for tourism in Sonoma County, following a 7.11% increase in the year prior. These increases indicate that direct spending is on track with pre-recession levels. This growth also outpaced that of Santa Barbara and Napa County and the California average for 2011. Early statewide 2012 figures indicate that this positive trend will continue .

Source for all data: California Travel Impacts by County, 2013



Annual Tourism Report: Tourism Industry Indicators

Destination Spending Breakdown

As in previous years, the overall distribution of commodity based visitor spending in Sonoma County is comparable to the featured competitive counties and the statewide average. However, there are several areas where Sonoma County appears to be somewhat unique.

Distribution of Visitor Spending by Commodity

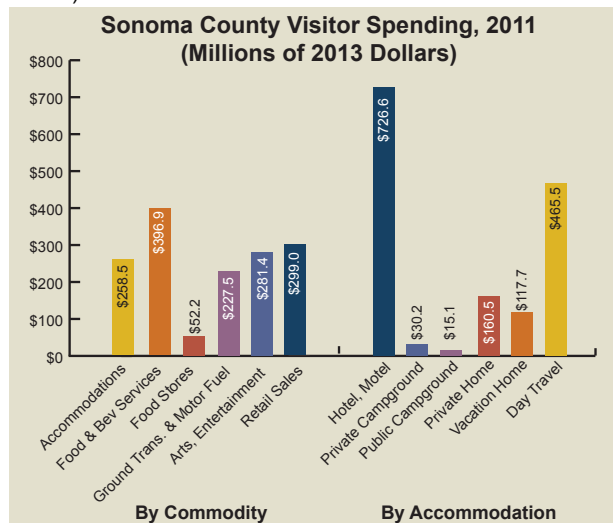
Visitors to Sonoma County devote a smaller share of their spending towards accommodations than other destinations - 17% of all spending, compared to 23.4% in Santa Barbara County and 25% in Napa County. Sonoma County visitors spend an approximately equal share of total spending on accommodations (17%), and arts, recreation and entertainment (19%). They spend the largest amount on food and beverage services (26.2%) and on retail sales (20%). Visitors to both Napa and Sonoma County spend more than the state average on arts, entertainment and recreation, and retail sales.

Distribution of Visitor Spending by Accommodation

In comparison with the state and other competitive counties, a smaller share of visitor spending in Sonoma County comes from visitors who are staying in a hotel or motel (48% compared to 67%, 64% and 55% for Napa County, Santa Barbara County and California, respectively). Instead, a significant share of Sonoma County visitor spending is received from day travelers (31%) compared to 26% for Napa, 24% for California and 22% for Santa Barbara County. A comparatively larger share of spending in Sonoma County comes from visitors who stay in vacation homes (8%) compared to 2% for Napa, 1% for California and 0% for Santa Barbara County.

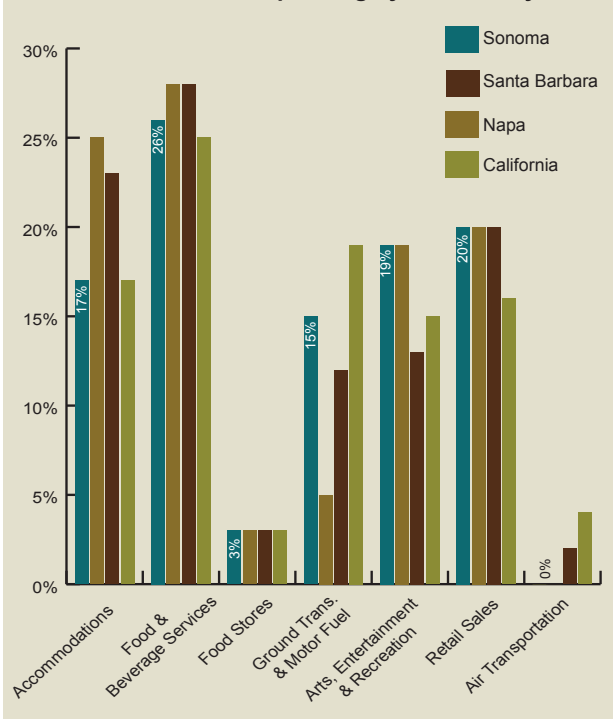
Sonoma County Visitor Spending

With a total visitor spending equal to \$1.47 billion, the majority of the money is spent by visitors who stay at hotels or motels (\$726.6 million) and on food and beverage services (\$396.9 million).

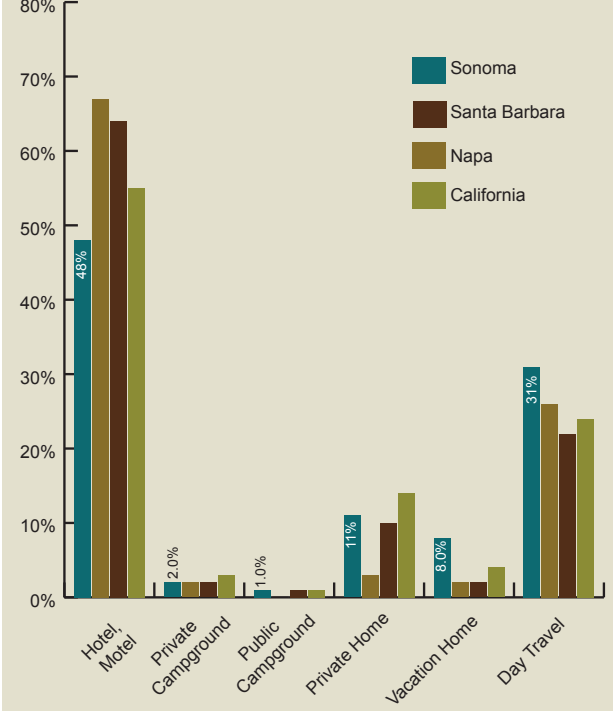


Source for all data: California Travel Impacts by County, 2013

Distribution of Visitor Spending by Commodity, 2011



Distribution of Visitor Spending by Accommodation, 2011



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Annual Tourism Report: Tourism Industry Indicators

Industry Employment

With 16,910 jobs generated by tourist destination spending, Sonoma County ranks first against comparable counties - Napa had 11,350 tourism jobs and Santa Barbara had 16,300 tourism jobs in 2011. Sonoma County's 2011 job figures show a 2.6% increase from 2010, up from a year-over increase of 1.4% from 2009 to 2010.

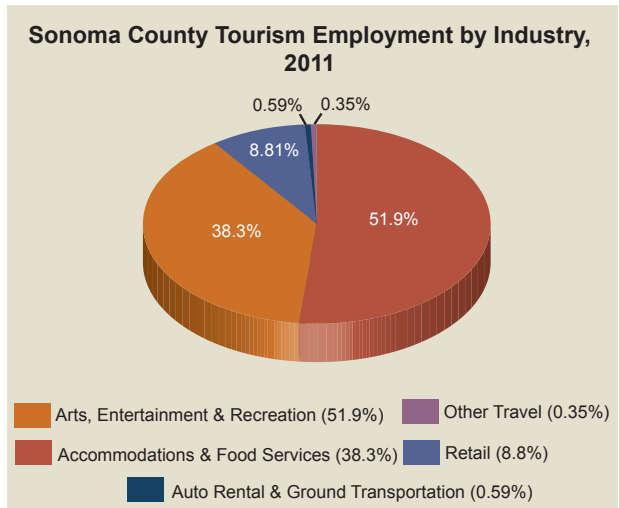
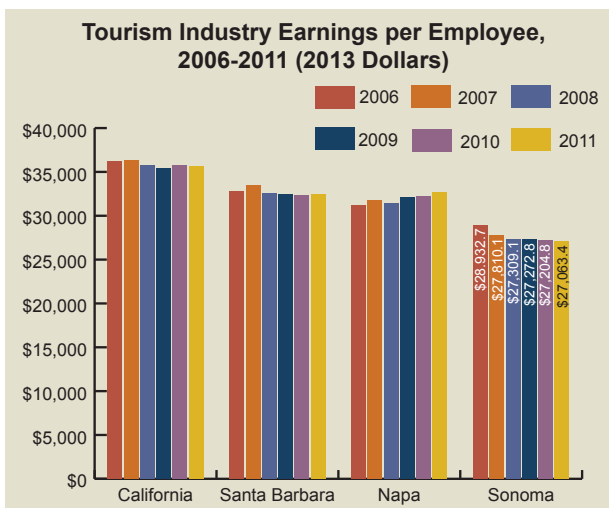
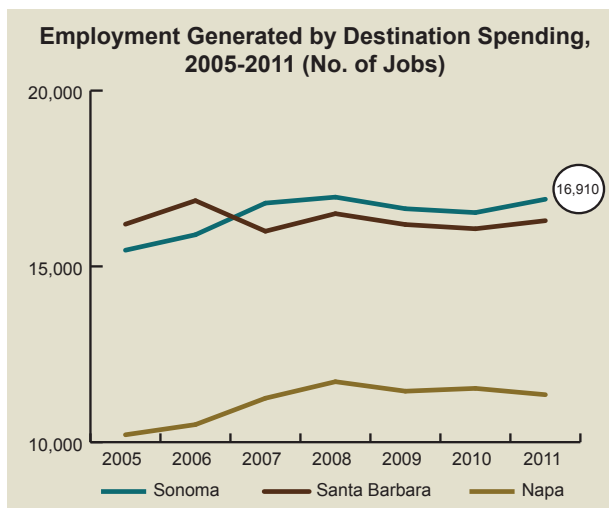
Tourism Industry Earnings per Employee, Real Growth Rates

Partly as a result of Sonoma County's decline in destination spending in 2008 and 2009, employment levels in the tourism industry decreased in 2009 and 2010. Businesses are starting to add staff as destination spending returns to pre-recession levels. Jobs supported by the tourism industry have almost returned to their peak level seen in 2007, with tourism-related job growth increasing by 2.3% in 2011. The county still employs more tourism industry employees than Napa and Santa Barbara, counties where total destination spending consistently outpaces that of Sonoma County. Due to discrepancies in growth between inflation-adjusted industry earnings (1.7%) and industry employment (2.3%), earnings-per-employee decreased 0.5% in 2011. California also experienced a decline in earnings-per-employee in 2011 (-0.3%), while Napa and Santa Barbara Counties experienced increased earnings-per-employee (1.4% and 0.1%, respectively).

Sonoma County Tourism Employment by Industry

Distribution of employment within Sonoma County's tourism industry is similar to previous years, with 51.9% of employment in accommodations & food services, 38.3% in arts, entertainment and recreation, and 8.8% in retail. In the coming years, air transportation is expected to be a new source of employment, due to the expansion of air services to Sonoma County.

Source for all data: California Travel Impact by County, 2013



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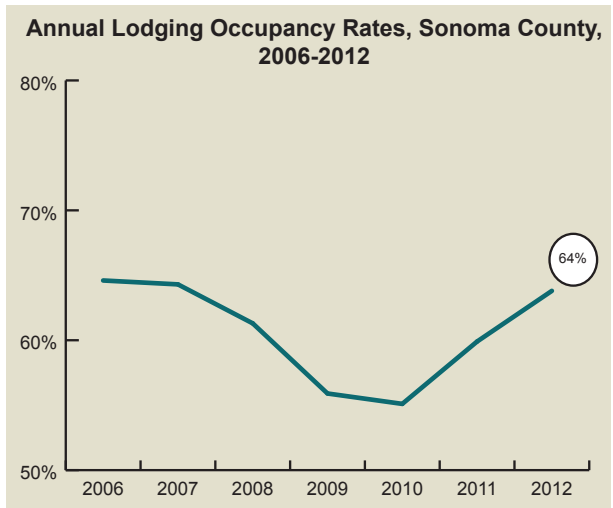
Annual Tourism Report: Tourism Industry Indicators

Lodging & Hospitality Assessment

As page 4 illustrates, visitors staying in hotels and motels are the single largest source of destination spending in Sonoma County, with an estimated \$726.6 million in spending in 2011 (2013 dollars). Lodging figures from 2012 suggest that travelers are returning to Sonoma County following the national economic downturn, indicating that we can expect to continue seeing growth in destination spending.

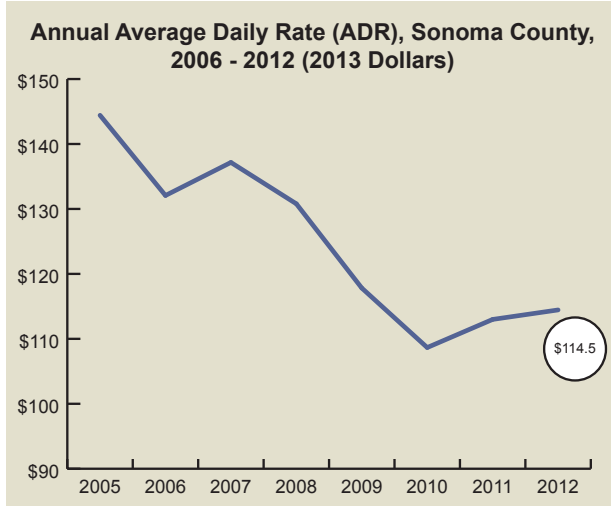
Annual Lodging Occupancy Rates

Sonoma County's occupancy rates stayed relatively stable amid expansion in Sonoma County's room offerings through 2007. During 2008 and 2009, however, average occupancy dropped as the recession decreased discretionary consumer spending. However, occupancy rates have been steadily increasing and the average for 2012 was 64%.



Annual Average Daily Rate (ADR)

Average daily rate (ADR) began to increase following the low seen in 2010 at \$101.90. Despite a 3.98% increase in 2011 and a 1.3% increase in 2012, Sonoma County's ADR still remains lower than the previous high of \$137.16 (2013 dollars) during 2007.



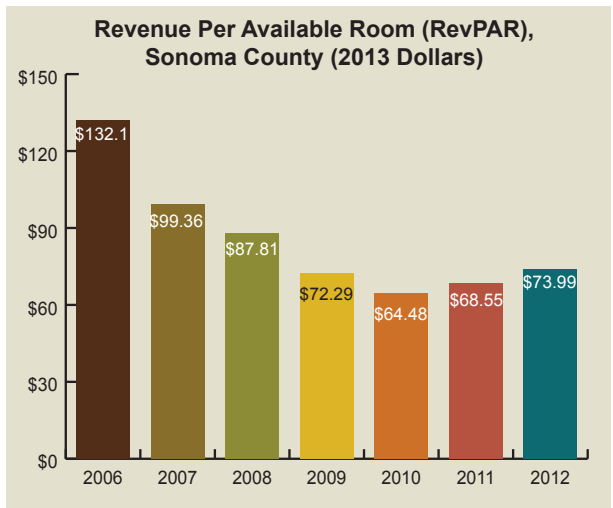
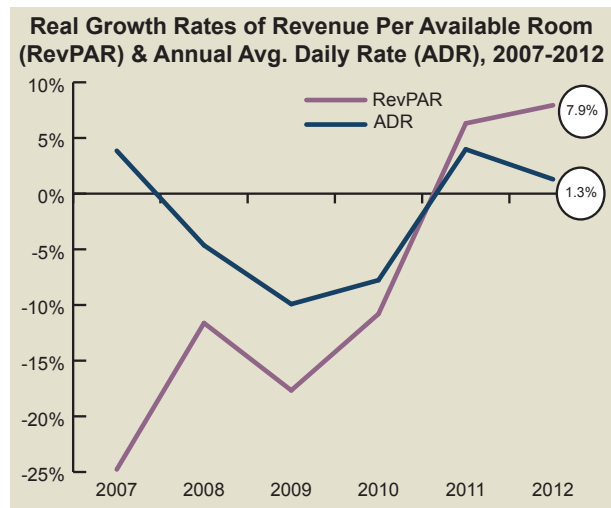
Revenue per Available Room

Revenue per available room (RevPAR) for Sonoma County have been increasing since 2010. While it has not reached the high levels of 2006 and 2007, RevPAR grew 7.9% from \$68.55 in 2011 to \$73.99 (2013 dollars) in 2012.

Real Growth Rates of RevPAR and ADR

Revenue per available room and average daily rate have both increased from 2010 to 2012. As occupancy rates and average daily rate both increase, revenue per available room is expected to return to pre-recession levels.

Source for all data: Smith Travel Research, 2013



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Annual Tourism Report: Tourism Industry Indicators

Tourism-Generated Taxes

Transient Occupancy Tax (TOT) is a local tax on room rental revenue in lodging properties located in Sonoma County. The TOT rate varies between 9% and 12% from city to city.

Annual TOT Collections

TOT revenues in Sonoma County increased 6.9% to \$23.9 million in 2012 when adjusted for inflation. TOT revenues fell in 2008 and 2009 as the recession began to negatively affect visitor traffic and spending nationwide. This downward trend has been fully reversed with 2012 TOT revenues being the highest ever in Sonoma County.

TOT Revenue Spending Areas

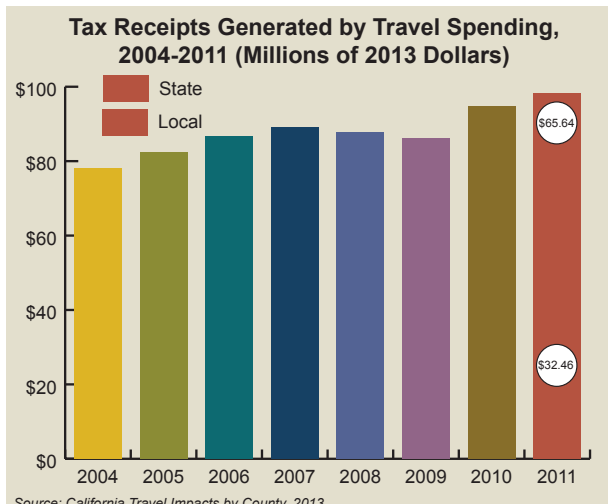
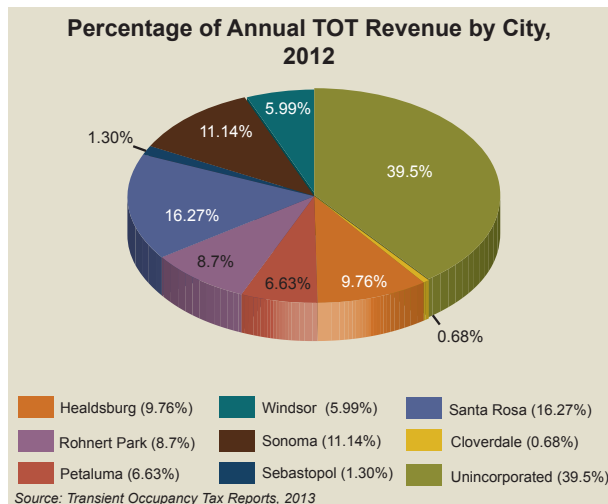
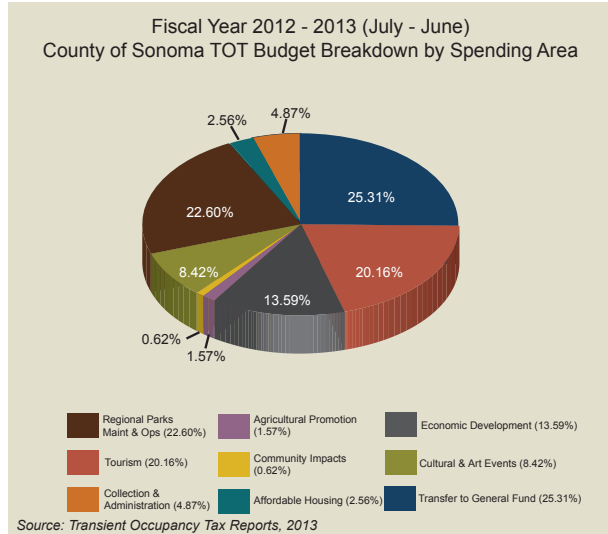
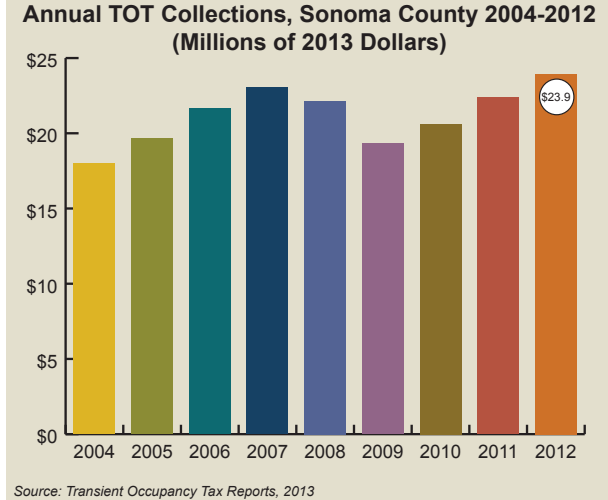
TOT funds are distributed to different spending areas. The majority of TOT funds go to regional park maintenance and operation (22.6%), tourism marketing (20.16%), or are transferred to the general fund in each city or area (25.3%).

Tax Receipts Generated by Travel Spending

Spending by day travelers and overnight visitors to Sonoma County generates a significant amount of tax for state and local governments. Total local taxes collected, including TOT, from visitors to Sonoma County were estimated at \$32.46 million in 2011, after adjusting for inflation. The state collected \$65.64 million from Sonoma County visitors in 2011, after adjusting for inflation. This is an increase from 2010 figures.

Percentage of Annual TOT Revenue by City

Revenues from TOT are divided between the County of Sonoma (which receives revenue from lodging properties in unincorporated regions) and the individual cities in the county. Collectively, the incorporated cities generated 60.5% of all revenue in 2012, while the unincorporated areas of the county generated 39.5%.



Annual Tourism Report

2013 Tourism Industry Survey

Tourism Industry Survey: Results Summary

The 2013 Tourism Industry Survey is an annual survey of Sonoma County tourism businesses performed by the Sonoma County Economic Development Board (EDB). Surveys were sent to more than 2,000 Sonoma County business owners, executives and individuals involved in the tourism sector. More than 300 respondents representing local wineries, restaurants, lodging establishments, tours & transportation, spa & wellness services and tourism-related businesses responded to questions regarding economic outlook visitor and business demographics, and marketing strategies, representing a 14% response rate, a strong rate for a mailed survey.

The source for all data in the following section is the 2013 Annual Tourism Survey

Key Findings

- Businesses have a positive outlook for tourism in the coming year. More tourism businesses feel optimistic about Sonoma County's tourism industry than reported in previous years, and more businesses expanded operations over the past year than in the year before.
- Most respondents believe that Sonoma County has a high potential to attract visitors overall; and the diversity of attractions and activities, Sonoma County's scenery and climate, and the county's culinary offerings are its greatest assets besides wine reputation/culture.
- The most commonly identified opportunities for Sonoma County tourism in niche markets were Cycling, Eco-tourism and Gay/Lesbian.
- Respondents feel local government agencies can make a positive difference in the tourism industry by assisting with licensing and permits and infrastructure improvement. Local promotion agencies can best assist respondent businesses through marketing, PR and media visits, and tourist industry trend reports. The majority of respondents feel that countywide and regional marketing initiatives are effective in promoting Sonoma County.

Annual Tourism Report

Survey Respondent Demographics

Owners and executives of more than 300 diverse tourism businesses responded to the EDB's 2013 Tourism Industry Survey. The following graphs outline the types of businesses that responded to our survey. Please note: respondents were asked to classify their own business/ operations type.

Tourism Industry Businesses

'Other' and 'Lodging' were the most common primary operations of responding businesses at 29.5% and 28%, respectively. The lodging classification of respondents is broken down further below. Businesses that classified themselves as 'other' include art galleries, museums, visitor centers and retail shops. Other respondents included businesses whose primary operations were 'winery' (19.8%), 'tour and transportation service or support' (7.5%), 'restaurant' (7.5%), 'recreation service provider or outfitter' (4.1%), and 'spa and wellness' (3.7%). The surveyed businesses reflect the diverse strength of Sonoma County's tourism industry.

LODGING CLASSIFICATIONS

1. Full Service Lodging

Properties offering a full range of on-premises food and beverage service, cocktail lounge, entertainment, conference facilities, shops and recreational activities provided by uniformed staff on duty 24 hours. Of 'lodging' respondents, 36.0% indicated they were classified as full service.

2. Vacation Rentals

These properties are fully-furnished condominiums, town homes or single family homes - featuring amenities such as games, beach equipment, DVD libraries, and a stocked kitchen. These properties are rented on a temporary basis to tourists as an alternative to a hotel. Of 'lodging' respondents, 17.3% indicated they were classified as vacation rentals.

3. Bed & Breakfast

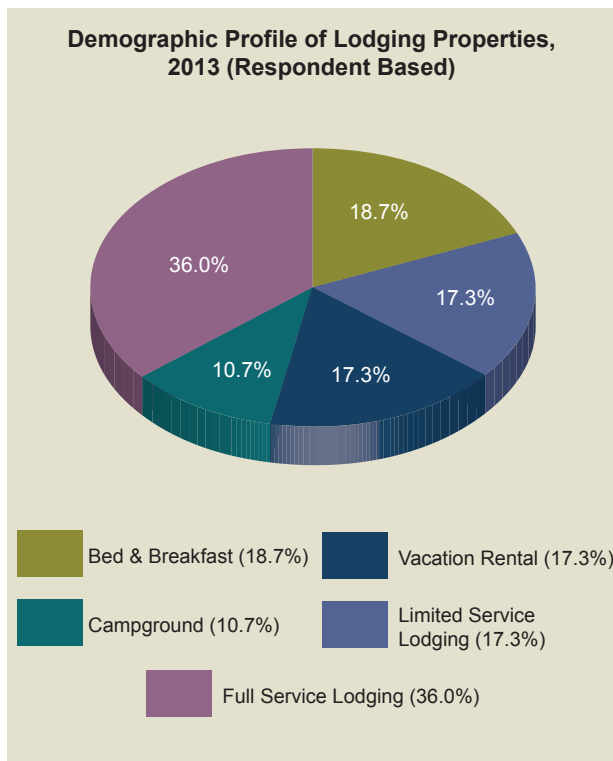
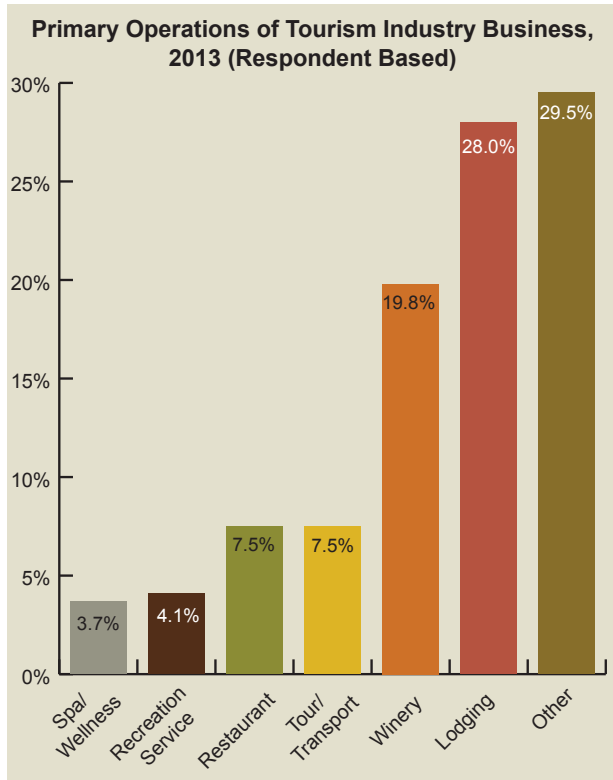
Smaller establishments emphasizing a more personal relationship between operators and guests. Guest units tend to be individually decorated. Rooms may not include some modern amenities and may have a shared bathroom. They are usually owner-operated. A continental or full hot breakfast is included in the room rate. Of 'lodging' respondents, 18.7% indicated they were classified as bed & breakfasts.

4. Limited Service Lodging

Only the basic services and facilities are available and self-service aspects are predominate for limited service lodging. Commonly, a continental breakfast may be offered rather than having a restaurant on premises. Of 'lodging' respondents, 17.3% indicated they were classified as limited service.

5. Campground

A place useful for overnight stay in the outdoors, where an individual, family or group may camp. Consists of open pieces of ground where a camper can pitch a tent or park an RV. Some campsites have amenities including fire pits, picnic tables, utility hookups, shower facilities, and more. Of 'lodging' respondents, 10.7% indicated they were classified as campground.



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Annual Tourism Report: Industry Survey

Survey Respondent Demographics (cont.)

From responses given, local tourism industry businesses may be described as independent, long-established and relatively small. The following graphs outline more details about the characteristics of Sonoma County's tourism businesses.

Number of Years in Business

The majority of respondents indicated they have been in business for more than 11 years. Almost half of the respondents have been in business for more than 20 years (48.8%) and 26.1% indicated they have been in business for 11-20 years. Almost equal numbers of businesses have either opened in the last 5 years (13.3%) or have been open for 6-10 years (11.8%). This suggests that there is room for growth, and that the tourism business is also sustainable in Sonoma County.

Independently Owned in Sonoma County

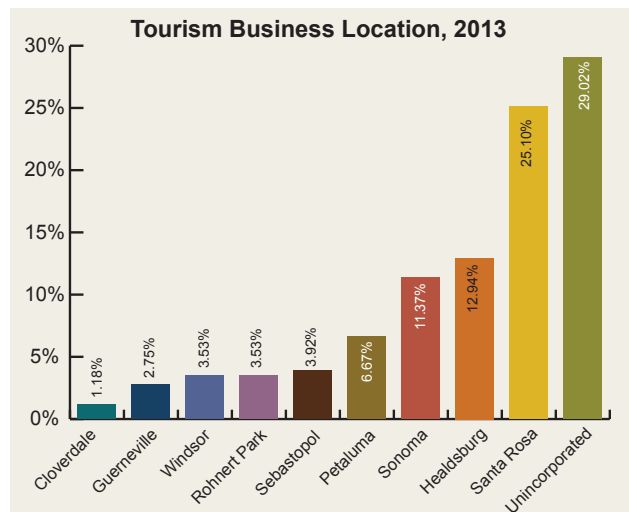
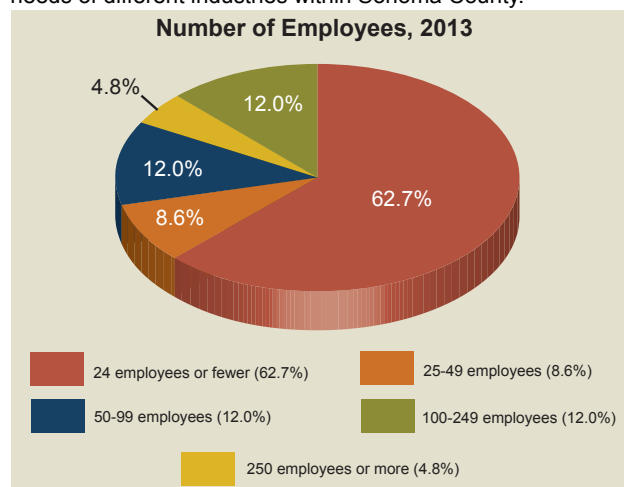
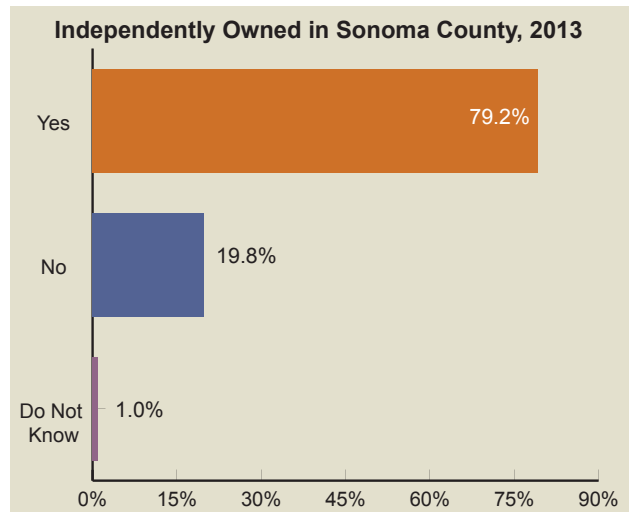
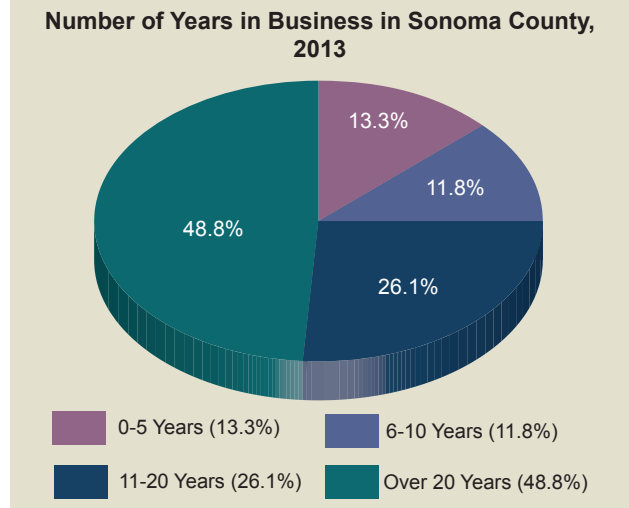
A significant percentage of businesses indicated that they are independently owned in Sonoma County (79.2%). Of those that are independently owned in Sonoma County, 5.6% indicated that they were a franchise.

Tourism Business Location

The majority of Sonoma County's tourism-related businesses that responded are located in unincorporated county (29.02%), Santa Rosa (25.10%), and Healdsburg (12.94%). Other areas of the county represented by respondents include the coastal cities of Bodega Bay, Jenner and the Sea Ranch, as well as smaller towns within Sonoma County.

Number of Employees

The majority of tourism businesses in Sonoma County employ 24 or fewer people (62.7%). On average, 50% of employees at business who employ 24 or fewer employees are part time. There was a significant variance in the reported part-to-full time mix by all respondents, reflecting the diverse employment needs of different industries within Sonoma County.



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Annual Tourism Report: Industry Survey

Industry Confidence & Outlook

Respondents were asked to indicate their perception about the tourism industry and whether they had expanded operations in the past year. Survey responses indicate that local tourism-related businesses are optimistic about the economy and travel industry.

Tourism Industry Outlook

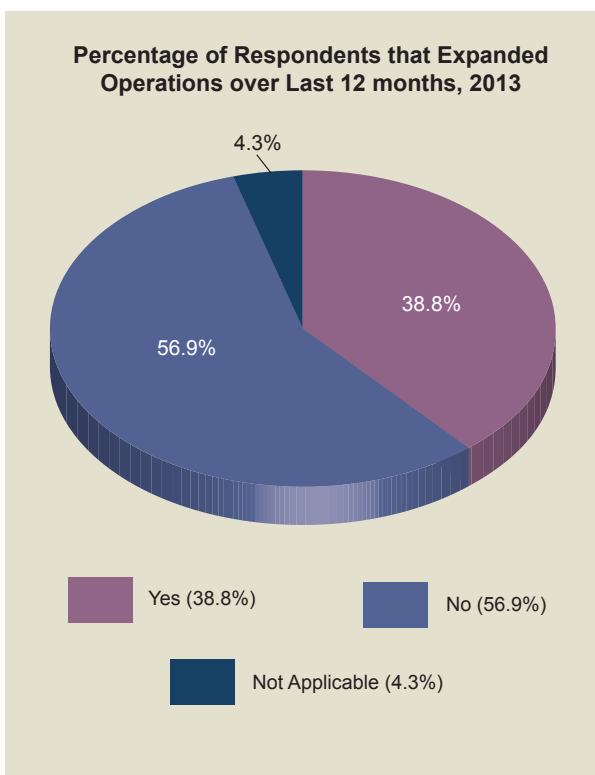
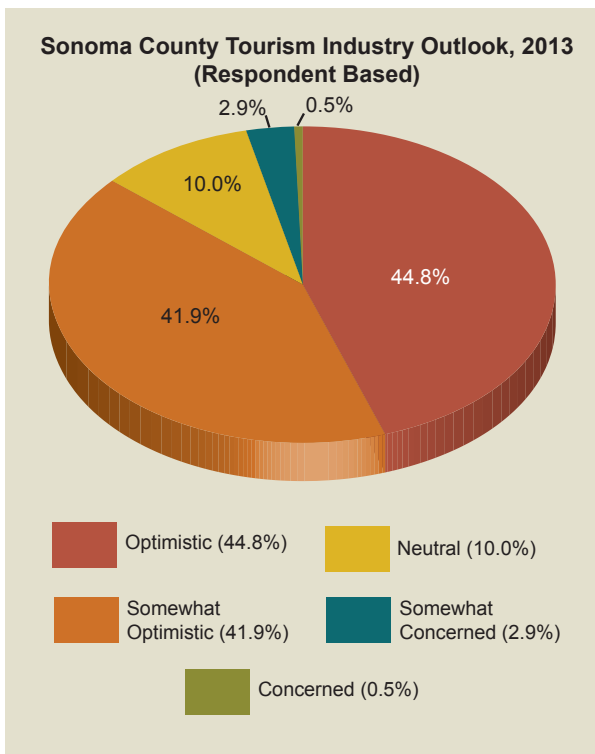
More than 85% of the tourism-related businesses that responded to the survey indicated that they were 'optimistic' (44.8%) or 'somewhat optimistic' (41.9%) about the tourism portion of their business in the next year. This is an increase over the percentage of respondents who had some hope for the tourism industry last year. Less than 5% of respondents indicated that they were 'concerned' (0.5%) or 'somewhat concerned' (2.9%) with the tourism portion of their business over the next year.

With industry optimism on the rise, this seems to have translated into the decision for businesses to expand their operations in the past year.

Operation Expansion over Last 12 Months

More tourism-related businesses are expanding their operations as tourism-spending returns to pre-recession levels. Of responding businesses, 38.8% indicated that they had expanded operations in the time between May 2012 and May 2013. Those that expanded indicated that they were already starting to see an increase in business and spending and were responding to new demand. The majority of businesses did not expand operations from May 2012 to May 2013 (56.9%). Those that did not expand indicated concern over the future of the general economy; citing issues over lack of economic resources such as financing, and not enough demand for their products.

Compared to the percentage of respondents that expanded over the same 2011-2012 time period, 57% more respondents indicated that they have expanded over the last 12 months. As the travel and tourism sector rebound in upcoming years coupled with increased optimism, it is likely that tourism businesses will continue to expand their operations.



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Annual Tourism Report: Industry Survey

Marketing, Government & Promotional Assistance

Sonoma County's tourism industry is a diversified market of service-oriented businesses and segmented markets. The diversification results in a wide range of marketing channels and budgets to reach out to customers. There is also a variety of areas where tourism businesses feel they can be assisted by local government agencies and promotion agencies.

Potential for Local Government Assistance

Tourism-related businesses indicated that the largest potential for government assistance to their business is concerning licensing and permitting (64.8%), and infrastructure improvement (59.9%). Respondents also indicated that local government could help them with 'other' things which include destination marketing and parking issues.

Potential for Local Promotion Agency Assistance

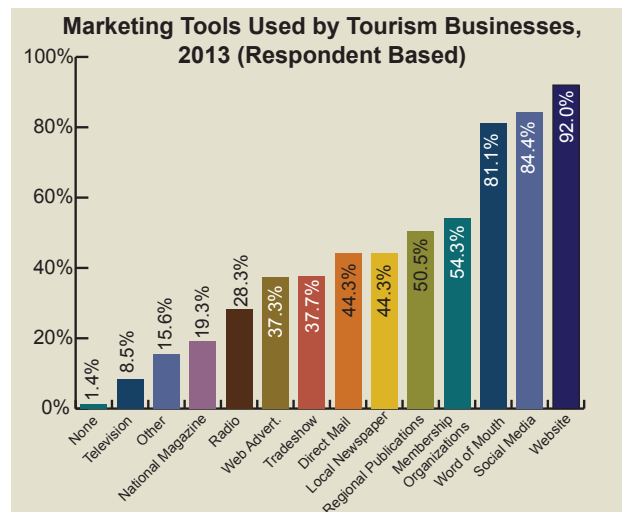
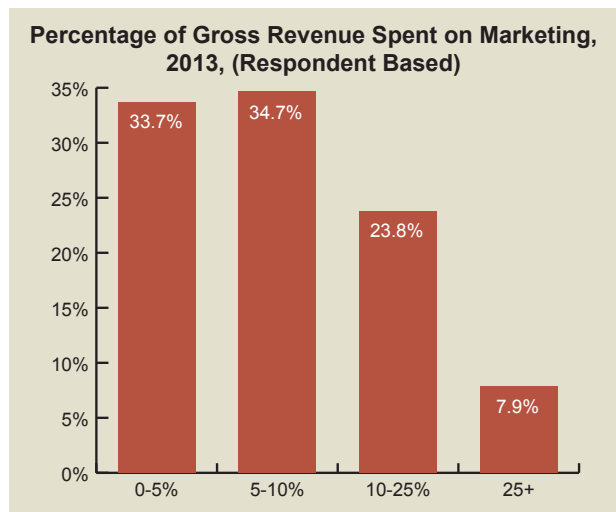
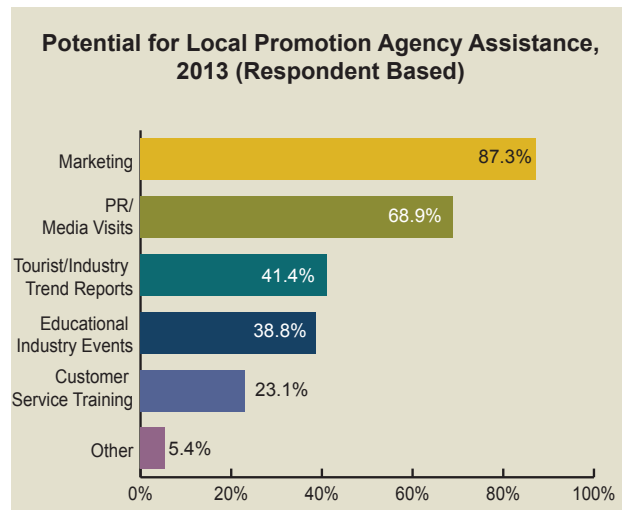
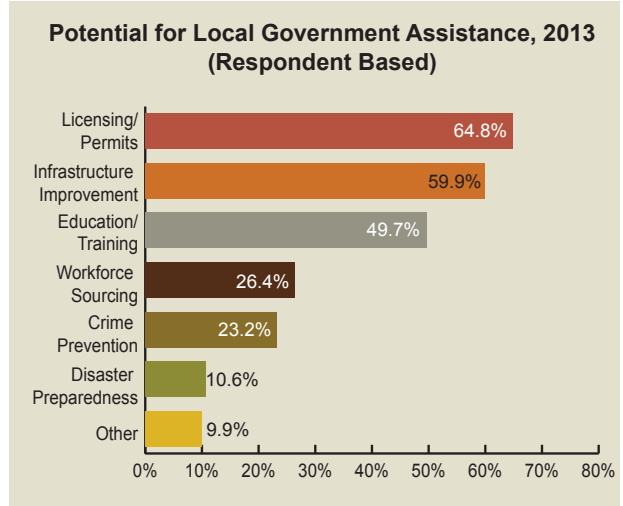
The potential for local promotion agencies to help tourism-related businesses exist in marketing (87.3%) and PR/ media visits (68.9%) and 41.4% of respondents indicated they found trend reports useful.

Marketing Tools Utilized by Tourism Businesses

The most widely used marketing tool among tourism businesses was a business website (92.0%), this was followed by social media (84.4%) and then by word of mouth (81.1%). The least used marketing outlets were television (8.5%), national magazines (19.3%) and radio (28.3%).

Percentage of Gross Revenue Spent on Marketing

The majority of tourism-related businesses spend between 0-5% (33.7%) and 5-10% (34.7%) of gross revenue on marketing efforts. Fewer respondents indicated spending in both brackets than in 2012, with more respondents indicating that they spend between 10-25% or more than 25% of their gross revenue on marketing.



www.sonomaedb.org

Annual Tourism Report: Industry Survey

Attractions & Potential Market Opportunities

Tourism-related businesses were asked to indicate what tourism assets were most attractive to potential visitors to Sonoma County and in what markets there was room for growth. Please note: respondents were asked to identify which three niche markets they felt were the biggest opportunity for Sonoma County. As a result, the percentage in the corresponding graph indicates the number of times a niche market was selected as a top three.

Potential for Attracting Visitors

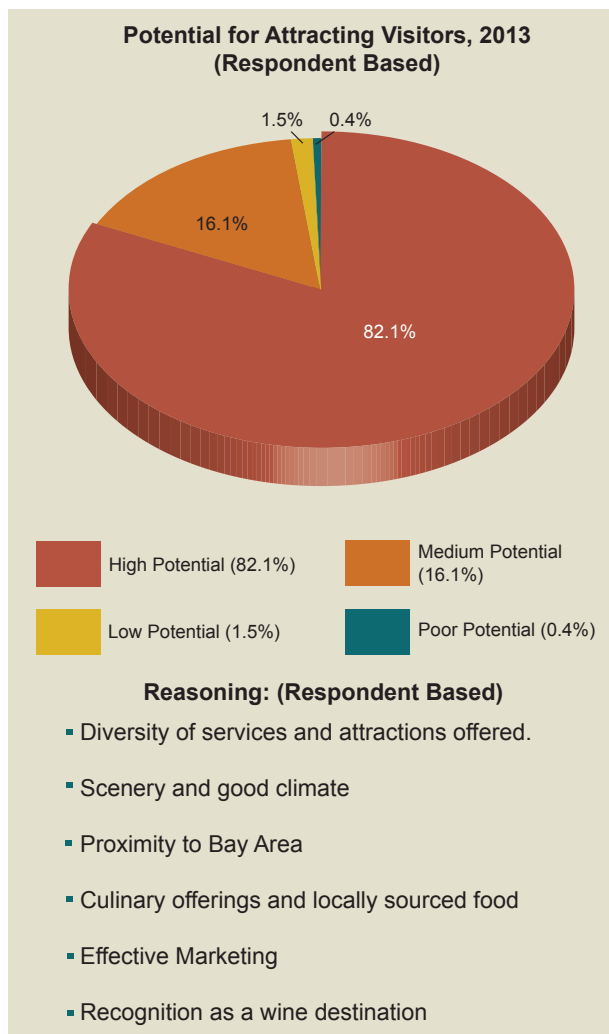
More than 80% of respondents felt that Sonoma County had a high potential to attract visitors (82.1%). This was largely due to the diversity of services and attractions available to visitors and the climate and scenery. Of those who indicated otherwise, the largest concern was competition from Napa County and the Bay Area.

Pull Attraction in Sonoma County

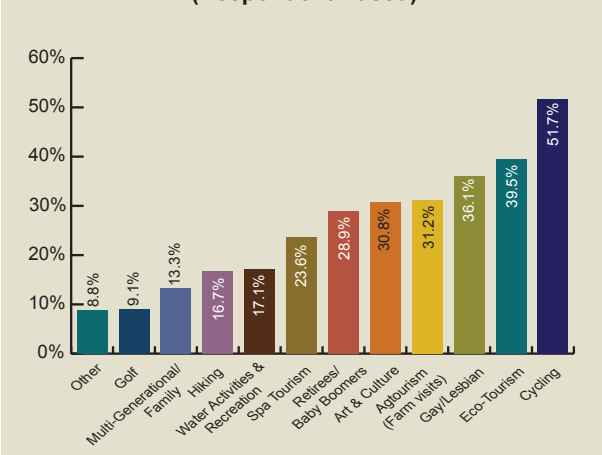
Tourism-related businesses were asked to rank tourism assets on a scale from one to five, one for a least attractive asset and five for a most attractive asset. Respondents indicated that besides wine reputation, the most attractive assets to visitors are scenery (Average rating of 4.53), culinary offerings (4.31) and outdoor recreational activities (4.17). These top-three assets remain unchanged from 2012, although the score for each category increased.

Niche Market Opportunities for Sonoma County

Markets that tourism businesses felt would be good opportunities for Sonoma County were varied. The most reported niche market was cycling (51.7%), followed by eco-tourism (39.5%) and gay/lesbian (36.1%). Respondents who indicated 'other' (8.8%) suggested culinary market and craft beer.

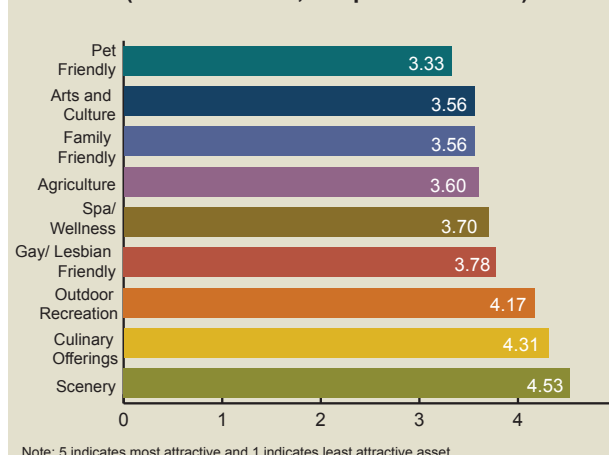


Niche Market Opportunities for Sonoma County, 2013 (Respondent Based)



www.sonomaedb.org

Pull Attractions in Sonoma County, 2013 (Excludes Wine, Respondent Based)



Annual Tourism Report: Industry Survey

Marketing Initiatives & Agency Involvement

Industry respondents cited many marketing opportunities to showcase Sonoma County's tourism assets. Responses indicate that there is more opportunity for businesses to collaborate with promotional agencies like Visitor Centers and Sonoma County Tourism.

Effectivity of Marketing Initiatives

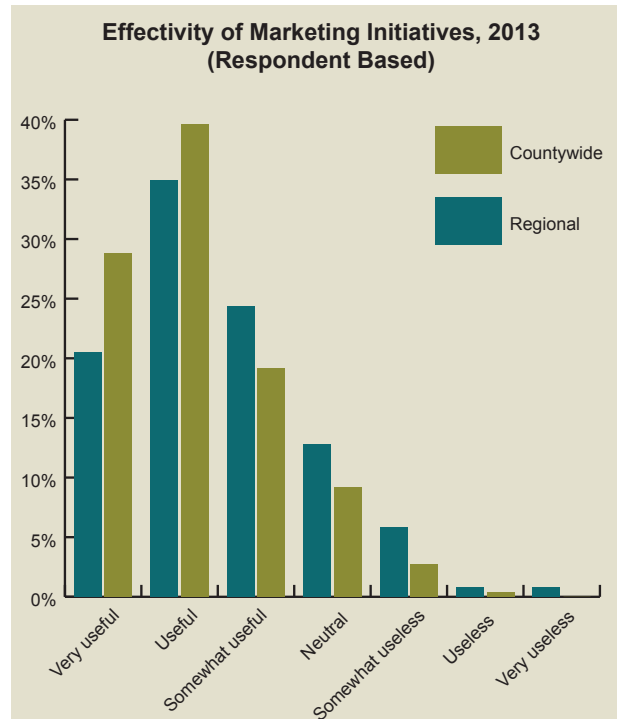
The majority of respondents indicated that tourism marketing initiatives were 'useful' for countywide marketing (39.6%) and 'useful' for regional marketing (34.9%). Very few respondents felt that regional or countywide marketing initiatives were 'somewhat useless' to 'very useless'. However, many respondents indicated suggestions to improve marketing. These included more region-specific marketing, more non-wine activity promotion and expanding specific niche marketing.

Involvement with Sonoma County Tourism

Respondents were asked to indicate how involved they were in working with Sonoma County Tourism (SCT). The majority indicated that they are somewhat involved with Sonoma County Tourism (62.1%). Of those who worked with SCT, a larger percentage felt that regional and countywide marketing initiatives were 'useful' than 'somewhat useless' to 'very useless'.

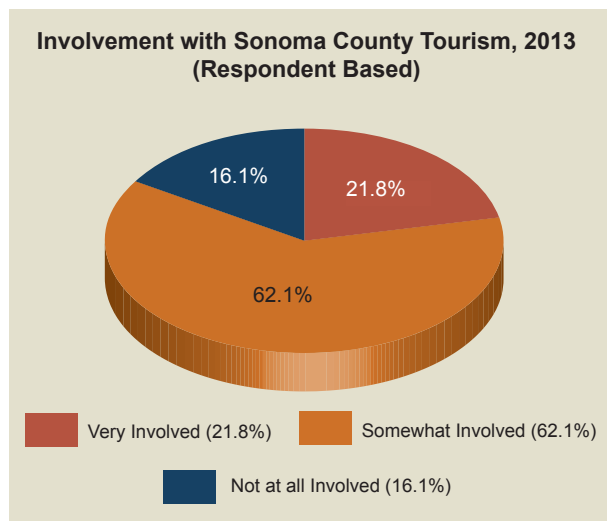
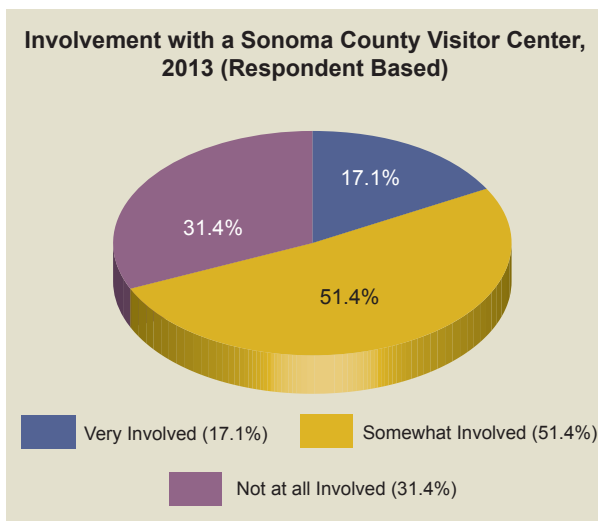
Involvement with Sonoma County Visitors Center

Respondents were also asked to indicate whether they worked with a local Sonoma County visitor center. The majority of respondents indicated that they were somewhat involved in working with Sonoma County Visitor Center (51.4%). Of those that were not working with a Visitor Center, the majority still felt that the regional and countywide marketing efforts were 'useful'.



Suggestions for Improved Marketing, 2013

- Market non-wine activities
- Market specific regions and locations within the county more heavily
- Do more promotion of smaller tourism businesses
- Increase specific niche marketing
- More marketing promotions



www.sonomaedb.org

Methodology

The Sonoma County Economic Development Board (EDB) conducted its 2013 survey of Sonoma County tourism businesses in relation to the tourism industry. Owners and executives of more than 300 tourism businesses rated their confidence in the industry and identified changes and needs they expect at their businesses in the near future. The responses covered businesses in a broad range of tourism establishments. The survey asked tourism-centered businesses to respond to a broad array of questions about their market and marketing efforts, their visitor demographics, their expansion plans, the demographics of the industry, and their opinion on key county tourism policies. This report represents the findings from that survey as well as an analysis of those responses.

In addition to the survey responses, the Sonoma County 2013 Annual Tourism Report includes general background information for the tourism industry on a regional and national level. Statistics presented represent the most recently published data from the Travel Industry Association (TIA), www.tia.org, Smith Travel Research, and the California Travel and Tourism Commission's California Travel Impacts by County, prepared by Dean Runyan & Associates and updated May 2013, www.visitcalifornia.com. The EDB used the U.S. Bureau of Labor Statistics' Consumer Price Index to adjust some data for inflation, <http://www.bls.gov/>. Lodging classifications were defined by AAA, www.AAA.com. The EDB collected and compiled all TOT data from each Sonoma County jurisdiction.

Please note that all survey data contained in this report is based on the information self-reported by respondents, which was not factually verified by the EDB. The responses were then gathered into a database for analysis. Due to the fact that survey respondents may provide no responses to some questions, the category percentages indicated in the graphs for those questions may not add up to 100%. Where replies are mutually exclusive, percentages may be slightly off due to rounding. Where replies are not mutually exclusive, percentages may total more than 100%. As mentioned above, it was our intention to obtain averages that provide a general "snapshot" of various issues for the hospitality/tourism industry in Sonoma County. Accordingly, the data averages are not weighted by any factor or interest.

Acknowledgements

The 2013 Annual Tourism Report would not have been possible without the contributions of many individuals.

Most of the credit for this study belongs to the local businesses that participated in the survey. Their responses created the foundation upon which the tourism sector could be studied and analyzed.

Special acknowledgement is also due to Ken Fischang and Tim Zahner at Sonoma County Tourism for their invaluable suggestions and generous provision of statistical data on the tourism sector in Sonoma County.

Finally, Audrey Bendowski, Tourism Project Coordinator with the EDB, contributed a significant amount of time and effort to the report through surveying administration, compilation, and organization of the report, data, and survey findings. Audrey Bendowski updated and consolidated the data sources and statistics from previous years to create this comprehensive analysis, and deserves special thanks.

Ben Stone
Executive Director

www.sonomaedb.org



With acknowledgement and appreciation to local key businesses supporting Sonoma County Economic Development:



Director



Executive



Sponsors



American AgCredit



Economic Development Board
401 College Avenue, Suite D
Santa Rosa, CA 95401
(707) 565-7170
www.sonomaedb.org



Sonoma County Health Services ■ County of Sonoma Board of Supervisors

HOSPITALITY INDUSTRY **ACRONYMS**

| | |
|---|--|
| ABA - American Bus Association | IAAM - International Association of Auditorium Managers |
| ACOM - Association of Convention Operations Managers | IACC - International Association of Conference Centers |
| ADOS - Associate Director of Sales | IAEM - International Association of Exposition Managers |
| ADR - Average Daily Rate | ITME - Incentive Travel and Marketing Executive/ Motivation Show |
| AFOC - Association Forum of Chicagoland | JATA - Japanese Association of Travel Agents |
| ASAE - American Society of Association Executives | LGBT - Lesbian, Gay, Bisexual, Transgender |
| ATI - American Tours International | MPG - Meeting Planner Guide |
| AVA - American Viticultural Areas | MPI - Meeting Professionals International |
| A/V - Audio Visual | MPI CAC - MPI Chicago Area Chapter |
| BATW - Bay Area Travel Writers | MPI NCC - Meeting Professionals International Northern California Chapter |
| BEO - Banquet Event Order (<i>Plus service charge, plus tax</i>) | NCSAE - Northern California Society of Association Executives (a chapter of ASAE) |
| BRC - Business Reply Card | NN - Need need |
| CAE - Certified Association Executive | NSF - Net Square Feet - square footage devoted only to exhibit booths, usually 50 percent of gross amount |
| CalSAE - California Society of Association Executives | NTA - National Tour Association |
| CC - Convention Center | OWAC - Outdoor Writers Association of California |
| CDME - Certified Destination Management Executive | PCMA - Professional Convention Management Association |
| CSS - Council of Engineering Scientific Societies | PP - Per Person |
| CHME - Certified Hospitality Marketing Executive | Post-Con - Post-convention meeting |
| CIC - Convention Industry Council | Pre-Con - Pre-convention meeting |
| CMP - Certified Meeting Professional | PRMC - Public Relations, Marketing & Communications |
| CONF - Conference Style | RCMA - Religious Convention Management Association |
| CPG - Cost Per Gallon | RevPAR - Revenue Per Available Room |
| CPOR - Cost Per Occupied Room | RFP - Request for Proposal |
| CSSM - Convention Services Sales Manager | RFQ - Request for quote |
| CTA - Certified Tourism Ambassador | ROI - Return on Investment |
| CTP - Corporation for Travel Promotion | SATW - Society of American Travel Writers |
| C/S - Classroom Style | SGL - Single |
| CVA - Convention & Visitors Authority | SGMP - Society of Government Meeting Planners |
| CVB - Convention & Visitors Bureau | SMERF - Social, Military, Educational, Religious & Fraternal Organizations |
| DBL/DBL - Two Double Beds | SWAG - Stuff we all get |
| DMAI - Destination Marketing Association International | TAG - Travel Alternatives Group |
| DMC - Destination Management Company | TMI - Too much information |
| DOS - Director of Sales | TRN - The Reunion Network |
| EI - Economic Impact | T/S - Theater Style |
| F&B - Food & Beverage | U/S - 'U' shape |
| GM - General Manager | WACVB - Western Association of Convention and Visitors Bureaus |
| GSF - Gross Square Feet - total amount of square footage needed for exhibits, including aisles | WIB - Workforce Investment Board |
| GTD - Guaranteed | 30-day - Reservations due 30 (45 or 60) days before arrival |
| HCEA - Healthcare Convention & Exhibitors Association | |
| H/S - Hollow Square | |
| HSMIA - Hospitality Sales & Marketing Association International | |

do you speak SONOMA?

do you speak SONOMA?

Sonomads: *n.* People who embrace the wanderlust of Sonoma Wine Country.

Speak a little Sonoma and you'll feel like a local. Because you're more than a visitor, you're a new friend. Learn by immersion and win a savory Sonoma County experience! SonomaCounty.com/speakSonoma 1-800-576-6662

Leisure - Sonomads 2

do you speak SONOMA?

Coasting: *n.* Strolling, surfing, and staying where the sand meets the sea, the vistas are endless and the experience a natural wonder.

Speak a little Sonoma and you'll feel like a local. Because you're more than a visitor, you're a new friend. Learn by immersion and win a savory Sonoma County experience! SonomaCounty.com/SpeakSonoma 1-800-576-6662

do you speak SONOMA?

Sonomacentive: *n.* A cash incentive of up to \$4,000 when you book your meeting in Sonoma County.

Speak a little Sonoma for the ultimate meeting experience. Get up to \$4,000 for your next meeting. SonomaCounty.com/MeetInSonoma 1-800-576-6662

Meetings - Sonomacentive

do you speak SONOMA?

Corkhopping: *n.* Enjoying wine tasting at multiple Sonoma County wineries.

Speak a little Sonoma for the ultimate group tour. Because you're more than a visitor, you're a new friend. Get cash incentives up to \$1,000 when you bring your group here! SonomaCounty.com/grouptour 1-800-576-6662

Group Tour - Corkhopping

do you speak SONOMA?

SonoMulligan: *n.* With a little extra practice, the ability to play golf in Sonoma Wine Country again and again.

Grab your bag and head our way. [See your website guide here. SonomaCounty.com/SpeakSonoma](http://SonomaCounty.com/SpeakSonoma) 1-800-576-6662

Golf Ad - SonoMulligan

do you speak SONOMA?

Sonomads: *n.* People who embrace the wanderlust of Sonoma Wine Country.

Speak a little Sonoma and you'll feel like a local. Because you're more than a visitor, you're a new friend. Learn by immersion and win a savory Sonoma County experience! SonomaCounty.com/gay 1-800-576-6662

T - Sonomads - Men's Version





ANNUAL REPORT 2013

AR MP

2014 MARKETING PLAN



SONOMA
COUNTY
TOURISM

**SONOMA COUNTY TOURISM
(ALSO KNOWN AS SCT) IS
THE OFFICIAL DESTINATION
MARKETING ORGANIZATION
DEDICATED TO PROMOTING
SONOMA COUNTY AS AN
OVERNIGHT DESTINATION.**

SCT is a private, non-profit 501(c)6 organization, staffed by professionals in the fields of sales, marketing, communications, and administration. It is governed by a volunteer board of directors, with input from committees, stakeholders, and the general public.

The core values of the SCT are **accountability, innovation, leadership, transparency** and **diversity**. These values drive our strategic planning, and affect decisions for sales, marketing, and operations.

The majority of SCT's funding comes from a 2 percent assessment on applicable lodging rooms within the Sonoma County Tourism Business Improvement Area. SCT also receives funds from the County of Sonoma's Advertising Award Program.

Tourism in Sonoma County has a direct economic impact of more than \$1.47 billion annually, and represents close to 20,000 local jobs. Taxes collected from visitors mean \$94.8 million in government revenues, and those funds are used for general funds for government, regional parks, arts and cultural organizations, affordable housing and public safety.

SCT's efforts are divided into three main segments of travelers: individual leisure travelers, meetings and groups, and tour and travel, which are the buyers of packaged travel like tour operators and travel agents. Combining these three segments provides a "balanced portfolio" of potential travelers, so SCT can bring more "heads in beds" throughout the year.



Sonoma County Tourism | 3637 Westwind Blvd., Santa Rosa, CA 95403
707-522-5800 | 800-576-6662 | www.SonomaCounty.com/partners

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A MESSAGE FROM SCT'S BOARD CHAIRS AND PRESIDENT/CEO

We are winding down a successful year – 2013 – for the hospitality industry in Sonoma County. Occupancy is up, lodging rates are up, and research tells us that the money we invest is showing positive returns.

We successfully launched a new, state-of-the-art website. We connected directly with leisure travelers through marketing partnerships. We booked a record number of meetings and weddings.

Sonoma County's assets, coupled with a professional staff and the support of our board of directors, allows us to get the Sonoma County message in front of millions of potential travelers from around the world.

This isn't just "feel good" talk. The proof is in the numbers: Sonoma County's \$1.47 billion tourism economy generates around \$95 million in state and local government revenue. Tourism supports almost 17,000 jobs in Sonoma County.

In this – our annual report and marketing plan – you'll find details of how we met our sales and marketing goals beyond our expectations. We've also laid out an ambitious plan for 2014 that will only be successful if you, our partners, become involved in helping us tell the Sonoma County story.

We recommend that the SCT BIA continue with its present boundaries and assessment methods. We look forward to another great year marketing our amazing destination together.

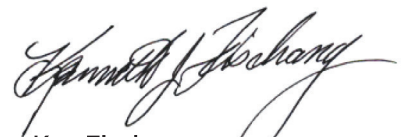
Sincerely,



Tim McGregor, CTA
2013 Board of Directors Chair



Pauline Wood, CTA
2014 Board of Directors Chair



Ken Fischang, CHME, CMP, CTA
President and CEO



Sonoma County Tourism exists to market and sell Sonoma County as a desirable destination to visitors who are traveling for leisure or business. In other words, SCT's goal is to put more heads in lodging properties' beds.

Because of SCT's successful programs, the tourism economy had a good year in 2013.

Occupancy at lodging properties grew by more than 9 percent, and lodging properties were able to raise rates, generating more revenue for businesses and local governments.

According to the Annual Tourism Survey of more than 300 tourism-related businesses in Sonoma County, 87 percent of businesses are "optimistic" or "somewhat optimistic" about their prospects for the next year.

SUCCESSSES IN 2013

- Graduated more than 900 people in the Sonoma County Certified Tourism Ambassador program, 80 percent above the goal of 500 for the first year.
- Launched a new website that saw a 90 percent increase in web visitation, with an incremental increase in destination spending of more than \$10.6 million.
- On the sales side, lead generation was up 6 percent with room nights booked up 9 percent, which generated an economic impact of \$5.1 million dollars. Weddings generated more than 177 leads with a 9 percent increase in definite bookings.
- Shared the Sonoma County Brand, an initiative with the Sonoma County Vintners and Sonoma County Winegrowers (known collectively with SCT as the Trio and will be referred to as such throughout this document) with other allied entities such as Visit Santa Rosa, Petaluma Downtown Association and Visitors Center, Sebastopol Area Chamber of Commerce, and Sonoma County Harvest Fair.
- Continued pursuing international markets, building relationships with tour operators and media in the U.K., Germany, Australia, New Zealand, Canada, Mexico, and Asia.

SUMMARY

LOOKING AHEAD IN 2014

In the coming year, major initiatives for SCT include:

- Strong year-round advertising and marketing programs that promote Sonoma County as an overnight destination, coupled with seasonal campaigns regionally to bring in business during need periods.
- A strong, viable brand message with each ad buy, sales connection, and marketing program, which will be enhanced by the conjunctive labeling law in the wine industry.
- Increased representation in the Chicago, Northeast U.S., and Washington, D.C. meetings and group markets.
- Growth in leads and visitation from international markets.
- Continued support of the \$54 million airport expansion and attraction of more air service connections to the Midwest and East Coast.
- Continue offering the Sonoma County Certified Tourism Ambassador program.
- Offer service training opportunities to hospitality professionals throughout the destination, in order to make excellent service a hallmark of a visit to Sonoma County.

SONOMA COUNTY TOURISM **BOARD OF DIRECTORS**

| | | |
|--|---|-------------------------------|
| Joe Bartolomei | Farmhouse Inn & Restaurant, Owner | <i>COUNTY / DISTRICT 5</i> |
| Percy Brandon, CTA | Vintners Inn, General Manager | <i>LODGING / DISTRICT 4</i> |
| Jennifer Buffo, CTA | Pure Luxury Transportation, Owner/COO | <i>COUNTY / DISTRICT 2</i> |
| Floriann Bynum, CTA | Flamingo Resort & Spa, General Manager | <i>LODGING / DISTRICT 3</i> |
| VICE CHAIR / Dan Christensen, CTA | Geyserville Inn, Owner | <i>LODGING / DISTRICT 4</i> |
| Jonathan Coe, CTA | Santa Rosa Chamber of Commerce, President | <i>COUNTY / DISTRICT 3</i> |
| Dan Evans | Sheraton Sonoma County Petaluma, Senior VP RIM Hospitality | <i>LODGING / DISTRICT 3</i> |
| Veronica Ferguson, CTA | Sonoma County Administrator | <i>COUNTY / SONOMA COUNTY</i> |
| Michelle Heston | Fairmont Sonoma Mission Inn & Spa, Regional Director of Public Relations | <i>LODGING / DISTRICT 1</i> |
| Lowell Johnson | Sea Ranch Lodge, General Manager | <i>LODGING / DISTRICT 5</i> |
| Steve Jung | Doubletree by Hilton, General Manager | <i>COUNTY / DISTRICT 2</i> |
| Michael Kennett, CTA | Fern Grove Cottages, Owner/Innkeeper | <i>LODGING / DISTRICT 5</i> |
| Karissa Kruse, CTA | Sonoma County Winegrowers, President | <i>COUNTY / DISTRICT 5</i> |
| Rachel LeGrand | Russian River Getaways, Owner | <i>LODGING / DISTRICT 5</i> |
| Kirk Lok, CTA | The Lok Group of Companies, President/CEO | <i>COUNTY / DISTRICT 5</i> |
| James Luchini, CTA | Francis Ford Coppola Winery, Special Events/Performing Arts Manager | <i>COUNTY / DISTRICT 4</i> |
| SECRETARY / Tim McGregor, CTA | Bodega Bay Lodge, General Manager | <i>LODGING / DISTRICT 5</i> |
| Jennifer Milligan, CTA | Administrator Analyst, County Administrator Office | <i>COUNTY / SONOMA COUNTY</i> |
| TREASURER / Dan Parks, CTA | Sonoma Creek Inn, Owner | <i>LODGING / DISTRICT 1</i> |
| Wendy Peterson, CTA | Sonoma Valley Visitors Bureau, Executive Director | <i>COUNTY / DISTRICT 1</i> |
| Gary Saperstein | Out in the Vineyard, General Manager | <i>COUNTY / DISTRICT 1</i> |
| David Scott, CTA | Sheraton Sonoma County Petaluma, General Manager | <i>LODGING / DISTRICT 2</i> |
| Sally Shaffer | Hilton Sonoma Wine Country, General Manager | <i>LODGING / DISTRICT 3</i> |
| CHAIR / Pauline Wood, CTA | Petaluma KOA, General Manager | <i>LODGING / DISTRICT 2</i> |

CURRENT MEMBERS AS OF NOV. 1, 2013

SONOMA COUNTY SUPERVISORIAL DISTRICTS



SONOMA COUNTY TOURISM PROMISE

As professionals living and working in this region, the Sonoma County Tourism (SCT) team is committed to moving Sonoma County forward and growing the economy through tourism.

We are committed to these core values that drive our passion for this industry, our organization, and our community:

INTEGRITY

We accept only the highest ethical standards in all of our activities, including sales, marketing, public relations, and accountability.

PARTNERSHIP

We are the “synergistic glue,” engaging our region in building relationships to further our mission and promote a stronger visitor industry.

SERVICE

We commit to delighting our customers by going above and beyond their expectations for service.

INNOVATION

We are leaders in innovative programming, sales, marketing, and technology, leading the charge in positive destination marketing and economic growth.

PASSION

We enthusiastically promote our destination and organization, inspiring community pride in our region’s diverse assets.

SCT STAFF

| | |
|--------------------------------------|--|
| Nicole Bradin, CTA | Executive Office Manager |
| Chyrl Collins, CMP, CTA, CTIS | Tourism Sales Manager |
| Mark Crabb, CMP, CTA, FCDME | Chief Sales Officer |
| Ken Fischang, CHME, CMP, CTA | President/CEO |
| Kathleen Gray | Accountant |
| Jeff Herdell, CTA | Webmaster for SCT, SCV, SCW |
| Paula Higgins, CMP, CTA | Group Sales Director |
| Ariane Hildebrand, CTA | Interactive Manager |
| Kila Janusevskis, CTA | Sales Coordinator |
| Bill Judson, CTA | Chief Financial Officer |
| Tina Luster, CTA | Communications Manager |
| Tamara McGiboney, CTA | National Sales Manager, Southwest U.S. |
| Susan Montes, CTA | Meeting Sales and Services Manager |
| Ginger Myrick | Advertising Traffic Coordinator |
| Barb Quigley, CTA | National Sales Manager, Midwest/Washington, D.C. |
| Sandy Shuster, CTA | Customer Service / CTA Coordinator |
| Beth Snow, CTA | Marketing Manager |
| Maureen Tunheim, CTA | Administrative Manager |
| Jill VandenHeuvel, CDME, CTA | Advertising and Industry Relations Director |
| Birgitt Vaughan, CTA | Public Relations Manager |
| Jamie Ward, CMP, CTA | National Sales Manager, Southeast/Eastern U.S. |
| Tim Zahner, CTA | Chief Marketing Officer |
| <i>(TBA)</i> | Marketing Coordinator |

SUPPORT SERVICES

| RESPONSIBILITIES | COMPANY NAME |
|---|---|
| LEGAL COUNSEL | Bill Arnone Merrill, Arnone and Jones, LLP |
| AUDITING | Torkelson & Associates |
| RESEARCH | Hanna Berglund Sonoma County Economic Development Board |
| DATA MANAGEMENT | Jennifer Jones |
| HUMAN RESOURCES | Chuck McPherson Leap Solutions Group |
| CERTIFIED TOURISM AMBASSADOR PROGRAM | Mo McElroy |

ANNUAL REPORT 2013

■ MEETINGS ■ GROUP SALES ■ TOUR & TRAVEL





OVERVIEW

SCT's sales team knows relationships sell. Over the years, the team invested face time with clients throughout established markets, via trade shows, professional organizations, and one-on-one meetings.

The time investment in building relationships is paying off: In 2013, planners who haven't booked in Sonoma County sought out team members at various events to ask what the destination has to offer. Established clients are also bringing repeat business to Sonoma County.

In 2013, lead generation was up 6 percent, room nights booked up 9 percent, and the economic impact is up 18 percent.

The cash incentive brought in 30 bookings, generating 4,888 room nights, with an economic impact of \$2.9 million.

The wedding market generated more than 177 leads with a 9 percent increase in bookings. The cash incentive brought in 31 weddings, with 1,100 room nights and an economic impact of \$580,000. The cash incentive program will continue through 2014.

OBJECTIVES

Use existing contacts in the meetings and tour and travel markets to book mid-week overnight business for lodging properties in the business improvement area. Offer a cash incentive during need periods to qualified planners and operators. Increase the number of room nights booked in Sonoma County.

■ MEETINGS, GROUP MARKETS

GOAL: *Meet or exceed the 2012-13 fiscal year team goals of leads, leads turned definite, and room nights for the meetings and group markets.*

- Result:** Distributed leads up 29 percent over 2011-12 fiscal year.
- Last year: 193 leads; this year: 270 leads
 - Room nights are up 19 percent over 2011-12 fiscal year.
- Result:** Definite total leads were down slightly, but definite room nights were up 2 percent.
- Result:** Through partnership efforts with third-party planners (Cvent, HelmsBriscoe and Conference Direct) the sales team generated a significant amount of leads; 36 percent of the leads were generated from these partnerships.
- Result:** Hosted key meeting professionals in Sonoma County for 32 site tours. Hosted Global Incentive Exchange - 50 meeting and incentive professionals; SF Travel Sonoma familiarization/site tours - meeting professionals with confirmed conventions in 2014-2016.
- Result:** 41 percent of leads come from face-to-face meetings, repeat business, and industry referrals.
- Result:** The cash incentive distributed \$75,000 to 35 meetings and groups that had an economic impact of \$3.34 million to Sonoma County.
- Result:** SCT hosted two client events in conjunction with Sonoma County Vintners' and Sonoma County Winegrowers' "Sonoma in the City" events in San Francisco and Dallas helping to strengthen relationships and brand awareness in two markets.



■ TOUR AND TRAVEL MARKET

GOAL: *Meet or exceed the 2012 fiscal year team goals of leads, leads turned definite, and room nights for the tour and travel market.*

- Result:** The sales team developed packages and itineraries for new markets that encourage overnight stays.
- Result:** More than 400 travel agents were trained across the UK and Ireland with events in Glasgow, Dublin, Newcastle, and London. A two-page feature was commissioned by Visit California for the sales trip. This will be distributed in the July/August edition of Selling Long Haul magazine to approximately 16,500 travel agents across the UK and Ireland.
- Result:** SCT hosted 86 tour operator/travel trade delegates on Sonoma County familiarization tours.
- Result:** SCT has formed a partnership with San Francisco Travel and Yosemite to create the Northern California Triangle, in order to promote a package to receptive operators to sell as a group or FIT option in Northern California.
- Result:** The sales team developed new opportunities with many tour operators in Europe and started promotions with CRD, THG Holidays, America As You Like It, FTI, Funway Holidays, New World Travel, Der Tours, and Meier's Weltreisen. ATI and New World bookings were up 9 percent and 35 percent respectively.
- Result:** Sonoma County Tourism formed an alliance with Seattle, Oregon, San Francisco, and Visit California to promote the "Western Wine Trail." Brand USA and the Travel Channel are working on a new television show highlighting the trail. The trail is being sold through DER Tours and New World Travel in Germany.
- Result:** SCT created videos and sales brochures translated into six languages and hosted them on www.sonomacounty.com. These sites have been distributed to the appropriate Visit California international offices.
- Result:** SCT continued to partner with Brand USA, Visit California, and its UK and German offices at World Travel Market and ITB, Europe's two largest travel shows. The sales team also helped sponsor the wine at the Brand USA reception at ITB for added exposure.
- Result:** Australia and New Zealand continue to grow with programs being developed with Harvey's World Travel and Infinity Holidays. The team hosted familiarization tours for both groups and will continue to develop new itineraries and opportunities to grow that market.
- Result:** The team made inroads into markets in Mexico, Japan, Korea, and continued to partner with San Francisco Travel in Canada.



■ WEDDING MARKET

GOAL: *Meet or exceed the 2012 fiscal year team goals of leads, leads turned definite, and room nights for the weddings market.*

Result: There were more than 300 requests for information and 177 leads distributed to partners. Some 58 weddings were booked, with an economic impact of \$880,000.

Result: The weddings market continues to be strong and the “Suite Deals” cash incentive program has been a huge success. SCT distributed \$30,500 for 33 eligible weddings that had a combined economic impact of \$616,000.

Result: The use of Twitter, Facebook and the website to promote the “Suite Deal” continues to be the most cost-effective way to reach potential brides.

■ PROMOTE AIR SERVICE TO SONOMA COUNTY

GOAL: *Assist the Sonoma County Airport in attracting new air service into Sonoma County.*

Result: The Sonoma County Airport is moving forward on its safety enhancement project with a completion date of fall of 2014. SCT is working closely with the airport team on marketing current flights. The team is also working on bringing in other direct flights.

Result: Last year, Alaska Airline set passenger record for the airport’s passenger numbers. They have set three annual records since service began: 2008, 2011, 2012. STS is also on track to set another record for 2013. With the addition of a third Los Angeles flight in May, Alaska Airlines was able to set another passenger record; the flight began five days a week in May and was increased to seven days a week in June with planned service through mid-November. The airline is still seeking the viability of making this a permanent addition.

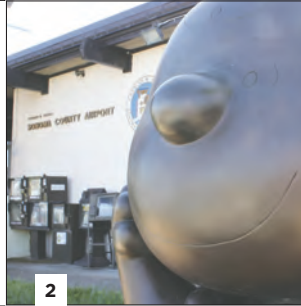
Result: At every tradeshow, the sales team promoted daily air service into Sonoma County.

Result: The marketing team created a flight/lodging package with Alaska Airlines for the 2012-13 shoulder season and saw a significant increase in activity from that market.

HIGHLIGHTS 2013 ■ MEETINGS
 ■ GROUP SALES
 ■ TOUR & TRAVEL



1



2



3



4



5

1] National Sales Manager Tamara McGiboney sells Sonoma County at a meetings tradeshow. 2] Sonoma County Airport expansion will mean more business. 3] Journalists from Shanghai experience the best of America - like Mom's Apple Pie.. 4] More than 300 couples sought wedding information from SCT. 5] Ken Fischang and Jamie Ward promote the meeting incentive for mid-week business.

HIGHLIGHTS 2013 ■ MEETINGS
 ■ GROUP SALES
 ■ TOUR & TRAVEL



1



2



3



4



5

1] Certified tourism ambassadors throughout Sonoma County are trained to help visitors. 2] Mark Crabb and Birgitt Vaughan sell Sonoma County at ITB. 3] Chyrl Collins and Mark Crabb promote Sonoma County at IPW. 4] Working closely with Visit California increased visibility. 5] Jamie Ward and Paula Higgins promote Sonoma County at American Society of Association Executives annual meeting.



2014 MARKETING PLAN

■ MEETINGS ■ GROUP SALES ■ TOUR & TRAVEL

OVERVIEW

In 2013, SCT’s sales team will continue to develop new markets and create new relationships through our trade shows and client events. Team members will be active in industry groups and associations, keeping the Sonoma County message in front of existing and potential clients.

SCT’s goal is to continue to strengthen the partnership with San Francisco Travel, Visit California, and Brand USA to showcase Sonoma County to international tour operators and media who can have a direct impact on bringing visitors to our destination.

SCT will continue to pursue the destination wedding market, which generated more than 177 leads with 58 definite bookings.

The cash incentive program has still been a big hit with planners and brides. Through this program, SCT booked 68 groups and weddings with a combined economic impact of \$4 million. The criteria have been updated to reflect more room nights for all sizes of lodging properties and a stronger return on investment. This program will continue through 2014.

OBJECTIVES

Work existing and new contacts in the meetings and tour and travel markets to book midweek overnight business for lodging properties in the business improvement area. Offer a cash incentive to qualified groups and weddings to increase off-season and midweek business.

■ **MEETINGS, GROUP MARKETS**

GOAL: *Meet or exceed the 2013 fiscal year team goals of leads, leads turned definite, and room nights for the meetings and group markets.*

- Tactic:** Attend hosted-buyer trade shows in key markets and produce client events to generate requests for proposals.
- Tactic:** Work with existing and new clients to book new meetings.
- Tactic:** Promote Sonoma County as a meetings and group destination with emphasis on November through April midweek opportunities through qualified site tours, sales calls, and online marketing.
- Tactic:** Increase SCT presence in the key markets through increased tradeshow, trips, and sales calls.
- Tactic:** Continue to partner with third-party vendors to increase their awareness of Sonoma County as a destination and bring in new business.
- Tactic:** Market the cash incentive program to entice meeting and incentive planners to book in need periods.
- Tactic:** Generate group opportunities through the Sonoma County Vintners’ and Sonoma County Winegrowers’ contacts and business relationships.

■ TOUR AND TRAVEL MARKET

GOAL: *Meet or exceed the 2013 fiscal year team goals of leads, leads turned definite, and room nights for the tour and travel market.*

- Tactic:** Continue to work closely with receptive operators to extend overnight stays.
- Tactic:** Continue to proactively market Sonoma County through trade shows, newsletters, and SCT's international representation offices.
- Tactic:** Encourage multiple-night bookings through creative social media and marketing campaigns with a measurable ROI for international markets and operators.
- Tactic:** Expand SCT's reach into international markets: Canada, Mexico, Germany, United Kingdom, Australia, and New Zealand and continue to expand into Asia.
- Tactic:** Expand into more product catalogs for stronger brand awareness.
- Tactic:** Use public relations and marketing to complement sales efforts.
- Tactic:** Participate with Brand USA through marketing opportunities to give Sonoma County maximum exposure.
- Tactic:** Continue cooperation with Visit California at travel shows and participate in familiarization tour opportunities from Visit California's international offices.

■ WEDDING MARKET

GOAL: *Meet or exceed the 2013 fiscal year team goals of leads, leads turned definite, and room nights for the weddings market.*

- Tactic:** Market the cash incentive program to attract couples to book weddings in Sonoma County during need periods.
- Tactic:** Reach more potential clients at bridal shows.
- Tactic:** Entice couples to book multiple nights through creative social media and marketing avenues. Continue to use Twitter and Facebook to promote the Suite Deal.
- Tactic:** Meet with partners to explain the value of offering the cash incentive to couples who are discussing a Sonoma County wedding at the partners' venues.

■ PROMOTE AIR SERVICE TO SONOMA COUNTY

GOAL: *Assist the Sonoma County Airport in attracting new air service into Sonoma County.*

- Tactic:** Promote the airport with the intention of expanding service in new markets.
- Tactic:** SCT will continue to participate in the Airline Attraction Committee, which is charged with driving more air service to the Sonoma County Charles M. Schulz Airport (STS).
- Tactic:** Design creative flight/lodging packages to promote shoulder season for overnight stays in order to increase room nights.
- Tactic:** Maintain a strong marketing relationship with carriers to Sonoma County Charles M. Schulz Airport (STS).

ANNUAL REPORT 2013

■ PUBLIC RELATIONS ■ MARKETING ■ PARTNERSHIPS





OVERVIEW

The Sonoma County message was in front of hundreds of millions of potential travelers this year, with either paid advertising or positive travel stories written by more than 100 journalists. Because of robust marketing, advertising and public relations programs, millions chose to visit Sonoma County, leaving behind \$1.47 billion in destination spending.

OBJECTIVES

Bring more overnight visitors to Sonoma County using public relations, marketing, and partnerships. Inform local communities about what SCT does and what impact tourism has on the local economy.

GOAL:

Communicate that Sonoma County provides a genuine, independent, and adventurous Wine Country experience to increase overnight stays.

- Result:** Ran annual and seasonal advertising branded campaigns nationwide, in California, and in West Coast markets.
- Result:** New website launched in February 2013. See details under “Website, Mobile, and Online Strategy, page 26.
- Result:** 150,000 visitor guides and 350,000 visitor maps distributed to targeted audiences by direct visitor request, visitors centers, SCT marketing programs, and more than 1,000 sites throughout Northern California.
- Result:** Sonoma Insider, monthly newsletter (CRM) program, went out to approximately 20,000 opt-in subscribers monthly. According to ROI report, the CRM program generated \$4,698,779 in incremental spending.
- Result:** Media visits completed in New York, Los Angeles, Seattle, San Francisco, Sacramento, Chicago, Miami, San Diego, Vancouver, Toronto, Mexico City, Guadalajara, Berlin, Tokyo, and London. More than 175 journalists visited Sonoma County to research stories.
- Result:** Digital strategy employed social media, customer relationship management, and search marketing. New website launched with “responsive design” technology that adapts the view to each device’s screen size (desktop, tablet, smartphone). Responsive design eliminated the need for a separate mobile website.
- Result:** Partner with the Trio in marketing, branding, and public relations initiatives.



GOAL: *Communicate to local communities what SCT does and the importance of the hospitality industry to the Sonoma County economy.*

Result: Provided Partner Information Programs that allowed businesses to present their information to SCT staff.

Result: Held on-site marketing and sales overview for all Sonoma County chambers of commerce/visitors centers and city staff.

Result: Held two Coffee Klatches: one in Petaluma to members of the Petaluma Chamber and Visitor Center and another in Healdsburg for businesses affected by the marketing opt-in program.

GOAL: *Get community partners involved with assisting media and “telling the Sonoma County story.”*

Result: More than 1,000 partners received media leads from the marketing team.

Result: More than 900 people successfully completed the Sonoma County Certified Tourism Ambassador program in its first full year, 80 percent above the goal of 500 for the first year.

GOAL: *Identify who is visiting Sonoma County, where they are coming from, and how they are deciding to come here. Use this information to tailor sales and marketing efforts to increase visitation to Sonoma County.*

Result: The SCT Visitor Intercept Survey is running April 2013 – April 2014 and will yield valuable data on visitor origination and motivation. More than 40 sites around the county are participating.

Result: SCT worked with the Sonoma County Economic Development Board to research and prepare the Annual Tourism Report.

Result: Ongoing ROI studies (specific ad campaigns, visitor guide reporting, email campaign reporting) yield information about visitors.

GOAL: *Ongoing training for SCT staff.*

Result: Staff attended or spoke at conferences such as E-Tourism Summit, WACVB Tech Summit, Simpleview training, Destination Marketing Association International, LGBT Tourism Conference, Public Relations Society of America, Visit California Outlook Conference, and Miles Media training to continue to grow and stay abreast of technology advances.

Result: Provided onsite training by Simpleview to improve partner communication regarding sales leads and business listings on the website.



■ ADVERTISING

OVERVIEW

SCT uses paid advertising to influence travelers to consider Sonoma County as an overnight destination.

GOAL: *Raise awareness of Sonoma County as an overnight destination.*

Result: Implemented a comprehensive, multi-media, branded advertising campaign in all market segments to complement sales and PR initiatives. Campaign included seasonal campaigns like Sneakaway and a fall promotion and yielded the following results:

Annual Campaign highlights:

- Increased visits 90 percent for www.sonomacounty.com.
- Grew Facebook to more than 70,000 fans, developed Trip Advisor sponsor pages resulting in more than 25,000 web visits.
- Continued success with annual six-month Madden Media campaign, which included online lead generator promotions and a Facebook sweepstakes.
- Established an advertising program with the newly formed Brand USA, while maintaining robust advertising programs with Visit California and SF Travel to extend SCT's reach.

Result: New advertising partnership with Brand USA that included advertising in their inspiration guide and the development of native creative created in German. Also, participated in a national co-op with the Sonoma County Vintners and Sonoma County Winegrowers. Continued partnerships with North Coast Tourism Council, SF Travel, and Visit California.

Result: In 2013, SCT advertised in Visit California's international guides in Scandinavia, Mexico, France, Brazil, Germany, Australia, India and Spain. SCT also advertised in the first-ever Brand USA inspiration guide in Europe, the Americas and the Pacific Rim. SCT also implemented new marketing programs with a UK tour operator to complement initiatives of new international sales position.

GOAL: *Drive consumers to trackable channels to increase opt-ins to marketing programs.*

Result: Web traffic to SCT has increased more than 90 percent, with an estimated incremental economic value of \$10.62 million..

Result: SCT received more than \$100,000 in added value to complement buys in the form of bonus online impressions, value added research, sweepstakes contests, and printed signage.



GOAL: *Drive traffic to SCT websites.*

Result: Refined search engine optimization strategy together with deployment of new website. Implemented recommendations to increase organic traffic by 90 percent year-over-year.

GOAL: *Generate leads for the SCT sales team.*

Result: Advertising was placed in all major trade publications that support markets where SCT is actively working and soliciting new business.

■ BRANDING

OVERVIEW

The Sonoma County brand encompasses all that the destination offers. It's the promise that a traveler to Sonoma County will have a genuine Wine Country experience.

GOAL: *Maintain and refine brand strategy.*

Result: The brand is defined and agreed upon by the Trio; and brand standards are enforced on a continuing basis.

Result: "We are Sonoma County" as well as "Do you speak Sonoma?" incorporate new branding and promote the brand ideals of the destination.

Result: The brand-licensing program is in place with outside organizations like Visit Santa Rosa, Petaluma Downtown Association and Visitors Center, Sebastopol Area Chamber of Commerce, Sonoma County Harvest Fair, Fairfield Inn and Suites Sebastopol, Quality Inn Petaluma.

GOAL: *Create consistency of brand.*

Result: Branding guidelines for staff and vendors have been completed. The Trio reviews the branding guidelines quarterly and as needed.



■ MEDIA RELATIONS

OVERVIEW

SCT promotes Sonoma County as an overnight destination to media across SCT's three main segments - leisure, meetings, and tour and travel.

Staff responds to media requests for information that are received from the web, phone calls, and other channels like the state tourism office, media leads services, and SCT's national public relations agency.

Staff also approaches media proactively in defined geographic markets through desk-side visits, trade shows, and targeted pitches.

Staff educates partners on how to help SCT tell the Sonoma County story, including hosting journalists for overnight stays, meals, and activities. The more partners help with hosting, the more resources SCT has available to bring qualified journalists to the destination.

GOAL: *Assist journalists with queries - stories, pitches, fact checking, and information for stories about Sonoma County, and the local tourism business - to generate earned media.*

Result: Responded to more than 1,250 media queries, including The Today Show, Wall Street Journal, National Geographic, New York Times, 10Best.com, and USA Today.

Result: SCT sent out as-needed Publicity Alerts to more than 1,000 partners.

Result: SCT traveled to Vancouver, Toronto, Berlin, New York, Boston, Chicago, Los Angeles, San Francisco, and Sacramento, amongst others for desk-side visits, media networking events and conferences.

Result: Partners who helped SCT host journalists were sent links to the appropriate stories.

GOAL: *Host qualified journalists from select print, broadcast, and web media for familiarization trips to generate earned media.*

Result: SCT hosted 175 journalists for visits to the destination. Journalists were from travel, lifestyle, and wine publications from the following markets: United States, UK, Germany, Austria, France, Italy, Denmark, Sweden, Australia, New Zealand, Argentina, Chile, Canada, Mexico, Japan, and Korea.

Result: Worked with the Trio's national PR firm to bring in journalists from target markets.

Result: Partners who helped SCT host journalists were sent links to the appropriate stories.



GOAL: *Disseminate press releases, targeted pitches, advertorial, and blog postings to promote Sonoma County as a destination.*

- Result:** More than 150 press releases, pitches, and blogs were produced. The team worked in conjunction with the Trio's national public relations agency to send out the following releases/pitches to national media: summer deals, harvest activities, Thanksgiving, and holiday gifts.
- Result:** Informed local media about SCT and the impact of tourism on the local economy with press releases about restaurant week, "China Ready" program, "Sonoma Sneakaway" campaign, visitor spending records amongst others.
- Result:** Maintained an up-to-date library of press releases, images, and video for quick access by media online. Also sponsored photo and video shoots to augment the galleries.

GOAL: *Connect partners with appropriate media opportunities, for both pitches and hosting opportunities.*

- Result:** Informed partners of hosting and pitch opportunities via the Publicity Alert.
- Result:** Conducted regular site visits to learn about partner businesses and how to best connect them to media opportunities.

■ COMMUNITY RELATIONS

OVERVIEW

SCT will inform community and marketing partners about what the organization does and how hospitality businesses can tap into the organization's marketing and sales power to support their own marketing goals.

GOAL: *Inform community marketing partners about SCT programs.*

- Result:** Produced and distributed Tourism Update and Visitors Chronicle regularly.
- Result:** More than 900 people successfully completed the Sonoma County Certified Tourism Ambassador program in its first full year, 80 percent above the goal of 500 for the first year.
- Result:** The team met with local officials, partners, and media on a regular basis

GOAL: *Provide at least four opportunities for community partners to meet with SCT staff.*

- Result:** The annual meeting offered community partners a chance to hear SCT's results from the previous year and the current year's marketing plan.
- Result:** Held two Coffee Klatches: one in Petaluma to members of the Petaluma Chamber and Visitor Center and another in Healdsburg for businesses affected by the marketing opt-in program.
- Result:** Provided three Partner Information Programs that allowed 17 businesses to present their information to SCT staff, and provided them with information about SCT's sales and marketing programs.



GOAL: *Bring in travel experts to educate local business owners about trends and best practices in the hospitality sector.*

Result: Provided four informational forums: “Improving Online Visibility,” “How to Enhance and Manage your TripAdvisor Listing,” “Doing Business in China,” and “Brand USA and You.”

GOAL: *Use strategic alliances to help market SCT’s three main segments – leisure, meetings, and tour and travel.*

Result: Continued to build relationships with organizations that have similar marketing goals: Sonoma County Vintners, Sonoma County Winegrowers, Sonoma County Regional Parks, Wine Road, Sonoma County Farm Trails, Sonoma County Airport, Sonoma County Agriculture Commission, local arts groups, and others.

■ WEBSITE, MOBILE, AND ONLINE STRATEGY

OVERVIEW

A return-on-investment study by SCT showed that every web visitor is worth \$41 in destination spending, and the overall financial impact of online marketing programs is more than \$9.5 million.

SCT will use online and mobile tools to reach travelers and influencers across SCT’s three main segments – leisure, meetings, and tour and travel. SCT will also use online tools to educate partners and stakeholders about the organization and the tourism economy.

GOAL: *Influence web visitors to choose Sonoma County as a travel destination.*

- Result:** Launched new website www.sonomacounty.com in February 2013.
- The new website launched with visitor-friendly navigation
 - 10 times more content than previous website
 - 32 interest/destination pages; 30 city pages
 - Interactive map, events calendar, deals section, business listing pages
 - 14 blog topics, five language microsites, and microsites for partners, weddings, meetings & groups, travel trade
 - New website integrated the former blog page www.inside-sonoma.com and various mobile sites via its new “responsive design technology.”
 - New technology delivers audience-targeted content on its homepage (geo-targets, keyword-targets, referral-targets).
- Result:** SCT communicated with and engaged visitors on leading social media platforms such as Facebook, Google+, Twitter, Pinterest, Foursquare, YouTube, Instagram, and LinkedIn.
- Result:** To engage partners, the new website includes extensive calendar of events, expanded business listings, tagging of related articles and blog posts to businesses, as well as related deals/specials.
- Result:** Contracted with a consultant and held SEO/Google seminars for partners. Tripadvisor representative held seminar for lodging and activities partners.



■ DATA MANAGEMENT

OVERVIEW

It is essential for SCT to gather accurate and complete information from the organization's more than 2,000 partners.

The information is used for programs (visitors guide, map, websites, social media, and smart-phone apps) and for sales efforts in meetings, tour and travel, and weddings. It's also used to answer hundreds of inquiries from travel, lifestyle, and business journalists the organization receives each year.

GOAL: *Maintain up-to-date records of information on all tourism-related businesses in Sonoma County.*

Result: The Partner Extranet was launched, allowing all business owners to update their own listing that pushes live to the website, and is kept internal for sales and media use.

Result: More than 1,900 business records were updated or added.

■ MARKETING COMMUNICATIONS

OVERVIEW

SCT reaches out to thousands of potential visitors through targeted communications and collateral. This includes the annual Official Sonoma County Visitors Guide and Wine Map, and Sonoma Insider, the monthly consumer e-newsletter.

GOAL: *Create and distribute compelling, informative collateral.*

Result: 150,000 visitors guides and 350,000 visitors maps distributed to targeted audiences by direct visitor request, visitor centers, SCT marketing programs and more than 1,000 sites throughout Northern California.

GOAL: *Maintain and grow a vibrant online presence to promote overnight stays.*

Result: The new website launched in February 2013.

Result: Web visitation is up more than 90 percent, with an estimated economic impact of \$10.62 million.

GOAL: *Produce trackable destination spending and a segmented list of potential travelers with a dynamic customer relationship management program.*

Result: Sonoma Insider, monthly newsletter (CRM) program, went out to approximately 20,000 opt-in subscribers monthly. According to the ROI report, the CRM program economic impact was \$4,698,779 in incremental spending.

GOAL: *Use marketing partnerships to grow opt-in subscription base.*

Result: Acquired more than 2,000 interested subscribers for email marketing through SCT's booth at the Stern Grove Festival, and booths at the Los Angeles Times Travel Show, and LGBT trade show.



■ ADDITIONAL FOCUS MARKETS

OVERVIEW

The Sonoma County message is not one size fits all. SCT will implement marketing and public relations programs to target identified additional focus markets: culinary, LGBT, eco-tourism, and the arts. These markets were chosen with input from SCT's board of directors, community partners, and staff.

GOAL: *Generate overnight stays among additional focus markets.*

Result: Used advertising, marketing, and media relations to target additional focus markets.

■ RESEARCH

OVERVIEW

SCT uses research to determine how to allocate resources and staff, find return on investment of specific programs, stay current with what other destination marketing organizations are doing, and find out the state of the industry in Sonoma County.

GOAL: *Determine how to allocate resources and staff to increase overnight stays in Sonoma County and find return on investment of specific programs.*

Result: Conducted ongoing return-on-investment studies on applicable programs.

Result: Contracted with Sonoma County Economic Development Board for research.

GOAL: *Stay current with what other destination marketing organizations are doing.*

Result: Marketing team members kept current with what other destination marketing organizations are doing by attending or by being speakers at the following conferences:

- Cal Travel Summit
- Outlook Forum
- Simpleview Summit
- E-Tourism Summit
- WACVB Tech Summit
- Destination Marketing Association International
- LGBT Tourism Conference
- Public Relations Society of America
- Visit California PR Summit

Result: Contracted with Sonoma County Economic Development Board for research.



GOAL: *Know the state of the industry in Sonoma County, from occupancy rates to economic value of the industry as a whole.*

Result: Contracted with Sonoma County Economic Development Board for research.

Result: Worked with Visit California, California Travel Association, U.S. Travel Association, and Brand USA to get accurate information on the industry.

Result: Purchased aggregate market data.

■ GEOGRAPHIC MARKETS

OVERVIEW

SCT determines which specific geographic markets to approach with advertising, marketing, public relations, and sales resources.

GOAL: *Grow overnight visitation from domestic markets.*

Result: Occupancy rates are up 9 percent at lodging properties.

GOAL: *Grow overnight visitation from international markets.*

Result: Occupancy rates are up 9 percent at lodging properties.

■ MARKETING PARTNERSHIPS

OVERVIEW

SCT will partner with organizations that share the mission of increasing overnight stays in Sonoma County, or which will yield a list of potential travelers for future marketing.

GOAL: *Pursue strategic alliances and marketing partnerships likely to show a positive return on investment.*

Result: SCT has built partnerships including Stern Grove Music Festival in San Francisco, Sonoma International Film Festival, and Russian River Festival.



■ AD HOC PROJECTS

OVERVIEW

SCT finds opportunities outside of the normal annual planning cycle. Because of this, SCT tries to be nimble to take advantage of new opportunities that meet the organization's mission, vision, and goals.

GOAL: *Provide an avenue for tourism partners to submit ideas for new projects not listed in the marketing plan.*

Result: SCT staff and board committees evaluated ad hoc submissions to determine if the project meets SCT's goals of promoting Sonoma County, while meeting budget requirements. This year, the team was involved promoting the Russian River Festival, in collaboration with Sonoma County Regional Parks.

■ 2013 AWARDS

OVERVIEW

SCT will submit for relevant awards, in order to show the value of the organization's work as judged by industry peers.

GOAL: *Submit applications to industry and consumer awards.*

Result: Sonoma County Tourism received three gold Adrian Awards from Hospitality Sales and Marketing Association International (HSMAI) for achievements in public relations and web marketing.

Result: The new website earned two awards, one a Gold Magellan Award from Travel Weekly and the other a WebAward for Outstanding Achievement in Web Development from the Web Marketing Association.

HIGHLIGHTS 2013 ■ PUBLIC RELATIONS
 ■ MARKETING
 ■ PARTNERSHIPS



1



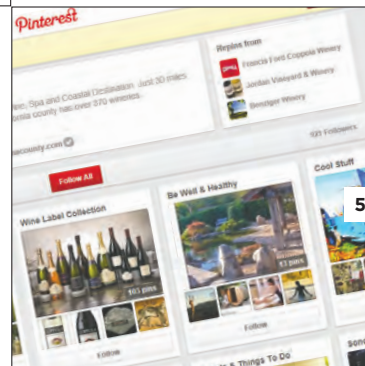
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4



5

1] Tina Luster and Beth Snow tell Los Angeles about direct flights to Sonoma County. 2] 70,000 Facebook fans can't be wrong. 3] Petaluma Visitors Center staff shows off how to use one of the 350,000 free Sonoma County maps. 4] Sonoma County is top of mind and underfoot at IPW 2013. 5] Social media channels like Pinterest showcase our diverse assets.

HIGHLIGHTS 2013 ■ PUBLIC RELATIONS
 ■ MARKETING
 ■ PARTNERSHIPS



1] BrandUSA films a TV episode for the German market in Sonoma Valley. 2] Wall Street Journal ad coop with Vintners and Winegrowers. 3] The Sonoma Scramble media familiarization trip brought top travel and lifestyle media from the SF Bay Area. 4] Newly launched website saw more than 90% increase in web traffic. 5] Sneakaway campaign promotes off-season travel from West Coast. 6] Sonomad campaign casts authentic travelers as next faces of Sonoma County.



2014 MARKETING PLAN

■ PUBLIC RELATIONS ■ MARKETING ■ PARTNERSHIPS



OVERVIEW

The marketing team will continue to support SCT’s goal of attracting overnight visitors to Sonoma County by producing creative advertising and marketing programs, as well as improving digital marketing strategies, coupled with branding and awareness campaigns. New and existing partnerships will extend SCT’s message and generate business.

Advertising, public relations, and marketing will target potential travelers in identified geographical markets – Northern and Southern California, West Coast cities served by Alaska Airlines, major national markets and international locations as led by Visit California and Brand USA.

The team will also reach out to additional focus markets – culinary, LGBT, eco-tourism, and the arts. These markets were chosen with input from SCT’s board of directors, community partners, and staff.

SCT will research potential visitors, return on investment on programs, and how the organization can better help local communities. On an ongoing basis, the team evaluates projects not outlined in this plan to determine if the project meets SCT’s goals of promoting Sonoma County, while meeting budget requirements.

OBJECTIVES

Bring more overnight visitors to Sonoma County using marketing, public relations, communications, and partnerships. Also, inform local communities about what Sonoma County Tourism does and what impact tourism has on the local economy.

GOAL: *Communicate that Sonoma County provides a genuine, independent, and adventurous Wine Country experience to increase overnight stays.*

Tactic: Place advertising in markets likely to yield overnight visits.

Tactic: Create compelling collateral to market the destination (visitors guide, map, websites, and more).

Tactic: Visit media in select markets, offer media tours to qualified travel and lifestyle writers, share national public relations representation with Sonoma County Vintners and Sonoma County Winegrowers.

Tactic: Digital strategy to employ social media, customer relationship management, and search marketing.

Tactic: The Trio will partner in marketing, branding, and public relations initiatives.

GOAL: *Communicate to local communities what SCT does and the importance of the hospitality industry to the Sonoma County economy.*

Tactic: Use e-newsletters, partner information programs, and local media outreach to tell SCT’s business message.

GOAL: *Get community partners involved with assisting media and “telling the Sonoma County story.”*

Tactic: Work with partners to become spokespeople to tell the Sonoma County story to visiting media.

Tactic: Offer the Sonoma County Certified Tourism Ambassador program.

GOAL: *Identify who is visiting Sonoma County, where they are coming from, and how they are deciding to come here. Use this information to tailor sales and marketing efforts to increase visitation to Sonoma County.*

Tactic: Research visitor origination and motivation to fine tune SCT marketing and sales efforts.

Tactic: Work with Sonoma County Economic Development Board and outside vendors for quality research.

Tactic: Use technology on the website to deliver targeted content to audience segments.

GOAL: *Invest in industry training for staff in respective work areas.*

Tactic: Send staff to appropriate industry conferences, workshops, and continuing education to maintain effectiveness in marketing, communications, and strategy.

■ ADVERTISING

OVERVIEW

SCT uses paid advertising to influence travelers to consider Sonoma County as an overnight destination.

GOAL: *Promote awareness of Sonoma County as an overnight destination.*

Tactic: Create and place advertising in media across SCT’s three main segments – leisure, meetings, and tour and travel.

Tactic: SCT will work with industry partners to extend the reach of advertising dollars. These include Sonoma County Vintners, Sonoma County Winegrowers, Brand U.S.A., Visit California, California Wine Institute, North Coast Tourism Council, San Francisco Travel, Bay Area Tourism, and neighboring destinations.

Tactic: Implement “off season” advertising campaigns to drive traffic in slower seasons.

GOAL: *Drive consumers to trackable channels to increase opt-ins to marketing programs.*

Tactic: Direct consumers to website or phone number to request more information.

Tactic: Require opt-ins as part of marketing partnerships.



GOAL: *Drive traffic to SCT websites, increase traffic by 8 percent.*

Tactic: Use search campaigns to target SCT's three main segments - leisure, meetings, and tour and travel.

Tactic: Continue an aggressive search engine optimization strategy that gives websites high visibility in search engines, including the key SEO strategy of increased content publication.

■ BRANDING

OVERVIEW

The Sonoma County brand encompasses all that the destination offers. It's the promise that a traveler to Sonoma County will have a genuine Wine Country experience.

GOAL: *Maintain and refine brand strategy, work to have four complementary organizations approved to use the brand mark.*

Tactic: Create vibrant marketing campaigns that communicate the brand message.

Tactic: Work with the Trio on brand licensing program and roll out to applicable businesses and/or entities.

GOAL: *Create consistency of brand.*

Tactic: Maintain branding guidelines for staff and vendors, and regularly clarify them.

■ MEDIA RELATIONS

OVERVIEW

SCT promotes Sonoma County as an overnight destination to media across SCT's three main segments - leisure, meetings, and tour and travel.

Staff responds to media requests for information and approaches media proactively in defined geographic markets through desk-side visits, trade shows, and targeted pitches.

Staff educates partners on how to help SCT tell the Sonoma County story, including hosting journalists for overnight stays, meals, and activities. The more partners help with hosting, the more resources SCT has available to bring qualified journalists to the destination.

GOAL: *Assist journalists with queries - stories, pitches, fact checking, and information for stories about Sonoma County, and the local tourism business - to generate earned media.*

Tactic: Respond to media queries received from multiple channels.

Tactic: Educate Sonoma County partners about the value of working with SCT to tell their stories. Connect Sonoma County partners with appropriate press opportunities.

Tactic: Travel to four target markets for desk-side visits, media networking events, and conferences.

GOAL: *Host journalists from select print, broadcast, and web media for familiarization trips to generate earned media.*

Tactic: Arrange for 24 top-tier qualified journalists from travel and lifestyle media to visit, exposing them to the diversity of activities and regions.

Tactic: Implement a tiered media program to better serve all journalists and to better engage more partners in SCT's media relations.

Tactic: Host two international familiarization trips.

Tactic: Work with the Trio to bring in appropriate media.

GOAL: *Disseminate 24 press releases, targeted pitches, advertorial, and blogs to promote Sonoma County as a destination and the local tourism economy.*

Tactic: Regular press releases and pitches to appropriate media in conjunction with SCT's national public relations agency.

Tactic: Inform local media about SCT and the impact of tourism on the local economy.

Tactic: Maintain an up-to-date library of press releases, images, and videos for quick access by media.

GOAL: *Connect partners with appropriate media opportunities, for both pitches and hosting opportunities.*

Tactic: Inform partners of hosting and pitch opportunities via the "as needed" Publicity Alert.

Tactic: Conduct eight site visits to learn about partner businesses and how to best connect them to media opportunities.

■ COMMUNITY RELATIONS

OVERVIEW

SCT will inform community and marketing partners about what the organization does, and how hospitality businesses can tap into the organization's marketing and sales power to support their own marketing goals.

GOAL: *Inform stakeholders about SCT programs.*

Tactic: Produce and distribute Tourism Update, a regular email newsletter to community partners with news about SCT activities and trends in the travel industry.

Tactic: Produce and distribute Visitors Chronicle, a regular newsletter for front-line hospitality workers.

Tactic: Offer the Sonoma County Certified Tourism Ambassador program.

Tactic: Host an annual meeting for community partners to hear SCT's results from the previous year and the current year's marketing plan.

Tactic: Offer community partners the opportunity to meet staff or outside experts and learn about trends in hospitality and tourism.

■ DIGITAL STRATEGY

OVERVIEW

A return-on-investment study by SCT showed that every web visitor is worth \$41 in destination spending, and the overall financial impact of online marketing programs is more than \$9.5 million.

SCT will use online and mobile tools to reach travelers and influencers across SCT's three main segments - leisure, meetings, and tour and travel. SCT will also use online tools to educate partners and stakeholders about the organization and the tourism economy.

GOAL: *Influence web visitors to choose Sonoma County as a travel destination.
Grow digital presence by 8 percent.*

Tactic: Deliver website content creation/publication such as articles, itineraries, video pages, slideshows, and blog posts that inspire and influence potential visitors.

Tactic: Produce Sonoma Insider with segmented lists for regular communication and to drive overnight visits.

Tactic: Engage potential visitors through social media and drive traffic back to the website.

Tactic: Offer opportunities for partners to promote their businesses and events to potential visitors via websites and social media.

Tactic: Offer staff training in web marketing and enlist outside vendors for specialized tasks.

■ DATA MANAGEMENT

OVERVIEW

It is essential for SCT to gather accurate and complete information from the organization's more than 2,000 partners.

The information is used for programs (visitors guide, map, digital marketing) and for sales efforts in meetings, tour and travel, and weddings. It's also used to answer hundreds of inquiries from travel, lifestyle, and business journalists the organization receives each year.

GOAL: *Maintain up-to-date records of information on all tourism-related businesses in Sonoma County.*

Tactic: Provide a user-friendly system for partners to use where they can enter business information in one place.

Tactic: Maintain a customer relationship management program for customers, potential visitors, stakeholders, government officials, and staff.

Tactic: Devote staff resources to maintain a comprehensive database.



■ RESEARCH

OVERVIEW

SCT uses research to determine how to allocate resources and staff, find return on investment of specific programs, stay current with what other destination marketing organizations are doing, and find out the state of the industry in Sonoma County.

GOAL: *Determine how to allocate resources and staff and find return on investment of specific programs. Complete visitor intercept survey by summer 2014.*

Tactic: Conduct return-on-investment studies on applicable programs.

Tactic: Contract with Sonoma County Economic Development Board for research.

GOAL: *Stay current with what other destination marketing organizations are doing.*

Tactic: Attend conferences and tradeshows to learn industry best practices.

GOAL: *Know the state of the industry in Sonoma County, from occupancy rates to economic value of the industry as a whole.*

Tactic: Contract with Sonoma County Economic Development Board for research.

Tactic: Work with Visit California, California Travel Association, U.S. Travel Association, and Brand USA to get accurate information on the industry.

Tactic: Purchase aggregate market data.



■ MARKETING PARTNERSHIPS

OVERVIEW

SCT will partner with organizations that share the mission of increasing overnight stays in Sonoma County, or which will yield a list of potential travelers for future marketing.

GOAL: *Pursue strategic alliances and marketing partnerships likely to show a positive return on investment and that can deliver 4,000 opt-ins or other requests for information.*

Tactic: Form strategic alliances with in-market organizations and marketing partnerships with out-of-market organizations.

■ 2014 AWARDS

OVERVIEW

SCT will submit for relevant awards, in order to show the value of the organization's work as judged by industry peers.

GOAL: *Submit applications to industry and consumer awards.*

Tactic: Identify relevant awards for which SCT can submit entries; gather materials, pay entry fee, and submit applications.



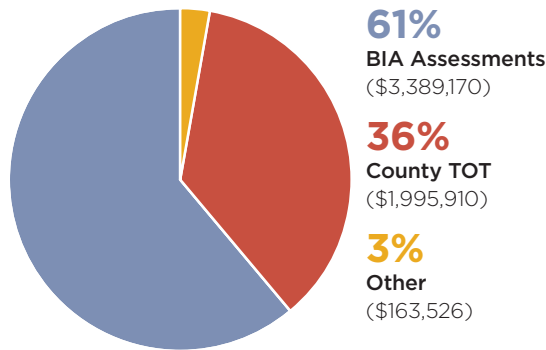
OVERVIEW

The primary goal of the finance department is improving fiscal and administrative efficiency, accountability and transparency while enabling other departments to focus their efforts on the sales and marketing mission of SCT.

2013 FISCAL YEAR REVENUES (October 2012 - September 2013)

REVENUE SOURCES

(TOTAL: \$5,548,606)



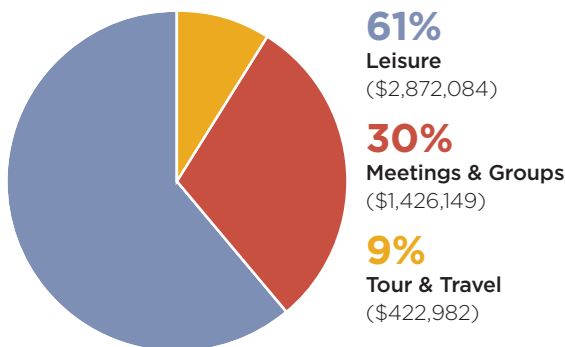
Business Improvement Area (BIA) assessments were \$3,389,170, 14 percent (\$410,299) more than the prior year. BIA revenues are used for expenses other than countywide advertising and marketing.

FY 2013 County Transient Occupancy Tax (TOT) revenue for the period from October 2012 through September 2013 was \$1,995,910, 15 percent (\$265,693) more than the prior year. TOT revenue is allocated to countywide advertising and marketing support.

2013 PROGRAM EXPENSE ALLOCATIONS

PROGRAM ALLOCATIONS

(TOTAL: \$4,721,215)



2013 program expense allocations closely followed the approved budget for the year. After allocating general and administrative, and sales general expenses into the three program areas, the expense percentages are:

Leisure = 61 percent (versus 60 percent in 2012)
Meetings and Groups = 30 percent (versus 31 percent in 2012)
Tour and Travel = 9 percent (the same as in 2012).

The \$827,391 excess of revenues over program expenditures for the 2013 fiscal year was used as follows:

- \$356,114 reserve funding in compliance with SCT fiscal policies
- \$238,722 for capital assets (new website, telephone equipment, and computers)
- \$232,555 carryover to 2013 calendar year program expenditures



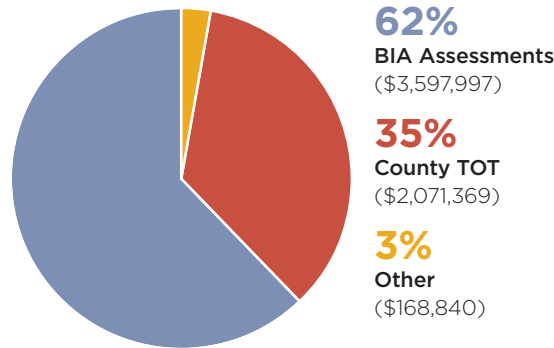
OVERVIEW

Projected revenues are up \$539,948, or 10 percent, over the 2013 budgeted amount. The use of these additional revenues has been budgeted to expand sales and marketing efforts designed to increase tourism. The program allocations are consistent with previously established ratios of 60 percent leisure, 30 percent meetings and groups, and 10 percent tour and travel.

■ **2014 REVENUES**

REVENUE SOURCES

(TOTAL: \$5,838,206)



The 2014 revenue budget was developed based on the current year's business improvement area (BIA) collections, feedback from the SCT board of directors, and contracted service agreements.

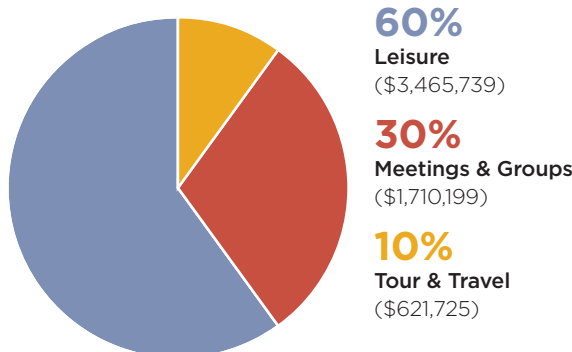
The budgeted \$3,597,997 BIA revenue represents a 14 percent increase over the 2013 BIA revenue budget.

The budgeted \$2,071,369 county TOT revenue represents a 4 percent increase over the 2013 TOT revenue budget.

■ **2014 PROGRAM EXPENSE ALLOCATIONS**

PROGRAM ALLOCATIONS

(TOTAL: \$5,797,663)



2014 Program Expense Allocations reflect a trend from prior years to maximize the return on investment as it relates to tourism for Sonoma County. After allocating general and administrative and sales general expenses into the three program areas, the expense percentages are the same as budgeted in 2013:

- **Leisure** = 60 percent
- **Meetings and Groups** = 30 percent
- **Tour and Travel** = 10 percent.



APPENDIX

HISTORY

OF SONOMA COUNTY TOURISM

HISTORY AND FORMATION OF THE SONOMA COUNTY TOURISM

With an annual economic impact of more than \$1.47 billion, the tourism industry in Sonoma County has emerged as a vital component in sustaining the local economy.

In recognition of its importance, a public/private collaborative process was initiated to develop a structure to support and increase the vitality of this industry sector. From this collaborative process, the Sonoma County Tourism Bureau was created as the destination marketing organization for Sonoma County.

IN MARCH 2001, leaders in the tourism industry and the public sector began to formulate ideas and investigate ways of creating a funding structure to support a comprehensive tourism marketing program.

In these discussions, the idea of creating a special county-wide tourism business improvement area (BIA) emerged. The Sonoma County Lodging Association (SCLA) became the lead organization advocating the development of a new business improvement area.

IN 2004, SCLA promoted the development of the BIA to its members, community leaders, public officials, and tourism-related organizations. In November 2004, SCLA saw their vision become reality when the Sonoma County Board of Supervisors established the Sonoma County Tourism Business Improvement Area (SCTBIA).

Soon after the establishment of the SCTBIA, the organizational framework for the Sonoma County Tourism Bureau (SCTB) was developed, including articles of incorporation and by-laws. In addition, the five-member SCTBIA Advisory Board was appointed to act as liaison between the Board of Supervisors and the new SCTB.

ON JAN. 1, 2005, a new era in funding Sonoma County tourism marketing began as the SCTBIA went into effect. The development of the new Sonoma County Tourism Bureau took a significant step forward in February 2005 as the 22-member board of directors was appointed and had its inaugural meeting.

IN JUNE 2005, the Board of Supervisors ratified a contract with SCTB to market Sonoma County and promote overnight visitors. On July 1, 2005, SCTB officially became the destination marketing organization for Sonoma County.

BOARD COMMITTEES

■ EXECUTIVE COMMITTEE

- Percy Brandon, CTA**
Governance/HR Committee Chair
Vintners Inn
- Jennifer Buffo, CTA**
Group Business Development Chair
Pure Luxury Transportation
- Dan Christensen, CTA, Vice Chair**
Geyserville Inn
- Dan Parks, CTA, Treasurer**
Finance & Legal Committee Chair
Sonoma Creek Inn
- Tim McGregor, CTA, Secretary**
Bodega Bay Lodge & Spa
- Pauline Wood, CTA, Chair**
San Francisco North / Petaluma KOA

■ FINANCE AND LEGAL

- Gary Buffo**
Pure Luxury Transportation
- Floriann Bynum, CTA**
Flamingo Resort & Spa
- Dan Christensen, CTA**
Geyserville Inn
- Rick Nowlin, CTA**
Wells Fargo Center for the Arts
- Dan Parks, CTA, Chair**
Sonoma Creek Inn
- Ben Parry, CTA**
Hilton Garden Inn

■ GOVERNANCE /HR COMMITTEE

- Percy Brandon, CTA, Chair**
Vintners Inn
- Jennifer Buffo, CTA**
Pure Luxury Transportation
- Jonathan Coe, CTA**
Santa Rosa Chamber of Commerce, Director
- Tim McGregor, CTA**
Bodega Bay Lodge & Spa
- Pauline Wood, CTA**
San Francisco North / Petaluma KOA

■ PUBLIC RELATIONS/ MARKETING

- Joe Bartolomei**
Farmhouse Inn & Restaurant
- Jim Caudill**
Caudill Communications
- Mary Clemens, CTA**
Sonoma County Regional Parks
- Karissa Kruse, CTA**
Sonoma County Winegrowers
- Craig Haskell, CTA**
Beau Wine Tours
- Michelle Heston, Chair**
Fairmont Sonoma Mission Inn
- Michael Kennett, CTA**
Fern Grove Cottages
- Kirk Lok, CTA**
Holiday Inn Express Hotel & Suites Sebastopol
- Wendy Peterson, CTA**
Sonoma Valley Visitors Bureau
- Don Prial**
Prial Public Relations

■ GROUP BUSINESS DEVELOPMENT

- Jennifer Buffo, CTA, Chair**
Pure Luxury Transportation
- Rene Byck, CTA**
Paradise Ridge Winery
- Steve Jung**
Doubletree by Hilton
- Sharon Marsh, CTA**
Medtronic, Inc.
- Ben Osgood**
Pure Luxury Transportation
- David Scott, CTA**
Sheraton Sonoma County Petaluma
- Sally Shaffer**
Hilton Sonoma Wine Country

CURRENT MEMBERS AS OF NOV. 1, 2013

SMITH TRAVEL RESEARCH

| Sonoma County | 2013 | 2012 | % Change |
|---------------|---------------|---------------|----------|
| Hotels | 91 | 91 | 0.0% |
| Supply | 2,234,530 | 2,234,530 | 0.0% |
| Demand | 1,602,879 | 1,470,990 | 9.0% |
| Occupancy | 71.1% | 65.8% | 9.0% |
| ADR | \$122.26 | \$117.08 | 4.4% |
| RevPAR | \$87.70 | \$77.07 | 13.8% |
| Room Rev | \$195,974,722 | \$172,216,792 | 13.8% |

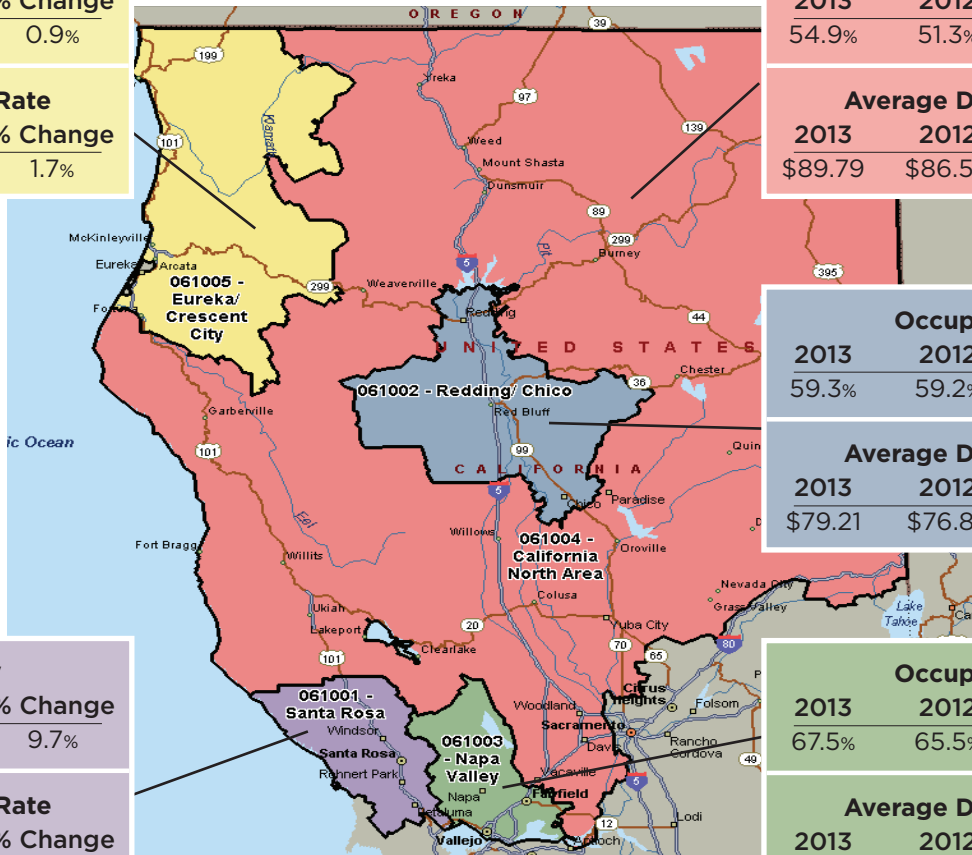
Reflects a 12-month period, figures are from Oct. 1 - Sept. 30 for both years.

| Occupancy | | |
|-----------|-------|----------|
| 2013 | 2012 | % Change |
| 61.9% | 61.4% | 0.9% |

| Average Daily Rate | | |
|--------------------|---------|----------|
| 2013 | 2012 | % Change |
| \$82.82 | \$81.46 | 1.7% |

| Occupancy | | |
|-----------|-------|----------|
| 2013 | 2012 | % Change |
| 54.9% | 51.3% | 7.1% |

| Average Daily Rate | | |
|--------------------|---------|----------|
| 2013 | 2012 | % Change |
| \$89.79 | \$86.50 | 3.8% |



| Occupancy | | |
|-----------|-------|----------|
| 2013 | 2012 | % Change |
| 59.3% | 59.2% | 0.3% |

| Average Daily Rate | | |
|--------------------|---------|----------|
| 2013 | 2012 | % Change |
| \$79.21 | \$76.82 | 3.1% |

| Occupancy | | |
|-----------|-------|----------|
| 2013 | 2012 | % Change |
| 71.7% | 65.4% | 9.7% |

| Average Daily Rate | | |
|--------------------|---------|----------|
| 2013 | 2012 | % Change |
| \$103.82 | \$98.77 | 5.1% |

| Occupancy | | |
|-----------|-------|----------|
| 2013 | 2012 | % Change |
| 67.5% | 65.5% | 3.0% |

| Average Daily Rate | | |
|--------------------|----------|----------|
| 2013 | 2012 | % Change |
| \$255.31 | \$238.87 | 6.9% |

CALIFORNIA NORTH AREA

- 061001 - Santa Rosa
- 061002 - Redding/ Chico
- 061003 - Napa Valley
- 061004 - California Rural North
- 061005 - Eureka/ Crescent City



ABOUT SMITH TRAVEL RESEARCH:
 For more than 20 years, Smith Travel Research, Inc. (STR) has been the recognized leader for hotel industry benchmarking and research. STR and STR Global offer monthly, weekly and daily STAR benchmarking reports to more than 38,000 hotel clients, representing over 5 million rooms worldwide.

ORDINANCE NO. 5525

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA, ESTABLISHING THE SONOMA COUNTY TOURISM BUSINESS IMPROVEMENT AREA

The Board of Supervisors of the County of Sonoma, State of California, ordains as follows:

SECTION I.

(a) Pursuant to the Parking and Business Improvement Area Law of 1989, Streets and Highways Code sections 36500, et seq. (the "Law"), on September 14, 2004, this Board adopted Resolution No. 04-0850, entitled "RESOLUTION OF THE BOARD DECLARING ITS INTENTION TO ESTABLISH A TOURISM BUSINESS IMPROVEMENT AREA IN VARIOUS CITIES OF SONOMA COUNTY AND IN THE UNINCORPORATED AREA OF THE COUNTY OF SONOMA, TO PROVIDE FOR THE LEVYING OF ASSESSMENTS ON SPECIFIED LODGING BUSINESSES CONDUCTED WITHIN SUCH AREA, DESCRIBING THE BOUNDARIES OF THE PROPOSED AREA, THE AUTHORIZED USES TO WHICH THE PROPOSED REVENUES SHALL BE PUT, THE RATE OF SUCH ASSESSMENTS, FIXING OCTOBER 12, 2004 AT 10 A.M. AND NOVEMBER 2, 2004 10:00 A.M. AS THE DATES FOR A PUBLIC MEETING AND A PUBLIC HEARING TO BE HELD BY THE BOARD TO CONSIDER THE ESTABLISHMENT OF SUCH AREA AND THE LEVY OF ASSESSMENTS, AND AUTHORIZING AND DIRECTING THE GIVING OF NOTICE," declaring its intention to form a business improvement area within the boundaries of the County of Sonoma, to be known as the "Sonoma County Tourism Business Improvement Area," providing for the levy of an assessment and charge to be imposed therein, fixing the times and places for a public meeting and a public hearing, and giving notice of the meeting and hearing.

(b) Resolution No. 04-0850 was duly published, and copies thereof were mailed, as provided by the Law.

(c) As specified in Resolution No. 04-0850, a public meeting pursuant to Government Code section 54954.6 concerning the formation of the area and the levy of assessments was held on October 12, 2004 at 10:00 a.m. before this Board in the Board's chambers at 575 Administration Drive, Santa Rosa.

(d) On October 12, 2004, the Board adopted its Resolution No. 04-0984, entitled "READOPTED RESOLUTION OF THE BOARD DECLARING ITS INTENTION TO ESTABLISH A TOURISM BUSINESS IMPROVEMENT AREA IN

VARIOUS CITIES OF SONOMA COUNTY AND IN THE UNINCORPORATED AREA OF THE COUNTY OF SONOMA, TO PROVIDE FOR THE LEVYING OF ASSESSMENTS ON SPECIFIED LODGING BUSINESSES CONDUCTED WITHIN SUCH AREA, DESCRIBING THE BOUNDARIES OF THE PROPOSED AREA, THE AUTHORIZED USES TO WHICH THE PROPOSED REVENUES SHALL BE PUT, THE RATE OF SUCH ASSESSMENTS, FIXING NOVEMBER 2, 2004 10:00 A.M. AS THE DATE FOR A PUBLIC HEARING TO BE HELD BY THE BOARD TO CONSIDER THE ESTABLISHMENT OF SUCH AREA AND THE LEVY OF ASSESSMENTS, AND AUTHORIZING AND DIRECTING THE GIVING OF NOTICE.”

(e) Copies of Resolution No. 04-0984 were mailed as provided by law. Pursuant to Resolution Nos. 04-0850 and 04-0984, a public hearing concerning the formation of the area and the levy of assessments was held on before this Board in its Chambers on November 2, 2004 at 10:00 a.m.

(f) At the public hearing on November 2, 2004, all protests, both written and oral, made or filed, were considered and duly overruled and denied, and this Board determined that there was no majority protest to the formation of the Area within the meaning of Section 36523 of the Law.

(g) Pursuant to Section 36521.5 of the Law, the County of Sonoma may not form a business improvement area within the territorial jurisdiction of a city without the consent of the city council of that city. The Board has received resolutions providing such consent from each of the following: the Cities of Santa Rosa, Rohnert Park, Petaluma, Cloverdale, Cotati, and Sebastopol, and the Town of Windsor.

(h) With respect to Government Code section 87103 and Section 18707.4 of Title 2, Division 6 of the California Code of Regulations, the Board finds and declares (i) that the persons appointed to the Advisory Board created by this Ordinance and to the Board of Directors of the Contractor contemplated by this Ordinance are appointed to represent and further the economic interest of lodging owners and other businesses that rely upon tourist visits to Sonoma County, (ii) that these members are required to have this economic interest, (iii) that decisions made by the Advisory Board or the Board of Directors of the Contractor will not have a reasonably foreseeable financial effect on any other economic interest held by the members, other than the economic interest they are appointed to represent, and (iv) the decisions of the Advisory Board or the Board of Directors of the Contractor will financially effect the member’s economic interest in a manner that is substantially the same or proportionally the same as the decision will financially effect a significant portion of the persons the member was appointed to represent.

SECTION II.

Chapter 33, pertaining to the creation of the Sonoma County Tourism Business Improvement Area, is added to the Sonoma County Code to read as follows:

CHAPTER 33. SONOMA COUNTY TOURISM BUSINESS IMPROVEMENT AREA

Section 33-1 Authority.

This chapter is adopted pursuant to the “Parking and Business Improvement Area Law of 1989,” Sections 36500 et seq. of the California Streets and Highways Code, and Resolution Nos. 04-0850 and 04-0984, adopted by the Board of Supervisors on September 14, 2004, and October 12, 2004. Such resolutions were published and mailed as provided by law, and meetings and hearings thereon were held by the Board at public meetings and hearings on October 12, 2004, and November 2, 2004, at which time all persons desiring to be heard, and all objections or protests made or filed, were fully heard and considered. The Board duly concluded the hearing on November 2, 2004, and determined that protests objecting to the formation of the Area had not been received from the owners of lodging businesses in the proposed Area which would pay 50 percent or more of the Assessments proposed to be levied. The Board of Supervisors finds that the Assessments levied on owners of lodging businesses pursuant to this Chapter are based upon the estimated benefit to the owners of assessed lodging businesses within the Area, and that all owners of lodging businesses in the Area against whom Assessments are proposed to be levied will be benefited by the expenditure of funds raised by the Assessments.

Section 33-2 Definitions.

Except where the context otherwise requires, as used in this Chapter:

“Administrative Fee” means a fee equal to the actual costs of collection and administration, not to exceed two percent (2%) of the amount of Assessments collected, which a Collecting Entity is entitled to retain from the Assessments collected within their respective territorial jurisdictions.

“Advisory Board” means the advisory board appointed by the Board of Supervisors pursuant to this Chapter.

“Annual Report” means the annual report required by Section 36533 of the Law.

“Area” means the Sonoma County Tourism Business Improvement Area created by this Chapter and as delineated in Section 33-3.

“Assessment” means the levy imposed by this Chapter for the purpose of funding activities and programs promoting tourism in the Area.

“Board of Supervisors” means the Board of Supervisors of the County of Sonoma.

“City” or “Cities” shall mean, individually or collectively, as the context may require, the various Cities or Towns of Sonoma County, excluding those Cities and Towns that have not consented to the imposition of Assessments within their territorial jurisdiction.

“City Council” means a city council of a City.

“Collecting Entity” means (1) for Lodging establishments located within the territorial jurisdiction of a City that has entered into an administrative agreement with the County pursuant to Section 33-6, the City in which the Lodging establishment is located; and (2) for all other Lodging establishments, the Sonoma County Tax Collector.

“Contractor” means a non-profit or for-profit entity with which the County of Sonoma contracts to carry out the services, activities, and programs to be funded by revenues from Assessments.

“County” means the County of Sonoma.

“Lodging” means any accommodation consisting of one (1) or more rooms or other living spaces which are occupied or intended or designed for occupancy by Transients for dwelling, lodging, or sleeping purposes. Such term includes any hotel, inn, tourist home or house, motel, studio hotel, bachelor hotel, lodging house, rooming house, apartment house, dormitory, public or private club, recreational vehicle park, or public or private campground. The term “Lodging” does not include an organized camp, as that term is defined in Section 18897 of the Health and Safety Code, or any establishment operated by a public or non-profit entity exclusively for the purpose of providing temporary shelter for the homeless.

“Marketing Activities” means activities designed to market the Area as a tourist destination, including the expenditure of funds to place advertising in any media, conduct public relations campaigns, perform marketing research, promote conventions and trade shows, and foster improved contacts within the travel industry, for the purpose of promoting tourism within the Area.

“Occupancy” means the use or possession, or the right to the use or possession, of any one or more rooms or portion thereof, or other living space, in any Lodging for dwelling, lodging, or sleeping purposes.

“Operator” means the person who is the owner of a Lodging business, whether in the capacity of an owner, lessee, sublessee, mortgagee in possession, or licensee of the real property upon which the Lodging business is located, or other capacity. When the Operator performs his or her functions through a managing agent of any type or character other than an employee, the managing agent shall also be deemed an Operator for the purposes of this article, and shall have the same duties and liabilities as his or her principal. Compliance with the provisions of this article by either the principal or the managing agent shall, however, be considered compliance by both. For purposes of the imposition of Assessments pursuant to Section 33-5, (a) the term “Operator of a Lodging establishment” shall include persons or entities who manage the rental of individual residential units to Transients, even if such units are not owned by such Operator, and (b) whether such Operator generated Rent of more than \$350,000 in the prior fiscal year shall be determined by the aggregate total of Rent received from all individual residential units managed by such Operator during such fiscal year.

“Parking and Business Improvement Area Law of 1989” or “Law” means the provisions of California Streets and Highways Code Sections 36500 to 36551, as they now exist or are hereafter amended. Businesses in the Area shall be subject to any amendments to the Law.

“Person” means an individual, firm, partnership, joint venture, association, social club, fraternal organization, joint stock company, corporation, estate, trust, business trust, receiver, trustee, syndicate, or any other group or combination acting as a unit, or any public agency.

“Rent” means the consideration charged, whether or not received, for the occupancy of a space in a Lodging valued in money, whether to be received in money, goods, labor, or otherwise, including all receipts, cash, credits, property, and services of any kind or nature, without deduction therefrom whatsoever.

“Room or other living space” means a room or any portion of any room in any Lodging; any tent cabin or any space designated for location of a mobile home or house trailer, tent trailer, recreational vehicle, tent, or other movable living space.

“Sonoma County Tourism Bureau” or “SCTB” means the Sonoma County Tourism Bureau, Inc., a California nonprofit mutual benefit corporation.

“Sonoma County Tourism Business Improvement Area” means that area created by this Chapter as a business improvement area pursuant to the Parking and Business Improvement Area Law of 1989.

“Sonoma County Tourism Business Improvement Area Fund” or “Fund” means the fund created pursuant to Section 33-7 of this Chapter.

“Tax Collector” means the Sonoma County Tax Collector.

“Transient” means any person who exercises occupancy or who is entitled to occupancy by reason of concession, permit, right of access, license, or other agreement for a period of thirty (30) consecutive calendar days or less, counting portions of calendar days as full days. Any such person so occupying space in a Lodging shall be deemed to be a Transient until the period of thirty (30) days has expired unless there is an agreement in writing between the operator and the occupant providing for a longer period of occupancy.

Section 33-3 Area Established – Description.

Pursuant to the Parking and Business Improvement Area Law of 1989, a parking and business improvement area is hereby established, to be known as the “Sonoma County Tourism Business Improvement Area.” The boundaries of the Area are the same as the boundaries of the County of Sonoma, but the Area does not include the territory of any incorporated city in Sonoma County that has not consented to the formation of the Area within its territorial jurisdiction.

Section 33-4 Authorized Uses.

The purpose of forming the Area as a business improvement area under the Law is to provide revenue to defray the costs of services, activities, and programs that promote and encourage tourism within the Area, which will benefit the Operators of Lodging establishments paying Assessments in the Area through the promotion of the scenic, recreational, cultural, and other attractions in the Area. Revenues from Assessments shall be used to conduct Marketing Activities designed to increase overnight visits to the Area. Revenues from Assessments may be used for programs, services, and activities outside the Area, if such programs, services, and activities are designed to promote and encourage overnight visits to the Area. Revenues from Assessments may also be used to pay or reimburse administrative costs incurred by the Contractor or County of Sonoma in connection with the creation of the Area and the Sonoma County Tourism Bureau, the transition of the current County-operated tourism marketing program to the Contractor, and the ongoing administrative costs associated with the Marketing Activities. Administrative costs paid or reimbursed pursuant to this Section 33-4 shall not be subject to the limit set forth in Section 33-6; provided, however, that the County’s reimbursement for Assessment collection costs is limited as provided in Section 33-6. Revenues from Assessments collected in the Area may not be used for any purposes other than those set forth above.

Section 33-5 Imposition and Collection of Assessments.

(a) Each Operator of a Lodging establishment generating total Rent during the preceding fiscal year (July 1 to June 30) of greater than Three Hundred Fifty Thousand Dollars (\$350,000) shall pay as an Assessment a sum equal to two percent (2%) of the Rent charged by the Operator.

(b) Each Operator of a Lodging establishment subject to assessment under this Chapter shall, on or before the last day of the month following each calendar quarter, or at the end of any shorter reporting period that may be established by the Tax Collector, make a return to the Tax Collector, on forms provided by the Tax Collector, of the total rents charged by the Operator and the amount of Assessments owed for such calendar quarter. At the time the return is filed, the full amount of Assessments owed for such calendar quarter shall be remitted to the Tax Collector. Notwithstanding the foregoing, Operators of Lodging establishments subject to assessment under this Chapter located in Cities that have entered into agreements with the Tax Collector pursuant to Section 33-6 shall report and remit Assessments as required by the applicable Collecting Entity.

(c) The Operator of a Lodging establishment subject to assessment under this Chapter shall be solely responsible for paying all Assessments when due. Notwithstanding the foregoing, in the event that the Operator of a Lodging establishment elects to pass on some or all of the Assessment to Transient customers of the Lodging establishment, the Operator of the Lodging establishment shall separately identify or itemize the Assessment on any document provided to a customer. Assessments levied on the Operators of Lodging establishments pursuant to this Ordinance and passed on to customers are not part of a Lodging establishment Operator's rent, gross receipts, or gross revenues for purposes of this Chapter or Chapter 12 of the Sonoma County Code.

Section 33-6 Collecting Entities; Administrative Fee; Registration.

(a) The Tax Collector may enter into agreements with any City, under which the City shall collect the Assessments levied under this Chapter from Operators of Lodging located within the territory of the City. Such agreements shall be consistent with the provisions of this Chapter. Operators of Lodgings subject to assessment under this Chapter located within the territories of any such City shall file, at such times as the Collecting Entity shall specify, information returns containing, at a minimum, the amount of Rent charged and the amount of Assessments owed for the applicable reporting period, and shall remit to the Collecting Entity the amount of Assessments owed for such reporting period.

(b) Each Collecting Entity (including the Tax Collector) shall be entitled to charge an amount equal to its actual costs of collection and administration, not to exceed two percent (2%), of the Assessments collected from Operators of Lodging

establishments to defer the administrative costs incurred by the Collecting Entity for the operation of the Area. Notwithstanding the foregoing, for the first two (2) years of the Area, the two percent (2%) administrative fee shall be charged in full for extraordinary enforcement costs and other related unforeseeable costs. All Assessments collected by any City, less the aforementioned administrative fee, shall be transferred to the Sonoma County Tax Collector within 30 days following collection of the Assessment by the applicable City. The Sonoma County Tax Collector will not charge an administrative fee for Assessments collected by a City if to do so would result in the imposition of a total administrative fee of greater than 2%.

(c) Each Collecting Entity may require each Operator subject to assessment under this Chapter to register with the Collecting Entity and to provide such information as the Collecting Entity deems necessary to enable the Collecting Entity to collect Assessments due under this Chapter.

Section 33-7 Special Fund.

A special fund designated as the "Sonoma County Tourism Business Improvement Area Fund" is hereby created. The Sonoma County Tax Collector shall place all Assessments collected or remitted hereunder into the Fund. The revenue from the levy of Assessments within the Area shall not be used for any purposes other than those set forth in Section 33-4 of this Chapter.

Section 33-8 Deficiencies; Penalties.

(a) Any Operator subject to assessment under this Chapter who fails to remit any assessment imposed by this Chapter within the time required shall pay a penalty of ten (10) percent of the amount of the assessment in addition to the amount of the assessment.

(b) Any Operator subject to assessment under this Chapter who fails to remit any delinquent remittance on or before a period of thirty days following the date upon which the remittance first became delinquent shall pay a second delinquency penalty of ten (10) percent of the amount of the assessment, in addition to the amount of the assessment and the ten percent penalty first imposed.

(c) If the Sonoma County Tax Collector or applicable Collecting Entity determines that the nonpayment of any remittance due under this Chapter is due to fraud, a penalty of twenty-five (25) percent of the amount of the Assessments due shall be added thereto, in addition to the penalties set forth in subsections (a) and (b) of this section.

(d) In addition to any penalties imposed hereunder, any Operator who fails to remit any assessment imposed by this Chapter when due shall pay interest at the rate of one-and-one-half percent (1.5%) per month on the unpaid balance of the assessment, from the date on which the assessment first became delinquent until paid.

Section 33-9 Determination of Assessment upon Nonpayment

(a) If any Operator subject to assessment under this Chapter shall fail to make any report or remittance of Assessments within the time provided in this Chapter, the applicable Collecting Entity shall proceed in the manner it deems best to obtain facts and information upon which to base its estimate of the assessment due, and shall thereafter determine and assess against the Operator the assessment, penalties, and interest due pursuant to this Chapter. In any case where such determination is made, the Collecting Entity shall give a notice of the amounts so assessed by serving it personally or depositing it in the United States mail, postage prepaid, addressed to the Operator at its last known place of address.

(b) The Operator may, within ten (10) calendar days after the serving or mailing of such notice, make application in writing to the Collecting Entity for a hearing on the amount assessed. The application is considered made when mailed. If application by the Operator for a hearing is not made within the time prescribed, the Assessments, penalties, and interest, if any, determined by the Collecting Entity to be due shall become final and conclusive and immediately due and payable. If the Operator makes timely application for a hearing, the Collecting Entity shall give not less than ten (10) calendar days' written notice to the Operator as provided herein of the time and date of the hearing. At the hearing, the Operator may appear and offer evidence as to why the amounts specified in the Collecting Entity's determination should not be fixed.

(c) After such hearing, the Collecting Entity shall determine the proper assessment, penalties, and interest to be remitted, and shall thereafter give written notice of same to the Operator, within thirty (30) calendar days of the hearing. The Collecting Entity's determination shall be presumed to be correct. The amount determined to be due shall be payable after fifteen (15) calendar days from the date of mailing of the determination, unless an appeal is taken pursuant to Section 33-10 of this Chapter. At any appeal, the Operator has the burden of proving that the Collecting Entity's determination is incorrect.

Section 33-10 Appeals

Any Operator subject to assessment under this Chapter aggrieved by any decision of the Collecting Entity with respect to the amount of Assessments, penalties, or interest imposed under this Chapter may appeal to the Board of Supervisors by filing a notice of appeal with the County Clerk, and a copy on the Tax Collector, within fifteen (15)

calendar days of the serving or mailing of the determination by the Collecting Entity. The Board of Supervisors shall fix a time and place for hearing such appeal, and the County Clerk or the Tax Collector shall give notice to the Operator by mailing such notice to the Operator at its last known place of address. The time of the hearing shall be at least 15 calendar days after the mailing of the notice. The Tax Collector shall present the matter to the Board of Supervisors and include evidence submitted by the Operator. The Tax Collector shall also include proposed findings and a resolution of the appeal. At the hearing, the Tax Collector, the Collecting Entity, and the Operator shall have an opportunity to explain their case and introduce other statements or evidence. The Board of Supervisors may impose reasonable time limits on each party's presentation. The findings of the Board of Supervisors shall be final and conclusive, and shall be served on the Operator as provided in Section 33-9 of this Chapter. Any amount found to be due shall be immediately due and payable.

Section 33-11 Assessments Due Deemed Debt to County; Actions to Collect

Any assessment, penalty, or interest required to be paid by any Operator subject to assessment under this Chapter shall be deemed a debt owed by the Operator to the County. Any assessment collected from a Transient by an Operator which has not been paid to the County shall be deemed a debt owed by the Operator to the County. Any Operator owing money to the County for Assessments under this Chapter shall be liable to an action brought in the name of the County for the recovery of the amount of the debt. The County shall be entitled to recover from an Operator found liable for the debt, or any part thereof, any costs, including attorneys' fees, personnel costs, or other expenses incurred by the County because of the failure of the Operator to timely remit Assessments, penalties, or interest to the County.

Section 33-12 Refunds.

If an assessment, penalty, or interest imposed by this Chapter has been overpaid or paid more than once or paid in error, or has been illegally collected or received by the County, a refund may be sought by filing a claim according to the procedure set forth in Chapter 2, Article XXV of this Code.

Section 33-13 Violations.

Any Operator violating any of the provisions of this Chapter shall be guilty of a misdemeanor and shall be punishable therefore as provided in Section 1-7 of this Code. In addition, the Tax Collector may pursue on behalf of the County any civil or administrative remedy otherwise available for failure to comply with the requirements of this Chapter. If the County prevails in such action or proceeding, the County shall be entitled to recover its costs, including attorneys' fees, personnel costs, or other expenses incurred because of the failure to comply with the provisions of this Chapter.

Section 33-14 Records.

Every Operator of a Lodging establishment subject to assessment under this Chapter shall keep and preserve, for a period of three years, all records as may be necessary to determine the amount of such assessment as he may have been liable for the collection of and payment to the applicable Collecting Entity, which records the applicable Collecting Entity and the County of Sonoma shall have the right to inspect at a reasonable time and following twenty-four (24) hours' prior written notice.

Section 33-15 Advisory Board.

An Advisory Board comprised of five (5) members is hereby created to carry out the functions of an advisory board under the Law. The members of the Advisory Board may be nominated by and be members of the board of directors of the Contractor, subject to the approval of the Board of Supervisors. Members of the Advisory Board shall serve at the pleasure of the Board of Supervisors and may be removed by the Board of Supervisors at any time. The Advisory Board shall advise the Board of Supervisors on the amount of the Area's Assessments and on the services, programs, and activities to be funded by the Assessments, and shall perform such other duties as required by the Law, including preparing the Annual Report required by Section 36533 of the Law.

Section 33-16 Administration; Sonoma County Tourism Bureau.

(a) The County of Sonoma may contract with a Contractor to carry out the services, activities, and programs to be funded by revenues from Assessments, as set forth in this Chapter and the Law, and as specified in the applicable Annual Report. The Sonoma County Tourism Bureau is hereby designated to act as the initial Contractor. Any contract between the County and the Contractor shall conform to the provisions of this Chapter.

(b) The board of directors of the Contractor shall be comprised of 22 members. Directors shall be appointed by the Board of Supervisors, City Councils and by the lodging industry in proportion to the respective financial contribution to the operation of the Contractor made by the County (from transient occupancy tax receipts or other sources), the Cities (from transient occupancy tax receipts or other sources) and the lodging industry (from Assessments under this Chapter or other sources). The number of directors appointed by Cities shall be based on the collective financial contribution from all Cities. The right to appoint a director shall not vest until pro-rata contributions equal or exceed the amount required to appoint one director. The lodging industry shall appoint as directors operators of lodging establishments from each of the following categories: (i) 25 units or fewer; (ii) 26-75 units; (iii) 76-140 units; (iv) over 140 units. Appointment of directors by the lodging industry shall be made based upon the percentage of

Assessments contributed by each lodging type; provided, however, that no less than two nor more than five directors shall be appointed from any one lodging category; and provided further, that no less than two nor more than five directors shall be operators of lodging establishments located within each separate Sonoma County supervisorial district. Directors appointed on behalf of the County or the Cities shall be appointed by the Board of Supervisors or City Councils, as applicable. Such directors may not be members of the appointing bodies, but shall be operators of tourism-related businesses within the Area, or employees or board members of non-profit entities within the Area carrying out activities to promote tourism within Sonoma County. In the event the Contractor changes the composition of the board of directors, the County may immediately terminate the Contractor. Meetings of the board of directors of the Contractor shall be noticed, public, and held in conformance with the provisions of the Ralph M. Brown Act.

(c) The contract with the Contractor shall reasonably specify the services, programs, and activities to be provided by the Contractor, which services, programs, and activities shall be in conformance with the applicable Annual Report. The Contractor may provide any services, programs, or activities that promote tourist visits to the Area, without regard to the limitations set forth in Section 33-4, provided that services, programs, or activities not authorized by Section 33-4 may not be paid for using revenues from Assessments. Prior to contracting with a Contractor, the County shall obtain a budget from the Contractor showing to the satisfaction of the County that the revenues from Assessments and all other sources to be paid to the Contractor are sufficient to permit the Contractor to carry out the services, programs, and activities set forth in the annual plan. The contract with the Contractor shall contain provisions allowing the County to inspect the Contractor's records, to perform audits and investigations, or to obtain reports from the Contractor as the County deems necessary to ensure that revenues from Assessments are used only as set forth in the contract and as permitted under this Chapter and the Law. The contract shall provide that it may be terminated by the County, with or without cause, on no less than thirty (30) days' notice.

(d) The Board of Supervisors may, in its sole discretion, remove the SCTB or successor Contractor at any time. Upon such removal, the Board of Supervisors may either (1) select and contract with a successor Contractor or (2) provide the services, program, and activities set forth in the applicable Annual Report with the County's own forces, in which case, the County may obtain reimbursement for services performed and expenses incurred from revenues from Assessments. The composition of the board of directors of any successor Contractor must be substantially similar to the composition of the board of directors of SCTB as set forth in Subsection 33-16(b) above. If the Board of Supervisors does not select a successor Contractor, the Board shall appoint an Advisory Board, whose members must be Operators of Lodging establishments subject to assessment under this Chapter.

(e) The contract with the Contractor shall be administered on behalf of the County of Sonoma by the Director of the Economic Development Board, who may authorize disbursements from the Sonoma County Tourism Business Improvement Area Fund solely for the purposes set forth in Section 33-4.

Section 33-17 Modification or Disestablishment of the Area.

(a) The Board of Supervisors, by ordinance, may modify the provisions of this Chapter and may disestablish the Area, after adopting a resolution of intention to such effect. Such resolution shall describe the proposed change or changes, or indicate that it is proposed to disestablish the area, and shall state the time and place of a hearing to be held by the Board of Supervisors to consider the proposed action.

(b) If the Operators of Lodging establishments which pay 50 percent or more of the Assessments in the Area file a petition with the Clerk of the Board of Supervisors requesting the Board of Supervisors to adopt a resolution of intention to modify or disestablish the Area, the Board of Supervisors shall adopt such resolution and act upon it as required by Section 33-17(d) below and the Law. Signatures on such petition shall be those of a duly authorized representative of the Operators of Lodging establishments in the Area that paid Assessments in the prior calendar quarter.

(c) In the event the resolution proposes to modify any of the provisions of this Chapter, including changes in the existing Assessments or in the existing boundaries of the Area, such proceedings shall terminate if protest is made by the Operators of Lodging establishments paying 50 percent or more of the Assessments in the Area.

(d) In the event the resolution proposes disestablishment of the Area, the Board of Supervisors shall disestablish the Area; unless at such hearing, protest against disestablishment is made by the Operators of Lodging establishments paying 50 percent or more of the Assessments in the Area.

SECTION III. 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. This ordinance shall be and the same is hereby declared to be in full force and effect from and after thirty (30) days after the date of its passage and shall be published once before the expiration of fifteen (15) days after said passage, with the names of the Supervisors voting for or against the same, in *The Press Democrat*, a newspaper of general circulation published in the County of Sonoma, State of California.

In regular session of the Board of Supervisors of the County of Sonoma, passed and adopted this 2nd day of November, 2004, on regular roll call of the members of said Board by the following vote:

SUPERVISORS:

BROWN____ **KERNS**____ **SMITH**____ **KELLEY**____ **REILLY**____

AYES ____ **NOES** ____ **ABSTAIN** ____ **ABSENT**____

WHEREUPON, the Chair declared the above and foregoing ordinance duly adopted and

SO ORDERED.

Chair, Board of Supervisors
County of Sonoma

ATTEST:

EEVE T. LEWIS, County Clerk and
ex-officio 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: 22
(This Section for use by Clerk of the Board Only.)

To: Sonoma County Board of Supervisors

Board Agenda Date: December 10, 2013

Vote Requirement: Majority

Department or Agency Name(s): Economic Development

Staff Name and Phone Number:

Al Lerma (707) 565-6428

Supervisorial District(s):

Title: Sonoma County Tourism Bureau Memorandum of Understanding

Recommended Actions:

Approve and authorize the Chair of the Board to execute a Memorandum of Understanding (MOU) with the Sonoma County Tourism Bureau (SCTB) for the Economic Development Board to provide various research and report services to the SCTB, for \$51,000, from July 1, 2013 through June 30, 2014.

Executive Summary:

In July 2005, the Sonoma County Tourism Bureau (SCTB) assumed the activities of the Economic Development Board's (EDB) tourism division. Although the County's program ceased its tourism operations, there is tourism related research and data analysis that is important to the forecasting and future projections of the tourism industry, one of Sonoma County's strongest economic drivers. Congruent with the EDB's research and statistics program, the SCTB has requested that the EDB provide the following services during fiscal year 2013-2014:

1. Transient Occupancy Tax (TOT) & Industry Development Report – a quarterly and annual compilation of TOT as reported by the cities and unincorporated areas of the county as a measure of progress, and the ongoing tracking of accommodations(s) development through local permitting agencies.
2. Annual Tourism Report – an annual compilation of surveys and statistical information distributed to the tourism industry.
3. Return on Investment Competition Updates Research – return on investment studies to gauge effectiveness of SCTB programs and updates on identified competitors. The report may include details on competitors' budgets, personnel, and marketing/business developments.
4. Organize, run and report on Sonoma County Restaurant Week, including organizing the participation restaurants, data collection materials, and all local promotion and web presence.
5. Comprehensive Research and Research Opportunities Report – a synthesis of all existing research that pertains to Sonoma County's tourism industry and recommendations for other tourism-related research.

The services outlined are performed internally by project interns and EDB staff.

| | | | |
|---|---|------------------------------|------------------------------|
| Prior Board Actions: | | | |
| Board previously adopted FY 07-08 through 12-13 agreements. | | | |
| Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship | | | |
| The Economic Development Board works closely with the Sonoma County Tourism Bureau in order to promote tourism and growth in Sonoma County. | | | |
| Fiscal Summary - FY 13-14 | | | |
| Expenditures | | Funding Source(s) | |
| Budgeted Amount | \$ 51,000 | | \$ |
| Add Appropriations Req'd. | \$ | State/Federal | \$ |
| | \$ | Fees/Other | \$ 51,000 |
| | \$ | Use of Fund Balance | \$ |
| | \$ | Contingencies | \$ |
| | \$ | | \$ |
| Total Expenditure | \$ 51,000 | Total Sources | \$ 51,000 |
| Narrative Explanation of Fiscal Impacts (If Required): | | | |
| Through this MOU, the SCTB will provide the EDB with \$51,000 for services, which will be used by the EDB to fully fund 1.0 FTE temporary full-time intern. | | | |
| Staffing Impacts | | | |
| Position Title (Payroll Classification) | Monthly Salary Range (A – I Step) | Additions (Number) | Deletions (Number) |
| | | | |
| | | | |
| Narrative Explanation of Staffing Impacts (If Required): | | | |
| None. | | | |
| Attachments: | | | |
| Copy of Memorandum of Understanding with Sonoma County Tourism Bureau. | | | |
| Related Items "On File" with the Clerk of the Board: | | | |
| Memorandum of Understanding with Sonoma County Tourism Bureau. | | | |

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
SONOMA COUNTY TOURISM BUREAU
AND THE COUNTY OF SONOMA

This Memorandum of Understanding (MOU) is entered into on the first day of July 2013 by and between the SONOMA COUNTY TOURISM BUREAU ('SCTB') and the COUNTY OF SONOMA, acting through its ECONOMIC DEVELOPMENT BOARD ('EDB').

AGREEMENT

The purpose of this Memorandum of Understanding is to establish and maintain an economic research program on the hospitality industry, to be executed by the EDB with the support of the SCTB. To further this purpose, the parties to this MOU agree as follows:

A. SERVICE AND PAYMENT TERMS

The EDB shall perform the following tasks:

1. Transient Occupancy Tax (TOT) and Industry Development Report

On a quarterly and annual basis, the EDB will (a) compile data on TOT performance, as reported by cities and the County, as a tool to measure the progress and impact of various tourism-related programs and (b) compile data on development of new lodging facilities by obtaining information from the local permitting authorities in both cities and the County.

The compilation of TOT performance data will be presented in an approximately five-page report, which will include:

- Historical and current TOT collections for each city and the County, by quarter
- Year over year absolute and percent changes in TOT collections for each city and the County
- The quarterly and annual "share" of total TOT collected by each city and the County

This report will be similar in format and scope to the TOT reports previously produced by the Sonoma County Tourism Program.

The compilation of data on development of new lodging facilities will be presented in an approximately two-page report, which will include, for each new lodging facility identified:

- The tentative name and address for the facility
- The number of proposed rooms

- The expected average daily room rate of the facility
- The expected annual TOT and BIA collections for the facility
- The estimated date of completion

2. Annual Tourism Report

The EDB will produce an Annual Tourism Report on the tourism industry in Sonoma County. The EDB will incorporate surveys and other information from Economy.com, the California Travel & Tourism Commission, US Travel Association, a visitor intercept survey conducted by the SCTB, the annual tourism industry survey and other sources into the report. EDB anticipates that the Annual Tourism Report will be released in May 2014, but the report may be delayed if necessary to collect necessary data.

This report will include extensive written analysis on current and anticipated trends in the hospitality industry, including employment and output in local and nationwide industries; supply/demand factors; operating costs; upside and downside risk factors; two to four charts with commentary; and five-year forecast detail for key U.S. macro drivers.

3. Research: ROI, Intercept, Competition Updates

The EDB will conduct periodic return-on-investment studies on SCTB programs to assist SCTB in gauging effectiveness and/or ROI of programs and to guide sales and marketing efforts. Examples of these studies include, but are not limited to, meeting planner survey, tour operator survey, advertising effectiveness surveys, economic impact surveys and others. SCTB will expect 4 completed reports per year. EDB may consult with an outside researcher or travel economist for assistance.

The EDB will provide updates, when requested, on identified competitors. The details of the update may contain the competing DMO's budget, personnel, and recent notable marketing/business developments. The report can also include samples of advertising, marketing and other tourism-promotion efforts from these destinations.

4. Sonoma County Restaurant Week

The EDB will organize, run and report on Sonoma County Restaurant Week, March 10-16, 2014. This includes organizing participating restaurants, data collection materials all local promotion and web presence. Following the event, the EDB is responsible for producing a report that outlines the economic impact, qualitative consumer feedback and restaurant perceptions of the event. The report will also include information about the events' web presence.

5. Comprehensive Research and Research Opportunities Report

The EDB will maintain a report consisting of two main parts: 1) a synthesis of all existing research conducted pertaining to Sonoma County's tourism industry, and 2) provide recommendations for other tourism-related research reports/surveys/studies.

The EDB will make any updates to existing reports with new research, research potential research initiatives that have been conducted and proven worthwhile by other branches of tourism (e.g. U.S. Travel Association, Los Angeles CVB, etc.) or suggest sections for update. The EDB will also identify the most frequently asked questions received by the SCTB and the EDB concerning the tourism industry.

As compensation for all services contemplated by this Agreement, SCTB shall pay COUNTY the sum of \$51,000.

The SCTB shall make four equal payments; the first payment of twelve thousand, seven hundred fifty dollars (\$12,750) will be paid to the COUNTY upon execution of this agreement, with the next three payments falling on the last day of consecutive quarters: December 31, 2013; March 31, 2014 and June 30, 2014.

B. GENERAL PROVISIONS

1. Term of Agreement

- a. The term of this Agreement shall be from July 1, 2013 through June 30, 2014 unless terminated earlier in accordance with the provisions in 1.b.
- b. Either party to this Agreement may terminate the Agreement for convenience and without cause by giving the other party 30 days advance written notice of the effective date of termination. In the event of termination, COUNTY shall be entitled to retain compensation for each completed month of service since July 1, at a rate of one-twelfth per month, through the date of termination.
- c. In order to better facilitate communication and to train EDB staff on the hospitality industry, EDB employees will work on site at the SCTB offices, or out in Sonoma County, at least one day per work week. Work will include attending meetings with SCTB staff as it pertains to projects, coordinating with SCTB on tasks as outlined above, and implementing research and education initiatives in the community. SCTB will provide a desk and computer for EDB staff to work on while working onsite.

2. Notices

All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

COUNTY: Sonoma County Economic Development Board
141 Stony Circle, Ste 110
Santa Rosa, CA 95401

SCTB: Sonoma County Tourism Bureau
3637 Westwind Blvd.
Santa Rosa, CA 95403

3. Assignment/Delegation

Neither party hereto shall assign, sublet or transfer any interest in this Agreement or any duty hereunder without written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.

4. Merger

This writing is intended both as the final expression of the Agreement between 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as set forth below.

SONOMA COUNTY TOURISM BUREAU

DATED: _____

By: _____
Tim McGregor, Chair

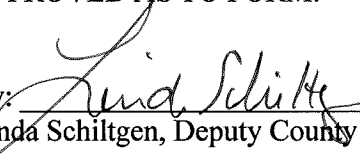
CERTIFICATES OF INSURANCE ON
FILE WITH AND APPROVED AS TO
SUBSTANCE BY DEPARTMENT:

DATED: _____

By: _____
Ben Stone, Economic Development Director

APPROVED AS TO FORM:

DATED: 11/25/13 _____

By:  _____
Linda Schiltgen, Deputy County Counsel

COUNTY OF SONOMA

DATED: _____

By: _____
Chair, Board of Supervisors

DATED: _____

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

To: Board of Supervisors

Board Agenda Date: December 10, 2013

Vote Requirement: Majority

Department or Agency Name(s): Economic Development Board

Staff Name and Phone Number:

Ben Stone – 565-7170

Supervisorial District(s):

Countywide

Title: Broadband Connectivity Endorsement

Recommended Actions:

Approve Sonoma County joining the North Bay North Coast Broadband Consortium, direct staff to participate in the Consortium and pursue grant funds for broadband efforts, and adopt a resolution endorsing Sonoma County's membership in the proposed North Bay North Coast Broadband Consortium for broadband development.

Executive Summary:

This item requests the Board of Supervisors support the Sonoma County's membership and participation in the a regional broadband planning consortium consisting of Sonoma, Mendocino, Marin and Napa counties: the North Bay North Coast Broadband Consortium (NBNCBC). A resolution supporting the new consortium is requested from each county to increase the likelihood of approval of by the California Public Utilities Commission (CPUC) and will be useful in the pursuit of available grant monies. Mendocino, Marin and Napa also plan to pass similar resolutions.

Broadband is a critical means of access for rural communities and a vital connection to an increasingly national and global economy. Rural communities continue to have little or no access to broadband, with many residents and businesses still relying upon dial-up modems as their primary connection to the Internet. The lack of adequate broadband access is a problem impacting residents, businesses, and agricultural/farm communities. Government services including fire and emergency medical providers are also affected without a consistent, high quality and reliable means to communicate with one another.

For almost three years, Mendocino and Sonoma counties have collaborated successfully to establish the current state of broadband deployment in each county, to identify deployment opportunities, locate plausible funding sources, and help broadband service providers take advantage of funding to address broadband opportunities.

As a result of this effort it is clear that substandard broadband is a regional economic and quality of life problem throughout Northern California. Accordingly, Mendocino and Sonoma Counties are inviting Marin and Napa Counties to participate in a new California Advanced Services Fund (CASF) broadband planning group. The four counties have a great deal in common - industry, viticulture, and agriculture, and have common county borders. It makes solid business sense for the four counties to work collaboratively together to address our regional

broadband problems. In addition, the regional collaboration will enhance the County's ability to attract future grant funding for broadband deployment and adoption projects.

The WCBC will request up to \$450,000 in a 3-year grant from CASF, a portion of which will be used to fund county-specific and broadband planning. County-specific funds would be spent to survey current county broadband status, and to stimulate improved broadband deployment and adoption throughout each county. WCBC will also conduct regional planning activities for all counties in the consortium, will provide common services such as mapping and data management, and will provide county-specific services, as needed.

Sonoma County's Broadband efforts and advocacy are continuing and include the following:

- **EDB Budget** – The FY 2013-2014 EDB Budget includes \$60,000 in appropriations for local broadband program advocacy. \$15,000 is provided by the Sonoma County Water Agency and \$45,000 through the Economic Development area of the Advertising Fund. Expenditures are for part time staffing, development of the local broadband plan, advocacy for broadband projects and funding and development of a web site.
- **Access Sonoma Broadband Working Group** – To facilitate and advocate for our local broadband efforts Access Sonoma Broadband (ASB) was formed as a function of the EDB Office. ASB is also a working group for development of a local broadband plan. The ASB group meets monthly and has had 6 meetings.
- **Local Broadband Plan** – The ASB is working on development of local broadband plans and conceptual infrastructure development. The local broadband plan is anticipated to become part of the County's General Plan and will be a guide document for broadband deployment in the county.
- **Regional Coordination** – ASB continues to work very closely with the Broadband Alliance of Mendocino County (BAMC) and Mendocino County on broadband planning and advocacy. The ASB and BAMC have worked closely advocate for broadband funding legislation and rural broadband infrastructure projects in our region and northern California. With the newly formed Northern California Broadband Coalition, the ASB has formed another important strategic partnership with other Northern California promoting broadband expansion into rural counties.
- **Private Broadband Providers** – In efforts to encourage private partners in our rural broadband program (specific to the Route One Coast Project) staff have met with representatives from Verizon, AT&T, Comcast and Sonic. Corporate broadband providers will be invited to attend ASB meetings.
- **Mapping** – With the assistance of the ISD GIS division, Access Sonoma Broadband is developing a database for local broadband planning. The GIS database identifies population centers, anchor institutions, businesses, agricultural and resource related enterprises, health care providers (including non-profits), schools, public buildings, police and fire facilities, parks, public lands and tourist faculties. Where possible, the database will also identify existing broadband infrastructure including wire and cell towers. Currently infrastructure of private broadband providers (ATT, Verizon, Comcast, Sonic) is proprietary and not publically available.
- **Golden Bear Broadband (GBB) Northern California Regional Middle Mile and Coast Route One Infrastructure Projects CPUC Grant Application** – Major efforts of the last 18 months have focused on design and support of the Northern California Regional Middle Mile Broadband Infrastructure Project (NCRMMBIP), which includes the development of backbone broadband infrastructure in 16 rural northern California counties. A significant part of the NCRMMBIP is the Route One Coast project, which will provide broadband infrastructure along the Sonoma and Mendocino County coasts.

Prior Board Actions:

January 10, 2012 - Board directed the EDB Ad Hoc Committee and the EDB to develop a plan for broadband

connectivity for the County.

February 21, 2012 – Board directed the EDB and ISD to perform studies to determine infrastructure needs and seek funding opportunities rural broadband programs.

Strategic Plan Alignment Goal 3: Invest in the Future

The digital divide in the County’s rural areas is significant. Residents, businesses, health care providers, schools, public services in these areas are unserved or underserved by broadband services. Building high speed high quality broadband infrastructure in the County’s rural areas will close the digital divide and provide connectivity similar to urban areas.

Fiscal Summary - FY 13-14

| Expenditures | | Funding Source(s) | |
|---------------------------|------------------|----------------------|------------------|
| Budgeted Amount | \$ 60,000 | | \$ |
| Add Appropriations Req'd. | \$ 0 | State/Federal | \$ |
| | \$ | Fees/Other | \$ 60,000 |
| | \$ | Use of Fund Balance | \$ |
| | \$ | Contingencies | \$ |
| | \$ | | \$ |
| Total Expenditure | \$ 60,000 | Total Sources | \$ 60,000 |

Narrative Explanation of Fiscal Impacts (If Required):

The FY 13-14 Budget includes appropriations for the EDB broadband program, including \$15,000 from the Water Agency and \$45,000 from the Advertising Program.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

No staffing impact.

Attachments:

Resolution.

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

None.



County of Sonoma
State of California

Date: December 10, 2013

Item Number: _____

Resolution Number: _____

4/5 Vote Required

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA, ENDORSING SONOMA COUNTY'S MEMBERSHIP IN THE PROPOSED CALIFORNIA ADVANCED SERVICES FUND (CASF) BROADBAND PLANNING GRANT FOR THE NORTH BAY NORTH COAST BROADBAND CONSORTIUM

Whereas, substandard broadband access and adoption in Sonoma County adversely affects our economic health, and compromises the quality of life of its residents and the experiences of its visitors;

Whereas, substandard broadband access also affects the ability of our schools, health facilities and public safety agencies to provide adequate levels of service;

Whereas, federal and state grants for broadband deployment and adoption in Sonoma County significantly lag those of other counties in the State of California and the Nation as a whole;

Whereas, Sonoma County needs additional grant funding to survey actual broadband deployment and adoption, and to plan additional broadband deployment and adoption;

Whereas, Sonoma County lacks sufficient capability and capacity to perform adequate strategic broadband planning without such funding; and

Whereas, membership in the proposed North Bay North Coast Broadband Consortium, which will include Sonoma, Mendocino, Marin and Napa counties will materially address these problems,

Now, Therefore, Be It Resolved that the Board of Supervisors hereby endorses Sonoma County's participation in the North Bay North Coast Broadband Consortium.

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 24
(This Section for use by Clerk of the Board Only.)

To: Sonoma County Board of Supervisors

Board Agenda Date: December 10, 2013

Vote Requirement: Majority

Department or Agency Name(s): General Services

Staff Name and Phone Number:

Ed Buonaccorsi, 707-565-2463

Supervisorial District(s):

All

Title: Professional Services Contract for William W. Wilkins

Recommended Actions:

Authorize the General Services Director to execute an agreement for personal services with William W. Wilkins in an amount not to exceed \$35,000 for real estate consultant services effective through June 30, 2014.

Executive Summary:

Background.

In-House Real Estate Resource Recruitment. In December, 2012, the Real Estate Manager (REM) incumbent retired, and the General Services Department (GSD) requested that the job specification for Real Estate Manager be reviewed by Human Resources in order to reflect the modern use of the position. On September 5, 2013, the Civil Service Commission adopted a revised specification for the REM position. On October 8, 2013, the Board approved the revised position's reduced salary and a recruitment of a new real estate manager. Subsequently, Human Resources conducted a recruitment, and GSD staff anticipates that a hire may not be made until January 2014.

Management Partners. On January 29, 2013, GSD executed a professional services agreement (PSA) with Management Partners, a management consulting firm, in the amount of \$95,000, to secure real estate consultant services for the GSD Real Estate Services office for various real estate projects including multiple communication tower site leases and property acquisitions, and the pending Sutter Hospital lease termination and relocation. On September 10, 2013, your Board approved an amendment to the Management Partners PSA for an additional \$25,000, for a total cumulative contract value of \$120,000. Costs were appropriated under the General Services Real Estate Fiscal Year 13-14 budget. The Management Partners PSA expires January 9, 2014.

William W. Wilkins. On June 28, 2013, GSD executed a PSA with William W. Wilkins (Wilkins), in the amount of \$25,000, to provide additional real estate consultant services needed due to the substantial

increase in real estate projects at a rate of \$60 per hour including: County's Health Services and Human Services Department requests to secure office space for staff to provide services pursuant to the Health Care Reform Act; leasing and acquisition requests from the Clerk-Recorder-Assessor for office and warehouse space needs; the need to secure a new café operator for the County Administration Center and Hall of justice cafeterias by December, 2013; and closing transactions for real property leases and acquisitions in connection with the Sheriff-Information Systems BayWEB communications site project. Wilkins has specialized, professional experience relevant to such projects. The existing agreement with Wilkins expires on December 28, 2013, however, the expenditure authority will run out in approximately mid-December 2013.

Staff has prepared the proposed agreement for professional services, whereby Wilkins would serve as a short term, at-will employee of the County, which at-will contract would be executed upon Board approval, on or about December 10th, 2013. In addition, no work would be performed under the proposed at-will contract until such time as funds have been exhausted under the existing PSA with Wilkins. The proposed short-term, at-will contract provides for an hourly rate of \$100 per hour, for a total contract value not to exceed \$35,000, which staff feels is comparable with similar contracts which GSD has executed for real estate services. After the expiration of the Management Partners PSA, staff intends to utilize the proposed Wilkins at-will contract to complete key real estate projects, as well as to provide assistance with the Real Estate Manager recruitment and help with the transition for the new Real Estate Manager. (A scope of services is attached for reference.)

Funding. The cost of services associated with the proposed at-will contract with Wilkins will not exceed \$35,000. This expense will be offset by the savings realized by the current vacancy of the Real Estate Manager position through December, 2013 (approximately \$90,000).

Recommendation. As previously mentioned, the recruitment for a permanent Real Estate Manager for General Services was approved on October 8, 2013, and the new Real Estate Manager recruitment may not be concluded until January, 2014. In the interim period before and transition period after hiring a new Real Estate Manager, staff anticipates the necessity for continued real estate assistance through June 30, 2014. Staff recommends that the proposed agreement for personal services be executed with William W. Wilkins in the amount of \$35,000, through June 30, 2014.

Prior Board Actions:

None.

Strategic Plan Alignment Goal 4: Civic Services and Engagement

The proposed agreement for personal services will assist the County in meeting its mandated responsibility to provide timely and efficient services, by meeting the real estate-related needs of County departments, who provide those services to its clients.

Fiscal Summary - FY 13-14

| Expenditures | | Funding Source(s) | |
|---------------------------|------------------|--------------------------|------------------|
| Budgeted Amount | \$ 35,000 | County General Fund | \$ 35,000 |
| Add Appropriations Req'd. | \$ | State/Federal | \$ |
| | \$ | Fees/Other | \$ |
| | \$ | Use of Fund Balance | \$ |
| | \$ | Contingencies | \$ |
| | \$ | | \$ |
| Total Expenditure | \$ 35,000 | Total Sources | \$ 35,000 |

Narrative Explanation of Fiscal Impacts (If Required):

The cost for the proposed agreement for personal services for Wilkins will be offset by the cost savings realized from the vacancy of the full-time equivalent Real Estate Manager position.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

Scope of Services

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

Copy of proposed agreement for personal services with William W. Wilkins

EXHIBIT A
SCOPE OF WORK

County of Sonoma General Services Real Estate Services Proposal

1. Conduct short-term and long-term studies to estimate real estate needs and space requirements for office and other physical facilities for Sonoma County departments and activities.
2. Develop plans and establish goals and timetables for the acquisition and disposition of real property.
3. Negotiate for the acquisition and disposition of real property.
4. Negotiate leases for county occupancy for county authorized personnel to execute.
5. Negotiate revenue leases for county-owned property.
6. Conduct market valuation studies of real property for budget purposes.
7. Conduct property management and feasibility studies; prepare analyses of fees and rates; and assist with preparation of periodic reports on real property revenues, expenditures, projections and program objectives.
8. Confer with and advise department heads and administrative personnel regarding need for real estate space, requirements and related matters.
9. Provide advice and consultation services with Real Estate staff regarding ongoing and upcoming real estate projects.
10. Provide the above-noted services three days a week on site at 2300 County Center Drive, Santa Rosa Ca. 95403



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 25
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors of Sonoma County

Board Agenda Date: December 10, 2013

Vote Requirement: Majority

Department or Agency Name(s): Department of Health Services

Staff Name and Phone Number:

Rita Scardaci, 565-7876

Supervisorial District(s):

Countywide

Title: Memorandum of Understanding with the County of Humboldt for Public Health Laboratory Director Services

Recommended Actions:

Authorize the Director of Health Services to execute a Memorandum of Understanding with the County of Humboldt for the period January 1, 2014 to December 31, 2016 to provide Public Health Laboratory Director Services to the County of Humboldt Public Health Laboratory and to receive revenue in an amount of \$74,328.

Executive Summary:

This item requests approval to execute a Memorandum of Understanding (MOU) with the County of Humboldt wherein Sonoma County agrees to provide Public Health Laboratory Director Services to the County of Humboldt (Humboldt), with a term end date of December 31, 2016.

Regulations in the Federal Clinical Laboratory Improvement Act of 1988 (CLIA) specify that a public health laboratory is required to have a qualified Public Health Laboratory Director. The qualifications for a Public Health Laboratory Director include board certification under Federal CLIA, a California Public Health Microbiologist Certification, four years of experience working in a public health laboratory, and a doctorate degree which, under some circumstances, may be subject to a grandfather provision.

In July 2013, Humboldt's Public Health Laboratory Director unexpectedly passed away resulting in the urgent need to develop an arrangement for laboratory director services. Shortly thereafter, Humboldt contacted the County of Sonoma Department of Health Services regarding an agreement for the provision of temporary part-time Laboratory Director Services while pursuing a more permanent solution. To assist Humboldt in meeting its regulatory requirement, on October 22, 2013 the Sonoma County Board of Supervisors approved a short term interim MOU with Humboldt for Public Health Lab Director Services with a term date of December 31, 2013 pending negotiation of a permanent agreement.

The Department requests authorization to execute the attached MOU with Humboldt. The proposed MOU will assist Humboldt in meeting their statutory obligation under CLIA. The 3-year term of the MOU will begin on January 1, 2014 and extend through December 31, 2016. Under the MOU, the Sonoma

County Public Health Laboratory Director will be responsible for the overall operation and administration of the laboratory to meet minimum standards of CLIA. The Laboratory Director will provide any and all services that a State of California licensed and certified laboratory director is required to perform, including, but not limited to, providing consultations related to the testing of human clinical specimens; reviewing and approving laboratory procedure manuals that pertain to human clinical testing; ensuring that human clinical testing systems developed and used by laboratory staff provide quality laboratory results; overseeing and reviewing quality assurance, quality control, and validation studies of newly employed scientific assays; ensuring that all necessary corrective actions are taken and documented whenever significant deviations of laboratory protocols are identified; and recommending procedural changes. In the course of providing services, the Lab Director will conduct periodic on-site visits. The Lab Director responsibilities under the MOU will not include any direct employee management, including hiring, terminating, or disciplining Humboldt laboratory personnel.

The proposed MOU was drafted based upon approximately 10 percent of the Sonoma County Public Health Lab Director's time being devoted to Humboldt related activities which equals approximately 208 hours per year. At a full-cost recovery rate of approximately \$110 per hour, projected annual revenue paid by Humboldt to the Department will equal \$22,880. In addition to Lab Director costs, the MOU contract amount includes reimbursement of \$1,896 in annual travel expenses. In total, Humboldt will pay the County of Sonoma \$24,776 per year for a three-year total of \$74,328.

Prior Board Actions:

On October 22, 2013 authorized the Director of Health Services to execute a Memorandum of Understanding with the County of Humboldt wherein Sonoma County agreed to provide interim Public Health Laboratory Director Services to the County of Humboldt through December 31, 2013.

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

Coordinating with Humboldt in the operation of their public health laboratory helps to ensure regional health and safety.

Fiscal Summary - FY 13-14

| Expenditures | | Funding Source(s) | |
|---------------------------|------------------|----------------------|------------------|
| Budgeted Amount | \$ 12,388 | County General Fund | \$ 0 |
| Add Appropriations Req'd. | \$ 0 | State/Federal | \$ 0 |
| | \$ | Fees/Other | \$ 12,388 |
| | \$ | Use of Fund Balance | \$ 0 |
| | \$ | Contingencies | \$ 0 |
| | \$ | | \$ |
| Total Expenditure | \$ 12,388 | Total Sources | \$ 12,388 |

Narrative Explanation of Fiscal Impacts (If Required):

Revenue of \$12,388 will be added to the FY 13-14 budget through the quarterly consolidated budget adjustments process. The remaining revenue will be included in the FY 14-15 (\$24,772), FY 15-16 (\$24,772) and FY 16-17 (\$12,388) budgets.

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

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
COUNTY OF SONOMA
AND
COUNTY OF HUMBOLDT**

This Memorandum of Understanding (hereinafter referred to as "Agreement") entered into this first day of January 2014, by and between the County of Sonoma (hereinafter referred to as "SONOMA") and the County of Humboldt (hereinafter referred to as "HUMBOLDT") is made upon the following considerations:

WHEREAS, HUMBOLDT, through its Department of Health and Human Services – Public Health, desires to retain the services of a laboratory director; and

WHEREAS, such work involves the performance of professional, expert, and technical services for a specified period, and HUMBOLDT has no employees available to perform such services and is unable to hire employees for the performance thereof; and

WHEREAS, SONOMA, by and through its Department of Health Services, has represented that the Sonoma County Laboratory Director (hereinafter referred to as "Laboratory Director") is qualified to perform such services.

NOW THEREFORE BE IT AGREED:

1. SONOMA'S ROLES AND RESPONSIBILITIES

- A. Description of Services. During the term of this Agreement, SONOMA agrees that Laboratory Director will provide any and all services that a State of California licensed and certified laboratory director is required to perform, including, but not limited to:
1. Providing consultations related to the testing of human clinical specimens, including, but not limited to, technical performance, reporting, and other legal requirements (e.g., Title 17). Consultations shall be available via phone (cell or land line), email, or teleconference.
 2. Reviewing and approving laboratory procedure manuals that pertain to human clinical testing.
 3. Ensuring that human clinical testing systems developed and used by laboratory staff provide quality laboratory results.
 4. Overseeing and reviewing quality assurance, quality control, and validation studies of newly employed scientific assays.
 5. Ensuring that all necessary corrective actions are taken and documented whenever significant deviations of laboratory protocols are identified.
 6. Ensuring consultation is available to HUMBOLDT's clients, public health staff and administration, Public Health Officer, animal control and environmental health staff.

7. Reviewing all proficiency testing results.
 8. Recommending procedural changes if needed, and overseeing documentation of corrective actions.
 9. Performing other duties as mandated by state or federal regulations that pertain to human clinical testing.
- B. Performance Standards. SONOMA agrees that Laboratory Director shall perform the services described herein in a manner consistent with the generally accepted standards for State of California licensed laboratory directors.
- C. Expenditure of Time. SONOMA and HUMBOLDT agree that Laboratory Director will devote a maximum of .10 FTE or 4 hours per week, on average, to the completion of the services described herein.
- D. Interagency Cooperation. The parties agree to cooperate with each other in providing the services described herein.

2. HUMBOLDT'S ROLES AND RESPONSIBILITIES

HUMBOLDT agrees that the day-to-day management of the Humboldt County Public Health Laboratory, including, but not limited to, hiring, personnel performance reviews, disciplinary actions, budgeting, fee changes, and time-off scheduling, will be the sole responsibility of HUMBOLDT's on-site laboratory manager and administrative staff.

3. TERM

The term of this Agreement shall begin **January 1, 2014** by both parties and remain in full force and effect until **December 31, 2016**, unless sooner terminated as provided herein.

4. TERMINATION

- A. Breach of Contract. If, in the opinion of either party, the other party fails to adequately perform the services required under this Agreement, or otherwise fails to comply with the terms of this Agreement, or violates any ordinance, regulation, or other law which applies to its performance herein, the non-breaching party may terminate this Agreement immediately, upon notice.
- B. Without Cause. Either party may terminate this Agreement without cause upon 30 days advance written notice.

5. COMPENSATION

For all Laboratory Director services provided under this Agreement HUMBOLDT shall pay SONOMA the sum of \$24,776 per year which shall be billed to HUMBOLDT on a quarterly basis as set forth in Paragraph 6 below. The compensation set forth in this Paragraph 5 includes travel expenses associated with 4 trips per year by the Laboratory Director to HUMBOLDT except lodging expenses shall be the sole responsibility of HUMBOLDT. In the event during a calendar year the number of trips to Humboldt County by Sonoma County Laboratory Director

exceeds four trips, HUMBOLDT agrees to reimburse SONOMA the reasonable expenses associated with the trip(s) as itemized in an invoice submitted to HUMBOLDT by SONOMA as required under Paragraph 6 below. If local, state, or federal funding or state allowance rates are reduced or deleted, the maximum reimbursement shall be reduced accordingly.

6. PAYMENT

SONOMA shall provide an invoice to HUMBOLDT on a quarterly basis. Invoices shall be in a format approved by HUMBOLDT and the HUMBOLDT Auditor Controller. SONOMA shall submit a final invoice for payment no more than thirty (30) days following the expiration or termination date of this Agreement. Payment for work performed shall be made within thirty (30) days after the receipt of approved invoices.

7. NOTICES

Any and all notices required to be given pursuant to the terms of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

HUMBOLDT: County of Humboldt
DHHS - Public Health
529 I Street
Eureka, CA 95501

SONOMA: County of Sonoma
Public Health Laboratory
Department of Health Services
3313 Chanate Road
Santa Rosa, CA 95404

8. RECORD RETENTION AND INSPECTION

- A. Maintenance and Preservation of Records. SONOMA agrees to timely prepare accurate and complete performance records, and to maintain and preserve said records for at least 5 years from the expiration of this Agreement, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising there from.
- B. Inspection of Records. All records referenced by this section shall be made available during normal business hours to inspection, audit, and reproduction by any duly authorized agents of the State of California or HUMBOLDT. SONOMA agrees to allow interviews of any of its employees who might reasonably have information related to such records.
- C. Provision of Records. HUMBOLDT agrees to provide, as permitted by law, reasonable access to all information that is necessary to the performance of SONOMA's duties under this Agreement.

9. MONITORING

SONOMA agrees that HUMBOLDT has the right to monitor Laboratory Director's activities related to this Agreement, including the right to review and monitor records, programs, or procedures related hereto at any time in order to ensure compliance with the terms and conditions of this Agreement.

10. CONFIDENTIALITY

SONOMA agrees to maintain and protect, and shall require Laboratory Director to maintain and protect, the confidentiality of all personally identifiable information transmitted pursuant to the terms and conditions of this Agreement in accordance with all applicable state and federal laws and regulations. This Section 10 shall survive termination of this Agreement.

11. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE

SONOMA certifies by its signature below that it is not a Nuclear Weapons Contractor, in that SONOMA is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. SONOMA agrees to notify HUMBOLDT immediately if it becomes a Nuclear Weapons Contractor as defined above. HUMBOLDT may immediately terminate this Agreement if it determines that the foregoing certification is false or if SONOMA becomes a Nuclear Weapons Contractor.

12. NON-DISCRIMINATION COMPLIANCE

- A. Professional Services and Employment. In connection with the execution of this Agreement, SONOMA shall not discriminate in the provision of professional services or against any employee or applicant for employment because of race, religion or religious creed, color, age (over 40 years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality, and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), military service, or any other classifications protected by local, State, and/or Federal laws and regulations. Nothing in this provision shall be construed to require employment of unqualified persons.
- B. Compliance with Anti-Discrimination Laws. SONOMA further assures that it will abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, Welfare and Institutions Code Section 10000, CDSS MPP Division 21, United States Executive Order 11246, as amended, and any other applicable local, State, and/or Federal laws and regulations. Practices in hiring, compensation, benefits, and firing are among the employment practices subject to this requirement.

13. HOLD HARMLESS/INDEMNIFICATION:

- A. Mutual Indemnity. Each Party shall indemnify, defend and hold harmless the other Parties hereto and their officers, officials, employees, agents and volunteers from any

and all claims, demands, losses, damages, and liabilities of any kind or nature, including, without limitation, attorneys' fees and other litigation costs, arising out of or in connection with the performance of its duties and obligations hereunder, except such loss or damage which was caused by the sole negligence or willful misconduct of another Party.

- B. Comparative Liability. Notwithstanding Paragraph A above, in the event that more than one Party is held to be negligently or willfully responsible, each responsible Party will bear its proportionate share of liability as determined in any such proceeding. Each Party will bear their own costs and attorneys' fees.

14. RELATIONSHIP OF PARTIES

It is understood that this is an Agreement by and between two independent contractors and is not intended to, and shall not be construed to, create the relationship of agent, servant, partnership, joint venture, or any other similar association.

15. COMPLIANCE WITH LAWS

SONOMA agrees to comply, and shall require Laboratory Director to comply, with all applicable local, State, and Federal laws and regulations. SONOMA further agrees to comply, and shall require Laboratory Director to comply, with all applicable local, State, and Federal licensure and certification requirements at all times during the term of this Agreement.

16. SEVERABILITY

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

17. NO WAIVER OF DEFAULT

The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

18. AMENDMENT

No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

18. TITLE TO INFORMATION AND DOCUMENTS

It is understood that any and all documents, information, and reports concerning the services provided by Laboratory Director prepared by and/or submitted by SONOMA shall become the property of HUMBOLDT. However, SONOMA may retain copies of such information for its records. In the event of termination of this Agreement, for any reason whatsoever, SONOMA shall promptly turn over all information, writings, and documents to HUMBOLDT without exception or reservation.

20. DISPUTE RESOLUTION

If any conflicts or disputes arise between the parties hereto, involved staff shall meet in a timely manner to resolve the conflict or dispute. It is acknowledged by both parties that the purpose of such meeting is to come to a resolution that is in the best interest of both parties and any client or patient involved.

21. JURISDICTION AND VENUE

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder or relating to this Agreement shall be litigated in the State of California, and venue shall lie in the County of Humboldt unless transferred by court order pursuant to Code of Civil Procedure Sections 394 and 395.

22. INTERPRETATION

This Agreement shall be deemed to have been prepared equally by both of the parties hereto, and this Agreement as well as its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

23. INDEPENDENT CONSTRUCTION

The titles of the sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

24. FORCE MAJEURE

Neither SONOMA nor HUMBOLDT shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include, but shall not be limited to, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing.

25. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties hereto and no other Agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in its entirety any and all prior Agreements of the parties.

26. AUTHORITY TO EXECUTE

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

§ The remainder of this page has intentionally been left blank. §

IN WITNESS WHEREOF, the parties execute this Agreement as of the above-written date.

COUNTY OF HUMBOLDT:

By: _____
Susan Buckley
Director, Public Health
Date _____

APPROVED AS TO LEGAL FORM:

By: _____
Deputy County Counsel
Date _____

INDEMINITY REQUIREMENTS REVIEWED AND APPROVED:

By: _____
Risk Analyst
Date _____

COUNTY OF SONOMA:

By: _____
Rita Scardaci, MPH
Director, Department of Health Services
Date _____

APPROVED AS TO SUBSTANCE:

By: _____
Division Director or Designee
Date _____

APPROVED AS TO FORM:

By: _____
Deputy County Counsel
Date _____



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: Board of Supervisors of Sonoma County

Board Agenda Date: December 10, 2013

Vote Requirement: Majority

Department or Agency Name(s):

Staff Name and Phone Number:

Rita Scardaci, 565-7876

Supervisorial District(s):

Countywide

Title: Spay/Neuter Program Update

Recommended Actions:

Authorize the Director of Health Services to execute a grant agreement with Community Foundation Sonoma County to receive revenue to fund operation of the mobile spay/neuter program for the term January 1, 2014 through June 30, 2015 in the amount of \$135,000.

Authorize the Director of Health Services to execute the second amendment to an agreement with Lea Bové to provide veterinary services associated with the mobile spay/neuter program, increasing the contract by \$81,520, resulting in a new total not to exceed amount of \$133,520, and extending the term from December 31, 2013 to June 30, 2015.

Executive Summary:

This item requests the following: 1) approval of a grant agreement with Community Foundation Sonoma County to receive revenue to fund operation of the mobile spay/neuter program for the term January 1, 2014 through June 30, 2015 in the amount of \$135,000; and 2) approval of the second amendment to an agreement with Lea Bové to provide veterinary services associated with the mobile spay/neuter program, increasing the contract by \$81,520, resulting in a new total not to exceed amount of \$133,520, and extending the term from December 31, 2013 to June 30, 2015.

Sonoma County Animal Care and Control (ACC) provides field services, licensing, rabies control, sheltering, and medical care and treatment services to unincorporated areas and several cities within Sonoma County. ACC also places homeless animals into appropriate homes and works to reduce pet overpopulation through spay and neuter services. ACC operates a public shelter that takes in nearly 5,000 animals annually, primarily dogs and cats.

Targeted Spay/Neuter Pilot Program

As authorized by the Board on September 11, 2012, ACC partnered with Community Foundation Sonoma County to implement a targeted spay/neuter pilot program to improve access to and utilization of spay/neuter services. Launched on January 9, 2013, the "Love Me Fix Me" program is characterized by a more proactive and targeted approach to services. By improving access to low-cost, high-quality

spay/neuter surgeries in underserved populations and targeted geographic areas, the County aims to decrease pet overpopulation in Sonoma County. The targeting of specific geographic areas is facilitated with the County's Mobile Animal Center (MAC), a fully-equipped animal surgery and adoption center vehicle that was donated to ACC in 2003 for use in community outreach programs. Approximately 80 percent of Love Me Fix Me surgeries have been provided for animals residing in areas with the highest litter surrender rates and remote areas where access to services is difficult.

Program Success

As authorized by the Board on August 13, 2013, ACC expanded the Love Me Fix Me program by partnering with Sonoma Humane Society (SHS) to fill an identified need for spay/neuter services for dogs larger than can be accommodated within the limited confines of the MAC surgery area and for more complicated and higher risk surgeries. The agreement between ACC and SHS expanded the Love Me Fix Me program to increase the opportunity for County residents to receive low-cost spay/neuter services while also supporting the objective of building collaborative animal services partnerships within the County.

ACC recognizes that spay/neuter is an effective upstream prevention strategy to reduce pet overpopulation and downstream system costs. The successful one-year pilot period has shown that the need is great and the demand is strong for affordable spay/neuter surgeries. Clinic appointments are quickly filled, and there is a waiting list for upcoming clinic appointments.

After the first ten months of the program, Love Me Fix Me is well on its way to exceed the goal of 2,400 surgeries in 2013, with 2,025 low-cost spay/neuter surgeries already provided for 1,651 dogs and 374 cats. The goal for the next 18-month period, January 1, 2014 through June 30, 2015, is to provide low-cost spay/neuter surgery for 3,600 Sonoma County animals. The projected Love Me Fix Me schedule includes three clinics each week (except holidays) and will provide 15-16 surgeries at each clinic.

Continued Program Funding and Staffing

Community Foundation Sonoma County has agreed to provide continued grant funding in the amount of \$135,000 to support the Love Me Fix Me program (\$45,000 in FY 13-14 and \$90,000 in FY 14-15). This funding will allow the program to continue through June 2015. In addition to the Community Foundation grant and ACC funds, private donations and mobile clinic fees paid by pet owners will be used to fund Love Me Fix Me.

Dr. Lea Bové has provided contracted veterinarian services for the Love Me Fix Me program since January 2013. The Department desires to extend the contract with Dr. Bové as contemplated in the competitive selection process conducted in October 2012. If approved, the contract will increase by \$81,520, for a new total not to exceed amount of \$133,520, and the term will extend from December 31, 2013 to June 30, 2015.

Prior Board Actions:

9/11/12 - Approved grant agreement with Community Foundation Sonoma County to implement a mobile spay/neuter pilot program (Love Me Fix Me). 11/20/12 - Approved veterinary services agreement to implement the Love Me Fix Me program. 5/7/13 - Approved veterinary services agreement amendment for the Love Me Fix Me program. 8/13/13 - Authorized Memorandum of Understanding with the Sonoma Humane Society to expand the Love Me Fix Me program.

| | | | |
|--|---|------------------------------|-------------------------------------|
| Strategic Plan Alignment Goal 1: Safe, Healthy, and Caring Community | | | |
| The Department continues to make progress toward its goal of increasing access to low cost spay/neuter services in Sonoma County, one of the 15 best practices identified in the prior report to the Board; <i>Sonoma County Animal Care and Control Services – Governance Model Review and Best Practices</i> . | | | |
| Fiscal Summary - FY 13-14 | | | |
| Expenditures | | Funding Source(s) | |
| Budgeted Amount | \$ 0 | County General Fund | \$ 0 |
| Add Appropriations Req'd. | \$ 27,170 | State/Federal | \$ 0 |
| | \$ | Fees/Other | \$ 0 |
| | \$ | Use of Fund Balance | \$ 0 |
| | \$ | Contingencies | \$ 0 |
| | \$ | Comm. Foundation Grant | \$ 27,170 |
| Total Expenditure | \$ 27,170 | Total Sources | \$ 27,170 |
| Narrative Explanation of Fiscal Impacts (If Required): | | | |
| Expenditures of \$27,170 in FY 13-14 are for the veterinarian services agreement. Funding source for this agreement is the Community Foundation Sonoma County grant. | | | |
| Staffing Impacts | | | |
| Position Title (Payroll Classification) | Monthly Salary Range (A – I Step) | Additions (Number) | Deletions (Number) |
| | | | |
| Narrative Explanation of Staffing Impacts (If Required): | | | |
| N/A | | | |
| Attachments: | | | |
| Community Foundation Sonoma County grant, contract amendment with Dr. Lea Bové. | | | |
| Related Items “On File” with the Clerk of the Board: | | | |
| None | | | |

RECEIVED

NOV 16 2013

**Animal Care and Control
Accounting**

November 15, 2013

Ms. Sandra Lupien
County of Sonoma Animal Care and Control
1247 Century Ct.
Santa Rosa, CA 95403

Dear Ms. Lupien:

I am pleased to inform you that Community Foundation Sonoma County has awarded the Sonoma County Animal Care and Control a grant in the amount of \$135,000 to reduce the population of reproducing cats and dogs by broadening access to affordable spay and neuter services in Sonoma County.

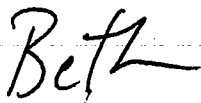
Attached is the Community Foundation grant contract. Please sign a copy and return it to the Community Foundation by November 22, 2013. You may email the signed contract packet to Director of Philanthropic Services, Miguel Ruelas at mruelas@sonomacf.org or fax it to 707-579-4801. Please retain a copy of the letter and signed contract for your files. Payment of your grant will be made following the payment schedule on page 1 of your contract.

Your Grant Contract contains important conditions related to progress report due dates. Please be sure that others in your organization involved with this grant are aware of those conditions.

Please also note the grant number on your Grant Contract. We can better serve you when you refer to that number on progress reports and inquiries related to your grant.

We appreciate the opportunity to partner with you as we strive together to benefit the lives of those in Sonoma County and beyond. If you have any questions concerning this grant, please contact Robert Judd, Vice President of Programs at 707-303-9615 or rjudd@sonomacf.org

Sincerely,



Elizabeth Brown
President & CEO

GRANT CONTRACT

This grant to your organization from Community Foundation Sonoma County is for the specific purpose(s) described in this Contract. In accepting your grant, you agree to abide by the conditions stated below. Please be sure that you understand these conditions before signing this Contract.

To receive your grant, please sign the original contract and return it to the Community Foundation.

Grantee: Sonoma County Animal Care and Control

Grant Number: 20130658

Amount of Grant: \$135,000.00

Grant Purpose: To reduce the population of reproducing cats and dogs by broadening access to affordable spay and neuter services in Sonoma County.

Grant Period Begins: ~~November 15, 2013~~ *January 1, 2014*

Grant Period Ends: ~~January 6, 2015~~ *June 30, 2015*

Changes approved by
Community Foundation via
email communication
November 19, 2013.

| Item Due | Due Date | Payment Date | Payment Amount |
|-----------------------------------|------------------------------|-----------------|----------------|
| Contract <i>Jan 1, 2014</i> | November 15, 2013 | January 7, 2014 | \$45,000 |
| Status Report | April 1, 2014 | - | 0 |
| Status Report | July 1, 2014 | July 1, 2014 | \$45,000 |
| Status Report | October 1, 2014 | - | 0 |
| Status Report | January 1, 2015 | January 6, 2015 | \$45,000 |
| Final Report <i>July 31, 2015</i> | April 1, 2015 | - | 0 |

Special Conditions of the Grant: None

I. Change in Management

Grantee shall notify the Community Foundation immediately when there is a change in management or senior program staff involved in managing this grant.

II. Expenditure of Funds

A. Grantee shall notify the Community Foundation immediately if they want to change the use of grant funds from what was originally proposed and approved in their grant application. The Community Foundation's *prior written approval is required* for any modification of your project.

B. The grantee shall return any unexpended funds to the Community Foundation:

- 1) at the end of the grant period, or
- 2) if the grantee loses exempt "public charity" status under Section 501(c)(3) of the Internal Revenue Code.

- C. No funds provided by the Community Foundation may be used for any political campaign, or to support attempts to influence legislation by any governmental body, other than through making available the results of nonpartisan analysis, study and research.
- D. Unless specifically authorized by the Community Foundation, expenses charged against this grant may not be incurred prior to the effective date of the grant or subsequent to the termination date, and may be incurred only as necessary to carry out the purposes and activities of the approved program.
- E. The grantee organization is responsible for maintaining adequate supporting records consistent with generally accepted accounting practices.

III. Reports to the Community Foundation

- A. Grantee organizations are expected to report to the Community Foundation on the progress of their program or project as stated on page one of this Contract or within 30 days after expending the grant funds.
- B. Grantees with multiple-payment grants will receive an initial payment at the beginning of the grant period. Receipt of subsequent payments is conditional upon submission of satisfactory progress reports. Failure to submit progress reports may result in a default, causing a reduction to your grant or requiring repayment of grant funds received.
- C. The timeliness and quality of both the narrative and financial sections of progress reports will be factors in evaluating the grantee for future funding.

IV. Announcing Grants

Grants approved by Community Foundation Sonoma County's board of directors are reported to the community through the Community Foundation's annual report, web site and periodic listing of grants. The Community Foundation may also issue press releases describing individual projects or programs.

We strongly encourage you to make public announcements on your own, especially when such notices might stimulate additional support or help to inform the community about important new projects. For access to the Community Foundation logo and guidelines for public announcements, please contact our Director of Philanthropic Services, Miguel Ruelas at mruelas@sonomacf.org

Please include a copy of your publicity with your grant report.

V. Non-discrimination

The Community Foundation has adopted the following policy on non-discrimination in its competitive grant programs. By signing below, the grantee certifies that its policies and practices are in accordance with all aspects of the Community Foundation's policy.

The Board of Directors of Community Foundation Sonoma County affirms its respect for the humanity of all persons residing in this community and pledges that the principles of basic fairness, equity and inclusiveness shall inform decision making with regard to the awarding of competitive grants.

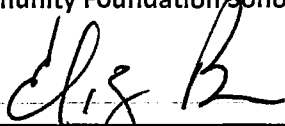
The Community Foundation defines "discrimination" as the making of a distinction against a person based on the group, class or category to which that person belongs rather than on individual merit or need. In considering competitive grants, the Community Foundation will not support any organization that discriminates on the basis of race, color, national origin, ancestry, citizenship, religion, age, gender, sexual orientation, disability or any other characteristic protected by law.

The Community Foundation recognizes that charitable organizations may legitimately make some restrictions, such as for gender or age, in order to more effectively provide services.

VI. Limit of Commitment

Unless otherwise stipulated in writing, this grant is made with the understanding that the Community Foundation has no obligation to provide other or additional support to the grantee. Grantees may apply for support in succeeding years. However, each year of funding requires a complete new application, including a letter of intent where that is a part of the application process.

Community Foundation Sonoma County:



Elizabeth Brown, President & CEO

Date

11/13/13

Grantee accepts the conditions stated in this Agreement:

Signature of Authorized Representative

Print name and title

Date

MODIFICATION NUMBER TWO OF AGREEMENT FOR SERVICES
BETWEEN COUNTY OF SONOMA AND
LEA BOVÉ, DVM

On January 11, 2013, the County of Sonoma, a political subdivision of the State of California, hereinafter referred to as "County," and Lea Bové, DVM, an individual, hereinafter referred to as "Contractor," entered into a service agreement, hereinafter referred to as "Agreement."

Pursuant to Provision 13.7 of the Agreement, the parties hereby evidence their intent and desire to modify the Agreement as follows:

1. Exhibit B1 is hereby replaced in its entirety by Exhibit B2, attached hereto and incorporated herein by reference.
2. Exhibit C1 is hereby replaced in its entirety by Exhibit C2, attached hereto and incorporated herein by reference.
3. Provision 2, Payment, is hereby revised to read as follows:

2. Payment.

For all services and incidental costs required hereunder, Contractor shall be paid on a time and material/expense basis in accordance with the budget set forth in Exhibit B2, provided, however, that total payments to Contractor shall not exceed One Hundred Thirty-Three Thousand Five Hundred Twenty Dollars (\$133,520), without the prior written approval of County. Contractor shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of the County Department receiving the services. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

Unless otherwise noted in this agreement, payments shall be made within the normal course of county business after presentation of an invoice in a form approved by the County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County.

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Contractor for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Contractor does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Contractor does not qualify, County requires that a completed and signed Form 587 be provided by the Contractor in order for payments to be made. If Contractor is qualified,

then the County requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the contractor agrees to promptly notify the County of any changes in the facts. Forms should be sent to the County pursuant to Article 12. To reduce the amount withheld, Contractor has the option to provide County with either a full or partial waiver from the State of California.

2.1 Overpayment. If County overpays Contractor for any reason, Contractor agrees to return the amount of such overpayment to County or at County's option, permit County to offset the amount of such overpayment against future payments owed to Contractor under this Agreement or any other agreement.

4. Provision 3, Term of Agreement, is hereby revised to read as follows:

3. Term of Agreement. The term of this Agreement shall be from January 11, 2013 to June 30, 2015 unless terminated earlier in accordance with the provisions of Article 4 below.

Except as expressly amended herein, all terms and conditions of Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives this _____ day of _____, 2013.

CONTRACTOR:

By: _____ Date: _____
Lea Bové, DVM

COUNTY OF SONOMA:

By: _____ Date: _____
Rita Scardaci, MPH, Director
Department of Health Services

Certificates of Insurance on File with and Approved as to Substance:

By: _____ Date: _____
Division Director or Designee

Exhibit B2
Budget

| |
|---|
| Activities |
| <ol style="list-style-type: none"> 1. Provide high-volume spay/neuter services using the County's Mobile Adoption Center (MAC) van, two clinics per week for approximately 7 hours per clinic performing surgery on approximately 16 animals per clinic. Scheduled clinic work days will be Thursday and Saturday unless changed by mutual agreement of Contractor and County. 2. Oversee all aspects of veterinary care including physical examination, surgery, pre- and post-operative care, anesthetic administration and monitoring, vaccinations, emergency care, restraint and treatment. 3. Perform pre-surgery physical examinations on all surgical candidates. 4. Maintain complete surgical, complication, mortality, and controlled drug logs and individual patient medical records. 5. Assist with monitoring use of medical supplies and supply requisition. 6. Attend related meetings and trainings. 7. Direct the Registered Veterinary Technician and unlicensed veterinary technician in the operation of the clinics. 8. Assist in the setup of the surgery suite and other duties as approved by ACC Director. 9. No reimbursable materials/expenses are approved under this agreement. |
| Payment |
| <p>Payment Rate from Effective Date through 12/31/13: \$70.00 per hour</p> <p>Payment Rate from 1/1/14 through 6/30/15: \$75.00 per hour</p> |



Exhibit C2 Waiver of Insurance Requirements

This Exhibit modifies the insurance requirements as specified in Exhibit C

| | | | | | |
|--|--------------------------------|--------------------|------------------------|------------|-----------------|
| Department | <u>Health Services</u> | Department Contact | <u>Allen Nishikawa</u> | Phone | <u>565-4624</u> |
| Contractor, Consultant, Vendor, Licensee, Tenant <u>Lea Bove', DVM</u> | | | | | |
| Contact Person | <u>Lea Bove'</u> | Phone | <u>707.479.3544</u> | | |
| Contract Term | <u>01/11/2013 - 06/30/2015</u> | Contract Cost | <u>\$133,520</u> | Template # | <u>6</u> |

- ◆ If only Section I waivers are required, submit to your Department Head or designee for signature. Do not submit to Risk.
- ◆ If only Section II waivers, or a combination of Section I and II waivers, are required, submit to Risk.

Section I - Department Waivers

Requirement to be Waived and Reason

- Workers Compensation: Waive Subrogation Waiver.
- General Liability: Waive General Aggregate per location or per project; General Aggregate is at least double the Occurrence Limit.
- General Liability: Waive requirement for Subrogation Waiver because insurer will not provide the coverage.
- General Liability (Suppliers of Products): Waive "Additional Insured – Vendors". County does not distribute the product to the public.
- General Liability (Special Events): Waive Products/Completed Operations Coverage. Licensee will not sell or distribute food or other tangible items at the event.
- General Liability (Instructors/Trainers): Waive General Liability. Training is conducted at County/Entity facility and does not involve the use of hazardous equipment or participation in physical activity.
- General Liability (Therapists, Counselors, Social workers and Psychologists): Waive General Liability. All services are provided in the consultant's office or on County premises and acceptable evidence of professional liability insurance has been provided.
- Auto Liability: Waive coverage and/or limits; Consultant or Contractor does no driving on behalf of the County or the driving is limited to attendance at meetings at County/Entity facilities.
- Auto Liability (Suppliers of Products): Waive coverage because vendor's goods are delivered by common carrier or contract carrier.
- Property Insurance (Long Term Tenants): Waive Property Insurance requirement. Tenant has not made improvements to the property or the current construction cost of the improvements is less than \$25,000.
- Mold Liability: Landlord cannot obtain the insurance.

Approved by Department Head, Department Designee or Risk Management

Date



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: Board of Supervisors of Sonoma County

Board Agenda Date: December 10, 2013

Vote Requirement: Majority

Department or Agency Name(s): Human Resources

Staff Name and Phone Number:

Carol Allen, 565-2549

Supervisorial District(s):

ALL

Title: Memorandum of Understanding between the County of Sonoma and the Sonoma County Deputy Sheriffs' Association (DSA)

Recommended Actions:

Adopt resolution approving the Memorandum of Understanding (MOU) between the County of Sonoma and the Sonoma County Deputy Sheriffs' Association (DSA) for the period of December 10, 2013 through December 9, 2015.

Executive Summary:

Representatives of the County of Sonoma and of the Sonoma County Deputy Sheriffs' Association (DSA) met and conferred and have reached a tentative agreement (Attachment A) regarding the terms and conditions of employment for a successor Memorandum of Understanding (MOU), to become effective upon Board approval. At the time of posting, DSA members are voting on the tentative agreement. If the tentative agreement is ratified by Association members, this agenda item will move forward to your Board for approval. The goals of reducing pension costs and reducing total salary and benefits costs by 3% before assisting families with healthcare costs have all been achieved in this agreement.

Following is a brief summary of the major changes of the recommended successor MOU:

New Pension Tiers and Increased Employee Pension Contributions

- Members hired on or after January 1, 2013 who do not qualify for reciprocity: General retirement plan with 2.0% @ 50 pension formula, Final Compensation based on 3 year average.
- Employee pension contributions: All new employees shall pay 3.0% of the employee's pensionable compensation toward the employer's contribution to retirement costs. These contributions will be used to pay unfunded pension liability.
- Employer Paid Member Contribution (EPMC): Effective the pay period beginning December 10, 2013, the County will stop paying any part of the employee's share of normal retirement costs (currently 2.6%)

3% On-Going Total Compensation Reduction/Reduce Pensionable Pay

- Floating holiday hours (8 hours) converted to vacation accrual.
- Vacation: Reduce pensionable pay by eliminating the ability for employees to receive pay for up to 80 hours of vacation annually.
- Sick Leave: Reduced pensionable pay by eliminating the ability for employees to receive pay for up to 24 hours of unused sick leave annually and eliminate payment of 25% of accrued sick leave at separation (with specified exceptions).

Health and Welfare Benefits

- Eligible employees will receive a County contribution into a Health Reimbursement Arrangement (HRA) based on County medical plan enrollment.
 - Effective December 10, 2013: EE+1 = \$100/mo; EE+2 = \$300/mo.
 - Effective December 9, 2014: EE+1 = \$124/mo; EE+2 = \$400/mo.
 - Effective September 3, 2015: EE+1 = \$169/mo; EE+2 = \$465/mo.
- One time, lump sum, non-pensionable, non-recurring contributions to employee's HRA or Flexible Spending Account (FSA) as follows (amounts prorated for part-time employees):
 - On January 15, 2014: Full time employees enrolled in a County sponsored medical plan receive a contribution of \$772 plus an additional \$100 into a HRA. Full time employees not enrolled in a County sponsored medical plan receive a contribution of \$500 into a FSA.
 - On August 13, 2014: Full time employees enrolled in a County sponsored medical plan receive a contribution of \$1247 into HRA.
 - On August 12, 2015: Full time employees enrolled in a County sponsored medical plan receive a contribution of \$891 plus an additional \$100 into a HRA. Full time employees not enrolled in a County sponsored medical plan receive a contribution of \$500 into a FSA.

Additional Provisions

- Term: December 10, 2013 through December 9, 2015.
- Salaries –Increase salary scales by 1.0% COLA effective April 14, 2014 and increase salary scales by 2.0% COLA effective December 8, 2015.
- Association Rights: Increase arbitration award cap to \$100,000; revise association leave time provisions to increase number of vacation hours members may donate toward the Association leave pool (from 8 to 22 hours), and set maximum accrual cap at 1000 hours.
- Added provision for carryover of donated physical fitness funds.
- Late Cancellation Pay, effective April 15, 2014, employees who have been served with a valid subpoena requiring them to appear in court on a regularly scheduled day off, but who are not required to appear shall receive 2 hours of overtime pay if they receive notice of cancellation fewer than 7 calendar days in advance.
- Increase County contribution toward PORAC Long Term Disability plan by \$3 per employee per pay period
- Recognize cost savings achieved through implementation of new shift schedule agreed to by DSA and the County during closed contract period.
- Rewriting of language for clarity and ease of administration.

Prior Board Actions:

07-13-2010: Approved DSA MOU for period of July 13, 2010 – August 9, 2013

| | | | |
|---|---|------------------------------|------------------------------|
| Strategic Plan Alignment Goal 3: Invest in the Future | | | |
| The successor MOU reflects the joint efforts of the County and DSA to minimize costs and impacts to the County's adopted budget and future pension costs. | | | |
| Fiscal Summary - FY 13-14 | | | |
| Expenditures | | Funding Source(s) | |
| Budgeted Amount | \$ | | \$ |
| Add Appropriations Req'd. | \$ | State/Federal | \$ |
| | \$ | Fees/Other | \$ |
| | \$ | Use of Fund Balance | \$ |
| | \$ | Contingencies | \$ |
| | \$ | | \$ |
| Total Expenditure | \$ | Total Sources | \$ |
| Narrative Explanation of Fiscal Impacts (If Required): | | | |
| <p>This agreement produces an average of \$1.8 million in on-going savings for each full fiscal year (\$3.6 million over two years), achieving an average net savings of 3.49% of total compensation costs per year. Savings are partially offset by approximately \$1.2 million over the 2 years in on-going HRA contributions, resulting in a total net savings average of 2.25%.</p> <p>Staff reviewed the financial impact of the salary increases included in the agreement consistent with Government Code Section 23026 and have concluded that the increases will have no impact on the funding status of the County employees' retirement system since the system already assumes annual increases greater than those included in the agreement for purposes of setting employer and employee contribution rates. Further, the contribution rates established by the retirement board will be applied to all salaries including those increased under the agreement.</p> | | | |
| Staffing Impacts | | | |
| Position Title (Payroll Classification) | Monthly Salary Range (A – I Step) | Additions (Number) | Deletions (Number) |
| | | | |
| | | | |
| Narrative Explanation of Staffing Impacts (If Required): | | | |
| | | | |
| Attachments: | | | |
| Attachment A_DSA TAs for Successor MOU | | | |
| Related Items "On File" with the Clerk of the Board: | | | |
| | | | |



County of Sonoma
State of California

Date: December 10, 2013

Item Number: _____

Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Approving The Memorandum Of Understanding Between the County of Sonoma And The
Sonoma County Deputy Sheriffs' Association, For The Period Of December 10, 2013 Through
December 9, 2015.**

Whereas, the Sonoma County Deputy Sheriffs' Association (DSA) is a recognized employee organization representing employees in the classifications of Deputy Sheriff Trainee, Deputy Sheriff I/II, and Sheriff Sergeant;

Whereas, the County met and conferred with representatives of DSA to negotiate a successor Memorandum of Understanding (MOU);

Whereas, the County and DSA negotiators have reached a tentative agreement on the terms of the new MOU;

Whereas, the DSA membership ratified the terms of the tentative agreement to be recommended to the Board of Supervisors for approval;

Whereas, the terms and conditions of the tentative agreements are within the prescribed authority of this Board;

Whereas, the County has satisfied its obligation under Government Code Section 3505 and the County Employee Relations Policy to meet and confer over the terms and conditions of employment contained in the recommended successor MOU;

Now, Therefore, Be It Resolved that this Board hereby approves the successor Memorandum of Understanding (MOU) setting the terms and conditions between the County and the DSA, which is attached (Attachment A) and incorporated by reference herein.

Be It Further Resolved that the terms and conditions of the MOU shall be in full force and effect from December 10, 2013 Through December 9, 2015, except as specified otherwise in the MOU.

Resolution #

Date:

Page 2

Be It Finally Resolved that the County Administrator and the Director of Human Resources have the authority to take any necessary administrative actions to implement the provisions of this resolution.

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

COUNTY OF SONOMA
DEPUTY SHERIFFS' ASSOCIATION (DSA)
Bargaining Units: 0046, 0047

TENTATIVE AGREEMENT

November 25, 2013

The County Of Sonoma ("County") and the Deputy Sheriffs' Association ("DSA") have negotiated and reached a Tentative Agreement on this provision of the Memorandum of Understanding ("MOU"). No tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the entire comprehensive agreement is subject to ratification by the DSA bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents.

OVERALL TENTATIVE AGREEMENT

As required the Meyers-Miliias-Brown Act, the County and DSA have met and conferred and reached this Tentative Agreement for a 2013-2015 Memorandum of Understanding.

The parties agree to revise the MOU as specified on the attached tentative agreements:

- Article 1 (Term),
- Article 3 (Definitions),
- Article 5 (Association Rights),
- Article 7 (Salaries and Administration of the Salary schedule),
- Article 10 (Uniforms),
- Article 12 (Deferred Compensation and Retirement),
- Article 13 (Direct Deposit),
- Article 14 (Hours and Overtime),
- Article 15 (Standby & Callback)
- Article 18 (Health & Welfare Benefits for Active Employees),
- Article 19 (Medical Benefits for Future Retirees),
- Article 20 (Holidays),
- Article 21 (Vacation),
- Article 22 (Sick Leave and Family Leave),
- Article 29 (Staff Development),
- Article 30 (Grievance Procedure),
- Article 34 (Full Understanding, Modification, Acknowledgment),
- Appendix A (Salary Table),

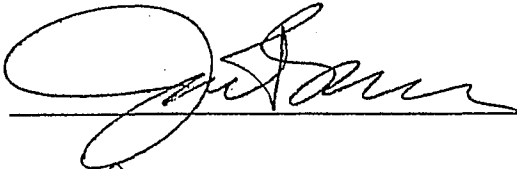
- Appendix B (Grievance Procedure & Dept. Grievance Form),
- Appendix D (Mandatory Time Off),
- Appendix E (Staff Development Freeze),
- Appendix F (Voluntary Time Off).

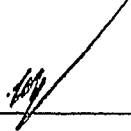
Unless otherwise specified, the changes made by the Tentative Agreements described above shall become effective upon approval by the Board of Supervisors.

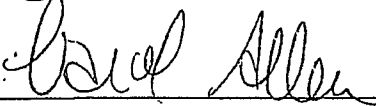
This Tentative Agreement sets forth the entire agreement in settlement of the meet and confer regarding the 2013-2015 Memorandum of Understanding. Any proposals not included in this Tentative Agreement that were made by the parties are dropped. All members of the County and DSA bargaining teams agree to recommend approval of this Tentative Agreement.

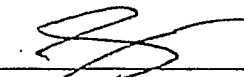
COUNTY OF SONOMA,
TEAM MEMBERS:

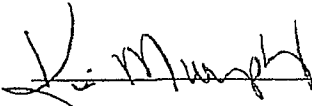
SONOMA COUNTY DEPUTY
SHERIFFS' ASSOCIATION,
TEAM MEMBERS:



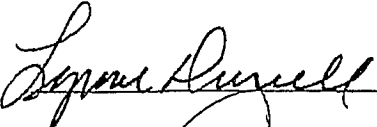


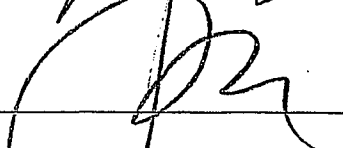

















Date: 11/25/13

Date: 11/25/13

COUNTY OF SONOMA

Sonoma County Deputy Sheriffs' Association (DSA)
Bargaining Units: 0046, 0047

TENTATIVE AGREEMENT

November 13, 2013

The County Of Sonoma ("County") and the Deputy Sheriff's Association ("DSA") have negotiated and reached a Tentative Agreement on this provision of the Memorandum of Understanding ("MOU"). No tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the entire comprehensive agreement is subject to ratification by the DSA bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents.

ARTICLE 1 - TERM

Revise Article 1 as follows:

1.1 Effective Dates

The following items shall constitute the wages, hours and other terms and conditions for employees in classifications as listed in Article 2 of this Memorandum of Understanding. The parties agree that all changes contained herein will become effective ~~upon Board adoption on~~ on December 10, 2013. ~~July 13, 2010 (based on date of approval of successor MOU)~~, unless otherwise specified. This Memorandum shall expire and otherwise fully terminate at 11:59 P.M. on ~~August 9, 2013~~ December 9, 2015.

1.2 Notice for Successor Memorandum

In the event either party ~~the Association~~ desires to negotiate a successor Memorandum of Understanding, ~~the Association~~ that party shall serve on the ~~County~~ the other party by ~~February 8~~ May 29, 2013 2015, its written request to commence negotiations.

FOR THE COUNTY:

FOR DSA:

(see attached)

[Signature]

~~John~~
John

Carol Allen

Kim Murphy

Lynne Russell

Date: 11/25/13

[Handwritten signature]

[Handwritten signature]

Date: 11/25/13

COUNTY OF SONOMA

Sonoma County Deputy Sheriffs' Association (DSA)
Bargaining Units: 0046, 0047

TENTATIVE AGREEMENT

NOVEMBER 25, 2013

ARTICLE 3 – DEFINITIONS

The County Of Sonoma ("County") and the Deputy Sheriff's Association ("DSA") have negotiated and reached a Tentative Agreement on this provision of the Memorandum of Understanding ("MOU"). No tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the entire comprehensive agreement is subject to ratification by the DSA bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents.

Revise Article 3 as follows:

3.1 Non-Application

None of the following definitions are intended to apply in the administration of the County Employees' Retirement Law of 1937 or to the County's Civil Service Ordinance nor the Rules of the Civil Service Commission.

3.2 Definitions

APPROVED LEAVE OF ABSENCE: Any paid or unpaid absence from work that has been approved by the employee's department head.

BASE HOURLY RATE: The base hourly rate shall be the hourly rate corresponding to the salary step in the salary ~~range~~-range/scale to which the employee is assigned.

BI-WEEKLY PAY PERIOD: Fourteen (14) consecutive calendar days which begins on a Tuesday and ends with the second Monday thereafter.

BREAK IN SERVICE: A break in employment from the County such as a termination or resignation. A break in service does not occur because an employee is on an unpaid status.

CALENDAR YEAR: January 1 through December 31.

COMPENSATORY TIME: Time off with pay at the applicable hourly rate to which an employee is entitled, as provided for in this Memorandum, instead of cash compensation.

COUNTY: The County of Sonoma, any of its organizational unit or boards and commissions, as administratively determined by the County; may include department head, Board of Supervisors, Chief Administrative Officer or a supervisor.

DEPARTMENT HEAD: Sheriff-Coroner or designee.

DOMESTIC PARTNER: The term "domestic partner" as used in the MOU is based on the definition below:

A "domestic partnership" shall exist between two persons, one of whom is an employee of the County, covered by this Memorandum of Understanding, regardless of their gender and each of them shall be the "domestic partner" of the other if they both complete, sign, and cause to be filed with the County an "Affidavit of Domestic Partnership" attesting to the following:

- a. the two parties reside together and share the common necessities of life;
- b. the two parties are not married to anyone, eighteen years or older, not related by blood closer than would bar marriage in the State of California, and mentally competent to consent to contract and are not acting under fraud or duress;
- c. the two parties declare that they are each other's sole domestic partner and they are responsible for their common welfare;

- d. the two parties agree to notify the County in writing if there is a change of circumstances attested to in the affidavit; and
- e. the two parties affirm, under penalty of perjury, that the assertions in the affidavit are true to the best of their knowledge.

EMERGENCY OPERATIONS: The performance of County functions or services necessary, in the opinion of the County, to protect or preserve the lives, safety, health, or property of the County or the public it serves, but "emergency operations" shall not be construed to mean situations where the County knew in advance of non-emergency situations and could have reasonably planned for any work schedule change necessary to adequately cope with the situation.

EMPLOYEE: Any person legally employed by the County and a member of the bargaining unit represented by the Association.

EMPLOYEE FULL-TIME: An employee who is employed in an allocated position which is regularly scheduled for 80 hours of work in each pay period.

EMPLOYEE PART TIME: An employee who is employed in an allocated position which requires work each pay period, but less than that required of a full-time employee.

EXEMPT EMPLOYEE: An employee who is not covered by the provisions of the Fair Labor Standards Act (FLSA).

EXTRA-HELP EMPLOYEES: As defined in the Civil Service Rules and not represented by this bargaining unit.

FLEX-TIME WORK SCHEDULE: A non-regular work schedule with or without a consistent pattern as to the number of work hours per day or week, but an arrangement whereby the employee is obligated to perform work and be responsible for flexing the hours of his/her own work schedule. Employees assigned to a flex-time work schedule will be eligible for overtime only when the hours worked exceed 80 in a pay period or as otherwise required by law.

HOURS WORKED: All time spent by the employee while the employee is engaged in duties or activities required by the County and pursued necessarily and primarily for the benefit of the County. For the non-exempt employee, hours worked shall also include all hours that the County knows or has reason to know that work is being performed.

NON-EXEMPT EMPLOYEE: An employee designated by the County to be covered by the provisions of the Fair Labor Standards Act.

~~PAY PAID~~ STATUS: Whenever an employee is at work, absent on a paid holiday, absent on leave with pay, or absent on authorized compensatory time off.

PROBATIONARY EMPLOYEE: An employee who is serving a probationary period as provided in the Civil Service Rules.

PROBATIONARY PERIOD: A period which is used for the adjustment and evaluation of a newly appointed or reassigned employee as provided for in the Civil Service Rules.

REGULAR RATE OF PAY: Defined in the Fair Labor Standards Act and used for computing statutory overtime for the non-exempt employee. It is calculated by taking the employee's base hourly rate times the number of hours worked in a given work period plus the total of all standby compensation and any special assignment premiums due to the employee in the work period divided by the number of hours worked in the work period.

REGULAR WORK PERIOD: The determination by the County of the fixed regularly recurring work period used for the determination of statutory overtime. For sworn, non-exempt employees the regular work period is currently 14 consecutive days which coincides with the County's bi-weekly pay period.

REGULAR WORK SCHEDULE: The determination by the County of an employee's specific workdays, workweeks, work periods, and work shifts, established on a regular, ongoing basis.

REGULAR WORK DAY: A 24-hour period containing a specified number of hours of work and normally interrupted by a meal break.

SALARY: Means only wages and premiums, but does not include benefits such as insurance, vehicle use, paid leaves, overtime, shift differential or other economic benefits.

SALARY RANGE or SALARY SCALE: The salary level for any given classification. The salary range/scale shall consist of nine salary steps, each approximately 2-1/2% apart and identified with the letter "A" through "I". Each salary range/scale shall be identified by a number that shall correspond with the cents per hour of the "A" step of that salary range/scale. Similarly, each step of the salary range/scale shall be expressed in cents per hour.


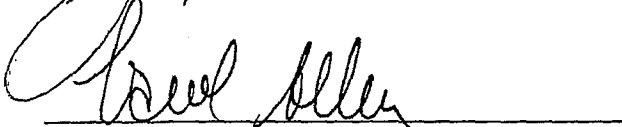
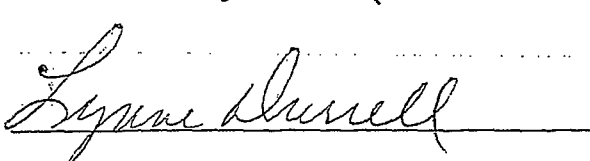
STATUTORY OVERTIME: For the sworn, non-exempt employee, it is all hours worked in excess of 86 in a regular 14 day work period.

WORK SHIFT: The hours which an employee is scheduled to work within a regular workday.

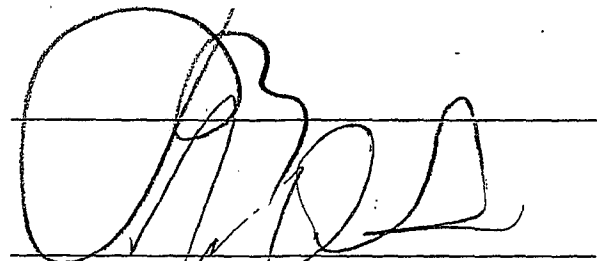
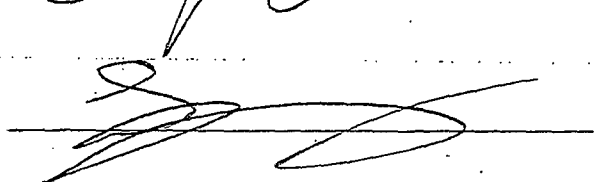
3.3 Fair Labor Standards Act Not Incorporated

The provisions of the Fair Labor Standards Act are not hereby incorporated into this contract by the mention of the statute.

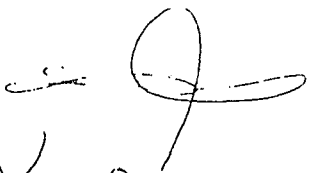
FOR THE COUNTY:


FOR DSA:

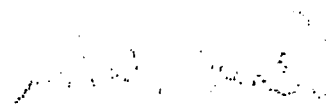
11/25/13



Date: _____



Date: _____



COUNTY OF SONOMA

DEPUTY SHERIFF'S ASSOCIATION (DSA)
Bargaining Units: 0046, 0047

TENTATIVE AGREEMENT

November 13, 2013

The County Of Sonoma ("County") and the Sonoma County Deputy Sheriff's Association ("DSA") have negotiated and reached a Tentative Agreement on this provision of the Memorandum of Understanding ("MOU"). No tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the entire comprehensive agreement is subject to ratification by the DSA bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents.

Revise Article 5 as follows:

ARTICLE 5 - ASSOCIATION RIGHTS

5.1 Bulletin Boards

County will furnish ~~two (2)~~ five (5) reasonable bulletin board spaces measuring no less than 36 x 48 inches. Bulletin boards shall be located in mutually acceptable areas and shall, when reasonably possible, be out of plain view of the public. All materials to be posted on said boards shall be in good taste and strictly impersonal in nature and limited to the legitimate business of the Association. Prior to posting, all material shall be plainly and legibly initialed by an authorized representative of the Association.

5.2 Communications

The County's interdepartmental messenger service may be used for individual business-oriented communication between employees who are represented by the Association and between the paid staff of the Association and such employees, provided that paid staff of the Association shall pick up and deliver all written communications outside the County's normal distribution route. The Association understands that the continuance or discontinuance of the interdepartmental messenger service is a matter within sole discretion of the County.

5.3 Work Access

Authorized non-employee Association representatives will be given access to work locations during working hours to investigate and process grievances or post bulletins on the bulletin board(s) without unreasonable interference with employee work. The Association shall give the department head and the Employee Relations Manager a written list of such authorized Association Representatives. Only those people whose name appears on the current list shall be granted access under this provision.

5.4 Dues Check Off

The County agrees to deduct all Association dues, insurance premiums and assessments from the pay of those employees who have authorized in writing to the County that such deduction be made. The amounts deducted shall be remitted promptly to the Association or its designee, with an alphabetical list of the employees from whom deducted.

5.5 Successor Memorandum Procedures

The County and the Association will strive to arrive at mutually agreeable ground rules to cover any element of the meet and confer process for a successor Memorandum of Understanding.

Reasonable release time shall be granted to Association representatives for purposes of meeting and conferring toward a successor MOU. Release time shall be afforded for a maximum of four (4) representatives in successor MOU negotiations for purposes of time spent in meeting and conferring.

5.6 Non-Discrimination

The County will not interfere with or discriminate in respect to any term or condition of employment against any employee covered by this Memorandum of Understanding because of representation by the Association or legitimate union activity, as provided in this Memorandum on behalf of the members of the two bargaining units covered by this Memorandum.

5.7 Time for Association Activities

The County and the Association agree to the primary principle that the Association activities will normally be carried on outside of employee working hours. It is further recognized that there are reasonable limited deviations from this policy such as posting of Association notices and distribution of information which do not require substantial amounts of time. Where such activities cannot reasonably be performed except during scheduled working hours, and where such activities are performed without disruption of employee

work performance, they are authorized and may be done without loss of pay to the employees involved.

5.8 Paid Leave "Pool"

- a. Use: Upon request, the County will grant Association paid leave to Association representative(s) to attend to Association business related to County of Sonoma representation, when such business would conflict with the work schedule of an employee representative(s). "Association business" shall mean Association Executive Board meetings, conventions, seminars or other Association events, all of which must be related to employer-employee relations and involving matters solely pertaining to the bargaining units covered by this Memorandum of Understanding. When on Association business, bargaining unit members are on off-duty status, during which the County is not responsible for their actions.

Association representatives must contact the Association office to request such paid leave. Additional release hours beyond the annual pool of paid Association leave hours may be granted by the County for Association business on an unpaid leave basis or by the employee representative requesting use of accrued vacation and/or compensatory time off. The County shall not unreasonably deny a request for paid Association business leave or unpaid leave, vacation and/or compensatory time off for Association business unless the County determines the number of Association representatives requesting time off for Association business would create an undue hardship on operational effectiveness, including excessive overtime costs to replace the absent Association representative(s).

All requests for leave under this section shall be made in writing on a form as agreed to by the parties.

- b. Unit Member Contributions: After one year of service, a represented employee may contribute up to ~~eight (8)~~ twenty-two (22) hours per year of either accrual, compensatory time off or vacation. There is no minimum contribution amount. A contributor must have 80 hours vacation balance after contribution. There is no compensatory time off minimum balance.
- c. Association Charges: The County will charge the Association for overtime costs incurred to backfill positions, when paid leave time under this Article is used. The cost shall be deducted by the County from the Association paid leave pool first. If paid leave is exhausted, the Association will be charged for additional time.

d. Limit and Rollover: Up to 1,000 hours total of employee contributions may be authorized per year. ~~Should the paid leave pool become exhausted, up to 100 additional employee hours may be contributed per year.~~

Employee contributions are rolled over to the following year, within the annual limits stated above.

e. County Contribution: In addition, the County will authorize 140 hours per year for the Association's use.

5.9 Representation Assistance

Except as otherwise modified by a specific provision of this Memorandum of Understanding, Association employee and non-employee representatives shall have the right to represent or assist employees covered by this Memorandum of Understanding before the Board of Supervisors, the Civil Service Commission, grievance meetings with County management under the Grievance Procedure of this Memorandum of Understanding or other meetings with County management mutually agreed to in advance.

5.10 Use of County Facilities

Upon request of the Association, the County may provide use of County facilities outside of working hours, provided such space is available and the Association complies with all departmental and Board of Supervisors rules and policies for use of County facilities. The request for use of facilities shall be made in advance to the County and indicate the date, time and purpose of the meeting and facilities needed.

5.11 Data Run - All Employees in Units

At the Association's request, the County will provide the Association with a data run of the names, class titles, and departments of all employees within the two bargaining units covered by this Memorandum of Understanding. The Association recognizes and respects the legal right of each employee to the employee's privacy and agrees not to use any information obtained pursuant to this Memorandum of Understanding or to allow others to use the information for commercial gain, nor in any manner that would violate those rights. With respect to this promise, the Association agrees to indemnify, defend and hold harmless the County, its officers, employees, and agents, from any claim, liability, or damage arising from the Association's breach of its duty under this Article 5.11.

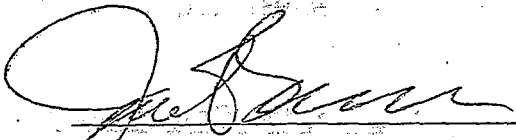
5.12 Data Run - New Employees in Units

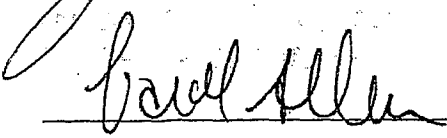
The County shall, once per month, make available to the Association President a list of the names, home addresses (where the employee so authorizes the release to the County and the Association), and work locations of all newly hired employees. The President of the Association, or designee, shall be entitled to contact all newly hired employees for the purpose of providing the employee with an Association brochure and other information about the Association. These activities will be conducted on the President's and the newly hired employee's own time. Upon request, the Association may be authorized to make this contact with newly hired employees at a departmental orientation period if the County agrees that such contacts will not interfere or detract from the purpose of the departmental orientation process.

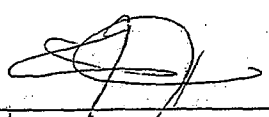
5.13 Board Agenda

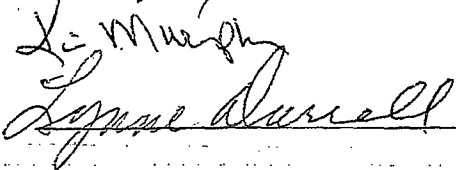
The County will arrange to transmit or make available to the Association President, or designee, two copies each week of the Board of Supervisors' regular public meeting agenda in advance of the regular Board meeting. The County will also continue to transmit or make available to the Association President, or designee, two copies of the regular Civil Service Commission agenda and classification studies scheduled on that agenda pertaining to classifications represented by the Association in advance of the Commission meeting.

FOR THE COUNTY:



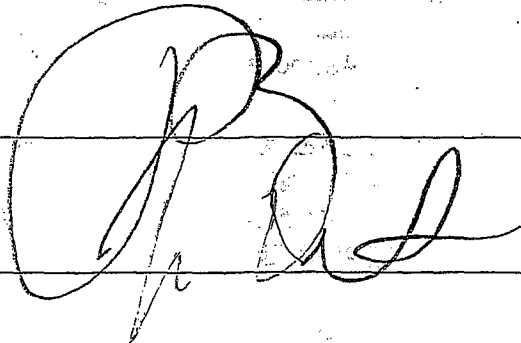


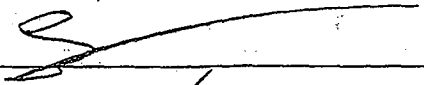





Date: 11/25/13

FOR DSA:







Date: 11/25/13

COUNTY OF SONOMA

Sonoma County Deputy Sheriffs' Association (DSA)
Bargaining Units: 0046, 0047

TENTATIVE AGREEMENT

November 25, 2013

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ARTICLE 7 - SALARIES AND ADMINISTRATION OF THE SALARY SCHEDULE

Revise Article 7 as follows:

7.1 Salaries

- a. Salary range/scales shall be as specified in Appendix A for each classification contained within each of the units represented by the Association.
- b. Effective with the pay period that begins April 14, 2015, the County shall increase by one percent (1.0%) the A-I Step of each Civil Service job class range/scale in the Salary Table specified in Appendix A and attached to this Agreement.
- a- c. Effective with the pay period that begins on December 8, 2015, the County shall increase by two percent (2.0%) the A-I Step of each Civil Service job class range/scale in the Salary Table specified in Appendix A and attached to this Agreement.
- d. Comparable Agencies

A salary-only market survey shall be conducted no later than May 1, 2012. Base salaries shall be increased to reach 100% of the market average, not to exceed a 4% increase, effective the first full pay period following August 10, 2012. Comparison agencies utilized shall be (all county agencies): Alameda, Contra Costa, Marin, Napa, and San Mateo. For informational

purposes only, the City of Santa Rosa shall be surveyed as well.

During the negotiations leading to this MOU the parties did not agree on comparable agencies. The paragraph above is included in this 2013-2015 MOU for historical information only, does not reflect a current agreement, and does not require any future action,

~~e. During fiscal year 2012/2013, if any other bargaining unit receives an increase to a unit-wide monetary benefit, not associated with base salary,~~

7.2 Salary Upon Employment

Except as otherwise provided herein, appointment to any position in any class shall be made at the minimum rate, and advancement to rates greater than the minimum rate shall be within the limits of the salary range/scale for the class.

7.3 Advanced Step Upon Employment

In exceptional cases after reasonable effort has been made to obtain employees for a particular class at the minimum rate, employment of individuals who possess special qualifications higher than the minimum qualifications prescribed for the particular class may be authorized at a rate higher than the minimum upon recommendation of the department head with approval of the County.

7.4 Reappointment Consideration

Any full-time or part-time employee who resigns in good standing, and who is reappointed on a full-time or part-time basis in the same class or a closely related class in the same salary range/scale or in a lower salary range/scale within five years after resignation may, upon approval by the County, be paid at any step in the appropriate salary range/scale, but not less than two steps below the step paid at the time of resignation. Approval of the County is only required if the person is rehired at a step which exceeds step paid at the time of resignation.

7.5 Extra-Help to Permanent Appointment

An extra-help employee who is appointed to an allocated part-time or full-time position in any class and without a break in service, shall be paid at a step which is nearest in amount to that of the step received in the class held immediately prior to such appointment. Employment at a higher salary step not to exceed the

maximums of the range/scale may be authorized upon recommendation of the department head.

7.6 Salary Upon Restoration

Any full-time or part-time employee displaced, laid off, or voluntarily demoted in lieu of layoff and re-appointed within two years in the same class from which separated, or in a closely related class in the same salary range/scale, or in a lower salary range/scale than the class from which separated shall be paid at the salary step closest to but not exceeding the step of the applicable range/scale paid at the time of displacement, layoff or voluntary demotion. Such employee shall be considered for merit increase when the employee's total hours in pay status before and after separation and restoration equal the number of hours required for merit increase.

7.7 Salary Upon Promotion

Except as otherwise provided herein, any full or part-time employee who is promoted to a position in a class allocated to a higher salary range/scale than the class from which the employee was promoted shall receive the salary step rate of the appropriate range/scale which would constitute an increase of salary most closely equivalent to five (5) percent of the employee's salary step rate before promotion, but not less than the minimum salary range/scale of the new class nor greater than the maximum salary of the new class.

If a promotion occurs on the same day a merit increase is due and approved, the merit increase shall be computed first and subsequently the increase due to promotion.

An employee who is promoted shall be considered for a merit increase when the employee's total hours in pay status, exclusive of overtime subsequent to promotion, equals 1,040 hours. The effective date of the merit increase shall be in accordance with Article 7.21.

7.8 Advanced Salary Upon Promotion

Upon promotion of a full-time or part-time employee to a new class, the Human Resources Director may recommend to the County Administrator that the person

being promoted shall receive a rate of pay which is higher than that to which the employee is entitled, but which in no way exceeds the top of the range/scale.

7.9 Salary Upon Demotion During Probation (failed probation)

Any full-time or part-time employee who, during the employee's probationary period, is demoted to a class which the employee formerly occupied in good standing during the same period of continuous employment in paid or unpaid status shall have the employee's salary reduced to the salary the employee would have received if the employee had remained in the lower class throughout the employee's period of service in the higher class. The employee's eligibility for merit advancement shall be determined as if the employee had remained in the lower class throughout the period of service in the higher class.

7.10 Salary Upon Involuntary Demotion

A full or part-time employee, to whom the circumstances described in Article 7.9 do not apply, who is demoted involuntarily to a position in a class which is allocated to a lower salary range/scale than the class from which the employee is demoted shall have the employee's salary reduced to the salary in the range/scale for the new class next lower than, or not more than five (5) percent lower than the salary received before demotion, except that such employee shall not be paid more than the maximum of the range/scale of the class to which the employee is demoted. The employee's eligibility for merit advancement shall not change as a result of demotion.

7.11 Salary Upon Voluntary Demotion

A full or part-time employee, to whom the circumstances described in Article 7.9 above do not apply, who is demoted voluntarily or who is displaced as a result of layoff to a position in a class which is allocated to a lower salary range/scale than the class from which the employee is demoted, or displaced as a result of layoff shall receive the highest salary step in the range/scale for the new class which does not exceed the salary received before demotion or displacement but not exceeding the maximum of the salary range/scale for the new class. The employee's eligibility for merit advancement shall not change as a result of demotion or displacement.

7.12 Salary Upon Reappointment from Voluntary Demotion

Any full-time or part-time employee who is demoted voluntarily and who is reappointed on a full-time or part-time basis in the same class within two years, shall be reappointed at either the same step the employee received at the time of demotion or the salary step nearest the amount of the employee's present salary step, whichever is greater.

7.13 Salary Upon Transfer

A full-time or part-time employee ~~may~~ who transfers from one allocated position to another allocated position in the same job class or in another class to which the same salary range/scale is applicable, shall be placed at the same salary step which the employee was receiving prior to the transfer.

A full or part-time employee who transfers from one allocated position in a job class to another allocated position in a closely related class for which s/he possesses the minimum qualifications shall be paid at the step in the new range/scale nearest the amount to what the employee received prior to transfer.

7.14 Salary Upon Reallocation of Class

An employee in a position in a class which is reallocated from one salary range/scale to another shall continue to receive the same salary step.

7.15 Salary Upon Reclassification of Position - Same Salary

Whenever a position is reclassified to a class which is allocated to the same salary range/scale, the incumbent shall retain the same salary step received prior to the reclassification if the incumbent is appointed to fill the position.

7.16 Salary Upon Reclassification of Position - Higher Salary

Except as otherwise provided herein, whenever a position is reclassified to a class which is allocated to a higher salary range/scale, the salary of the incumbent shall be as provided in Article 7.7, if the incumbent is appointed to fill the position.

7.17 Salary Upon Reclassification of Position - Lower Salary

Whenever a position is reclassified to a class which is allocated to a lower salary range/scale, the salary of the incumbent shall be as provided by Article 7.11, if

the incumbent is appointed to fill the position. Whenever the effect of reclassification is to reduce the salary of an incumbent, the Board of Supervisors may, upon recommendation by the Director of Human Resources, direct that the incumbent shall continue to receive the previously authorized salary until termination of employment in the position, or until a percentage increase in pay may be authorized, whichever first occurs. Appropriate records shall show such an incumbent as being paid at a special fixed rate (Y-rate) of the salary range/scale for the employee's class.

7.18 Merit Advancement Within Salary Range/Scale

Merit increases within a range/scale shall not be automatic. They shall be based upon merit and shall require a written performance evaluation with a minimum satisfactory overall rating. An employee with a less than satisfactory overall rating on the employee's most recent performance evaluation shall not be eligible for a merit increase until the employee receives an overall rating of satisfactory. The performance evaluation shall be reviewed by the employee's department head and approved in writing prior to the granting of any merit increase. Merit increases shall be made within the appropriate salary range/scale for the class by computing the new salary step rate which is most closely equivalent to five percent (5%) higher than the previous base hourly rate.

7.19 Performance Appraisals

Performance appraisals of full-time and part-time employees which deny a merit salary increase or have an overall rating of "unsatisfactory" may be grieved at the employee's option through the 3rd step of the Grievance Procedure established under this Memorandum for a final decision.

7.20 Salary Upon Advancement Within a Range/Scale

Each employee shall be considered for an initial merit increase when the employee's total hours in pay status within the same class exclusive of overtime equals 1,040 hours. Thereafter, an employee shall be considered for subsequent merit increases when the employee accumulates 2,080 hours pay status, exclusive of overtime.

7.21 Effective Date of Merit Increase

~~All merit increases will be effective on the date that the employee is eligible in accordance with Sections 7.18 (Merit Advancement Within Salary Range/Scale) and 7.20 (Salary Upon Advancement Within a Range/Scale). If the employee's date of eligibility for a merit increase occurs during the first 7 calendar days of the pay period, the merit increase shall be effective the first day of the payroll period in which the employee was eligible. If the employee's date of eligibility for a merit increase occurs during the second 7 calendar days of the payroll period, the merit increase shall be effective the first day of the following pay period. Upon implementation of the Human Resources Management System, the effective date of the merit increase shall be the start of the work day during which the employee becomes eligible for the merit increase.~~

7.22 Salary Upon Temporary Promotion

An employee assigned by the department head to perform the full range of duties of a higher classification to fill a vacancy caused by resignation, termination, promotion or an approved leave of absence, who is expected to ~~meets the minimum qualifications of the higher classification, and who serves continuously~~ in such assignment for more than 12 consecutive days of work, shall be paid retroactive to the first hour worked and thereafter according to the salary of the range/scale for the new class which would constitute an increase in salary at the step most closely equivalent to five (5) percent greater than the employee's salary before promotion, but not less than minimum salary of the new class, nor greater than the maximum salary of the new class. The employee shall receive this salary as long as the employee continues to serve in such assignment and shall be entitled to receive increases for the position in accordance with the merit increase section of this Memorandum as though the employee had been appointed on the day that the employee began to receive the salary designated for the position. All other benefits to which an employee is entitled under the terms of this MOU shall continue and no additional benefits will be provided to employees temporarily assigned to a higher class.

7.23 Subsequent Reassignment

An employee subsequently reassigned within 12 months of the beginning date of the initial assignment to fill a vacancy in a higher position must serve in such

capacity for more than three (3) consecutive days of work prior to receiving the salary provided in 7.22 above.

7.24 Salary Upon Disciplinary Reduction In Pay

No disciplinary reduction in salary step(s) shall exceed five percent (5%) over a time period of one thousand and forty hours (1,040) and shall not result in a step placement less than the minimum for the class.

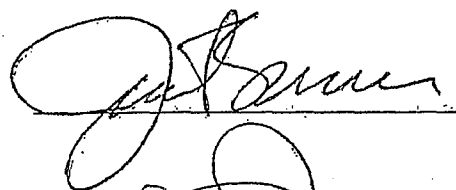
7.25 Hourly Cash Allowance

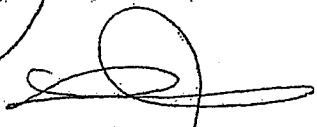
Effective the first full pay period closest to May 19, 2009, the County shall pay each permanent full and part-time employee, in addition to their hourly regular earning rate from the salary schedule, a cash allowance of \$3.45 per pay status hour that the employee is in paid status, excluding overtime, up to a maximum of 80 hours in a pay period, or approximately a maximum of \$600 per month.

Such hourly cash allowance is compensation for services rendered in that pay period and shall be taken into account for the purposes of computing employees' final compensation for pension purposes, as well as all usual taxation as their regular earning rate from the salary schedule. It shall not be included on the salary schedule and shall not be impacted by future increases on the salary schedule. It is not intended as a supplement toward medical, dental, or any other insurance or benefit.

FOR THE COUNTY:

FOR DSA:

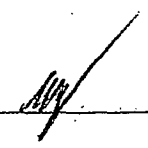


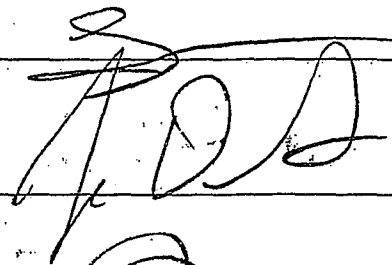


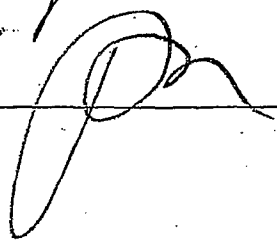
L. Murphy
Lynne Durrell

Carol Allen

11/25/13







Date: 11/25/13

Date: 11/25/13

1917
The following is a list of the names of the persons who were present at the meeting of the Board of Directors of the [Company Name] held on [Date] at [Location].

[List of names and other details]

The Board of Directors of the [Company Name] has the honor to acknowledge the receipt of the [Document Name] dated [Date] and to express its appreciation for the [Action] taken by the [Party Name].

The Board has considered the [Document Name] and has decided to [Action].

This document is a true and correct copy of the original as filed with the [Authority Name] on [Date].

Witness my hand and the seal of the [Company Name] this [Date] day of [Month], 19[Year].

[Signature]

County Proposal # DSA #5

Submitted On: 5/15/13

County Proposal TA
May 15, 2013

Tentative Agreement 0941

COUNTY OF SONOMA *June 12, 2013 6/12/13*

Sonoma County Deputy Sheriffs' Association (DSA)

Bargaining Units: 0046, 0047

COUNTY PROPOSAL

ARTICLE 10 – UNIFORMS AND EQUIPMENT

Janet Somer
Tim Murphy
David Keller
Supervisor

TA
0941
JB
10/11

Revise Article 10 as follows:

10.1 Uniforms

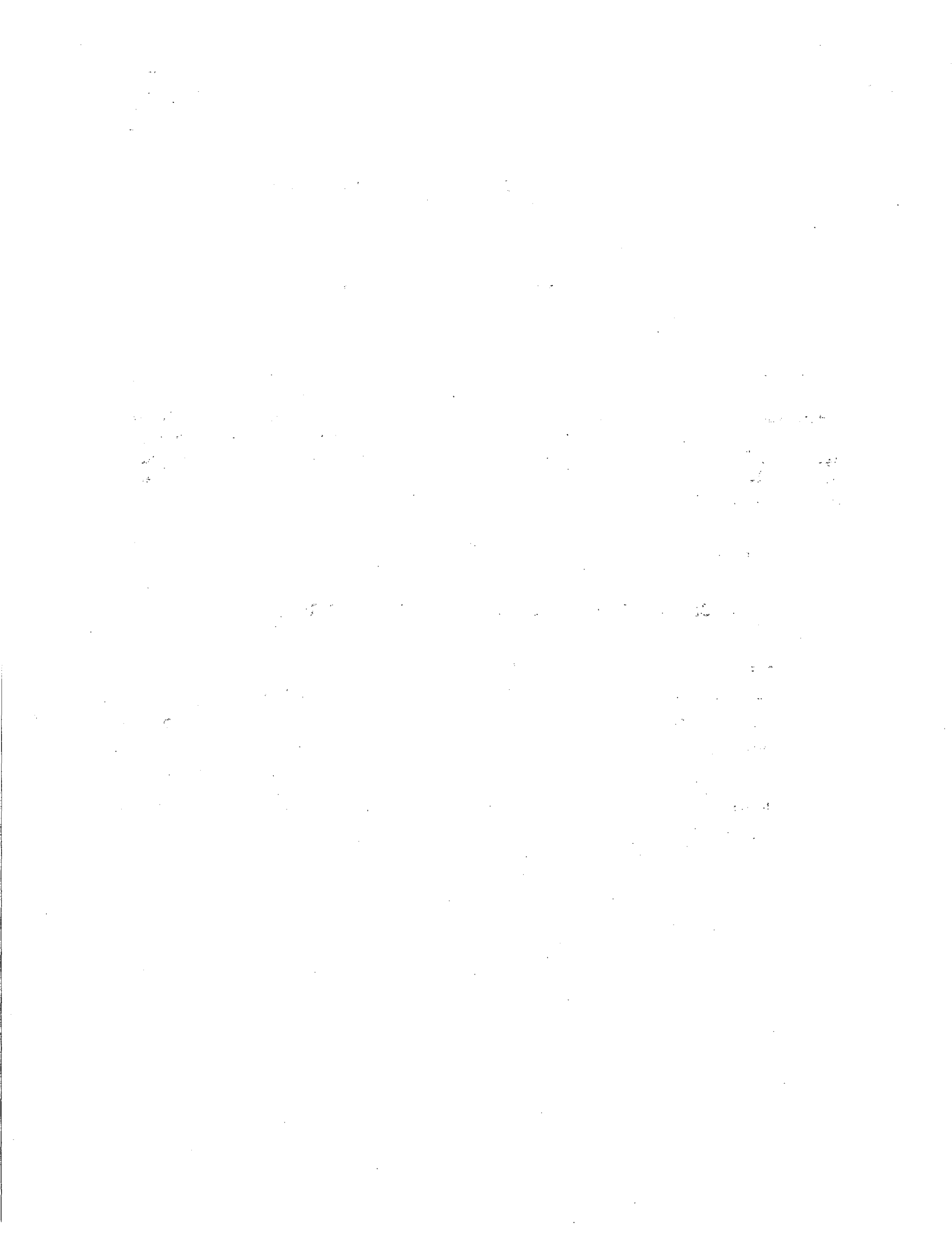
Each employee covered by this Memorandum of Understanding shall be assigned a full complement of uniforms that meet the specifications prescribed by the County. Each employee who is required by the department head to perform an assignment in which the employee is required to be in uniform shall wear the uniform that conforms to the specifications required by the County as a condition of employment. Employees assigned to duties requiring the wearing of a uniform shall be entitled to the replacement of worn out or damaged uniform items as long as they continue to be assigned to such duties provided that such damage occurred through no fault of the employee. Employees who are not assigned to duties that require the wearing of a uniform shall be responsible for the maintenance of a serviceable dress uniform that meets County specifications.

10.2 Equipment

While required safety equipment will be provided by the Sheriff's Department, additional work-related apparel, equipment and upgrades are provided by the employee. The employee shall receive an equipment allowance of \$500, to be paid during the month of July.

10.3 Use of Uniforms and Equipment

The parties acknowledge that County issued uniforms are not suitable for everyday wear outside working hours, and the employees shall use the equipment and wear uniforms only while on duty and traveling to and from County work.



COUNTY OF SONOMA

Sonoma County Deputy Sheriffs' Association (DSA)
Bargaining Units: 0046, 0047

TENTATIVE AGREEMENT

November 13, 2013

The County Of Sonoma ("County") and the Sonoma County Deputy Sheriff's Association ("DSA") have negotiated and reached a Tentative Agreement on this provision of the Memorandum of Understanding ("MOU"). No tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the entire comprehensive agreement is subject to ratification by the DSA bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents.

Revised Article 12 as follows:

ARTICLE 12 - DEFERRED COMPENSATION AND RETIREMENT

12.1 Deferred Compensation and Retirement

The County agrees to provide the employees covered by this Memorandum of Understanding the opportunity to participate in the County's Deferred Compensation Plan. Participation shall be on the same basis and in the same manner as other non-management employees are presently authorized to participate. Nothing herein renders the County liable to the Association or any employee for the discontinuance of Internal Revenue Service or Franchise Tax Board approval of any County Deferred Compensation Plan or portion thereof.

12.2 414(h)(2)-Tax Deferred Retirement Contribution

All employees covered by this Memorandum who belong to the retirement system shall have their wages adjusted according to Section 414(h)(2) of the Internal Revenue Code which will have the effect of deferring Federal and State income taxes on the employee's retirement contribution.

12.3 Elimination of Employer Pick-up of Employee's Statutory Retirement Contribution
Effective the first pay period on or after the adoption of this MOU by the Board of

Supervisors, the County will cease paying any portion of the employees' share of retirement contributions. Effective August 14, 2007 the County will pay an additional zero point six percent (0.6%) of any retirement deductions which are required to be made from compensation under the 1937 Act on behalf of each employee for a total of two point six percent (2.6%) on behalf of each employee. The County shall be exempt from this contribution once the employee is exempt from this statutory contribution.

12.4 Safety Employees Hired Before January 1, 2013
(3% at 55 – 3% at 50 Enhanced Safety Retirement Program)

Effective January 1, 2013, this section 12.4 (including subsections) shall apply to safety employees hired before January 1, 2013 who are contributing members of the Sonoma County Employees' Retirement Association ("SCERA") or who are hired after that date and qualify for pension reciprocity as stated in Government Code Section 7522.02(c) and any related SCERA reciprocity requirements:

12.4.1 Final Compensation Based On Single Year

For purposes of determining a retirement benefit, final compensation for employees covered by this Section 12.4 shall be defined as stated in Government Code Section 31462.1.

12.4.2 3% @ 50 Pension Formula

Effective July 1, 2003, the 3% at 55 enhanced retirement program will be available to all represented employees who are contributing safety members of the Sonoma County Employees' Retirement Association (SCERA), with the understanding that the County will work with all other organizations representing safety member employees to implement this option prospectively on the same date. Both parties understand that retirement benefit enhancements shall be implemented for all safety members on the same date. Effective February 1, 2006, the The "3% at 50" enhanced retirement program will be available to all represented employees who are contributing safety members of SCERA covered by this Section 12.4, with the understanding that the County will work with all other organizations representing safety member employees to implement this option prospectively on the same date.

12.4.3 Required Employee Contribution

SCERA members covered by this Section 12.4 will contribute the amount required by SCERA as employee contributions, and shall continue to contribute an additional three percent (3%) of any compensation from which retirement deductions are required to be made to their employee retirement account. ~~Effective the first pay period in July 2003, employees who are safety members of SCERA will begin contributing an additional one percent (1%) of any compensation from which retirement deductions are required to be made under the 1937 Act to their employee retirement account. Effective the first pay period in February, 2004 employees who are safety members of SCERA will contribute an additional one percent (1%) of any compensation from which retirement deductions are required to be made, for a total contribution of two percent (2%) to their employee retirement account. Effective the first pay period in February, 2005 employees who are safety members of SCERA will contribute an additional one percent (1%) of any compensation from which retirement deductions are required to be made, for a total of three percent (3%) to their employee retirement account.~~ The additional contributions shall be deducted from the employees' compensation pretax and they shall become part of the accumulated retirement contributions of the employees. This contribution to defray the cost of the unfunded accrued actuarial liability for any past service due to the enhanced retirement programs will continue unless modified by mutual agreement of the County and the DSA. The amortization period for funding the unfunded accrued actuarial liability for any past service due to the enhanced retirement programs described above has been established by SCERA to be twenty (20) years. The County and the DSA agree it is their mutual intent that the aforementioned employee contributions described in this subsection shall cease no later than the end of the twenty (20) year amortization period which began July 2003.

12.5 New Retirement Tier For Safety Employees Hired On Or After January 1, 2013

Effective January 1, 2013, this Section 12.5 (including subsections) applies to safety employees hired or on after January 1, 2013 who are or become contributing members of the SCERA and who do not qualify for pension reciprocity as stated in Government Code Section 7522.02(c):

12.5.1 Final Compensation Based On Three Year Average

As required by Government Code Section 7522.32, effective January 1, 2013, for the purposes of determining a retirement benefit, final compensation shall mean the highest average pensionable compensation earned during 36 consecutive months of service.

12.5.2 2% @ 50 – 2.7% @ 57 Pension Formula

As required by Government Code Section 7522.25, the safety Option Plan Two (2% @ 50 – 2.7% @ 57) pension formula shall apply to employees covered by this Section 12.5 who are contributing members of the SCERA.

12.5.3 Required Employee Contribution

As required by Government Code Section 7522.04(g), SCERA safety members covered by this Section 12.5 shall pay 50 percent (50%) of normal costs. In addition, SCERA members covered by this Section 12.5 shall pay 3.0 percent (3%) of any compensation from which retirement deductions are required to be made to their employee retirement account. The additional contributions shall be deducted from the employee's compensation pretax and shall become part of the accumulated retirement contributions of the employees. This contribution to defray the cost of the unfunded accrued actuarial liability will continue unless modified by a subsequent agreement between the County and DSA. The amortization period for funding the unfunded accrued actuarial liability for any past service due to the enhanced retirement programs described above has been established by SCERA to be twenty (20) years. The County and DSA agree it is their mutual intent that the aforementioned employee contributions described in this subsection shall cease at the end of the twenty (20) year amortization period described in subsection 12.4.3 which began July 2003.

12.5 The parties agree to participate in a discussion of modifications to the current retirement formula for new hires. There shall be no change to the current retirement formula absent mutual agreement between the bargaining units and the County.

FOR THE COUNTY:

FOR DSA:

~~Handwritten signature~~
Hi Murch

Brad Allen

Jefferson

Lynn Durrell

11/25/13

Handwritten signature

Handwritten signature

11/25/17

COUNTY OF SONOMA

DEPUTY SHERIFF'S ASSOCIATION (DSA)

Bargaining Units: 0046, 0047

TENTATIVE AGREEMENT

August 14, 2013

ARTICLE 13 - DIRECT DEPOSIT

The County Of Sonoma ("County") and the Deputy Sheriff's Association ("DSA") have negotiated and reached a Tentative Agreement on this provision of the Memorandum of Understanding ("MOU"). No tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the entire comprehensive agreement is subject to ratification by the DSA bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents.

Revise Article 13 as follows:

13.1 Direct Deposit - Employee Pay

The County will ~~continue to make a deposit of a participating employee's pay checks directly to their bank or credit union accounts.~~ The effective date of deposit will be one day after the regularly scheduled date of payroll issue.

13.2 Mail Deposit - Dues and AFLAC Premiums

The County will mail check(s) for Association dues, including money withheld from members' checks for AFLAC premiums, directly to the Redwood Credit Union for deposit into the Association's account. The Association shall provide the County all necessary account, mailing, and other deposit information to allow the deposit by mail. The County's full obligation under this section 13.2 shall be fulfilled when the check for the required amount is placed in the mail to the designated address. The Association shall indemnify and hold the County harmless for any failure of the check to reach the Redwood Credit Union or to be deposited into the Association's account.

13.3 Mailing RMT Contributions

The County shall mail directly to the RMT program administrator as identified by the Association, the County and employee contributions required to be made to the Retiree Medical Trust (RMT) pursuant to Section 19.6.1. The Association shall provide the County the RMT program administrator's legal name, address, and any other required mailing instructions necessary to enable the mailing. The County's full obligation under this section 13.3 shall be fulfilled when the check for the required contributions is placed in the mail to the designated address. The Association shall indemnify and hold the County harmless for any failure of the check to reach the RMT program administrator or otherwise be processed.

FOR THE COUNTY:

FOR DSA:

COUNTY OF SONOMA

DEPUTY SHERIFF'S ASSOCIATION (DSA)

Bargaining Units: 0046, 0047

TENTATIVE AGREEMENT

August 14, 2013

The County Of Sonoma ("County") and the Sonoma County Deputy Sheriff's Association ("DSA") have negotiated and reached a Tentative Agreement on this provision of the Memorandum of Understanding ("MOU"). No tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the entire comprehensive agreement is subject to ratification by the DSA bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents.

ARTICLE 14: HOURS AND OVERTIME

Delete the June 2011 Side Letter regarding 3-11/4-11 shift change and insert Article 14.6A and 14.6B, and revise 14.7 and 14.8 as follows:

14.6 Work Schedule Change

The County reserves the right to establish and modify individual work schedules. Except in cases where emergency operations require less notice, a notice of change in an individual's work schedule arising from other than transfer or promotion shall be given to the affected employee not less than seven (7) calendar days prior to the effective date of the schedule change. Failure to give the seven (7) day notice to a full-time employee shall entitle the affected employee to overtime compensation for all hours actually worked on the new schedule until seven (7) calendar days notice is given. If any full-time employee has been given seven (7) calendar days advance notice of a shift change and the shift change results in the employee doubling back to work the new shift after leaving the work site, all hours worked on the new shift within the employee's same work day as the former shift will be paid at the employee's base rate, not at overtime, except as otherwise required by law. Part-time employees shall not be paid overtime for changes in schedule unless it results in an employee working over a normal work shift (8 or 10 or more hours) in a regular work day or over 80 hours in a pay period. The term "emergency operations" shall be construed to mean the performance of County functions or services necessary, in the opinion of the County, to protect or preserve the lives, safety, health, or property of the County or the public it serves, but "emergency operations" shall not be construed to mean situations where the County knew in advance of non-

emergency situations and could have reasonably planned for any work schedule change necessary to adequately cope with the situation.

14.6A Patrol Bureau 3-11/4-11 Alternating Work Period

For some Deputy and Sergeant assignments within the Patrol Bureau, as specified by the Sheriff, the County has designated the relevant "work period" under the Fair Labor Standards Act (FLSA) as a twenty-eight (28) day cycle. The 28-day work period spans from 12:00 a.m. Tuesday morning thru 11:59 p.m. Monday at the end of the 28th day. During the work period, bargaining unit members assigned to the 3/11-4/11 Alternating Work Period shall be assigned to work the following schedule:

- Three (3) eleven (11) hour consecutive work days.
- Followed by four (4) consecutive days off.
- Followed by four (4) eleven (11) hour consecutive work days.
- Followed by three (3) consecutive days off.

The schedule will consist of a three pay period cycle, wherein during one of the three pay periods of the cycle employees will work one additional "straight time" (non-overtime) nine (9) hour shift, scheduled as determined by the Field Services Captain or designee on a day that would have otherwise been a scheduled day off. The 9 hour shift will be scheduled at the beginning of the 3-pay-period cycle with at least thirty (30) days advance notice to the employee. Section 14.6 above allows schedule changes. In a three pay period cycle, this schedule results in employees working 77 hours in each of two pay periods, and 86 hours in one pay period. Overtime shall be as provided in Sections 14.7 and 14.8.

14.6B Patrol Bureau Shift Bidding

The County will follow a shift bidding policy during the term of this Memorandum for a limited number of eligible Sheriff's Deputies (not Sergeants) assigned to the 3-11/4-11 schedule in the Patrol Bureau Main Office and for eligible Sheriff's Deputy assignments in Court Security.

Shift bidding will occur once a year and generally will be implemented the first pay period in January. Sheriff's Deputies assigned to Court Security, and the Main Office Sonoma Valley Sub Station and the Guerneville Sub Station will be allowed to shift bid. However, the

Field Services Captain may identify 50% of the staffing at Court Security, Sonoma valley Sub Station and the Guerneville Sub Station that will not be able to participate in the shift bid process. Additionally, certain assignments within Field Services will not be eligible for shift bid, as identified in the Law Enforcement manual Shift Bid Policy to be developed.

Association grievances concerning the interpretation, application or alleged violation of this Section (14.6B) are subject to the grievance procedure under this MOU. Any individual grievance concerning the interpretation, application or alleged violation of the shift bidding policy shall be subject only to the Departmental Grievance Procedure and any such grievance is hereby expressly excluded from the Grievance Procedure of this MOU.

14.7 Statutory Overtime For The Non-Exempt Employee

Overtime for the non-exempt employee is divided into statutory overtime and non-statutory overtime. Statutory overtime is overtime that is required by law. Statutory overtime for the sworn, non-exempt employee is defined as all hours worked in excess of 86 hours in a 14-day work period (which currently coincides with the pay period).

Statutory Overtime – City of Sonoma (28 Day Work Period)

Statutory overtime for the sworn, non-exempt employee assigned to the City of Sonoma and on a 28 day work period is defined as all hours worked in excess of 171 hours in the 28 day work period. The 28 day work period spans from 12:00 a.m. Tuesday morning thru 11:59 p.m. Monday at the end of the 28th day.

Statutory Overtime – Patrol Bureau 3-11/4-11 Work Schedule (28-Day Work Period)

Statutory overtime for the sworn, non-exempt employee assigned to a 3-11/4-11 Work Period in the Patrol Bureau and on a 28-day work period, as described in Section 14.6A, is defined as all hours worked in excess of 171 hours in the 28-day work period. The 28-day work period spans from 12:00 a.m. Tuesday morning thru 11:59 p.m. Monday at the end of the 28th day.

14.8 Non-Statutory Overtime

For the sworn, non-exempt employee assigned to a 4-10 work period, non-statutory overtime is defined as hours actually worked in excess of 80 pay status hours in a regular 14-day work period.

Example: Employee works 70 hours on normal schedule, is on paid sick leave for 10 hours and works an additional 10 hours outside normal work shift. The additional 10-hour shift is paid at overtime.

Non-statutory overtime for all employees is also defined as hours actually worked in excess of hours in pay status on the employee's normal full-time daily work shift established by the department head or any other circumstance except Article 14.6 where overtime pay is provided in this Memorandum.

Example 1: Employee assigned to 10-hour shifts works 12 hours. Overtime is paid for 2 hours.

Example 2: Employee is on Leave Without Pay for 40 hours of work period; then, actually works 40 hours on normal work shift and 7 hours not on normal daily work shift. The 47 hours worked are all paid at straight time.

Non-Statutory Overtime – Patrol Bureau 3-11/4-11 Work Period (28-Day Work Period)

Non-statutory overtime for the sworn, non-exempt employee assigned to a 3-11/4-11 Work Period in the Patrol Bureau and on a 28-day work period, as described in Section 14.6A, non-statutory overtime is defined as hours actually worked in excess of 163 pay status hours in a regular 28-day work period which contains a 77 and an 86 hour pay period, or 154 pay status hours in a regular 28- day work period which contains two 77 hour pay periods. The 28-day work period spans from 12:00 a.m. Tuesday morning thru 11:59 p.m. Monday at the end of the 28th day.

Non-statutory overtime for all employees is also defined as hours actually worked in excess of hours in pay status on the employee's normal full-time daily work shift (either 11 hour shift or 9 hour shift as scheduled) established by the department head or any other circumstance except Article 14.6 where overtime pay is provided in this Memorandum.

Example 1: Employee assigned to 11-hour shifts works 12 hours. Overtime is paid for 1 hour.

Example 2: Employee is on Leave Without Pay for 40 hours of work period; then, actually works 40 hours on normal shift and 7 hours not on normal daily work shift. The 47 hours worked are all paid at straight time.

Non Statutory Overtime – City of Sonoma (28 Day Work Period)

~~Non-statutory overtime for the sworn, non-exempt employee assigned to the City of Sonoma and on a 28-day work period, non-statutory overtime is~~

~~defined as hours actually worked in excess of 160 pay status hours in a regular 28 day work period. The 28 day work period spans from 12:00 a.m. Tuesday morning thru 11:59 p.m. Monday at the end of the 28th day.~~

~~Non statutory overtime for all employees is also defined as hours actually worked in excess of hours in pay status on the employee's normal full time daily work shift established by the department head or any other circumstance except Article 14.6 where overtime pay is provided in this Memorandum.~~

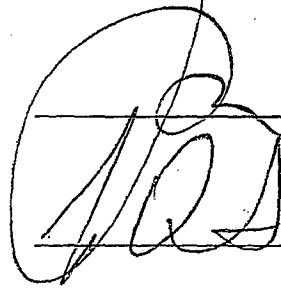
~~Example 1: Employee assigned to 10 hour shifts works 12 hours. Overtime is paid for 2 hours.~~

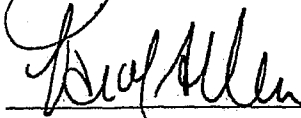
~~Example 2: Employee is on Leave Without Pay for 40 hours of work period; then, actually works 40 hours on normal shift and 7 hours not on normal daily work shift. The 47 hours worked are all paid at straight time.~~


FOR THE COUNTY:

FOR DSA:

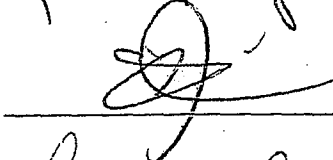



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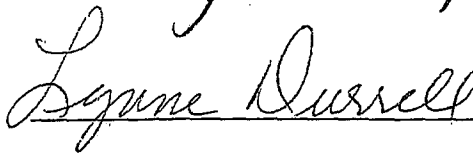


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COUNTY OF SONOMA
DEPUTY SHERIFF'S ASSOCIATION (DSA)
Bargaining Units: 0046, 0047

November 25, 2013
Package
Component

TENTATIVE AGREEMENT

November 25, 2013

The County Of Sonoma ("County") and the Sonoma County Deputy Sheriff's Association ("DSA") have negotiated and reached a Tentative Agreement on this provision of the Memorandum of Understanding ("MOU"). No tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the entire comprehensive agreement is subject to ratification by the DSA bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents.

Revise Article 15 as follows:

ARTICLE 15 - STANDBY AND CALLBACK

15.1 Definition of Standby

Standby duty requires that an employee designated by the department head to be so assigned during off-duty hours, be ready to respond as soon as possible, be reachable by telephone or pager, be able to report to court within a specified period of time, and refrain from activities which might impair the employee's ability to perform assigned duties. Each such employee who is assigned to standby shall be paid five percent (5%) of the employee's base hourly rate for each hour that the employee stands by on call.

No employee shall be paid for standby duty and other compensable duty simultaneously.

15.2 Callback

Employees who are called back to work after having completed the normal shift and after having left the work site, shall be entitled to receive a minimum of two hours pay at the applicable rate for all callbacks received within that two hours call-back period. Such employees who are called back to work shall be compensated for regular time or overtime, as the case may be.

Time worked, for which the employee is entitled to compensation, shall include reasonable travel time to and from the employee's residence via the shortest commonly traveled route. No employee shall continue to receive standby pay once called back to work or while receiving callback pay for

hours worked, or while guaranteed minimum is paid. For purposes of computing statutory overtime, only time actually worked and travel time shall be considered.

Employees who are called back to work while on a duty free meal period will be paid for time worked, according to Article 17.2.

15.3 Court Callback

15.3.1 Pay When Court Appearance Required

Employees who are required to appear in court as part of their official duties in their off-duty time in response to a valid subpoena or other written order from the Court or employer in their off-duty time shall receive a minimum of four (4) hours of overtime. Any payment for overtime shall be in accordance with the provisions of Article 14. Time worked, for which the employee is entitled to compensation, shall include reasonable travel time to and from the employee's residence via the shortest commonly traveled route.

15.3.2 Late Cancellation Pay

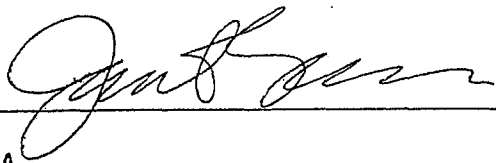
Effective April 15, 2014, employees who have been served with a valid subpoena requiring them to appear in court on a regularly scheduled day off, but who are not required to appear shall receive two (2) hours of overtime pay if they receive notice that their appearance is not required fewer than seven (7) calendar days prior to the scheduled appearance time. For purposes of this subsection 15.3.2 only, a "regularly scheduled day off" shall be determined based on the start time, not the end time, of the regularly scheduled work day. For example, an employee whose regular work schedule includes work from 2100 on Monday to 0700 on Tuesday (with no other work scheduled on Tuesday) shall be deemed to work on Monday, and have a regularly scheduled day off on Tuesday.

Employees may not receive more than one payment in a calendar day pursuant to sections 15.3.1 and 15.3.2 regardless of the number of subpoenas received. Employees who are scheduled for training or vacation will mark the time under the "unavailable block," and subpoenas for the unavailable time should not be served, and no payment will be provided.

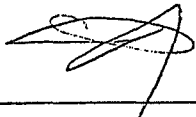
15.3.3 Documentation Required

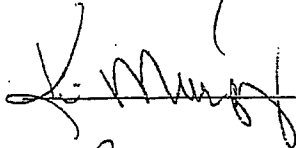
The County may require employees to submit appropriate documentation certifying eligibility for payment under subsections 15.3.1 and 15.3.2.

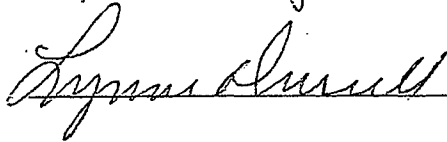
FOR THE COUNTY:





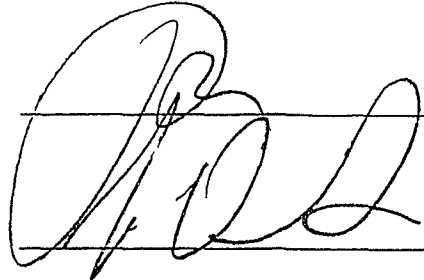


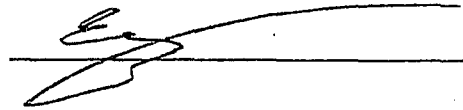


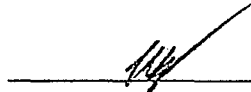


Date: 11/25/13

FOR DSA:







Date: _____

11/25/13

COUNTY OF SONOMA

Sonoma County Deputy Sheriffs' Association (DSA)
Bargaining Units: 0046, 0047

TENTATIVE AGREEMENT

November 25, 2013

The County Of Sonoma ("County") and the Sonoma County Deputy Sheriffs Association ("DSA") have negotiated and reached a Tentative Agreement on this provision of the Memorandum of Understanding ("MOU"). No tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the entire comprehensive agreement is subject to ratification by the DSA bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents.

Revise Article 18 as follows:

ARTICLE 18 - HEALTH & WELFARE BENEFITS FOR ACTIVE EMPLOYEES

18.1 Active Employee Health Plans

~~Effective June 2, 2009, an An~~ eligible employee and eligible dependent(s) (as defined below), are is allowed only to enroll either as a single subscriber in a County offered medical, dental, vision plan and/or dependent life insurance, or as the dependent spouse/domestic partner of another eligible County employee/retiree, but not both. If an employee is also eligible to cover their dependent child/children, each child will be allowed to enroll as a dependent on only one employee or retirees' plan (i.e., an employee and his or her dependents cannot be covered by more than one County offered Health plan).

An eligible employee is:

- A County of Sonoma probationary or regular full-time or probationary or regular part-time employee (refer to Article 18.2.8 regarding plans offered and pro-ration of benefits for part-time employees).

An eligible dependent is (as defined in each plan document/summary plan description):

- Either the employee's spouse or domestic partner (~~requires signed domestic partner affidavit filed with the County~~); or
- An ~~unmarried~~ child based on your plan's age limits or a disabled dependent child regardless of age.

18.2 Participation-Enrollment in County Offered Health (Medical, Dental, Vision, Life Insurance) Plans

Election to ~~participate~~ enroll in a County offered health plan will take place during the ~~first full pay period within the first 30 days following employment date of appointment to a permanently allocated position of .49 FTE or greater~~ or it shall be made during an annual open-enrollment period. Enrollment in vision and basic life insurance is automatic. Mid-year enrollment can only be permitted as allowed by IRC Section 125 or as required by HIPAA or other applicable regulations.

The effective date of benefits will be the first of the month following the date of hire or initial eligibility.

18.2.1 County Offered Medical Plan(s)

~~For individuals covered under this MOU, there are~~ The County offers three medical plans, the in addition to the HMOs described in 18.2.2: County Health Plan PPO, County Health Plan EPO, and United Health Care High Deductible Health Plan (HDHP). Kaiser HMO (\$10 co-pay) Plan. The benefit provisions, co-payments and deductibles of each plan are outlined in the Plan's Summary Plan Description or Explanation of Benefits Evidence of Coverage.

~~18.2.2 County Offered Health Maintenance Organization (HMO) Medical Plans~~

~~The County may offer up to two (2) HMO medical plans to eligible employees and their eligible dependent(s). Specific reference to a vendor listed below does not obligate the County to continue to offer a medical plan offered by a specific vendor. The County may change health insurance carrier(s) and/or network provider(s) provided the plan design(s) are substantially equivalent. The HMOs have the following co-pays:~~

| Benefit Type | Co-pay |
|-------------------------------------|---|
| Kaiser Office Visit | \$10 |
| Kaiser Prescription Drug | \$5 generic/ \$10 formulary brand name |

| | |
|--------------------------------------|---|
| United Health Care Office Visit | \$10 |
| United Health Care Prescription Drug | \$5 generic/ \$15 formulary brand name/ \$30 non-formulary brand name |

For all other plan benefits and provisions, refer to the insurance carrier's plan document for each HMO medical plan.

18.2.32 County Contribution Toward Active Employee Medical Benefits

Effective June 2, 2009, the County shall contribute a flat dollar amount not to exceed \$229.98 per pay period (\$500 per month) toward the cost of any County offered medical plans for any eligible full-time regular employee and their eligible dependent(s).

This is the full and total contribution amount the County will contribute toward medical benefits for active regular employees and their dependent(s).

The County shall contribute to part-time eligible employees on a pro-rated basis, in accordance with Article 18.2.8.

18.2.43 Dental Benefits

The County will offers dental and orthodontic benefits to full and part-time regular employees and their eligible dependent(s). ~~For all plan b~~Benefits and provisions, co-payments and deductibles are outlined in the Summary Plan Description or Evidence of Coverage. ~~refer to the insurance carrier's plan document.~~

The employee contribution(s) will be:

~~Effective August 11, 2009: Employee Contribution: shall be~~ \$13 per pay period (\$28.26 per month)

The County shall contribute to part-time eligible employees on a pro-rated basis, in accordance with Article 18.2.8.

18.2.54 Vision Benefits

~~The County will provide vision benefits to full-time active employees and their dependent(s), and computer vision care benefits to full-time active employees, with no employee contribution. For all plan benefits and provisions, refer to the insurance plan document. The County will pay the total cost of the premium for vision benefits for full-time active employees.~~

Part-time employees will be enrolled automatically in the vision benefit and the County shall contribute to part-time eligible employees on a pro-rated basis, in accordance with Article 18.2.8.

Benefit provisions, co-payments and deductibles are outlined in the Summary Plan Description or Evidence of Coverage.

~~18.2.6 Computer Vision Care Benefits~~

~~The County will offer a Computer Vision Care (CVC) benefit. Full and part-time employees who are assigned to use a computer for twenty (20) hours per week or more on an ongoing basis, as a part of their regular job assignment, will be eligible for the CVC benefit. Employees who do not meet the ongoing twenty-hour per week threshold, but are experiencing problems can contact their supervisor to arrange for an assessment by Risk Management.~~

~~Eligible employees will receive a CVC eye examination and, if prescribed, CVC lenses and frames through arrangement with the County's CVC vendor.~~

18.2.75 Life Insurance

The County provides shall offer, at no expense to the employee, a basic term life insurance plan in the amount of \$25,000 for an allocated full-time equivalent position of sixty hours or more (0.75 FTE or more) with no employee contribution. Enrollment in basic life insurance is automatic, based on eligibility. Part-time employees who are regularly scheduled to work less than 60 hours per pay period may purchase coverage through payroll deduction.

Each eligible and enrolled employee may purchase through payroll deduction, dependent coverage of \$5,000 for each eligible dependent. Benefit provisions are outlined in the Summary Plan Description or Evidence of Coverage. For all other plan benefits and provisions, refer to the insurance policy document.

Eligible employees may purchase additional life insurance coverage for themselves at their own expense upon initial eligibility during the annual open enrollment periods specified in Article 18.2. The employee may purchase

supplemental coverage in increments of one times (1X) to four times (4X) the basic coverage to a maximum of \$500,000, in accordance with the insurance carrier's policy. Participating employees and the County will be required to follow the insurance company's contracted requirements with respect to maximum amounts and the necessity for evidence of insurability in order to be eligible to receive the benefit as may be amended from time to time and may be based on actual participation by County employees in the program. If less than 40% of eligible employees purchase supplemental coverage, then health evidence of insurability will be required of all employees purchasing supplemental benefits. An employee enrolled in supplemental coverage who moves from one age bracket to the next higher bracket will have to pay the rate of the higher age bracket beginning the January of the year in which the employee moves to the higher age bracket.

18.2.86 Part-Time Employee – Health Plans

Part-time employees in allocated positions of 32 hours or more biweekly (0.40 FTE minimum) shall be eligible to participate in the County's medical, dental and vision plans and the County's contribution toward their premiums shall be pro-rated. Pro-ration shall be based on the number of pay status hours in the pay period, excluding overtime. Employees in allocated positions of fewer than 32 hours biweekly and receiving health benefits prior to June 1, 2010 will be grandfathered and remain eligible to receive pro-rated benefits.

18.3 Employee Assistance Program

The County ~~will continue the current level of benefits under the~~ provides an enhanced Employee Assistance Program (EAP) for law enforcement all represented employees during the term of this Memorandum.

18.4 Long-Term Disability (LTD)

The Association has elected to purchase Long Term Disability benefits ~~from an outside provider~~ offered through PORAC as a part of Association membership. Coverage is mandatory, based upon provider's policy, and premiums will be paid by the employees ~~by~~ through payroll deduction on the first payroll of each month. An amount equivalent to the premium will be paid to the employee, ~~and included in retirement calculations on the pay date the deduction is taken.~~

Should the bargaining unit elect for higher coverage than is currently offered, the higher coverage level will be mandatory for all bargaining unit members, and employees will be responsible for any increase in premiums above \$22.50 per month.

_____The insurance provider will be required to supply the County information on benefits paid to employees. Sick leave accruals may be used to supplement long-term disability benefits according to the plan document.

~~Prior claims under the County's self-insured plan will be processed according to the procedures set forth in the County's plan document.~~

~~The Association will provide to the Human Resources Department a monthly list of applicants and recipients, including a list of approvals and denials, and a copy of any changes to the LTD policy as the changes occur. In addition, the Association agrees that any separately purchased plan shall comply with the County's Transitional Duty Policy, including a requirement that benefits shall cease should an employee refuse a transitional duty assignment.~~

18.4.1 Claims Disputes over LTD

~~A. County Self Insured Plan: Any dispute by an employee over a claim processed under the County's Long Term Disability (LTD) plan shall be first appealed to the Risk Management Division of the Human Resources Department for a final County decision.~~

~~_____ If the dispute remains unresolved to the satisfaction of the employee, the Association may file a grievance on behalf of the employee at the Arbitration Step of this Memorandum's Grievance Procedure for a final and binding decision.~~

~~B. Outside Provider Plan: Employees shall utilize the appeal procedures in the PORAC plan for any dispute regarding new claims under this plan.~~

18.5 Workers' Compensation Claims Disputes

Any dispute by an employee over a claim processed through workers' compensation shall be resolved solely through the appropriate appeal procedures of that system and may not be the subject of a grievance through this Memorandum.

18.5.1 Workers' Compensation Temporary Disability – Supplementing with Paid Leave

An employee not entitled to the benefits of Labor Code Section 4850 who is absent from work by reasons of industrial injury, compensable by temporary disability shall supplement such compensation with enough paid leaves to

increase his/her gross earnings to equal his/her regular biweekly base salary as follows:

- All sick leave shall be taken until the remaining sick leave balance is 40 hours or less.
- Once the sick leave balance is 40 hours or less, the employee may elect to supplement by taking any combination of the remaining sick leave, vacation, and/or compensatory time off up to his/her base salary.
- Employees whose sick leave balance is 40 hours or less may also elect not to supplement at all.

An employee shall accrue vacation leave and sick leave only during such portion of absence from work due to industrial injury for which the employee uses previously earned vacation leave, sick leave or compensatory time off.

18.6 Medical /Pregnancy Disability Leave

When an employee exhausts all but forty (40) hours of sick leave and goes on medical or pregnancy disability leave without pay, the County will make its normal contribution to the employee's medical, dental, vision care, life insurance and LTD benefits for a period not to exceed thirteen (13) pay periods per disability. Beginning with the fourteenth (14th) pay period, the employee will be entitled to continue coverage through COBRA Continuation of Coverage and is responsible for making a timely election and by paying COBRA premiums by the due date ~~the full cost of the insurance premiums~~. Prior to the exhaustion of the thirteen (13) pay periods, the County will provide reasonable advance notice of the employee's obligations regarding the opportunity to continue employee-paid benefits.

An employee who returns to work from medical or pregnancy disability leave without pay prior to the exhaustion of the thirteen (13) pay periods of entitlement under this Article shall not have the thirteen (13) pay period entitlement reduced for any pay period in which the employee is in pay status for at least fifty percent (50%) of the employee's allocated full time equivalent as specified in this Article 18.6 (Medical/Pregnancy Disability Leave). If the employee returns to medical or pregnancy leave without pay for the same condition, the thirteen (13) pay period time frame will continue where it left off

and will be reduced only for those pay periods when the employee's pay status hours fall below fifty percent (50%) of the allocated full-time equivalent.

The County's thirteen (13) pay period Medical Leave without pay benefit entitlement shall run concurrent with Family Medical Leave Act (FMLA), California Family Rights Act (CFRA), and California Pregnancy Disability Leave (CPDL).

~~The employee's eighteen (18) month entitlement under COBRA law shall begin when FMLA/CFRA/CPDL has been exhausted and the employee is no longer eligible for a county contribution toward medical benefits. goes on an unpaid leave, which is less than fifty percent (50%) of the employee's allocated hours. When an the employee returns to work and has at least fifty percent (50%) of the employee's allocated full time equivalent in pay status eligibility for a county contribution toward health benefits is regained. Benefit coverage begins the first of the following month in any pay period and subsequently goes out on Medical or Pregnancy Disability Leave, the eighteen (18) month COBRA time period starts over again. A new eighteen (18) month COBRA period begins again from the pay period in which the employee has a reduction of hours below fifty percent (50%) of the employee's allocated full time equivalent, as this would constitute a new qualifying event under COBRA.~~

18.6.1 ~~Health Benefits During Leaves of Absence — Non-Medical Leaves Without Pay~~ Medical, Dental & Vision Benefits – LWOP or Unpaid Absence

If an employee is on an unpaid absence or goes on leave without pay, either of which reduces the employee's time in pay status to less than 50% of the employee's allocated full-time equivalent position in a pay period, the County will cease to pay its normal benefit contributions. The employee must pay the total health plan premium(s), if the employee desires to continue any coverage. If an employee is on an unpaid absence or goes on leave without pay, either of which reduces the employee's time in pay status to no less than 50% of the employee's regular schedule in a pay period, the County will continue to pay its normal benefit contributions.

18.6.2 Continuation of Health Benefits Coverage

An employee, who is entitled to continued benefit coverage as specified in Article 18.6 (Medical /Pregnancy Disability Leave) and 18.6.1(Health Benefits During Leaves of Absence – Non-Medical Leaves Without Pay), must notify the Auditor-Controller-Treasurer-Tax Collector (ACTTC) no later than five (5) County business days after the first (1st) day of the leave of absence, of the employee's intent to continue insurance coverage. The employee must apply for a leave by completing a Leave of Absence Form.

If the Department authorizes the leave, the Department shall forward the completed Leave of Absence Form to the ACTTC's Office. To assure continued insurance coverage, premiums shall be paid by the employee to the ACTTC's office no later than the last day of the pay period or the date specified in the notice. If the employee fails to pay the premium by the last day of the pay period, he/she will receive one (1) reminder notice. In order to ~~reinstate~~ prevent a lapse in coverage due to non-payment, the employee shall pay a \$25.00 late charge in addition to the premium amount by the date specified in the reminder notice.

Only one (1) reminder notice will be sent. If the employee fails to make proper payment within 30 days of the first due date, to the ACTTC by the end of the second (2nd) pay period, the employee's continued medical, dental, vision, life insurance and LTD coverage shall be terminated. Coverage will not be reinstated until the 1st of the month following return to pay status.

18.6.3 Part-Time Employees – Health Benefits During Leave of Absence

Part-time employees shall be eligible to participate in the medical benefit plans and/or the dental plans on a prorated basis, as defined in Article 18.2.86. For pay periods with no pay status hours, pro-ration shall be based on the employee's FTE. Part-time employees shall be entitled to participate in long-term disability as specified in Article 18.4 (Long-Term Disability).

18.6.4 COBRA

The County ~~will continue to provide~~ insurance continuation of health benefits at group rates plus 2% as required by the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1986, including any applicable subsequent

amendments or revisions where applicable. ~~In the event this Act is rendered inapplicable to the County, either by legislative or judicial action, the County shall, from the effective date of such action, not follow its provisions.~~

18.7 Salary Enhancement Plans

IRS Section 414(h)

All employees who belong to the retirement system shall have their wages adjusted according to Section 414(h)(2) of the Internal Revenue Code, which has the effect of deferring Federal and State income taxes on the employee's retirement contributions.

IRS Section 125

Premium Conversion

The County shall continue, under IRS Code Section 125, to administer a Health Care Premium Conversion Plan that allows eligible employees to make their required contributions towards health premiums with pre-tax dollars through payroll deduction. The County will make no contribution to this plan, however, it will bear the cost of administering this benefit.

~~Benefits eligible for this conversion are premium contributions for group medical, dental and vision benefits and do not constitute any contribution from the County.~~

Health Flexible Spending Account

~~The County shall continue to offer under IRS Code Section 105, a Health Care Reimbursement~~provides a Health Flexible Spending Account (FSA) to enable eligible employees to set aside pre-tax dollars for reimbursement of employee's ~~medical expenses not reimbursed or covered under medical, dental and vision insurance plans. Such expenses include deductible, co-pays, and qualified~~ medical expenses not reimbursed by the employee's health insurance plan and ~~shall be expanded to~~will be provided to the maximum amount stipulated in the Plan and consistent with the law.

Dependent Care Assistance Program

~~The County will continue the Child and~~provides a Dependent Care Assistance Plan~~Program under IRS Code Section 129~~ subject to the limitations and maximums as stipulated under law.

All of these plans will be administered by the County in accordance with applicable Federal and State laws as amended and, as such, are not **subject** to

Article 30 (Grievance Procedure) of the Memorandum.

18.8 Plan Documents and Other Controlling Documents

While mention may be made in this MOU of various provisions of benefit programs, specific details of benefits (including disputes and/or appeals) provided under County offered health plans shall be governed solely by the plan documents or insurance contracts and/or policies maintained by the County. The County will bear no responsibility for resolving disputes/appeals between an employee and a contracted health plan vendor. Within this section, vendor refers to insurance company, Knox-Keene organizations licensed in the state of California to provide health benefits, benefits administration, or network management. Summary Plan Descriptions and evidence of coverages are available on-line on the County's Human Resources webpage.

~~18.9 Long Term Care – Payroll Deduction~~

~~The County agrees that represented employees may purchase CalPERS Long Term Care Insurance at their own expense through bi-weekly payroll deduction as long as the County is eligible to participate in the CalPERS payroll deduction program.~~

~~Each employee is responsible to submit his/her own application and any subsequent membership changes directly to CalPERS, as CalPERS Long Term Care is not a County program or under County direction. CalPERS may directly invoice employees for missed payroll deductions or premiums due prior to start up of payroll deduction.~~

~~18.10 Voluntary Retiree Medical Program~~

~~The parties agree that the County may exercise a re-opener during the term of this agreement to meet and confer on the development of creating 1) a choice of retiree medical benefit plans for all eligible employees, whereas they may elect to participate in the new tier defined contribution plan, and 2) a voluntary employee paid retiree medical savings vehicle (e.g., VEBA).~~

18.9 Health Reimbursement Arrangement (HRA) Contribution

Effective the pay period beginning on December 10, 2013, all eligible full and part-time employees as defined in Article 3.2, enrolled in a County sponsored medical plan will receive a contribution into a Health Reimbursement Arrangement (HRA) and can participate in the HRA plan based on county medical plan enrollment as described herein. Eligible employees who waive medical coverage and are not enrolled in a County sponsored medical plan will

not receive a contribution into the HRA.

For active employees meeting the above eligibility criteria, the County will contribute the amount specified in the table below, per pay status hour to a maximum of 80 hours per biweekly pay period. The County will contribute to eligible part-time employees on a pro-rated basis in accordance with Section 18.2.6.

| <u>Coverage Level</u> | <u>Effective 12/10/2013 – 12/08/2014</u> | | <u>Effective 12/09/2014 - 5/11/2015</u> | | <u>Effective 9/3/2015</u> | |
|-----------------------|--|---------------------------|---|---------------------------|----------------------------|---------------------------|
| | <u>Per Pay Status Hour</u> | <u>Monthly Equivalent</u> | <u>Per Pay Status Hour</u> | <u>Monthly Equivalent</u> | <u>Per Pay Status Hour</u> | <u>Monthly Equivalent</u> |
| <u>EE +1</u> | <u>\$.58</u> | <u>\$ 100</u> | <u>\$.71</u> | <u>\$ 124</u> | <u>\$.97</u> | <u>\$ 169</u> |
| <u>EE +2</u> | <u>\$ 1.73</u> | <u>\$ 300</u> | <u>\$ 2.30</u> | <u>\$ 400</u> | <u>\$ 2.67</u> | <u>\$ 465</u> |

Access to reimbursement under the HRA Plan will become effective December 10, 2013. County contributions pursuant to this article will be available to Plan participants for reimbursement of eligible medical care expenses as incurred by an eligible employee or dependent(s) as defined under Internal Revenue Code Sections 105 and 106.

HRA contributions made pursuant to this article are separate and apart from HRA contributions and benefit eligibility criteria for Retiree Medical for employees hired on or after January 1, 2009, pursuant to Section 19.3. The parties agree that the health benefits in this Article 18 are available only to active employees. The parties agree that the health benefits in this Article 18 are not vested and are subject to negotiations for a successor MOU. The HRA contributions included in this section 18.9 (refer to table above) are part of the status quo for future negotiations.

The County of Sonoma Health Reimbursement Arrangement (HRA) Plan Document will be amended to reflect the above HRA contribution and benefit eligibility criteria for active employees.

The County makes no representations or warranties in regard to the tax treatment of the HRA, including whether any portion of the HRA is taxable by the Internal Revenue Service or the Franchise Tax Board.

18.10 One-Time, Lump Sum, Non-Recurring and Non-Pensionable Contributions

A. On January 15, 2014, for full-time employees enrolled in a County sponsored medical plan, the County shall contribute into each employee's Health Reimbursement Arrangement (HRA), a one-time, lump sum, non-recurring, and non-pensionable payment of one hundred dollars (\$100) plus an

additional one-time, non-pensionable, contribution of seven hundred seventy-two dollars (\$772). For part-time employees enrolled in a County sponsored medical plan, the County shall prorate (on the basis of FTE) these one-time, lump sum non-recurring, and non-pensionable contributions into an HRA.

On January 15, 2014, full-time employees not enrolled in a County sponsored medical plan will receive a one-time, lump sum, non-recurring and non-pensionable contribution of five hundred dollars (\$500) into a Flexible Spending Account (FSA) if allowable under IRS contribution limits. For part-time represented employees not enrolled in a County sponsored medical plan, the County shall prorate (on the basis of FTE) this one-time, lump sum non-recurring, and non-pensionable contribution into an FSA.

B. On August 13, 2014, for full-time employees enrolled in a County sponsored medical plan, the County shall contribute into each employee's Health Reimbursement Arrangement (HRA), a one-time, lump sum, non-recurring, and non-pensionable contribution of one thousand two hundred forty-seven dollars (\$1,247). For part-time represented employees, the County shall prorate (on the basis of FTE) these one-time, lump sum non-recurring, and non-pensionable contribution into an HRA.

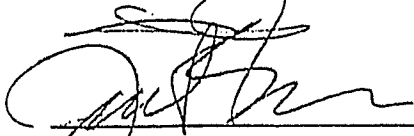
Employees not enrolled in a County-sponsored medical plan shall not be eligible for this any August 13, 2014, one-time, lump sum, non-recurring contribution.

C. On August 12, 2015, for full-time employees enrolled in a County sponsored medical plan, the County shall contribute into each employee's Health Reimbursement Arrangement (HRA), a one-time, lump sum, non-recurring, and non-pensionable payment of one hundred dollars (\$100.00.) plus an additional one-time, non-pensionable, contribution of eight hundred ninety-one dollars (\$891). For part-time represented employees enrolled in a County sponsored health plan, the County shall prorate (on the basis of FTE) these one-time, lump sum non-recurring, and non-pensionable contributions into an HRA.

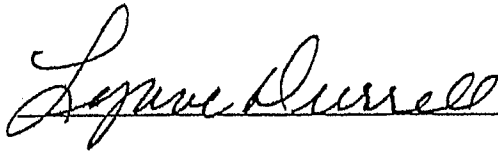
On August 12, 2015, full-time employees not enrolled in a County sponsored medical plan will receive a one-time, lump sum, non-recurring and non-pensionable contribution of five hundred dollars (\$500) into a Flexible Spending Account (FSA), if allowable under IRS contribution limits. On August 12, 2015, for each part-time represented employee not enrolled in a County sponsored medical plan, the County shall prorate (on the basis of FTE) this one-time, lump sum non-recurring, and non-pensionable contribution into an

FSA.

FOR THE COUNTY:

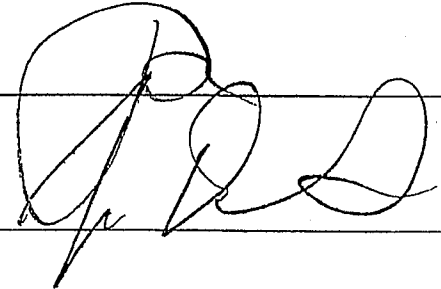


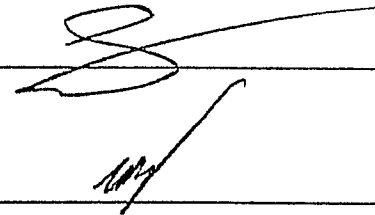
David Allen
Luci Murphy



Date: 11/25/13

FOR DSA:





Date: 11/25/13

COUNTY OF SONOMA

Sonoma County Deputy Sheriffs' Association (DSA)
Bargaining Units: 0046, 0047

TENTATIVE AGREEMENT

NOVEMBER 25, 2013

The County Of Sonoma ("County") and the Deputy Sheriff's Association ("DSA") have negotiated and reached a Tentative Agreement on this provision of the Memorandum of Understanding ("MOU"). No tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the entire comprehensive agreement is subject to ratification by the DSA bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents.

Revise Article 19 as follows:

ARTICLE 19 - MEDICAL BENEFITS FOR FUTURE RETIREES

19.1 Retiree Medical Coverage

Effective June 1, 2009, an eligible retiree and eligible dependent(s) (as defined below) may be enrolled in a County offered medical plan as described in Article 19.2 but is allowed only to enroll either as a subscriber in a County offered medical plan or, as the dependent spouse/domestic partner of another eligible County employee/retiree, but not both. If an employee/retiree is also eligible to cover their dependent child/children, each child will be allowed to enroll as a dependent on only one employee or retirees' plan (i.e., a retiree and his or her dependents cannot be covered by more than one County-offered health plan).

An eligible dependent is (as defined in each plan document/summary plan description):

- Either the retiree's spouse or domestic partner; or
- A child based on your plan's age limits or a disabled dependent child regardless of age.

19.2 County Contribution toward Retiree Medical Plans - Employees Hired Before January 1, 2009

A. Eligibility:

In order to be eligible for this benefit, the retiree must have:

1. Completed at least 10 years of consecutive regular full-time paid County of Sonoma service employment. The equivalent worked or purchased regular part-time County service time can be counted toward the 10 years. However, any miscellaneous purchased service time such as extra help, contract, and leave of absence service time does not count toward this eligibility requirement, and
2. Have been a contributing member of the Sonoma County Employees' Retirement Association (SCERA) for the same time period, and
3. Retire directly from Sonoma County service.
4. Current retirees receiving a County contribution for retiree medical based on eligibility at the time of their retirement who do not meet the 10 year requirement as listed above are grandfathered in at the eligibility at the time of their retirement.
5. County Service-Connected Disability Retirement.
Regular employees hired or rehired after July 1, 1990 but before January 1, 2009 who have less than ten (10) years of service are eligible to receive a County contribution toward the cost of a County offered medical plan for the eligible retiree only, if they:
 - a. Have been a contributing member (or a contribution was made on their behalf) of the Sonoma County Employees' Retirement Association (SCERA) for the period of time they have been employed by the County;
 - b. Have incurred an occupational injury and are granted a service-connected disability retirement from SCERA for that injury; and
 - c. Have received a Permanent Disability Rating equal to or greater than 50% as approved by the California Workers' Compensation Appeals Board and the Sonoma County Board of Supervisors.
6. Laid-Off & Restored Employees.

Employees who were employed by the County prior to January 1, 2009, but who were laid off thereafter shall be eligible for the benefits described in this Article 19.2 provided that they are subsequently restored to County employment, pursuant to Civil Service Rule 11.4, rejoin the County retirement system, and are otherwise eligible for retiree medical benefits under this section. The break in service caused by the layoff shall be bridged upon restoration such that,

although no service time is earned during the break, consecutive service is restored for eligibility for this benefit. To the extent allowed by law they shall not be eligible for the benefits described in Article 19.3 (County Contribution toward Retiree Medical Plans - Employees Hired On or After January 1, 2009 - Effective January 1, 2009).

B. County Contribution

The County shall contribute toward the cost of County offered medical plans for any eligible retiree whether or not the retiree covers eligible dependent(s), the same amount as it contributes toward the cost of County offered medical plans for active unrepresented administrative management employees (bargaining unit 50) in the Salary Resolution, but in no event shall the County contribution fall below \$500 per month. Any additional medical contributions provided only to retirees along with any eligibility requirements to receive those contributions shall be conferred as prescribed in the Salary Resolution. The retiree is responsible for all costs (including premiums) that exceed the total County contribution.

C. Additional Dependents

Retirees eligible under this section, may enroll eligible dependent(s) in the County offered medical plan elected by the retiree but the retiree is responsible for all premium costs in excess of the County's contribution.

19.3 County Contribution toward Retiree Medical Plans - Employees Hired On or After January 1, 2009 - Effective January 1, 2009

For employees hired on or after January 1, 2009, the County shall contribute to a Defined Contribution retiree medical benefit plan for each eligible employee in the form of a deposit into a Health Reimbursement Arrangement (HRA) account, as described below. Any eligible retiree and eligible dependent(s), as defined below, may enroll in a County offered medical plan, but the retiree is responsible for all costs (including County offered retiree medical plan and Medicare Part B premiums).

A. Eligibility

1. An employee must have been a contributing member (or a contribution was made on their behalf) of the Sonoma County Employees' Retirement Association (SCERA) for the eligibility period described below.
2. Regular full-time employees and part-time employees in an allocated position of 0.5 full-time equivalent or greater, hired on or after

January 1, 2009 are eligible to receive a County HRA contribution, if they have completed two (2) full years of consecutive Sonoma County regular service (excluding overtime) in pay status.

3. If an employee separates employment before meeting the eligibility requirement, the employee shall receive no benefit.
4. Laid-Off & Restored Employees.

Employees who were employed by the County on or after January 1, 2009, but who were laid off thereafter shall be eligible for the benefits described in this Article 19.3 provided that they are subsequently restored to County employment, pursuant to Civil Service Rule 11.4, rejoin the County retirement system, and are otherwise eligible for retiree medical benefits under this section. The break in service caused by the layoff shall be bridged upon restoration such that, although no service time is earned during the break, consecutive service is restored for eligibility for this benefit.

B. County Contribution

1. Initial County Contribution:
 - a. On the first pay date following completion of the eligibility requirements, regular full-time employees shall receive a lump sum contribution of \$2,400 deposited into an HRA account established in their name. Thereafter, contributions will be made each pay period based on pay status hours (no more than 80 hours biweekly), not including overtime, per pay period.
 - b. The lump sum contribution amount for regular part-time employees shall be pro-rated based on their allocated position only (e.g., a regular employee in a 0.5 full-time equivalent allocated position will receive a lump sum contribution of \$1,200 deposited into their HRA account).
2. Regular County Contribution:

After the initial contribution (defined above) is made, the County shall contribute \$0.58 per pay status hour (no more than 80 hours biweekly), not including overtime, for each eligible employee. For a full time employee, this equates to approximately \$100 per month or \$1,200 per year, after the initial eligibility period is met.
3. Access to Account Balance:
 - a. Participants may access the balance in their HRA account upon

termination of employment and attainment of age 50 or upon retirement from the Sonoma County Retirement System, whichever is earlier.

- b. Participants may defer accessing the account balance to any time beyond the earliest date described in (a).
- c. Amounts that remain in the account balance are available to reimburse the participant for the same permitted medical expenses for the spouse and any other dependent covered under the retiree medical plan; however, federal regulations do not permit the inclusion of expenses for domestic partners.

4. Survivors of eligible retirees with account balances:

- a. Spouses and eligible dependent children or dependent adults that are disabled may continue to access account balances after the death of the retiree.
- b. Domestic partners are not permitted access to the account balances of the participant by virtue of restrictions in the federal regulations that govern these types of accounts.

5. Forfeiture of account balance:

- a. If an active employee dies prior to retirement, the amount of account balance is available to participating spouses and dependents to reimburse them for medical expenses permitted under the relevant section of the Internal Revenue Code.
- b. Account balances in part or in total for active participants or retirees without any eligible spouse or dependent or unused account balances after the death of the last eligible spouse or dependent will be forfeited and returned to all other active and retired participants in the form of a dividend allocated in direct proportion to the amount to be distributed divided by the total account balance for all participants applied to each individual account balance. These distributions will occur within 120 days after the annual certified audit of the plan is submitted to the administrator and the County.

This benefit will be subject to regulation under section 105(b) of the Internal Revenue Code and subject to revenue rulings for these types of plans as promulgated.

19.4 Surviving Dependent – County Contribution for Employees Hired Before

January 1, 2009

Upon the death of a retiree enrolled in a County offered retiree medical plan, the County will continue to pay the County's contribution toward the medical plan premium costs as follows:

One eligible surviving dependent will be allowed to continue their coverage if the surviving dependent meets each of the following criteria:

- (1) Has been an eligible dependent of a retiree who was eligible to receive a contribution toward a County offered retiree medical plan under Article 19.2 prior to the death of the retiree, and
- (2) Either be enrolled or have waived coverage at the time of the retiree's death.

Any additional surviving eligible dependent(s) enrolled under the retiree's medical plan at the time of the retiree's death, may continue participation in the County offered medical plan but remain responsible for all premium costs in excess of the County's contribution.

19.5 Surviving Dependent – County Contribution for Employees Hired On or After January 1, 2009

Upon the death of a retiree enrolled in the Defined Contribution retiree medical benefit plan (as defined in Article 19.3), an eligible surviving dependent(s) may continue participation in the County offered medical plan but remains responsible for all costs (including premiums).

To be eligible, a surviving dependent must either be enrolled or have a waiver on file with the County, at the time of the retiree's death.

This benefit will be subject to regulation under section 105(b) of the Internal Revenue Code and subject to revenue rulings for these types of plans as promulgated.

19.6 DSA Retiree Medical Trust
Establishment of the Trust

The Association shall establish, or join, a Retiree Medical Trust (DSA RMT or Trust) for past, current and future members of Bargaining Units 46 and 47 (DSA) and Bargaining Unit 43 (DSLEM) and their surviving dependents. The class of eligible DSA RMT participants shall be identified by the Association

with the County's assistance, and the Trust shall be established according to trust documents approved by the Association, without any involvement of the County (beyond the funding obligations herein). The establishment of and participation in the Trust shall be the complete and sole responsibility of the Association. The County shall not have any involvement in its design, its administration or in the benefits paid, nor shall the County have any responsibility for any actions of the Trust or its trustees or of the Association with respect to the Trust. The Association shall ensure that the Trust applies for and secures tax exempt status, including an IRS determination letter, pursuant to Internal Revenue Code provision 501(c)(9) and all other applicable laws and regulations; and the Association shall procure an appropriate Private Letter Ruling(s) (PLR) authorizing the funding of the trust on a tax-favored basis (i.e., that the salary and sick/vacation leave contributions will be made to the Trust on a pre-tax basis) prior to its establishment.

19.6.1 Contributions to the DSA Trust

A. County contribution

Effective the pay period starting on August 11, 2009, for each regular filled DSA position in paid status, the County shall contribute \$10 each pay period to the DSA RMT, through the ~~August 9, 2013~~ December 9, 2015 expiration of the MOU and absent a successor MOU continuing such contribution.

B. Employee contribution

Each regular employee in paid status filling a classification in Bargaining Units 46 and 47 shall have a mandatory pre-tax reduction of \$59.23 per pay period taken from their regular earnings and paid into the DSA RMT. In the event that an employee does not have sufficient earnings to pay the pre-tax reduction in any given pay period, the employee contribution will be made only up to the amount of his or her earnings.

This Article 19.6.1.B is not grievable under the MOU.

19.6.2 Leave accruals paid out at separation/retirement

Effective upon receipt of a PLR regarding the transfers of sick leave and vacation leave into the Trust and an opinion letter (if available) by the State of California Division of Labor Standards Enforcement regarding the payout of vacation (Opinion Letter), the parties shall execute a side letter to this MOU providing that and no earlier than ~~August 9, 2010~~ December 10, 2013, each regular employee filling a classification in Bargaining Units 46 and 47 shall have 50% of their existing payouts of accumulated ~~sick leave and vacation~~ owed to them at the time of retirement ~~at separation from employment~~ go directly into

~~individual accounts in the DSA RMT. The Association shall, in accordance with the PLR, determine what uniform percentage of accumulated sick leave and vacation termination payouts shall be allocated by all members of the bargaining units to be deposited into their individual accounts. This percentage shall be reflected in a side letter to this MOU executed during the term of this MOU.~~

19.6.3 For bargaining unit members hired on or after January 1, 2009, the County contributions to the employees' County HRA account described in Article 19.3, combined with the County contribution to the DSA RMT as described in 19.6.1, constitute the County's entire obligation towards medical benefits upon termination and/or retirement and the parties agree that no other retiree medical benefits exist.

For bargaining unit members hired before January 1, 2009, the County contributions described in Article 19.2, combined with the County contributions to the DSA RMT as described in Article 19.6, constitute the County's entire obligation towards medical benefits upon retirement and the parties agree that no other retiree medical benefits exist.

19.6.4 The Association is solely responsible for obtaining any necessary IRS approvals, and for establishing and administering the DSA RMT, or joining another Retiree Medical Trust. The Association will indemnify, defend and hold harmless the County, its agents, officers, and employees, against any and all claims or legal proceedings regarding the Trust's establishment. If the Association establishes the Trust, then to the extent permitted by law and the IRS, the Trust will indemnify, defend and hold harmless the Association and the County, its agents, officers, and employees, against any and all claims or legal proceedings regarding the operation of the Trust. In the event that inclusion of such a provision compromises the ability of the Trust to secure the requisite tax exempt status, the indemnity, defense and hold harmless provision shall not be incorporated into the Trust document. If the Association joins another Retiree Medical Trust, the Association shall make all reasonable efforts to procure indemnification language related to the operation of the Trust on behalf of the Association and the County.

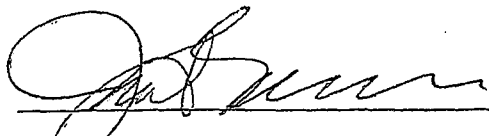
19.6.5 In the event that any court, arbitrator, administrative agency, or other tribunal of competent jurisdiction determines that any of the contributions described in Article 19.6.1 are to be included in calculating the County's contribution toward retiree medical insurance for any retiree(s), then the contributions described in Article 19.6.1 shall be held in abeyance and the parties shall meet and confer


on the matter to preserve the intent of the parties in an attempt to reach an agreement to preserve the benefits negotiated in Article 19.6.1.


19.6.6 In consideration for the benefits provided in Article 19.6, the Association on behalf of itself and its members/survivors waives any cause of action based on County conduct regarding retiree medical benefits from April 1, 2007 through date of adoption by the BOS of the DSA/DSLEM MOUs. Unless compelled by operation of law, the Association further agrees it will not initiate, financially support, or participate in any grievances, claims, demands, or suits against the County resulting from or in connection with the matters described herein.

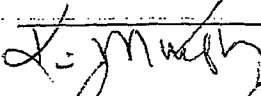
19.6.7 The DSA RMT will require eligible bargaining unit retirees to sign an agreement as part of their participation in the Trust, which will include statements that (1) the participant waives any cause of action against the County or the Association regarding changes to retiree medical benefits from April 1, 2007 through the date of adoption by the BOS of the 2008-2010 DSA/DSLEM MOUs; and (2) the participant understands that the benefits identified in DSA Article 19.6.3 (DSLEM Article 6.6.3) constitute the County's entire obligation towards post-employment medical benefits and no other post-employment medical benefits exist. The parties agree to continue discussing this section to address concerns raised by DSA with IRS regulation compliance.

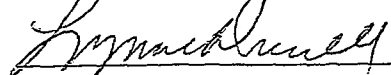
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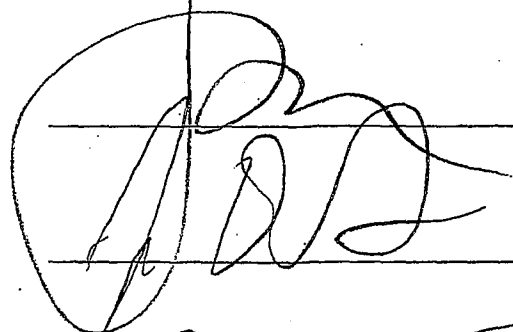








11/25/13

FOR DSA:







Date: _____

Date:

11/25/12

COUNTY OF SONOMA

Sonoma County Deputy Sheriffs' Association (DSA)
Bargaining Units: 0046, 0047

TENTATIVE AGREEMENT

November 25, 2013

The County Of Sonoma ("County") and the Sonoma County Deputy Sheriff's Association ("DSA") have negotiated and reached a Tentative Agreement on this provision of the Memorandum of Understanding ("MOU"). No tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the entire comprehensive agreement is subject to ratification by the DSA bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents.

Revise Article 20 as follows:

ARTICLE 20 - HOLIDAYS

20.1 Paid Holidays - Paid

~~Paid holidays shall be authorized for regular full time and part time employees. To be entitled to pay for such paid holidays, an employee must be in pay status~~
The County shall provide full-time and part-time County employees the following paid holidays provided that the employee is in paid status on the employee's regularly scheduled workdays before and after the holiday.

20.2 Holidays - Scheduled Holidays

- (1) New Year's Day, January 1_{st}
- (2) Martin Luther King's Birthday, the third Monday in January
- (3) Lincoln's Birthday, February 12_{th}*
- (4) President's Day (The 3rd Monday in February)
- (5) Memorial Day (The last Monday in May)
- (6) Independence Day, July 4th*
- (7) Labor Day, ~~(the~~ first Monday in September)
- (8) Veteran's Day, November 11
- (9) Thanksgiving Day, as designated by the President
- (10) The day following Thanksgiving Day
- (11) Christmas Day, December 25_{th}*

(12) Each day formally recognized by the Board of Supervisors of the County of Sonoma as a day of mourning, thanksgiving or special observance.

* Date Specific Holidays

~~20.3 Floating Holiday~~

~~In lieu of an additional holiday, each employee who is in pay status both the last working day of June and the first working day of July shall be granted eight (8) hours of compensatory time each fiscal year of the agreement. The floating holiday may be taken as time off on a day mutually agreeable to the employee and the employee's department head, or may be accumulated as provided by this Memorandum. Each part time employee shall be entitled to a prorated number of hours as defined by Article 20.7 below.~~

Elimination of Former Section 20.3: Floating Holiday

The parties agree that all eight (8) Floating Holiday hours (formerly Section 20.3 of the MOU) will be eliminated effective upon approval of the DSA MOU by the Board of Supervisors.

Floating holiday hours accrued prior to the elimination of the provision will remain in the employee's Compensatory Bank. Such compensatory time may be taken off on a day mutually agreeable to the employee.

20.4 Holiday - Day Observed

If a ~~scheduled~~ date specific holiday listed in 20.2 falls on a Saturday, the preceding Friday shall be the County observed holiday. If a ~~scheduled~~ date specific holiday listed in 20.2 falls on a Sunday, the following Monday shall be the observed holiday. All other ~~scheduled~~ date specific holidays shall be observed on the date specified in Article 20.2.

20.5 Holiday - Compensation for Holidays

A full-time employee whose assigned work schedule includes neither the scheduled holiday nor the observed holiday, shall receive 8 hours of compensatory time. All other full-time employees whose regular assigned work schedule includes either the scheduled holiday or the observed holiday shall receive 8 hours at their base hourly rate of pay.

20.6 Holiday Compensation for Holidays - Day Worked

An employee who actually works on either the scheduled holiday or the observed holiday shall be entitled to overtime compensation for the hours actually worked. An employee who works on both the scheduled holiday and the observed holiday shall elect which day shall be at overtime. However, only one day shall be at overtime.


20.7 Holiday - Part-time Employees


Any part-time employee shall, for each holiday in the pay period, receive holiday pay equivalent to 1/10 of an hour for each hour regularly scheduled to be worked based on the employee's ongoing work schedule. If the employee's total hours in pay-paid status (excluding the holiday benefit) exceed the hours regularly scheduled to be worked, the employee shall receive holiday pay equivalent to 1/10 of an hour for each hour in pay status (excluding the holiday benefit).

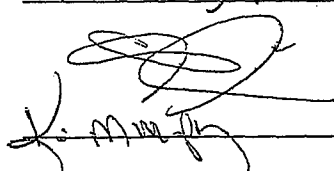
20.8 Holiday Pay Maximum

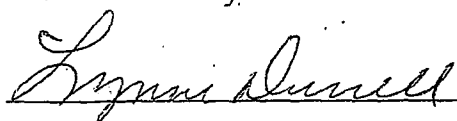
Holiday pay shall not exceed 8 hours for each holiday.

FOR THE COUNTY:

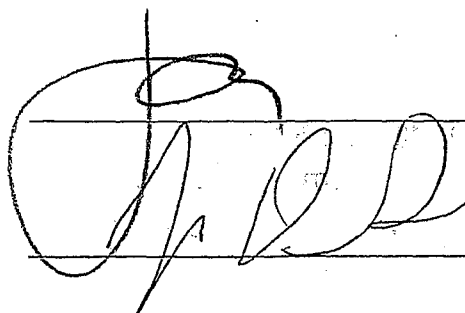


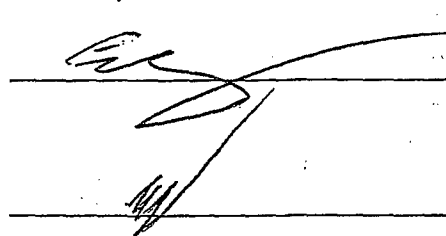






FOR DSA:





Date: _____

11/25/13

Date: _____

11/25/13

COUNTY OF SONOMA

Sonoma County Deputy Sheriffs' Association (DSA)
Bargaining Units: 0046, 0047

TENTATIVE AGREEMENT

November 25, 2013

The County Of Sonoma ("County") and the Sonoma County Deputy Sheriff's Association ("DSA") have negotiated and reached a Tentative Agreement on this provision of the Memorandum of Understanding ("MOU"). No tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the entire comprehensive agreement is subject to ratification by the DSA bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents.

Revise Article 21 as follows:

ARTICLE 21 - VACATION

21.1 Maximum Accumulation

Each employee shall accrue and may use vacation leave with full pay providing that the maximum accumulation shall be no more than as specified in Article 21.3.

21.2 Part-time Employees

Part-time employees shall accrue vacation leave on a prorata basis. Usage and accrual shall be governed by the same rules and regulations applicable to full-time employees.

21.3 Accrual

Non-Supervisory

Each non-supervisory employee who has completed the following in-service hours shall accrue vacation leave at the appropriate rate shown below. In-service hours include all hours in pay status excluding overtime. Rates shown below will be adjusted to reflect any unpaid time in each pay period.

| <u>Years of Completed Full-Time Service</u> | <u>In-service Hours of Completed Service</u> | <u>Rate for 80 In-service Hours per Pay Period</u> | <u>Maximum Accumulated Hours</u> |
|---|--|--|----------------------------------|
| 0 through 2 | 0 to 4174.2 | 3.07 | 300 |
| 2 through 5 | 4174.3 to 10435.6 | 3.68 | 300 |
| 5 through 10 | 10435.7 to 20871.2 | 4.60 | 300 |
| 10 through 15 | 20871.3 to 31306.8 | 5.83 | 300 |
| 15 through 20 | 31306.9 to 41742.4 | 6.44 | 300 |
| 20 through 25 | 41742.5 to 52178.0 | 7.05 | 300 |
| 25 or greater | 52178.1 or more | 7.36 | 300 |

Supervisory Unit

Each supervisory employee who has completed the following in service hours shall accrue vacation leave at the appropriate rate shown below. In service hours include all hours in pay status excluding overtime. Rates shown below will be adjusted to reflect any unpaid time in each pay period.

| <u>Years of Completed Full-Time Service</u> | <u>In-service Hours of Completed Service</u> | <u>Rate for 80 In-service Hours per Pay Period</u> | <u>Maximum Accumulated Hours</u> |
|---|--|--|----------------------------------|
| 0 through 2 | 0 to 4174.2 | 3.07 | 310 |
| 2 through 5 | 4174.3 to 10435.6 | 3.68 | 310 |
| 5 through 10 | 10435.7 to 20871.2 | 4.60 | 310 |
| 10 through 15 | 20871.3 to 31306.8 | 5.83 | 310 |
| 15 through 20 | 31306.9 to 41742.4 | 6.44 | 310 |
| 20 through 25 | 41742.5 to 52178.0 | 7.05 | 310 |
| 25 or greater | 52178.1 or more | 7.36 | 310 |

Upon implementation of the Human Resources Management System (HRMS), the following accrual rates will apply:

Non-Supervisory

Each non-supervisory employee who has completed the following in-service hours shall accrue vacation leave at the appropriate rate shown below. In-service hours include all hours in pay-paid status excluding overtime. Rates shown below will be adjusted to reflect any unpaid time in each pay period.

| <u>Years of Completed Full-Time Service</u> | <u>In-service Hours of Completed Service</u> | <u>Rate for 80 In-service Hours per Pay Period</u> | <u>Maximum Accumulated Hours</u> |
|---|--|--|----------------------------------|
| 0 through 2 | 0 to 4,173 | 3.07 <u>3.38</u> | 300 |
| 2 through 5 | 4,174 to 10,434 | 3.68 <u>3.99</u> | 300 |
| 5 through 10 | 10,435 to 20,870 | 4.60 <u>4.91</u> | 300 |
| 10 through 15 | 20,871 to 31,305 | 5.83 <u>6.14</u> | 300 |
| 15 through 20 | 31,306 to 41,741 | 6.44 <u>6.75</u> | 300 |
| 20 through 25 | 41,742 to 52,177 | 7.05 <u>7.36</u> | 300 |
| 25 or greater | 52,178 or more | 7.36 <u>7.67</u> | 300 |

Supervisory Unit

Each supervisory employee who has completed the following in-service hours shall accrue vacation leave at the appropriate rate shown below. In-service hours include all hours in pay-paid status excluding overtime. Rates shown below will be adjusted to reflect any unpaid time in each pay period.

| <u>Years of Completed Full-Time Service</u> | <u>In-service Hours of Completed Service</u> | <u>Rate for 80 In-service Hours per Pay Period</u> | <u>Maximum Accumulated Hours</u> |
|---|--|--|----------------------------------|
| 0 through 2 | 0 to 4,173 | 3.07 <u>3.38</u> | 310 |
| 2 through 5 | 4,174 to 10,434 | 3.68 <u>3.99</u> | 310 |
| 5 through 10 | 10,435 to 20,870 | 4.60 <u>4.91</u> | 310 |
| 10 through 15 | 20,871 to 31,305 | 5.83 <u>6.14</u> | 310 |
| 15 through 20 | 31,306 to 41,741 | 6.44 <u>6.75</u> | 310 |
| 20 through 25 | 41,742 to 52,177 | 7.05 <u>7.36</u> | 310 |
| 25 or greater | 52,178 or more | 7.36 <u>7.67</u> | 310 |

21.4 Reappointment

Each employee with ~~40,435.6~~ (10,435, effective with HRMS) in-service hours (five or more years) who resigned in good standing and is re-appointed within two years, shall be credited with ~~4,174.2~~ (4,174, effective with HRMS) in-service hours (two years) for purposes of new vacation accrual.

Each employee who is laid off and who is re-appointed within two years shall be credited for vacation accrual purposes with the same number of in-service hours as the employee had accrued at the time of lay-off.

21.5 Vacation Schedules

Vacation schedules shall be arranged by department heads with particular regard to the needs of the service, and whenever possible, with regard to the wishes of the employee. Every effort shall be made to arrange vacation schedules so that each employee will take as much vacation in each year as accrues to the employee in that year. Each employee's vacation time may be so divided as the needs of the service require or permit. No employee may take vacation without advance approval of the department head. No employee may take vacation leave in advance of that actually accumulated at the time such leave is taken.

21.6 Payment for Unused Vacation

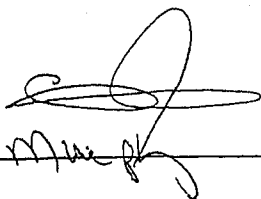
Each employee who is separated from the County service shall be entitled to payment in lieu of all unused vacation leave which the employee may have accumulated as of the employee's last day of work and shall be computed on the basis of such employee's base hourly rate at the time of separation. See Article 19, Section 19.6.2 for provisions on payout of 50% of accumulated vacation to Retiree Medical Trust accounts at retirement.

~~21.7 Vacation Buy Back~~

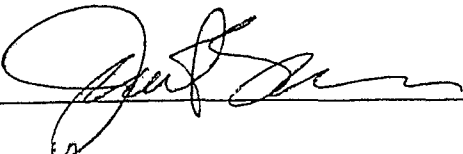
~~Each employee may request, and receive vacation buyback payment at their base hourly rate during any pay period. A maximum of eighty (80) hours may be purchased in a (twelve) 12 month period, and a minimum of (eighty) 80 hours must remain in the employee's accrued balance after purchase.~~

FOR THE COUNTY:

FOR DSA:

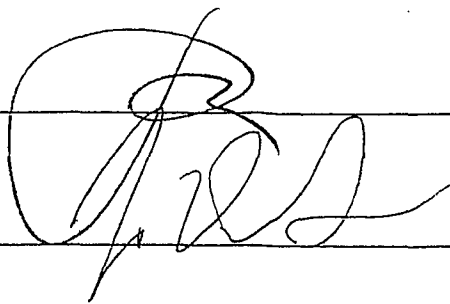


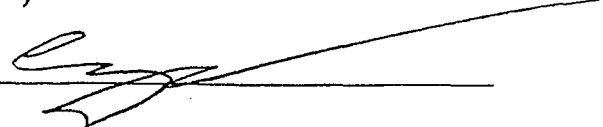
Paul Allen



Lynne Russell

Date: 11/25/13







Date: 11/25/13

COUNTY OF SONOMA

Sonoma County Deputy Sheriffs' Association (DSA)
Bargaining Units: 0046, 0047

TENTATIVE AGREEMENT

November 25, 2013

The County Of Sonoma ("County") and the Deputy Sheriff's Association ("DSA") have negotiated and reached a Tentative Agreement on this provision of the Memorandum of Understanding ("MOU"). No tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the entire comprehensive agreement is subject to ratification by the DSA bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents.

Revise Article 22 as follows:

ARTICLE 22 - SICK LEAVE AND FAMILY LEAVE

22.1 Sick Leave Accrual

Each full-time employee shall accrue and accumulate sick leave at the rate of 3.680 in-service hours for each completed eighty-hour pay period of service. In-service hours include all hours in pay status excluding overtime. This accrual rate shall be adjusted to reflect any unpaid time in each pay period. Part-time employees shall be eligible to receive sick leave on a pro rata basis. Usage and accrual of said benefits shall be governed by the same rules and regulations applicable to full-time employees.

22.2 Sick Leave Use

Earned sick leave credits may, with the approval of the department head, be used by the employee:

- a. During the employee's own incapacity due to illness or injury.
- b. During the time needed by the employee to undergo medical or dental treatment or examination.
- c. During a pregnancy leave in which the female employee is incapacitated due to the imminent or actual birth of a child. When a woman employee is disabled by pregnancy, which means that in the opinion of her health care

provider, she is unable because of pregnancy to work at all or is unable to perform any one or more of the essential functions of her job or to perform these functions without undue risk to herself, the successful completion of her pregnancy, or to other persons.

- d. When a child, stepchild, spouse or spouse's parent, or domestic partner, being a member of the employee's household or a person for whom the employee is entitled to a Federal Income Tax dependent exemption, or the employee's parent, is incapacitated by illness or injury and it is necessary for the employee to care for such child, stepchild, spouse, parent of the employee or spouse, or domestic partner. (Parent for purposes of this section is defined as biological, foster, or adoptive parent, stepparent, a legal guardian or other person who stood in loco parentis to the employee when the employee was a child. A biological or legal relationship is not necessary for a person to have stood in loco parentis to the employee as a child.) Sick leave under this paragraph (d) shall not exceed 48 scheduled work hours per occurrence unless extended by joint action of the employee's department head and the Director of Human Resources by reason of exceptional hardships.

22.3 Sick Leave Documentation

~~A signed affirmation~~ medical certification for sick leave may be required for each use of such sick leave. Reasonable medical evidence ~~certification~~ of incapacity may be required for sick leave use of 48 hours or less duration, and shall be required for sick leave use of more than 48 hours duration.

~~22.4 Sick Leave Conversion~~

~~Employees with sick leave balances may convert to cash or compensatory time:~~

| <u>Hours of Sick Leave Used</u> | <u>Maximum Hours of Conversion</u> |
|---------------------------------|------------------------------------|
| 0 to 8.0 | 24.0 |
| 8.01 to 12.0 | 22.0 |
| 12.01 to 16.0 | 18.0 |
| 16.01 to 24.0 | 16.0 |
| 24.01 to 30.0 | 14.0 |
| 30.01 to 36.0 | 12.0 |
| 36.01 to 40.0 | 8.0 |
| 40.01 or more | None |

~~A balance of 80 hours sick leave must remain in accrual after conversion. Measurement of use is based on the 26 pay periods paid in the prior calendar year. Conversion shall be exercised during the second pay period in January of each calendar year and shall be based on the sick leave balance at the end of the first full pay period of the preceding December. Employee must be in pay status or on an approved leave during the second pay period in January to exercise this option.~~

~~22.5~~ 22.4 Sick Leave Payoff/Conversion at Regular Retirement

~~a. Sick Leave Payoff~~

~~Each employee who separates from County service voluntarily or by non-duty related death, lay off, or retirement for reason other than disability, shall be entitled to payment of the monetary equivalent of 25% of all unused sick leave remaining to such employee's credit as of the time of separation, computed on the basis of such employee's base hourly pay.~~

~~b. Sick Leave Conversion at Retirement~~

~~Each employee who separatesseparating from County service on regular, non-disability retirement only shall have the option of converting one hundred percent (100%) of all unused sick leave remaining to each employee's credit at the time of retirement to retirement service credit as provided by Government Code Section 31641.03. This benefit will be implemented by the Board of Supervisors through an amending ordinance to include eligible employees in the bargaining units represented in this Memorandum of Understanding under the provisions of Ordinance 3807.~~

~~The provisions of this section shall not be used in conjunction with Section 22.5.a. (Sick Leave Payoff) of this MOU.~~

22.5 Sick Leave – Payoff at Regular Retirement

For each employee who separates from County service on regular non-disability retirement, who reaches 100% of retirement benefit allowed by law, and who is prevented by law from converting some or all of the employee's remaining unused sick leave to service credit under section 22.4 (Sick Leave – Conversion at Regular Retirement), the County shall pay the monetary equivalent of twenty-five percent (25%) of all unused sick leave remaining to such employee's credit at the time of separation, computed on the basis of the employee's base hourly rate.

22.6 Sick Leave – Distribution at Non-Duty Related Death or Layoff

The County shall pay each employee who separates from County service by death (non-duty related) or layoff, the monetary equivalent of twenty-five percent (25%) of all unused sick leave remaining to such employee's credit as of the time of separation, computed on the basis of the employee's base hourly pay.

22.622.7 Sick Leave Payoff-Distribution at Disability Retirement or Duty Related Death

The County shall pay Each employee separated from County service by a disability retirement for disability or duty related death shall be entitled to payment at such employee's base hourly rate for all unused sick leave remaining to such employee's credit as of the time of separation or duty related death. This Section shall not apply to an employee separated from County service by a service retirement. The County shall not pay an employee under this Section for any sick leave hours donated to the employee by other employees under a catastrophic leave benefit.

22.722.8 Family Care & Medical Leave

22.78.1 Each eligible employee is entitled to Family and Medical Leave as provided by the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA), as amended. The leaves under FMLA and CFRA run concurrently as provided by law.

22.8.2 FMLA/CFRA Eligibility

To be eligible for family care and medical leave, on the date on which the leave is to begin, a full-time or part-time employee must have been employed by the County for at least with more than twelve (12) months, which need not be consecutive, and have actually worked of County service and at least one thousand two hundred and fifty (1,250) hours actually worked during the previous twelve (12) month period immediately preceding the commencement of the leave. In some circumstances, an extra help employee may be eligible for Family and Medical Leave.

22.8.3 Family Care and Medical Leave Entitlement

Subject to the provision of this MOU, County policy, and state and federal law, including the federal FMLA and the CFRA, an eligible employee is entitled to a total of twelve (12) workweeks of unpaid leave during any twelve (12) month period for any one or more of the following reasons:

22.8.3.1 The birth of a child and to care for the newborn child (FMLA and CFRA):

22.8.3.2 The placement with the employee of a child for adoption or foster care and care for the newly placed child (FMLA and CFRA):

22.8.3.3 To care for the employee's child, parent, spouse, or domestic partner (CFRA only) who has a serious health condition. (Child is defined as biological, adopted, or foster child, stepchild, legal ward, or child of a person standing in loco parentis who is under 18 years of age or an adult dependent child. Parent is defined as biological, foster or adoptive parent, stepparent, or legal guardian. Parent does not include a parent-in-law.)

22.8.3.4 Because of an employee's own serious health condition that makes the employee unable to perform the functions of the employee's position, except for disability on account of pregnancy, childbirth, or related medical conditions, which is covered by pregnancy disability leave. (Pregnancy disability counts toward only California Pregnancy Disability Leave (PDL) and FMLA leave.)

22.8.3.5 Because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a U.S. National Guard or Reserve member on active duty (or has been notified of an impending call or order to active duty status) in support of a contingency operation (FMLA only).

The twelve (12) month period for FMLA/CFRA purposes is determined by a "rolling" twelve (12) month period measured backwards from the date an employee first uses FMLA/CFRA leave.

22.8.4 Family Care And Medical Leave To Care For A Covered Service member With A Service Injury Or Illness

Subject to the provisions of this MOU, County policy, and state and federal law, including the FMLA, an eligible employee may take FMLA leave to care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the service member.

22.8.4.1 An eligible employee's entitlement under Section 22.8.4 is limited to a total of twenty-six (26) workweeks of leave during a single 12-month period to care for a covered service member with a serious injury or illness. The "single 12-month period" in which the 26-weeks-of-leave-entitlement described in this begins on the first day an employee takes leave to care for the covered service member.

22.8.4.2 During the "single 12-month period" described above, an eligible employee's FMLA leave entitlement is limited to a combined total of twenty-six (26) workweeks of FMLA leave for any qualifying reason.

22.8.5 Pay Status And Benefits

22.8.5.1 Except as provided in this Article, the family care and medical leave will be unpaid. The County will, however, continue to provide County contributions toward the health plan premium during the period of family care and medical leave for up to twelve (12) work weeks on the same basis as coverage would have been provided had the employee not taken family care and medical leave. The employee will be required to continue to pay the employee's share of premiums payments, if any.

22.8.5.2 Nothing in this Section shall preclude the use of medical or pregnancy disability leave in Section 18.6.1 (Medical/Pregnancy Disability Leave) when the employee is medically incapacitated or disabled. If an employee does not qualify for continued benefits under this Section 22.8 or Section 18.6.1 (Medical/Pregnancy Disability Leave) and the employee wishes to continue benefit coverage, then Section 18.6.2 (Continuation of Health Benefits Coverage) applies.

22.8.6 Relationship Of Family Care And Medical Leave To Other Leaves

Any leave of absence that qualifies as family care and medical leave and is designated as family care and medical leave will be counted as running concurrently with any other paid or unpaid leave to which the employee may be entitled for the same qualifying reason. Section 22.8.14 identifies accrued paid leave which an employee may be required to use concurrently with unpaid family care and medical leave.

22.8.7 Relationship To Pregnancy Disability Leave

The family care and medical leave provided under this section is in addition to any leave taken on account of disability due to pregnancy, childbirth, or related medical conditions for which an employee may be qualified under state law.

22.8.8 Notice To The County

22.8.8.1 The employee must provide written notice to the County as far in advance of the leave as possible and as soon as the employee reasonably knows of the need for the leave. If the need for the leave is foreseeable based on an expected birth, placement of a child for adoption or foster care or planned medical treatment, the notice must be provided at least 30 calendar days in advance of the leave, or if not reasonably known 30 calendar days before the leave, then as soon as reasonably practicable.

22.8.8.2 The written notice must inform the County of the reasons for the leave, the anticipated duration of the leave and the anticipated start of the leave.

22.8.8.3 The employee shall consult with the County and make a reasonable effort to schedule any planned medical treatment or supervision so as to minimize disruption to department operations.

22.8.9 Medical Certification

22.8.9.1 An employee's request for family care and medical leave to care for a child, a spouse, or a parent who has a serious health condition shall be supported by a certification issued by the health care provider of the individual requiring care. If additional leave is required after the expiration of the time originally estimated by the health care provider, the employee shall provide the County with recertification by the health care provider.

22.8.9.2 An employee's request for family care and medical leave because of employee's own serious health condition shall be supported by a certification issued by the employee's health care provider.

22.8.9.3 As a condition of an employee's return from leave taken because of the employee's own serious health condition, the employee is required to obtain certification from the employee's care provider that the employee is able to resume work.

22.8.9.4 Employees are required to use the medical certification forms available from the County Human Resources Department to meet the certification and recertification requirements of this section.

22.8.10 County's Response To Leave Request

It is the County's responsibility to designate leave, paid or unpaid, as family and medical leave-qualifying and to notify the employee of the designation.

22.8.11 Dual Parent Employment

Where both parents are County employees, allowable leave for the birth, adoption, or foster care placement of a child or the care of an employee's ill parent is limited to a total of twelve (12) work weeks in a 12-month period between the two employees. Their family care and medical leave entitlement is not limited or combined for any other qualifying purpose.

22.8.12 Employee's Status On Returning From Leave

Except as provided by law, on return from family care and medical leave, an employee is entitled to be returned to the same or equivalent position the employee held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. An employee has no right to return to the same position. Use of family care and medical leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee's FMLA/CFRA leave.

22.8.13 FMLA/CFRA Procedures, Definitions, and Forms

A description of the required process and procedures to follow for intermittent leave and reduced leave schedules, forms to use when

requesting family care and medical leave, and applicable definitions are included in the County Medical Leave Policy and found on the County Human Resources Department website, and are available from the Human Resources Department.

22.8.14 Leaves of Absence Without Pay Usage Reference Table

Employees will be required to use accrued paid leaves before a leave of absence without pay as shown in the following table:

| <u>MOU Section</u> | <u>Sick</u> | <u>Vacation</u> | <u>CTO</u> | <u>Comment</u> |
|---|--|-----------------|------------|---|
| <u>Section 22.2 (a) During the employee's own incapacity due to illness or injury.</u> | <u>Yes. You may keep 40 hrs.</u> | <u>No</u> | <u>No</u> | |
| <u>Section 22.2 (b) During the time needed by the employee to undergo medical or dental treatment or examination.</u> | <u>Yes. You may keep 40 hrs.</u> | <u>No</u> | <u>No</u> | |
| <u>Section 22.2 (c) When a woman employee is disabled by pregnancy.</u> | <u>Yes. You may keep 40 hrs.</u> | <u>No</u> | <u>No</u> | |
| <u>Section 22.2 (d) When a child, spouse, or domestic partner of an employee, who is a member of the employee's household or a person for whom the employee is entitled to a Federal Income Tax dependent exemption, or the employee's parent or any family member as defined in the FMLA/CFRA is incapacitated by illness/injury and the employee must care for him/her.</u> | <u>Yes. Up to 48 hours. (You may keep 40 hrs.)</u> | <u>Yes</u> | <u>Yes</u> | <u>You may keep 40 hours in any combination of Vacation & CTO</u> |
| <u>Section 22.7.3 Non-sick FMLA/CFRA qualifying event (e.g., child bonding leave)</u> | <u>No</u> | <u>Yes</u> | <u>Yes</u> | <u>May keep 40 hrs. Any combination of Vacation and CTO.</u> |
| <u>Undisclosed reason or extended vacation</u> | <u>No</u> | <u>Yes</u> | <u>Yes</u> | <u>May keep 40 hrs. Any combination of Vacation and CTO.</u> |

22.8.15 This Section 22.8 shall be interpreted as the legal minimum family care and medical leave available to eligible employees. The County may grant additional leave without pay under this Section (22.8) provided it is consistent with the applicable provisions of the Sonoma County Civil Service Rules, County leave policies, and other provisions of this memorandum.

~~Reasons for the Family and Medical Leave may be the birth or adoption of a child or the placement of a foster child (within one year of the event) or a serious health condition of a child, spouse, parent, or the employee's own serious health condition. Child is defined as a biological, adopted or foster child, stepchild, legal ward or child of a person standing in loco parentis who is under 18 years of age or an adult dependent child. Spouse is defined as a partner in marriage as defined in Civil Code Section 4100. Parent is defined as a biological, foster or adoptive parent, stepparent or legal guardian (does not include a parent in-law). If both parents are County employees, the aggregate Family Leave may be limited to twelve (12) work weeks during a twelve (12) month period. This limitation does not apply to leave taken by one spouse to care for the other, to care for a seriously ill child or for the employee's own serious health condition. Under those circumstances, each of the employees would be entitled to twelve (12) weeks of Family and Medical Leave.~~

~~The appointing authority may grant such Leave Without Pay which qualifies as FMLA/CFRA Leave in addition to the paid sick leave provided for in Article 22.2 upon submission of reasonable documentation. If the employee requests a paid or unpaid leave of absence for any reason which qualifies under CFRA/FMLA, the County shall designate that the requested leave of absence run concurrently with the employee's CFRA/FMLA entitlement. Prior to going on Leave Without Pay, which qualifies under CFRA/FMLA, an employee may be required to use certain accrued paid leave time.~~

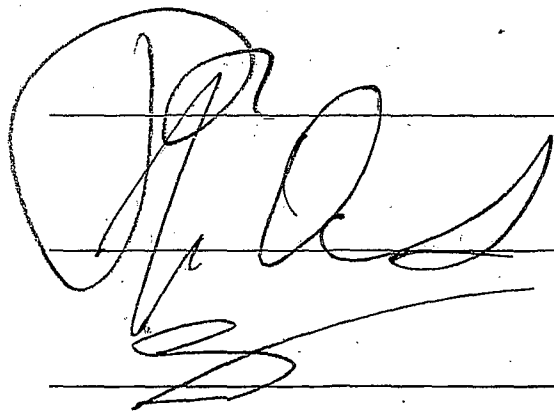
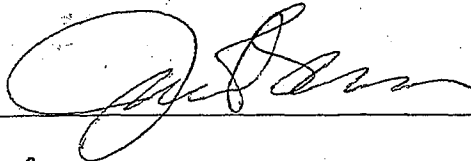
~~The County shall continue its contribution towards the health plan premium for up to twelve (12) workweeks of the leave. Nothing in this Section shall preclude the use of medical or pregnancy disability leave in Section 18.10 when the employee is medically incapacitated or disabled. If an employee does not qualify for continued benefits under this Section 22.7 or Section 18.10 and the employee wishes to continue benefit coverage, then Section 18.9 (County Contributions for Benefits During Unpaid Absence or Leave Without Pay) applies.~~

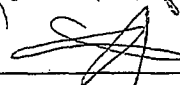
~~If the event necessitating Family and Medical Leave becomes known to the employee more than thirty (30) calendar days prior to the employee's need for the leave, the employee shall provide thirty (30) days written advance notice to the appointing authority. If the event becomes known to the employee less than thirty (30) days prior to the employee's need for a leave, the employee shall provide as much written advance notice as possible, and, at a minimum, a written notice no less than five (5) working days from learning of the event. If the event necessitating the leave is an emergency or is otherwise unforeseeable, the employee shall provide as much written advance notice as possible. If the leave is for a planned medical treatment, the employee must make a reasonable effort to schedule the treatment to avoid disruption of departmental operations.~~

~~This provision shall be interpreted as the legal minimum Family and Medical Leave available to eligible employees. The appointing authority may grant additional leave without pay under this Section (22.7) provided it is consistent with the applicable provisions of the Sonoma County Civil Service Rules, County leave policies, and other provisions of the memorandum.~~

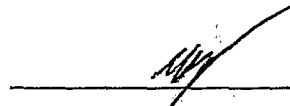
FOR THE COUNTY:

FOR DSA:



David Allen
Ki Murray


Lynne Durrell



Date: 11/25/13

Date: 11/25/13

COUNTY OF SONOMA

Sonoma County Deputy Sheriffs' Association (DSA)

Bargaining Units: 0046, 0047

TENTATIVE AGREEMENT

JULY 17, 2013

The County Of Sonoma ("County") and the Deputy Sheriff's Association ("DSA") have negotiated and reached a Tentative Agreement on this provision of the Memorandum of Understanding ("MOU"). No tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the entire comprehensive agreement is subject to ratification by the DSA bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents.

Revise Article 29 as follows:

ARTICLE 29 - STAFF DEVELOPMENT

29.1 Staff Development

The County and Association agree that the County retains full authority to determine training needs, resources that can be made available, and the method of payment for training authorized by the County. Nothing in this subsection shall preclude the right of an employee to request specific training.

29.2 Staff Development Benefit Allowance Program

The Department of Human Resources shall develop, modify, implement and administer administrative/programmatic guidelines to remain in compliance with federal and/or state law, and all County policies and procedures, based on the County's Staff Development Benefit Allowance Program Administrative Manual

Full-time and part-time (0.40 FTE and above) employees in regular allocated positions are eligible for the Staff Development Benefit Allowance.

An eligible employee may request reimbursement for eligible expenses, upon approval of the appointing authority, and as defined in the County's Staff Development Benefit Allowance Administrative Program Manual.

29.2.1 Staff Development Benefit Allowance – Amounts

As specified in the chart below, full-time and part-time eligible

employees shall be entitled to the following annual benefit amounts:

| Bargaining Unit | Full time | | Part time | |
|------------------------------|-----------|-----------|-----------|-----------|
| | Allowance | Carryover | Allowance | Carryover |
| Non-supervisory (0046) | \$400 | \$150 | \$200 | \$100 |
| Supervisory (0047) | \$540 | \$250 | \$270 | \$100 |
| Physical Fitness/Wellness | \$350 | \$0 | \$175 | \$0 |

Carry-over funds shall not be cumulative from year to year.

A maximum of 50% of the annual Staff Development Benefit Allowance may be applied to the purchase of a laptop personal computer once every two years, in accordance with the County's Staff Development Benefit Allowance Program Administrative Manual. Taxability of this benefit allowance is strictly administered under the provisions of the Internal Revenue Code, as outlined in the County's Staff Development Benefit Allowance Program Administrative Manual.

29.3 In-Service Training

The County shall make every effort to provide a program of in-service training for employees in the bargaining unit designed to maintain a high standard of performance and to increase the skills of employees in the bargaining unit. Training courses to be attended shall have a direct bearing on the work of the employee. Attendance at training courses may be authorized by the department head. Decisions by department heads on requests by employees should be based on the following criteria: the effect the absence of the employee will have on the department's operations and its ability to continue to provide the services and perform the functions for which it is responsible; the relationship of the subject of the program, seminar, conference or workshop to the function performed by the employee and the department, and the employee's professional development; and the method of financing requested by the employee.

29.3.1 Payment - In-Service Training

There are three ways the expenses of the program might be paid:

BY THE COUNTY: Expenditures for travel, meals, lodging, registration and other items included annually within the

department budget.

BY OTHER PUBLIC OR PRIVATE AGENCIES: Occasionally, employees receive approval for their expenditures to be paid by grants from the State or Federal governments, from private organizations or from professional organizations.

BY THE INDIVIDUAL EMPLOYEE: Occasionally, the departmental budget may not permit expenditures for certain in-service training to be paid by the County. The employee may feel that the training would be of benefit to the employee's professional development, and therefore, would be willing to pay the expenses in whole or in part from their Staff Development Reimbursement Allowance if the employee were permitted time off from work at full salary.

29.4 Physical Fitness

The County and the Association agree to maintain the Physical Fitness/Wellness program for all employees covered by this Memorandum. The County will make available \$350 per fiscal year for each eligible full-time employee and \$175 per fiscal year for each eligible part-time employee who participates in the program. Employee enrollment in the physical fitness program shall be voluntary for eligible employees.

An eligible employee may request reimbursement for allowable Physical Fitness/Wellness expenses as defined in the County's Staff Development Benefit Allowance Program Administrative Manual.

DSA represented employees in the Sheriff's Department can contribute \$50 or more from the Physical Fitness benefit allowance to share voluntarily in the costs of equipment and equipment maintenance for the DSA/DSLEM-sponsored workout rooms located in Sheriff's Department facilities (currently located at the Main office and Sonoma Police Department). These contributed funds are subject to the following requirements:

29.4.1 Contributions from the Physical Fitness/Wellness benefit must be made by May 15 each year. Funds contributed pursuant to Section 29.4, but not expended in any year may be carried over into the next fiscal year up to a maximum total of \$50,000 for all Sheriff's Department workout room sites (currently located at the Main office and Sonoma Police Department). If a third workout room site is added in the future, this total maximum shall be increased by \$15,000. The maximum carry over amount specified in this section applies to all contributions to Sheriff's Department workout room sites by employees in the bargaining units represented by DSA and

DSLEM combined.

29.4.2 A joint labor-management committee oversees the equipment purchase and maintenance for all Sheriff's Department workout room sites (currently located at the Main office and Sonoma Police Department). The committee shall include up to two members appointed by DSA, and up to two members appointed by the County.

29.4.3 All equipment becomes the property of the County.

29.5 Combined Use – Staff Development and Physical Fitness

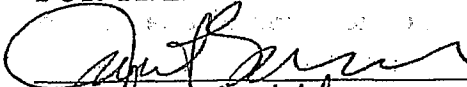
Full-time and part-time eligible employees may apply up to the total Physical Fitness reimbursement allowance per year for Staff Development (as described in Article 29.2.1 above).

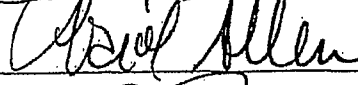
Staff Development reimbursement funds may not be applied to Physical Fitness, for which the maximum reimbursement is \$350.


29.6 Non-Grievable

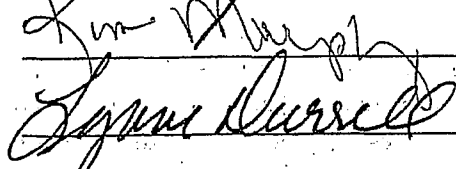
Article 29 of this MOU shall not be grievable or appealable under any County Policy, resolution, rule or contract provision.

FOR THE COUNTY



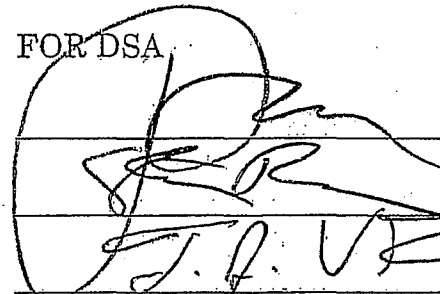


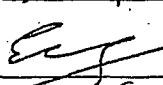


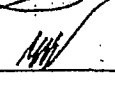


July 17, 2013

FOR DSA



DSLEM
- PRES


SEC


DSA VP

July 17, 2013

COUNTY OF SONOMA

DEPUTY SHERIFF'S ASSOCIATION (DSA)
Bargaining Units: 0046, 0047

TENTATIVE AGREEMENT

November 25, 2013

The County Of Sonoma ("County") and the Sonoma County Deputy Sheriff's Association ("DSA") have negotiated and reached a Tentative Agreement on this provision of the Memorandum of Understanding ("MOU"). No tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the entire comprehensive agreement is subject to ratification by the DSA bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents.

ARTICLE 30 - GRIEVANCE PROCEDURE

30.1 Purpose

County and Association agree to this Grievance Procedure in order to provide an orderly procedure to resolve employee grievances promptly. This procedure shall become available for grievances which occur after the Board of Supervisors adopts a resolution implementing this Memorandum.

Appendix B contains the Departmental Grievance Procedure, used for complaints concerning alleged violations or misapplications of one or more written departmental policies.

30.2 Definitions

- a. A grievance is a claim by an employee, a group of employees, or the Association on behalf of an employee(s), concerning the interpretation, application or an alleged violation of an expressed provision of this Memorandum. All other complaints are specifically excluded from this procedure including but not limited to, complaints which arise from the following: all disciplinary actions; all matters concerning employment examinations; all other matters subject to the jurisdiction of the Civil Service Commission; performance review appraisals or denial of a merit increase, except as provided in Article 7.19; provisions of the Fair Labor Standards Act; and any provision of this Memorandum specifically identified as not grievable.
- b. Day shall mean regular County business days, Monday through Friday, 8 a.m. to 5 p.m.

c. A "grievant" shall mean an employee, a group of employees or the Association who in good faith has an actual grievance with County over a grievable matter as defined in Article 30.2 above.

The Association may file a grievance without naming an individual employee in the grievance provided the grievance alleges a violation of a right or benefit granted the Association under Article 5 of this Memorandum.

30.3 Representation

At any step of the grievance procedure, the employee may represent him/herself, or may be represented by an Association representative who may be a County employee or a non-County employee.

The County agrees to abide by the provisions of the Government Code Section 3300 et seq the Public Safety Officer's Procedural Bill of Rights and all amendments that may be legislated during the term of this agreement.

30.4 Initiation Deadline

The grievance must be initiated within 10 days from the date of the action or occurrence giving rise to the grievance or within 10 days of when the grievant knew of or could have reasonably discovered such action or occurrence.

30.5 Time Limits

Time limits specified in each step of the procedure shall be strictly observed and may only be extended by mutual agreement of the parties in writing. Failure of a grievant to observe a time limit shall terminate the grievance. Failure of the party to whom the grievance is submitted to observe the time limits shall give the grievant the right to move the grievance to the next level.

30.6 First Step

The grievance shall first be discussed on an informal basis by the grievant with the employee's immediate supervisor within the ten (10) days timeline set forth in Section 30.4 ~~from the date of the action causing the grievance as provided above.~~ The immediate supervisor shall respond within ten (10) days. Every effort shall be made by the parties to resolve the grievance at this level and may include conferences among supervisory or administrative personnel. Such discussions will be held whenever possible during the grievant's work hours.

30.7 Second Step Grievance

In the event the grievant believes the grievance has not been satisfactorily resolved, the grievant shall submit the grievance in writing, with a copy to the County's Employee Relations Manager, to the immediate supervisor within five (5) days after receipt of the immediate supervisor's response. The written grievance shall:

- a. Fully describe the grievance and how the grievant is/was adversely affected by the County;
- b. Set forth the specific section(s) of this Memorandum allegedly violated;
- c. Indicate the date(s) of the incident(s) grieved; and
- d. Specify the remedy or solution to the grievance sought by the grievant.

30.8 Second Step Response

The written grievance shall be responded to in writing by the immediate supervisor within seven (7) days from the time the written grievance is received. The supervisor shall send a copy of the response to the Employee Relations Manager. The written response shall include:

- a. A complete statement of the immediate supervisor's position and the facts upon which it is based; and
- b. The remedy or correction which has been offered, if any.

30.9 Third Step Grievance

If the grievant is not satisfied with the response at Step Two, the grievant may appeal the decision to the next higher level of supervision (identified by the department head) and to the department head, with a copy to the Employee Relations Manager, within seven (7) days after receipt of the written response at Step Two.

30.10 Third Step Response

Within ten (10) days after receiving the completed grievance form, the person occupying the next higher level of supervision together with the department head, or representative, shall meet with the grievant and thoroughly discuss the grievance. The department head shall give a written decision to the grievant within fifteen (15) days after the discussion and send a copy of the decision to the Employee Relations Manager.

30.11 Mediation

Prior to an arbitration hearing, the parties may mutually agree to request the assistance of a mediator from the State Conciliation Service in an attempt to resolve the grievance. The mediator shall have no authority to resolve the grievance except by written agreement of the Association and the County. In the event the grievance is not resolved, neither stipulations, admissions, settlement proposals nor concessions agreed to or offered during mediation shall be admissible in a subsequent hearing.

30.12 Arbitrable Grievances

A grievance which directly and primarily involves the application, alleged violation, or interpretation of this Memorandum, except as otherwise provided in this Memorandum, is arbitrable. If the grievance is submitted to arbitration by the Association, neither offers of settlement nor concessions for settlement made during the grievance procedure steps prior to mediation shall be admissible in arbitration.

30.13 Selection of Arbitrator

Following completion of the third step of the grievance procedure, if the grievance is subject to arbitration and remains unresolved, the Association on behalf of the grievant may request arbitration. The request for arbitration must be given to the County Counsel and the Employee Relations Manager in writing within 15 days of the receipt of the response from Step Three. An arbitrator may be selected by mutual agreement of the Association and County. ~~However, should the parties fail to mutually agree on an arbitrator, they shall make a joint request of the State Conciliation Service for a list of five qualified arbitrators. The arbitrator shall be selected from the list by the parties alternately striking names with the first strike determined by chance.~~

If the County and the Association are unable to reach a mutual agreement on the selection on an arbitrator within 24 calendar days from the date the request for arbitration is submitted to County Counsel and the Employee Relations Manager the arbitrator next on the list of qualified arbitrators shall be automatically appointed. Once an arbitrator has been appointed and utilized for an arbitration, that arbitrator shall be placed at the bottom of the list. The list of qualified arbitrators is as follows:

Norman Brand,

Barry Winograd, and

Robert Bergeson.

During the term of this MOU, the parties may agree to add two additional arbitrators to the above list of qualified arbitrators.

Both the Association and the County shall have one preemptory challenge per arbitration. No party shall have more than one preemptory challenge per arbitration. In the event that such a challenge is made, the parties agree that the arbitrator next in order on the panel list shall be appointed.

If a selected arbitrator is not available to schedule dates during the 90 calendar days after the arbitration is assigned, the arbitrator next in order on the panel list shall be appointed. The parties may mutually agree to waive this 90 calendar day time requirement.

If any arbitrator on the panel becomes permanently unavailable, the parties shall mutually agree on a replacement arbitrator for the panel. In the event the parties are unable to reach agreement on a replacement arbitrator, the parties shall submit a request to the California State Conciliation Service for a list of eleven (11) qualified arbitrators. The parties shall select the replacement arbitrator by alternately striking names with the first strike determined by chance.

The moving party shall, within fourteen (14) days of submitting a written request for arbitration, begin the process for selecting an arbitrator and scheduling a hearing date. An extension of the fourteen (14) day timeline must be requested in writing by either party and agreed upon by both parties. Failure to comply with the timelines set forth in this section or other timeline mutually agreed upon by the parties shall immediately terminate the grievance and all rights provided under the grievance procedure.

30.14 Arbitration Issues

The parties shall, within 30 days following the receipt of a written request for arbitration, exchange in writing their understanding of the questions to be submitted to arbitration. Thereafter, the parties to the arbitration shall use their best efforts to exchange a written summary of the evidence they intend to offer and to reach agreement on and reduce to writing the question or questions to be submitted to arbitration. The agreed upon question or questions, if agreement is reached, together with the exchanged summaries of evidence and a list of witnesses to be used by each side, shall be submitted to each other and the arbitrator five days prior to the arbitration hearing.

30.15 Arbitrator's Authority

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of the Memorandum. He/she shall consider and make a decision with respect to only the specific issue submitted, and shall

have no authority to make a decision on any other issue not so submitted. In the event the arbitrator finds a violation of this Memorandum, he/she shall fashion an appropriate remedy. The arbitrator shall have no authority to substitute his/her judgment for that of the County as to any matter within the County's discretion under this Memorandum. The decision and award of the arbitrator shall be based solely upon the evidence and arguments presented to the arbitrator by the respective parties.

30.16 Binding/Non-Binding Decision – Limit On Monetary Award

~~The decision of the arbitrator rendered consistent with the terms of this Memorandum shall be binding upon the Association. To the extent that the award of the arbitrator is not in excess of \$5,000 per individual grievant, it is binding on the County. To the extent that such award exceeds \$5,000 per individual grievant, it is advisory. If within sixty (60) days of receiving notice of decision and award requiring an expenditure in excess of \$5,000 per individual grievant, final action is not taken by the County to implement it, then the arbitrator's decision and award shall have no force or effect whatsoever as to the amount in excess of \$5,000 per individual grievant. The Association may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum. If the Association is the grievant, then the \$5,000.00 limit shall apply to each employee who has been identified by the Association and sustained by the arbitrator as employees directly affected by the grievance and the remedy sought and imposed. Any arbitrator's monetary award shall be limited to up to a maximum amount of \$100,000 measured from the initiation date described in Section 30.4. The arbitrator's award shall be final and binding to the extent permitted by law.~~

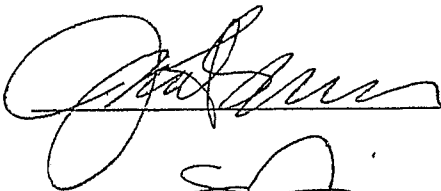
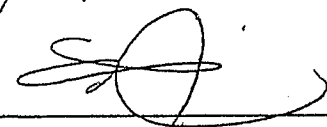
30.17 Arbitrator's Decision Due

Unless the parties agree otherwise, the arbitrator shall render the decision in writing within 30 days following the close of the hearing. The decision of the arbitrator is final. If requested by either party, the decision shall be accompanied by findings of fact and conclusions of law.

30.18 Arbitration Expenses Shared

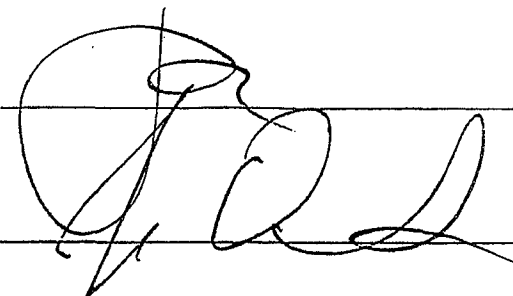
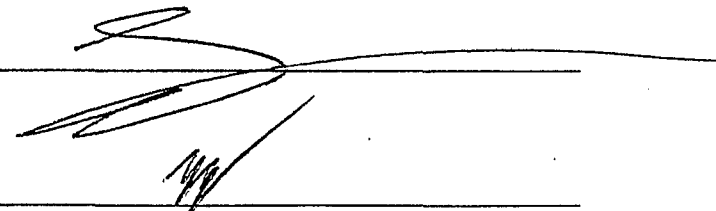
The cost of employing the arbitrator shall be borne equally by the parties to the arbitration. All other costs such as, but not limited to, attorney's fees and witness fees shall be borne only by the party incurring that cost.

FOR THE COUNTY:



Keri Murphy
David Allen
Lynne Russell

Date: Nov. 25, 2013

FOR DSA:

Date: 11/25/13

COUNTY OF SONOMA

DEPUTY SHERIFF'S ASSOCIATION (DSA)
Bargaining Units: 0046, 0047

TENTATIVE AGREEMENT

November 25, 2013

The County Of Sonoma ("County") and the Sonoma County Deputy Sheriff's Association ("DSA") have negotiated and reached a Tentative Agreement on this provision of the Memorandum of Understanding ("MOU"). No tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the entire comprehensive agreement is subject to ratification by the DSA bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents.

ARTICLE 34 - FULL UNDERSTANDING, MODIFICATION, ACKNOWLEDGMENT

34.1 Full Understanding

This Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein.

All other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

34.2 Acknowledgment

Except as otherwise provided in this MOU herein, it is agreed and understood that the parties have met and conferred in accordance with their obligations under State law and the County's Employee Relations Policy in reaching this agreement and neither party shall be obligated to meet and confer over any provision of this agreement during its term.

34.3 Meet and Confer During Term of Memorandum

a. If the County proposes during the term of this Memorandum to adopt a policy or course of action on matters within the scope of representation as defined by State law that are not covered by this Agreement, it will provide the Association with written notice of the proposed policy or course of action

and offer to meet and confer over the proposal in accordance with state law and the County's Employee Relations Policy.

b. Special Issues¹.—

_____ If the County's proposal covers one or more of the following ~~four~~three matters listed below, the County and the Association agree to meet and confer on matters within the scope of representation in accordance with State and County law and with the provisions as provided in (c) below:

(a)1) The assignment of groups of employees to work hours, work shifts and/or work schedules. An example of such a change would be if the County proposed to change the work schedule of employees in the Sheriff's Patrol Division from a 4/10 to a 5/8 schedule.

~~(b)~~(2) The assignment of employees between departments as a result of reorganization or a change in the mission or program of the department(s) involved.

~~(c)~~(3) The use and assignment of county vehicles and/or personal vehicles of employees for work-related purposes. An example of such a change would be if the county proposed to assign all Sheriff's Detectives to non take-home County vehicles.

~~(d)~~ Providing employees with meals or snacks. An example of such a change would be if the County proposed to charge employees for the cost of meals or snacks produced or provided by the food service program in the Sheriff's Detention Division.

2c. Procedural Requirements for Section 34.3(b) Issues

±

The County will provide written notice to the Association describing the proposed change in the matters listed in Section 34.3(b). Upon request of the Association, the County shall provide with all relevant information it

has pertaining to the proposal as required by the MMBA.

The Association will have up to 15 calendar days from when it received the notice to inform the County in writing if it desires to meet and confer over the proposal. If the Association fails to notify the County within the 15 days, the County may implement the proposal without any further obligation to meet and confer with the Association:

If the Association notifies the County within 15 calendar days of its desire to meet and confer, then the County and the Association shall meet and confer in good faith over the proposed matters and all identified impacts within the scope of representation arising from the proposal. Unless extended by mutual written agreement of the parties, the pre-impasse period for meeting and conferring pursuant to this Section 34.3 (c) shall be 35 regular County business 60 calendar days from when the Association was properly notified of the proposal by the County. If an agreement is not reached by the 35th regular County business calendar day from the date the Association was notified, either party may declare an impasse by filing with the other party a written declaration of impasse and request for an impasse meeting, together with a statement of its position on all disputed issues. An impasse meeting shall then be held within two regular County business calendar days, at which time the County shall present an impasse statement including the proposal that it intend proposes to implement after completion of the post-impasse process required by law and this Section 34.3 the 60th calendar day should further discussions fail to produce an agreement.

If an agreement is not reached at the impasse meeting, ~~if the parties so agree, the dispute may be submitted to the Board of Supervisors for determination. If they do not so agree, the dispute shall be submitted to mediation. If the parties fail to agree to submit the dispute to the Board of Supervisors, and fail to resolve the dispute through mediation within the~~

~~timelines set forth in the MMBA 10 days after mediation commenced, the matter may be submitted parties may agree to submit the dispute to fact finding in accordance with the provisions and timelines of the MMBA. If the parties fail to agree on fact finding, the dispute shall be submitted to the Board of Supervisors for such action, as in its legislative discretion, deems appropriate as in the public interest, if required under the County's Employee Relations Policy. In no event shall these dispute resolution procedures be applied by either party to extend the 60 calendar day period without mutual written consent of the parties. If the County complies with this Article, it shall be deemed to have fully satisfied its obligation to meet and confer under state and local law over the issues covered therein.~~

~~This Article Section 34.3 (c) is not subject to the grievance procedure of this agreement (Article 30) in any way except for an allegation that the County failed to provide the required notice or acted to implement the change before the procedures required by this section were completed 60 day period concluded. Any ruling by an arbitrator under this Article 34.3 (c) that is adverse to the County shall be limited to ordering the County to comply with the notice and/or time limits specified above.~~

34.4 Written Modifications Required

No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the Association and the County, unless made and executed in writing by the parties, and if required, approved and implemented by the Board of Supervisors.

34.5 No Limitation on Authority of Civil Service Commission

Nothing in this Agreement shall be construed to limit or remove the existing or future jurisdiction or authority of the Civil Service Commission as provided in Ordinance No. 305-A as amended, or as provided in the Rules adopted thereunder.

34.6 Non-Precedence

The waiver of any breach, term, or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

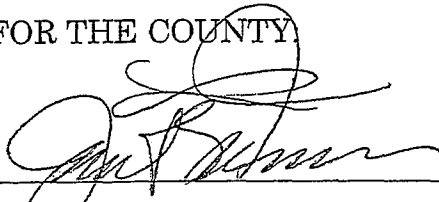
34.7 Side Letters

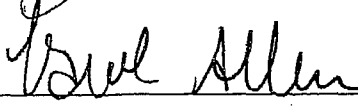
All side letters or other agreements not attached to or incorporated into this Agreement are no longer valid. This MOU constitutes the entire agreement between the Association and the County.

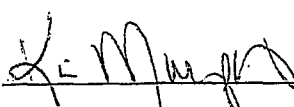
34.8 Health And Welfare Benefits Health Care Reform Compliance Reopener

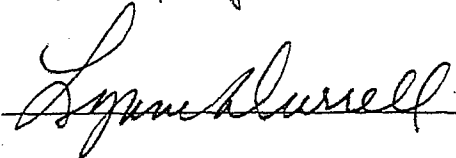
The County and the Association agree to a reopener to make necessary changes to health and welfare benefit eligibility and/or coverage options as the parties agree are required by the Patient Protection and Affordable Health Care Act (PPACA), commonly referred to as Health Care reform, or as required by similar subsequent statutes or regulations implemented during the term of this agreement.

FOR THE COUNTY

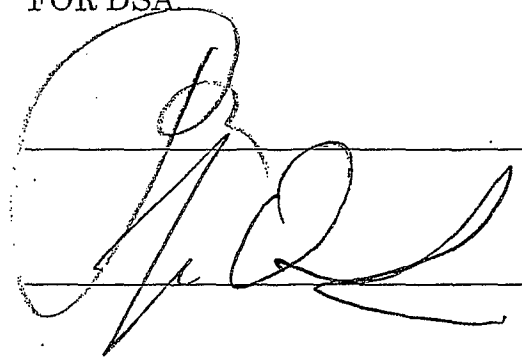


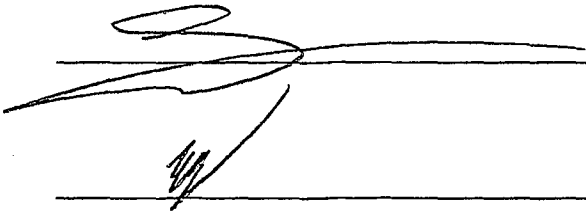






FOR DSA:





Date: 11/25/13

Date: 11/25/13

November 13, 2013
Package Component

COUNTY OF SONOMA

Sonoma County Deputy Sheriffs' Association (DSA)

Bargaining Units: 0046, 0047

TENTATIVE AGREEMENT

NOVEMBER 13, 2013

The County Of Sonoma ("County") and the Deputy Sheriff's Association ("DSA") have negotiated and reached a Tentative Agreement on this provision of the Memorandum of Understanding ("MOU"). No tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the entire comprehensive agreement is subject to ratification by the DSA bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents.

Revise Appendix B as attached:

**APPENDIX B
DEPARTMENTAL GRIEVANCE FORM**

(For use only to process a grievance under the Grievance Procedure established by the Board of Supervisors for employees in the Law Enforcement Supervisory and Non-supervisory bargaining units, represented by the Sonoma County Deputy Sheriffs' Association.

| | |
|---|-------------------------------|
| NAME | JOB CLASSIFICATION |
| DEPARTMENT/DIVISION | |
| ASSOCIATION | |
| <p>STEP I</p> <p>AN INFORMAL DISCUSSION WITH YOUR IMMEDIATE SUPERVISOR.</p> <p>Before completing the remainder of this form, an informal discussion with your immediate supervisor must take place within ten (10) days from the action causing the grievance.</p> | |
| SUPERVISOR'S NAME | TITLE |
| DATE DISCUSSION HELD | DATE OF SUPERVISOR'S RESPONSE |
| <p>STEP II</p> <p>IF THE GRIEVANCE WAS NOT RESOLVED AT STEP I, STATE IT IN WRITING AT THIS STEP AND SUBMIT THIS FORM TO YOUR SUPERVISOR, WITHIN FIVE (5) DAYS OF STEP I RESPONSE.</p> | |
| DESCRIBE GRIEVANCE (if more space is needed, use additional paper.) | |
| DATE(S) OF INCIDENT(S) | |

WRITTEN DEPARTMENTAL POLICY VIOLATED

REQUESTED SOLUTION

EMPLOYEE'S SIGNATURE

DATE

SUPERVISOR'S DECISION

Signature _____

Date: _____

STEP III

IF THE GRIEVANCE WAS NOT RESOLVED AT STEP II, THE ASSOCIATION MAY APPEAL THE DECISION TO THE NEXT HIGHER LEVEL OF SUPERVISION (IDENTIFIED BY THE DEPARTMENT HEAD) AND TO THE DEPARTMENT HEAD, WITH A COPY TO THE EMPLOYEE RELATIONS MANAGER WITHIN SEVEN (7) DAYS AFTER RECEIPT OF THE WRITTEN RESPONSE AT STEP II. 31.9

EMPLOYEE'S SIGNATURE

DATE

DEPARTMENT HEAD'S RESPONSE

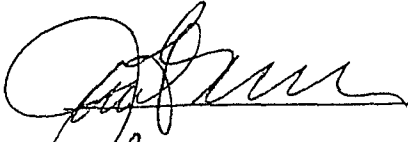
Signature:

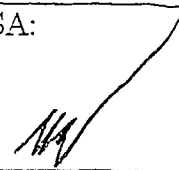
Date:

If the grievance was not settled at Step III, contact your Association representative regarding an appeal option.

FOR THE COUNTY:

FOR DSA:



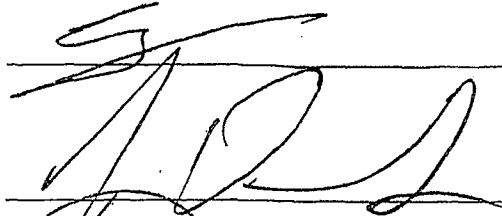


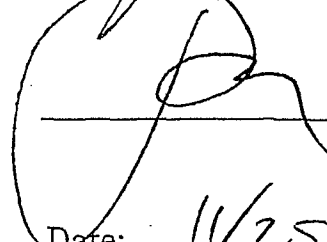
Carol Allen

Kimi Murphy

Lynne Russell

Date: 11/25/13





Date: 11/25/13

COUNTY OF SONOMA
SONOMA COUNTY DEPUTY SHERIFFS' ASSOCIATION (DSA)

Law Enforcement Non-Supervisory, Unit 46
Law Enforcement Supervisory, Unit 470

TENTATIVE AGREEMENT

June 12, 2013

The County Of Sonoma ("County") and the Sonoma County Deputy Sheriff's Association ("DSA") have negotiated and reached a Tentative Agreement on this provision of the Memorandum of Understanding ("MOU"). No tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the entire comprehensive agreement is subject to ratification by the DSA bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents.

APPENDIX D

**LETTER OF UNDERSTANDING
COUNTY of SONOMA AND SONOMA COUNTY DEPUTY SHERIFFS'
ASSOCIATION (DSA)**

Delete Appendix D as follows:

~~The County of Sonoma and DSA have agreed to the following regarding Sonoma County's Mandatory Time Off Program for fiscal years 2010/2011 and 2011/2012:~~

~~The DSA and the County of Sonoma (County) have agreed to participate in the Mandatory Time Off (MTO) Program (Attachment A) for fiscal years 2010/2011 and 2011/2012, effective July 1, 2010 through June 30, 2012.~~

~~All regular part time and full time employees represented by DSA shall participate in the MTO Program.~~

~~The MTO Program for fiscal year 2010/2011 requires 8 days (64 hours) of time off without pay for all full time County employees, to include 5 days (40 hours) of Holiday Closure and 3 days (24 hours) of Floating MTO, to be taken during the 2010/2011 fiscal year. The MTO Program for fiscal year 2011/2012 requires 5 days (40 hours) of Holiday Closure time off without pay for all full time County employees. The required MTO will be pro-rated for part time employees.~~

~~With limited exceptions (described in the Program Proposal), for fiscal year 2010/2011, the 40 hours of Holiday Closure MTO shall occur during Holiday Closures on December 23, 27, 28, 29, and 30, 2010. For fiscal year 2011/2012, the 40 hours of Holiday Closure MTO shall occur during Holiday Closures on December 23, 27, 28, 29, and 30, 2011. During these times, County facilities will be closed or in some cases alternate arrangements will be made where the closure of operations cannot occur.~~

~~The 24 hours (3 days) of Floating MTO during fiscal year 2010/2011, shall occur as determined by the Department Head to allow for obtaining the salary savings with minimal disruption to the department's operations.~~

~~The details of the MTO Program, including employee benefits and status during the MTO, are described in the Program document (Attachment A).~~

~~The cash out of accrued vacation (Vacation Buyback — Section 21.7) and compensatory time off (CTO) (Requests for Compensatory Time Payments — Section 14.13) shall be suspended for fiscal years 2010/2011 and 2011/2012, effective July 1, 2010 through June 30, 2012.~~

~~In the event a majority of represented County employees agree to a lesser duration of cash-out suspension than DSA, DSA shall receive the same suspension duration.~~

~~In the event a majority of represented County employees agree to a lesser number of MTO hours in either fiscal year, the amount of MTO hours for DSA shall be reduced to the same amount.~~

~~The terms and implementation of this program may not be grieved through the grievance procedure of the MOU.~~

~~This Letter of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein. Any other prior or existing understanding or agreements by the parties whether formal or informal regarding any such matters are hereby superseded or terminated in their entirety.~~

~~12.) Except as specifically provided herein, it is agreed and understood that the Union voluntarily and unqualifiedly waives its right to and releases the County from any obligation to meet and confer on any subject or matter contained herein.~~

~~No agreement, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by the parties hereto and, if required, approved and implemented by the County's Board of Supervisors.~~

~~Nothing in this Letter of Understanding shall be construed to limit, remove, expand or in any way alter the existing or future jurisdiction or authority of the Civil Service Commission as provided in Sonoma County Ordinance No. 305 A as amended or as provided in the rules adopted in accordance with said ordinance.~~

~~The waiver of any breach, term or condition of this Letter of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.~~

~~/s/ William Fecha~~

~~DSA Date~~

~~/s/ Carol Allen~~

~~County of Sonoma Date~~

(Signed Document on File with Employee Relations)

MANDATORY TIME OFF (MTO) PROGRAM (FY 10/11 & 11/12)

Purpose

The purpose of the Mandatory Time Off (MTO) Program is to reduce costs and/or mitigate layoffs by having staff take time off without pay.

Participants

MTO shall apply to all regular part time and full time employees of the County and any special districts under the jurisdiction of the Sonoma County Board of Supervisors.

Extra help employees (whether temporary, intermittent, seasonal, emergency, volunteer auxiliary, or student interns) are not eligible to participate in the MTO Program. An increase in extra help employees may not be used to offset MTO staffing impacts.

Employees who are exempt under the Fair Labor Standards Act will be considered non-exempt during the week in which they take an MTO day off, and their pay is reduced. Department Heads are responsible for ensuring no overtime is incurred during this time.

**MANDATORY TIME OFF AND HOLIDAY OFFICE CLOSURE
FY 10/11 & FY 11/12**

In fiscal year 2010 11, the County shall utilize a 64 hour Mandatory Time Off without pay program for all regular, full-time County employees. MTO will include 40 hours (5 days) of Holiday Closure and 24 hours (3 days) of floating MTO. MTO hours will be prorated based on FTE for part time employees. The holiday MTO shall occur during a closure of all County departments on the following holidays:

December 23, 27, 28, 29, 30, 2010. (December 24 and 31 are the scheduled holidays)

In addition to these 40 hours (5 days) of scheduled Holiday Closure, each regular full time employee will be required to schedule an additional 24 hours (3 days) of mandatory time off to be taken prior to the end of the last full pay period in the 2010/2011 fiscal year.

In fiscal year 2011 12, the County shall utilize a 40 hour Mandatory Time Off without pay program for all regular, full-time County employees. MTO will include 40 hours (5 days) of Holiday Closure. MTO hours will be prorated based on FTE for part time employees. The holiday MTO shall occur during a closure of all County departments on the following holidays:

December 23, 27, 28, 29, 30, 2011 (December 26 is a scheduled holiday)

There may be limited exceptions to the general closure of County Departments due to operational needs, as described below. It is the express intent of the County to maximize the number of MTO participants during the holiday dates. The County Administrator and the affected department head(s) will make alternative arrangements for employees not able to be off during the Holiday Closure and in those cases employees will be given alternative

~~MTO days prior to the last full pay period in the fiscal year.~~

MTO in 24/7 Operations

~~Employees in 24/7 operations where closure is not possible shall participate by taking 64 hours of floating MTO in fiscal year 10/11, and 40 hours of floating MTO in fiscal year 11/12, that must be taken prior to the last full pay period each fiscal year so that salary savings are realized within the fiscal year. Departments will arrange for the MTO days to be taken off during the fiscal year before granting any vacation request or compensatory time off.~~

Floating MTO days

~~Floating MTO days are designed to be flexible to allow the Department Head the ability to determine the best option for obtaining the salary savings with minimal disruption to the department's operations while not generating overtime to cover for MTO hours taken. Options for some or all of the Floating MTO days include, but are not limited to the following:~~

~~The Department Head chooses to close based on reduced service demands so that some or all of the employees of the department are on MTO simultaneously.~~

~~The Department remains fully or partially open, and the Department Head sets a schedule for MTO days.~~

~~Floating MTO days are scheduled similar to vacation days at the employee's request with approval from their supervisor.~~

~~Any combination of the above.~~

Employees

~~MTO shall be considered time in pay status for the accrual of benefits and eligibility for overtime and holidays. The same level of benefits and deductions shall be maintained for health, vision, life and dental insurance, vacation and sick leave accrual, deferred compensation and retirement credit as if the employee had worked their normal schedule.~~

~~Base salary shown on the salary schedules in the respective MOU or Salary Resolution, shall not be adjusted for MTO purposes. Instead, a "deduction" to salary will be the method used to generate MTO savings. Retirement contributions made by the County/Employee for active employees are not affected by the MTO Program. Also, computations used for final compensation for employees retiring are not affected by the MTO Program.~~

~~Since the MTO pay reduction is spread out during multiple pay periods, resulting in employees being in a pay status for all hours including the MTO, the hourly cash allowance is not impacted and will be paid for all hours in a pay status. Hours not in a pay status (unpaid and non MTO hours) shall be treated the same as current practices.~~

~~MTO shall apply toward time in service for retirement, completion of probation, eligibility for merit increases and toward seniority.~~

~~Employees on MTO may only be assigned to work overtime in case of emergencies. In the event an employee is required to work on a previously scheduled MTO day, shift hours worked will be considered regular hours worked and the employee will be rescheduled for a future MTO day.~~

Department Conditions

~~In order to achieve the desired savings from the MTO program, there shall be no backfilling of furloughed employees by utilizing extra help employees, temporary registry/agency employees, contractors, volunteers, students, trainees, interns, or volunteer auxiliary during the applicable fiscal year. An exception may be permitted when the furloughed employee and all qualified employees have declined an offer or are unavailable to work a furlough day or in cases where extra help is regularly used to cover "fixed post" positions.~~

Vacation and Compensatory Time Buyback

~~Vacation and compensatory time buybacks for fiscal year 2010/2011 shall be suspended except for any employee who commits in writing to resign, retire, resign and defer retirement or who is laid off during fiscal year 2010/2011. The buyback shall be reversed if the separation did not occur as scheduled.~~

~~Vacation and compensatory time buybacks for fiscal year 2011/2012 shall be suspended except for any employee who commits in writing to resign, retire, resign and defer retirement or who is laid off during fiscal year 2011/2012. The buyback shall be reversed if the separation did not occur as scheduled.~~

Vacation and Compensatory Time Off Negotiated Maximums

~~Vacation Accrual for fiscal year 10/11:~~

~~Maximum vacation accumulation shall be raised by 64 hours (above MOU stated limits) during the 2010/2011 fiscal year.~~

~~Vacation Accrual for fiscal year 11/12:~~

~~Maximum vacation accumulation shall remain raised by 40 hours (above MOU stated limits) during the 2011/2012 fiscal year.~~

~~Vacation Accrual for fiscal year 12/13:~~

~~Normal vacation accumulation maximums will be reinstated the first pay date of fiscal year 2012/2013.~~

~~Employees will not lose any vacation hours accrued above the MTO adjusted caps, however, additional vacation hours will not accrue until the vacation accrual balance falls below the established MOU cap for the corresponding fiscal year.~~

~~Compensatory Time Off (CTO) For fiscal year 10/11:~~

~~Compensatory time off (CTO) accrual limits shall be raised to 144 (64 hours above MOU~~

~~stated limits) through the last pay period of the 2010/2011 fiscal year.~~

~~Compensatory Time Off (CTO) For fiscal year 11/12:~~

~~Maximum CTO accumulation shall drop back to 120 hours (40 hours above MOU stated limits) during the 2011/2012 fiscal year.~~

~~Compensatory Time Off (CTO) For fiscal year 12/13:~~

~~Normal CTO accumulation maximums will be reinstated the first pay date of fiscal year 2012/2013. CTO accumulated in excess of the reinstated maximums must be used on or before the last pay period of the fiscal year 2012/2013. At the end of fiscal year 12/13, any remaining accrued CTO hours, above the MOU stated limits will be paid to the employee.~~

~~MTO Program Details~~

~~Pay Deductions Amortization~~

~~Deductions in pay for all MTO hours shall be amortized over multiple pay periods in the corresponding fiscal year and will be determined by the number of pay periods remaining after adoption. The deduction each pay period will allow for payment of the employee consistently throughout the year, including the closure periods. Each participating employee shall receive their normal paycheck, less the MTO deduction. The deduction will be prorated for part time employees.~~

~~MTO Accounts and Balances~~

~~Payroll will set up accounts for each employee for MTO accumulated each pay period by payroll deduction, and MTO taken which will be credited each pay period for Holiday Closure or floating MTO days taken.~~

~~It is the Department's responsibility to monitor, authorize and schedule MTO days to ensure employees are given the opportunity to take the full number of MTO hours assigned per fiscal year, and that employees do not exceed the full number of MTO hours assigned per fiscal year through the last full pay period of the corresponding fiscal year.~~

~~At the close of the 2011/2012 fiscal year any balance in the MTO accumulated account (MTO due to the employee) will remain in the employee's account to be taken during following fiscal years until depleted. Employees must use any accumulated MTO prior to using vacation or compensatory time off.~~

~~If at the close of the 2011/2012 fiscal year any employees with a balance remaining in the MTO taken account (MTO owed to the County), MTO deductions will continue into the next fiscal year until the balance is offset.~~

~~MTO shall be prorated for part time employees based upon their FTE (full time equivalent). The goal of the amortized reductions is to accrue the necessary salary saving equitably over the same multiple pay periods.~~

~~Amortized MTO hours shall continue to apply to periods of vacation, holiday, compensatory~~

~~time off, or sick leave hours taken.~~

~~MTO Deduction - New Employees~~

~~New Full-time employees hired will have the same amortized deduction as all other County employees. New employees shall be required to take a prorated number of MTO hours during the fiscal year, to be determined based on their date of hire.~~

~~MTO for part-time employees shall be prorated based upon their FTE (full-time equivalent):~~

~~Holiday Closure - Alternative Work Schedules~~

~~Employees who have a regularly scheduled day off due to their alternative work schedule during any Holiday Closure period shall still be required to take the full number of hours of MTO off by the end of the corresponding fiscal year.~~

~~Holiday Pay~~

~~Full-Time employees on MTO shall receive eight hours of holiday pay for each holiday, as provided in the applicable MOU or the Salary Resolution. Pro-rata applies for part-time employees. Neither the MTO deduction nor the mandatory time off shall reduce the number of hours used to calculate the pro-rata of holidays for part-time employees.~~

~~MTO - Terminating Employees~~

~~Employees who were not released from duty during the Holiday Closures and separate from County service shall be paid for any accrued MTO hours not taken at their current rate of pay. If a negative balance exists in the MTO account, employees shall have an amount deducted from their final paycheck equal to the negative balance of hours times their current base hourly rate of pay.~~

~~Employee's who transfer to a bargaining unit or department that is not participating in an MTO program shall be required to use the hours accumulated prior to the last pay period of the applicable fiscal year.~~

~~Employees Laid Off - Eligible for Severance~~

~~If an employee receives a lay off notice, and is eligible for a severance period that includes any of the Holiday Closure or scheduled floating MTO days, the time will not be charged to MTO, vacation, sick leave, or CTO. Any MTO accrued but unused balances will be paid to the employee at time of lay off.~~

~~Holiday Closures - Employees with periods of Leave Without Pay (LWOP)~~

~~Employees requesting LWOP during the applicable fiscal year must exhaust any amortized MTO accumulated prior to going into an unpaid status. Employees returning to paid status will have the same MTO deduction taken as regular County employees (pro-rated based on FTE). Each time the employee goes on leave, any MTO accumulated balances will be depleted so there is a zero (0) balance before any other paid or unpaid leave is used.~~

~~Any balances remaining at the end of the fiscal year will be reconciled as stated above.
(MTO Accounts and Balances)~~

~~Workers Compensation Leave~~

~~MTO provisions do not apply to employees on Worker's Compensation leave due to an industrial illness or injury.~~

~~If an employee is receiving temporary disability payments during any Holiday Closure and would have been unable to work due to an industrial injury or illness, they will be permitted to utilize accrued but unused time off prior to the end of the fiscal year.~~

~~Long Term Disability~~

~~Earnings for employees on Long Term Disability will be based on regular salary and not be reduced by the amounts deducted for MTO.~~

~~Floating Mandatory Time Off and 24/7 Operations~~

~~The County shall be closed for business for a total of 40 hours in fiscal year 2010/11 (the 3 Floating MTO days in fiscal year 2010/2011 may result in a departmental closure, at the department head's discretion), and 40 hours in fiscal year 2011/12, as stated above.~~

~~Employees in operations that cannot completely close for Holiday Closure and who take all MTO as floating MTO days (64 hours in fiscal year 2010/11 and 40 hours in fiscal year 2011/12) shall be treated in the same manner as described for the Holiday Closure as stated herein. The only difference is that an employee who works during the Holiday Closure will take all MTO as floating MTO days.~~

~~Due to operational needs there are exceptions to the general closure of County Departments where special circumstances are required to maintain mandated coverage. For those departments that must operate during all or some of the closure period and for departments that must operate 24 hours a day 7 days per week, participation in the MTO program is still required.~~

~~It is the intent of this policy to maximize MTO savings while minimizing the use of overtime, standby, or callback to backfill vacant positions.~~

~~Scheduling of Floating MTO days~~

~~Employees designated to work during any portion of the Holiday Closures will have until the end of the corresponding fiscal year to take off the hours of MTO. Deductions in pay for all hours of MTO will be amortized over multiple pay periods in the corresponding fiscal year. MTO will be used in increments of the length of one of the employee's regular shifts or less and scheduled with the approval of their supervisor. MTO shall be used before any vacation or compensatory time off, until all MTO hours have been exhausted.~~

~~Employees taking floating MTO will be provided the same protections with respect to level of benefits deductions, vacation and sick leave accrual, deferred compensation and retirement credit as employees taking MTO during the closures. MTO taken shall be~~

~~considered time in pay status for the accrual of benefits and eligibility for overtime and holidays.~~

FOR THE COUNTY

FOR DSA

John [unclear]

Kim Murphy

Carol Allen

Lynne Durrell

Date June 10, 2013

[Signature]

[Signature]

[Signature]

COUNTY OF SONOMA
SONOMA COUNTY DEPUTY SHERIFFS' ASSOCIATION (DSA)

Law Enforcement Non-Supervisory, Unit 46
Law Enforcement Supervisory, Unit 470

TENTATIVE AGREEMENT

June 12, 2013

The County Of Sonoma ("County") and the Sonoma County Deputy Sheriff's Association ("DSA") have negotiated and reached a Tentative Agreement on this provision of the Memorandum of Understanding ("MOU"). No tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the entire comprehensive agreement is subject to ratification by the DSA bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents.

APPENDIX E

LETTER OF UNDERSTANDING
COUNTY of SONOMA
AND
SONOMA COUNTY DEPUTY SHERIFFS' ASSOCIATION (DSA)

Delete Appendix E as follows:

~~The County of Sonoma and DSA have agreed to the following regarding the Staff Development Benefit Allowance and Physical Fitness Allowance (Article 29.2 29.2.1 and 29.4 29.5) provided by the MOU:~~

- ~~1.) Due to the unavailability of funds, DSA and the County of Sonoma (County) have agreed to suspend the Staff Development Benefit Allowance and Physical Fitness Allowance for fiscal year 2010/11.~~
- ~~2.) During fiscal year 2010 2011 the Staff Development Benefit Allowance and Physical Fitness Allowance will not be funded and reimbursements will not be made, except for payments necessary to maintain the County owned exercise equipment up to a total cost to the County capped at \$7,500.00 for all units, (DSA, DSLEM, SCLEA).~~
- ~~3.) Any amounts that have rolled over from fiscal year 08/09 into fiscal year 09/10 will be available after July 1, 2011.~~
- ~~3.) This benefit will automatically be reinstated effective July 1, 2011.~~
- ~~5.) The terms and implementation of this agreement may not be grieved through the grievance procedure of the MOU.~~
- ~~6.) This Letter of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein. Any other prior or existing understanding or~~

~~agreements by the parties whether formal or informal regarding any such matters are hereby superseded or terminated in their entirety.~~

~~7.) Except as specifically provided herein, it is agreed and understood that the Union voluntarily and unqualifiedly waives its right to and releases the County from any obligation to meet and confer on any subject or matter contained herein.~~

~~8.) No agreement, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by the parties hereto and, if required, approved and implemented by the County's Board of Supervisors.~~

~~9.) Nothing in this Letter of Understanding shall be construed to limit, remove, expand or in any way alter the existing or future jurisdiction or authority of the Civil Service Commission as provided in Sonoma County Ordinance No. 305 A as amended or as provided in the rules adopted in accordance with said ordinance.~~

~~10.) The waiver of any breach, term or condition of this Letter of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.~~

~~—/s/ William Feeha 6/29/10~~

~~DSA Date~~

~~—/s/ Carol Allen 6/29/10~~

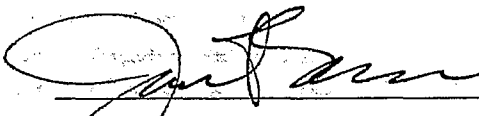
~~COUNTY OF SONOMA Date~~

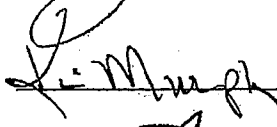
~~(Signed Document on File with Employee Relations)~~


6/12/13

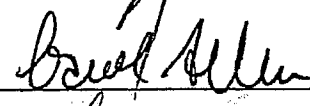
FOR THE COUNTY


FOR DSA

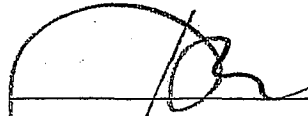





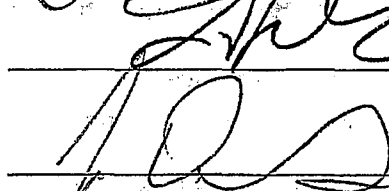












COUNTY OF SONOMA
SONOMA COUNTY DEPUTY SHERIFFS' ASSOCIATION (DSA)

Law Enforcement Non-Supervisory, Unit 46
Law Enforcement Supervisory, Unit 470

TENTATIVE AGREEMENT

June 12, 2013

The County Of Sonoma ("County") and the Sonoma County Deputy Sheriff's Association ("DSA") have negotiated and reached a Tentative Agreement on this provision of the Memorandum of Understanding ("MOU"). No tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the entire comprehensive agreement is subject to ratification by the DSA bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents.

APPENDIX F

**LETTER OF UNDERSTANDING
COUNTY of SONOMA
AND
DEPUTY SHERIFFS ASSOCIATION (DSA)
DEPUTY SHERIFFS LAW ENFORCEMENT MANAGEMENT ASSOCIATION
(DSLEM)**

Delete Appendix F as follows:

~~The County of Sonoma and DSA/DSLEM have agreed to the following regarding Sonoma County's Voluntary Time Off Program:~~

- ~~1.) Deputy Sheriffs Association/Deputy Sheriffs Law Enforcement Management Association (DSA/DSLEM) and the County of Sonoma (County) have agreed to participate in the Voluntary Time Off Program (Attachment A) for fiscal years 2010/2011 and 2011/2012.~~
- ~~2.) The Program eligibility requirements and benefits are specified and limited to the VTO Program described in Attachment A.~~
- ~~3.) The terms and implementation of this program may not be grieved through the grievance procedure of the MOU.~~
- ~~4.) This Letter of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein. Any other prior or existing understanding or agreements by the parties whether formal or informal regarding any such matters are hereby superseded or terminated in their entirety.~~

~~5.) Except as specifically provided herein, it is agreed and understood that the Union voluntarily and unqualifiedly waives its right to and releases the County from any obligation to meet and confer on any subject or matter contained herein.~~

~~6.) No agreement, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by the parties hereto and, if required, approved and implemented by the County's Board of Supervisors.~~

~~7.) Nothing in this Letter of Understanding shall be construed to limit, remove, expand or in any way alter the existing or future jurisdiction or authority of the Civil Service Commission as provided in Sonoma County Ordinance No. 305-A as amended or as provided in the rules adopted in accordance with said ordinance.~~

~~8.) The waiver of any breach, term or condition of this Letter of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.~~

~~/s/ William Focha _____ 6/29/10
DSA/DSLEM _____ Date~~

~~/s/ Carol Allen _____ 6/29/10
County of Sonoma _____ Date
(Signed Document on File with Employee Relations)~~

VOLUNTARY TIME OFF (VTO) PROGRAM
(Extension of V.T.O. Program through June 30, 2012.)

1. Purpose:

~~The purpose of the Voluntary Time Off program is to mitigate the need for layoffs of employees in a department. This is done by employees in that department reducing their hours worked and their pay on a temporary basis, until funding has improved or staffing levels have been reduced. Employees wishing to work less than their current FTE on a permanent basis are not eligible for this program. Employees wishing to do so should contact their department about a change in the status of their FTE (i.e. become a permanent part time employee).~~

2. Request Submission

~~a. An employee wishing to take Voluntary Time Off with out pay (defined as hourly rate) may submit a request for a specific number of hours/days he/she wishes to take as VTO, on the VTO Request Form. The use of VTO is~~

~~voluntary by the employee and can be withdrawn by the employee at any time. Agreement by the department head to a VTO schedule is voluntary and can be withdrawn by the department at any time.~~

~~b. Joint agreement between the employee and his/her department head or designee _____ is required and shall specify the exact hours/days to be taken off under VTO.~~

~~3. Employee Conditions~~

~~The department head or designee may authorize a permanent or probationary employee Voluntary Time Off without pay with the right to return to the same allocation subject to the following conditions:~~

~~a. VTO shall be considered time in pay status for the accrual of benefits, cash allowance and eligibility for overtime and holidays. The same level of benefits and deductions shall be maintained for health, vision, life and dental insurance, vacation and sick leave accrual and retirement credit. The Employee's base salary shall be reduced for each hour taken as VTO. The hourly cash allowance is paid for all hours in a pay status, thus will not be impacted by VTO hours taken.~~

~~b. VTO may be taken in increments of not less than one half hour. VTO shall be prorated for part time employees based upon their regular work schedule (budgeted FTE). Employees may reduce their work schedule by up to 25% of their regular work schedule per pay period (for a full time FTE, the maximum reduction per pay period would be 20 hours).~~

~~c. VTO shall apply toward time in service for retirement, completion of probation, eligibility for merit increases and toward seniority.~~

~~d. VTO shall be granted without requiring employees to first use accumulated vacation or compensatory time off.~~

~~e.a. VTO shall be available only to employees who are in pay status the entire work _____ day before the beginning of the VTO, as well as the entire work day after the completion~~

of VTO.

~~f. VTO shall not be available to employees on other leaves without pay.~~

~~g. VTO is contingent upon approval of the department head. Department heads may decline to agree for any reason. Approval must be received at least 5 days in advance of the requested dates, and completed before the expiration of the VTO Program.~~

~~h. Employees on VTO may only be assigned to work overtime in case of emergencies.~~

~~4. Department Conditions~~

~~a. Any VTO savings will remain within the department in which the VTO is taken.~~

~~b. Departments by agreeing to an employee's participation in VTO are agreeing that they will not fill vacant positions in their departments in the same classifications and location of those employees that are participating in VTO. Departments may not use extra help in the same classifications and locations of employees they have approved to be in the VTO Program. If at such time, the department intends to fill vacant positions in the classifications participating in VTO, then the department shall suspend current employees' participation in the VTO program. Departments will not assign overtime to any employees in classifications participating in VTO except in emergencies.~~

~~e. Departments will consider, before approving any VTO request, the impact on revenues and reimbursements for VTO hours and only approve VTO requests that save money after taking into consideration the net impact of those revenue reductions.~~

~~5. Term~~

~~This program will expire on June 30, 2012~~

~~6. Communication~~

~~a. The County and employee organizations may develop and distribute literature to~~

~~represented employees that publicizes and explains the VTO program.~~

THE COUNTY OF SONOMA
VOLUNTARY TIME OFF (VTO) REQUEST

INSTRUCTIONS: Carefully read the conditions outlined in the Voluntary Time Off (VTO) Program. Complete this request form (*Please Print*), and submit it to your supervisor who will route it to your Department Head or designee for approval; then to the Department Payroll Clerk for processing and filing. **NOTE:** More than one request form may be submitted.

Name: _____ Employee _____ #:

Job Class: _____ Bargaining Unit: _____

| REQUESTED VTO DATES: | | TOTAL |
|----------------------|----|-------|
| FROM | TO | HOURS |
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| REQUESTED VTO DATES: | | TOTAL |
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| | | |
| TOTAL: | | |

This request is an agreement between the employee and department head or designee as outlined above. This agreement is subject to approval, and management reserves the right to institute and revoke agreements. Employees may reduce their work schedule by up to 25% of their regular work schedule (for a full time FTE, the maximum reduction per pay period would be 20 hours). A reduction in hours will not impact non salary benefit levels for employees.

VTO may be taken in increments of not less than one half hour. VTO shall be available to employees who are in "pay status" the work day before the beginning of the VTO as well as in "pay status" the entire work day after the completion of the VTO. VTO shall not be available to employees on leaves without pay.

The above is in accord with my understanding.

Employee Signature: _____ Date: _____

Comment: _____

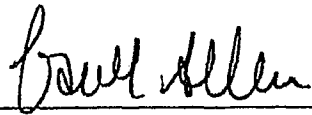
Department Head Authorization: _____ Date: _____


Comment: _____

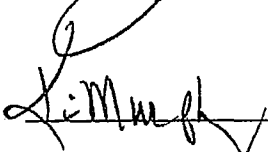
FOR THE COUNTY

June 12, 2013

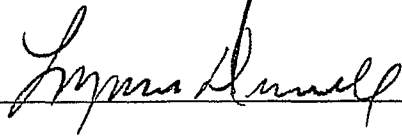
FOR DSA



















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: December 10, 2013

Vote Requirement: Majority

Department or Agency Name(s): Human Resources

Staff Name and Phone Number:

Carol Allen, (707)565-2549

Supervisorial District(s):

All

Title: Memorandum of Understanding between the County of Sonoma and the Deputy Sheriff's Law Enforcement Management (DSLEM)

Recommended Actions:

Adopt resolution approving the Memorandum of Understanding (MOU) between the County of Sonoma and the Deputy Sheriff's Law Enforcement Management (DSLEM) for the period of December 10, 2013 to December 9, 2015.

Executive Summary:

Representatives of the County of Sonoma and the Deputy Sheriff's Law Enforcement Management (DSLEM) met and conferred and have reached a tentative agreement (Attachment A) regarding the terms and conditions of employment for a successor Memorandum of Understanding (MOU), to become effective upon Board approval. At time of posting, DSLEM members are voting on the tentative agreement. If the tentative agreement is ratified by Association members, this agenda item will move forward to your Board for approval. The goals of reducing pension costs and reducing total salary and benefits costs by 3% before assisting families with healthcare costs have all been achieved in this agreement.

Following is a brief summary of the major changes of the recommended successor MOU:

New Pension Tiers and Increased Employee Pension Contributions

- Members hired on or after January 1, 2013 who do not qualify for reciprocity: General retirement plan with 2.0% @ 50 pension formula, Final Compensation based on 3 year average.
- Employee pension contributions: All new employees shall pay 3.0% of the employee's pensionable compensation toward the employer's contribution to retirement costs. These contributions will be used to pay unfunded pension liability.
- Employer Paid Member Contribution (EPMC): Effective the pay period beginning December 10, 2013, the County will stop paying any part of the employee's share of normal retirement costs (currently 2.6%)

3% On-Going Total Compensation Reduction/Reduce Pensionable Pay

- Holiday Compensatory Time: Eliminate ability to receive pensionable compensation for holiday.
- Sick leave: Reduced pensionable pay by eliminating the ability for employees to receive pay for up to 24 hours of unused sick leave annually and eliminate payment of 25% of accrued sick leave at separation (with specified exceptions).
- Vacation buy-back: Reduce pensionable pay by eliminating the ability for employees to receive pay for up to 80 hours of vacation annually.
- Floating holiday and holiday eve hours: Convert floating holiday and holiday eve hours (11 hours total) to vacation accrual.

Health and Welfare Benefits

- Eligible employees will receive a County contribution into a Health Reimbursement Arrangement (HRA) based on County medical plan enrollment.
 - Effective December 10, 2013 – December 8, 2014: EE+1 = \$100/month.; EE+2 = \$300/month
 - Effective December 9, 2014 – September 2, 2015: EE+1 = \$124/month; EE+2 = \$400/month
 - Effective September 3, 2015: EE+1 = \$169/month; EE+2 = \$465/month
- One time, lump sum, non-pensionable, non-recurring contributions to employee's HRA or Flexible Spending Account (FSA) as follows (amounts prorated for part-time employees):
 - On January 15, 2014: Full time employees enrolled in a County sponsored medical plan receive a contribution of \$772 plus an additional \$100 into a HRA. Full time employees not enrolled in a County sponsored medical plan receive a contribution of \$500 into a FSA.
 - On August 13, 2014: Full time employees enrolled in a County sponsored medical plan receive a contribution of \$1247 into HRA.
 - On August 12, 2015: Full time employees enrolled in a County sponsored medical plan receive a contribution of \$891 plus an additional \$100 into a HRA. Full time employees not enrolled in a County sponsored medical plan receive a contribution of \$500 into a FSA.

Additional Provisions

- Term: December 10, 2013 through December 9, 2015.
- Salaries –Increase salary scales by 1.0% effective October 28, 2014 and increase salary scales by 2.0% effective July 7, 2015.
- Additional Non-Recurring, Non-Pensionable Payments – Each DSLEM employee to receive the following (amounts prorated for part-time employees):
 - December 18, 2013: \$3650
 - December 17, 2014: \$3650
- Added provisions for carryover of donated physical fitness funds.
- Increase County contribution toward PORAC Long Term Disability plan by \$3 per employee per pay period.
- Rewriting of language for clarity and ease of administration.

Prior Board Actions:

07-13-2010: DSLEM MOU Resolution #10-0541 adopted for period of 7/13/10 – 8/9/13.

| | | | |
|---|---|------------------------------|------------------------------|
| Strategic Plan Alignment Goal 3: Invest in the Future | | | |
| The successor MOU reflects the joint efforts of the County and DSLEM to minimize costs and impacts to the County's adopted budget and future pension costs. | | | |
| Fiscal Summary - FY 13-14 | | | |
| Expenditures | | Funding Source(s) | |
| Budgeted Amount | \$ | | \$ |
| Add Appropriations Req'd. | \$ | State/Federal | \$ |
| | \$ | Fees/Other | \$ |
| | \$ | Use of Fund Balance | \$ |
| | \$ | Contingencies | \$ |
| | \$ | | \$ |
| Total Expenditure | \$ | Total Sources | \$ |
| Narrative Explanation of Fiscal Impacts (If Required): | | | |
| <p>This agreement produces an average of \$143,000 in on-going savings for each full fiscal year (\$286,000 over two years) achieving an average net savings of 4.17% of total compensation costs per year. Savings are partially offset by approximately \$71,000 over the 2 years in on-going HRA contributions, resulting in a total net savings average of 3.13%.</p> <p>Staff reviewed the financial impact of the salary increases included in the agreement consistent with Government Code Section 23026 and have concluded that the increases will have no impact on the funding status of the County employees' retirement system since the system already assumes annual increases greater than those included in the agreement for purposes of setting employer and employee contribution rates. Further, the contribution rates established by the retirement board will be applied to all salaries including those increased under the agreement.</p> | | | |
| Staffing Impacts | | | |
| Position Title (Payroll Classification) | Monthly Salary Range (A – I Step) | Additions (Number) | Deletions (Number) |
| | | | |
| | | | |
| Narrative Explanation of Staffing Impacts (If Required): | | | |
| | | | |
| Attachments: | | | |
| Attachment A_DSLEM TAs for Successor MOU | | | |
| Related Items "On File" with the Clerk of the Board: | | | |
| | | | |



County of Sonoma
State of California

Date: December 10, 2013

Item Number: _____

Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Approving The Memorandum Of Understanding Between the County of Sonoma And The
Sonoma County Deputy Sheriff's Law Enforcement Management (DSLEM), For The Period
Of December 10, 2013 Through December 9, 2015.**

Whereas, the Sonoma County Deputy Sheriffs' Law Enforcement Management (DSLEM) is a recognized employee organization representing employees in the classifications of Sheriff's Lieutenant, Sheriff's Captain, and Assistant Sheriff;

Whereas, the County met and conferred with representatives of DSLEM to negotiate a successor Memorandum of Understanding (MOU);

Whereas, the County and DSLEM negotiators have reached a tentative agreement on the terms of the new MOU;

Whereas, the DSLEM membership ratified the terms of the tentative agreement to be recommended to the Board of Supervisors for approval;

Whereas, the terms and conditions of the tentative agreements are within the prescribed authority of this Board;

Whereas, the County has satisfied its obligation under Government Code Section 3505 and the County Employee Relations Policy to meet and confer over the terms and conditions of employment contained in the recommended successor MOU;

Now, Therefore, Be It Resolved that this Board hereby approves the successor Memorandum of Understanding (MOU) setting the terms and conditions between the County and the DSLEM, which is attached (Attachment A) and incorporated by reference herein.

Be It Further Resolved that the terms and conditions of the MOU shall be in full force and effect from December 10, 2013 Through December 9, 2015, except as

Resolution #

Date:

Page 2

specified otherwise in the MOU.

Be It Finally Resolved that the County Administrator and the Director of Human Resources have the authority to take any necessary administrative actions to implement the provisions of this resolution.

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

COUNTY OF SONOMA

DEPUTY SHERIFFS' LAW ENFORCEMENT MANAGEMENT (DSLEM)

Bargaining Unit: 0043

TENTATIVE AGREEMENT

November 25, 2013

The County Of Sonoma ("County") and the Deputy Sheriffs' Law Enforcement Management ("DSLEM") have negotiated and reached a Tentative Agreement on this provision of the Memorandum of Understanding ("MOU"). No tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the entire comprehensive agreement is subject to ratification by the DSLEM bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents.

OVERALL TENTATIVE AGREEMENT

As required the Meyers-Milias-Brown Act, the County and DSLEM have met and conferred and reached this Tentative Agreement for a 2013-2015 Memorandum of Understanding.

The parties agree to revise the MOU as specified on the attached tentative agreements:

- Preamble,
- Article 2 (Term),
- Article 3 (Definitions),
- Article 4 (Salaries),
- Article 5 (Health & Welfare Benefits for Active Employees),
- Article 6 (Medical Benefits for Future Retirees),
- Article 8 (Deferred Compensation),
- Article 9 (Direct Deposit)
- Article 11 (Staff Development),
- Article 13 (Uniforms and Equipment),
- Article 14 (Holidays),
- Article 15 (Vacation)
- Article 16 (Sick Leave),
- Article 26 (Retirement),
- Article 32 (Full Understanding Modification, Waiver),
- Appendix A (Salary Table),
- Appendix B (MTO side letter),
- Appendix C (Staff Development side letter)

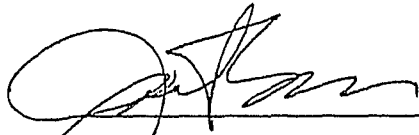
- Appendix D (Voluntary Time Off side letter).

Unless otherwise specified, the changes made by the Tentative Agreements described above shall become effective upon approval by the Board of Supervisors.

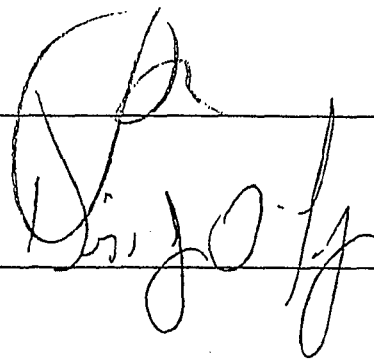
This Tentative Agreement sets forth the entire agreement in settlement of the meet and confer regarding the 2013-2015 Memorandum of Understanding. Any proposals not included in this Tentative Agreement that were made by the parties are dropped. All members of the County and DSLEM bargaining teams agree to recommend approval of this Tentative Agreement.

COUNTY OF SONOMA,
TEAM MEMBERS:

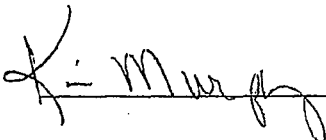
SONOMA COUNTY DEPUTY
SHERIFFS' LAW ENFORCEMENT
MANAGEMENT,
TEAM MEMBERS:



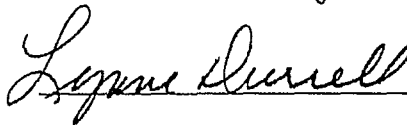
Brad Allen



David J. J.

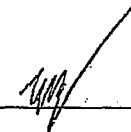


Kim Murphy



Lynne Durrell

Date: 11/25/13



Date: 11/25/13

TA 6/12/13
County Proposal
May 15, 2013

COUNTY OF SONOMA

DEPUTY SHERIFF'S LAW ENFORCEMENT MANAGEMENT (DSLEM)

Bargaining Unit: 0043

COUNTY PROPOSAL

PREAMBLE

This Memorandum of Understanding between the duly appointed representatives of Sonoma County, hereinafter referred to as "County", and the ~~Sonoma County Deputy Sheriff's Association~~ Sworn Deputy Sheriff's Law Enforcement Management, hereinafter referred to as the "Association", contains the agreement of each concerning wages, hours and other terms and conditions of employment for the term of this Memorandum. The parties jointly agree to recommend to the County Board of Supervisors that the Board of Supervisors adopt a resolution implementing this Memorandum and that this Memorandum be effective upon adoption, unless otherwise stated. This Memorandum of Understanding shall apply only to those classifications within the bargaining unit listed under Article 1 - Recognition.

NEGOTIATIVE AGREEMENT 6/12/13

COUNTY
[Handwritten signature]
[Handwritten signature]

[Handwritten signature: K. Murphy]
[Handwritten signature: Lynn Durrell]

DSLEM
[Handwritten signature]
[Handwritten signature]
[Handwritten signature]

COUNTY OF SONOMA

DEPUTY SHERIFF'S LAW ENFORCEMENT MANAGEMENT (DSLEM)
Bargaining Unit: 0048

TENTATIVE AGREEMENT


November 18, 2013

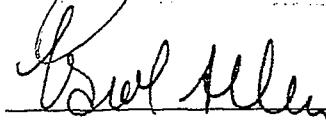
The County Of Sonoma ("County") and the Deputy Sheriff's Law Enforcement Management ("DSLEM") have negotiated and reached a Tentative Agreement on this provision of the Memorandum of Understanding ("MOU"). No tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the entire comprehensive agreement is subject to ratification by the DSLEM bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents.

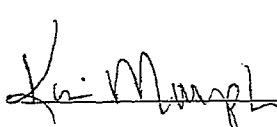
ARTICLE 2 - TERM

- 2.1 The following Articles shall constitute the wages, hours and other terms and conditions for employees in bargaining units listed in Article 1 of this Memorandum. The parties agree that all changes contained herein shall become effective on upon Board adoption, on- ~~July 13, 2010~~ December 10, 2013, unless otherwise specified. This Memorandum shall expire and otherwise be fully terminated at ~~12:00 midnight~~ 11:59 P.M. on August 9, 2013 December 9, 2015.
- 2.2 In the event either party ~~the Association~~ desires to negotiate a successor Memorandum of Understanding, ~~the Association~~ that party shall serve on the ~~County~~ other party by ~~February 8, 2013~~ May 29, 2015, its written request to commence negotiations.

FOR THE COUNTY:

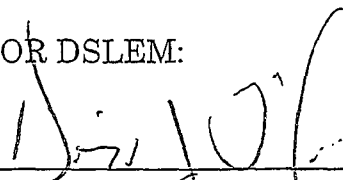


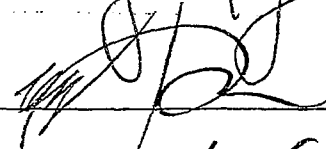




 11/25/13

FOR DSLEM:





 DATE: 11/25/13

Lynne Durrell

DATE: 11-25-13

COUNTY OF SONOMA

DEPUTY SHERIFF'S LAW ENFORCEMENT MANAGEMENT (DSLEM)

Bargaining Unit: 0043

TENTATIVE AGREEMENT

November 18, 2013

The County Of Sonoma ("County") and the Deputy Sheriff's Law Enforcement Management ("DSLEM") have negotiated and reached a Tentative Agreement on this provision of the Memorandum of Understanding ("MOU"). No tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the entire comprehensive agreement is subject to ratification by the DSLEM bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents.

ARTICLE 3 - DEFINITIONS

3.1 Non-Application

None of the following definitions are intended to apply in the administration of the County Employee's Retirement Law of 1937 or to the County's Civil Service Ordinance nor the Rules of Civil Service Commission.

3.2 Definitions

APPROVED LEAVE OF ABSENCE: Any paid or unpaid absence from work that has been approved by the employee's department head.

BASE HOURLY RATE: The base hourly rate shall be the hourly rate corresponding to the salary step in the salary range/scale to which the employee is assigned.

BI-WEEKLY PAY PERIOD: Fourteen (14) consecutive calendar days which begins on a Tuesday and ends with the second Monday thereafter.

BREAK IN SERVICE: A break in employment from the County such as a termination or resignation. A break in service does not occur because an employee is on an unpaid status.

CALENDAR YEAR: January 1 through December 31.

COMPENSATORY TIME: Time off with pay at the base hourly rate to which an

employee is entitled, as provided for in this Memorandum, instead of cash compensation.

COUNTY: The County of Sonoma, any of its organizational units or boards and commissions, as administratively determined by the County; may include department head, Board of Supervisors, Chief Administrative Officer or a supervisor.

DEPARTMENT HEAD: Sheriff-Coroner or his/her designees.

DOMESTIC PARTNER: The term "domestic partner" as used in the MOU is based on the definition below:

A "domestic partnership" shall exist between two persons, one of whom is an employee of the County, covered by this Memorandum of Understanding, regardless of their gender and each of them shall be the "domestic partner" of the other if they both complete, sign, and cause to be filed with the County an "Affidavit of Domestic Partnership" attesting to the following:

- a. the two parties reside together and share the common necessities of life;
- b. the two parties are not married to anyone, eighteen years or older, not related by blood closer than would bar marriage in the State of California, and mentally competent to consent to contract and are not acting under fraud or duress;
- c. the two parties declare that they are each other's sole domestic partner and they are responsible for their common welfare;
- d. the two parties agree to notify the County in writing if there is a change of circumstances attested to in the affidavit; and
- e. the two parties affirm, under penalty of perjury, that the assertions in the affidavit are true to the best of their knowledge.

EMERGENCY OPERATIONS: The performance of County functions or services necessary, in the opinion of the County, to protect or preserve the lives, safety, health, or property of the County or the public it serves, but "emergency

operations" shall not be construed to mean situations where the County knew in advance of non-emergency situations and could have reasonably planned for any work schedule change necessary to adequately cope with the situation.

EMPLOYEE: Any person legally employed by the County and a member of the bargaining unit represented by the Association.

EMPLOYEE FULL-TIME: An employee who is employed in an allocated position which is regularly scheduled for 80 hours of work in each pay period.

EMPLOYEE PART-TIME: An employee who is employed in an allocated position which requires work each pay period, but less than that required of a full-time employee

EXTRA-HELP EMPLOYEES: As defined in the Civil Service Rules and not represented by this bargaining unit.

FLEX-TIME WORK SCHEDULE: A non-regular work schedule with or without a consistent pattern as to the number of work hours per day or week, but an arrangement whereby the employee is obligated to perform work and be responsible for flexing the hours of his/her own work schedule.

PAY-PAID STATUS: Whenever an employee is at work, absent on a paid holiday, absent on leave with pay, or absent on authorized compensatory time off.

PROBATIONARY EMPLOYEE: An employee who is serving a probationary period as provided in the Civil Service Rules.


PROBATIONARY PERIOD: A period which shall be used by the department head to determine the employee's fitness for permanent status in accordance with the Civil Service Rules.

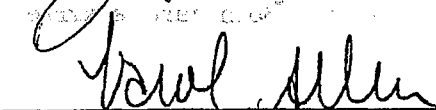
REGULAR WORK DAY: A 24-hour period containing a specified number of hours of work and normally interrupted by a meal break.

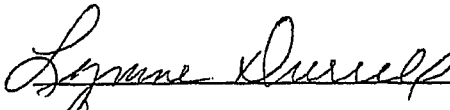
SALARY: Means only wages and premiums, but does not include benefits such as insurance, vehicle use, paid leaves or other economic benefits.

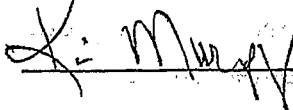
SALARY RANGE or SALARY SCALE: The salary level for any given classification. The salary range/scale shall consist of nine salary steps, each approximately 2-1/2% apart and identified with the letter "A" through "I". Each salary range/scale shall be identified by a number that shall correspond with the cents per hour of the "A" step of that salary range/scale. Similarly, each step of the salary range/scale shall be expressed in cents per hour.

FOR THE COUNTY:



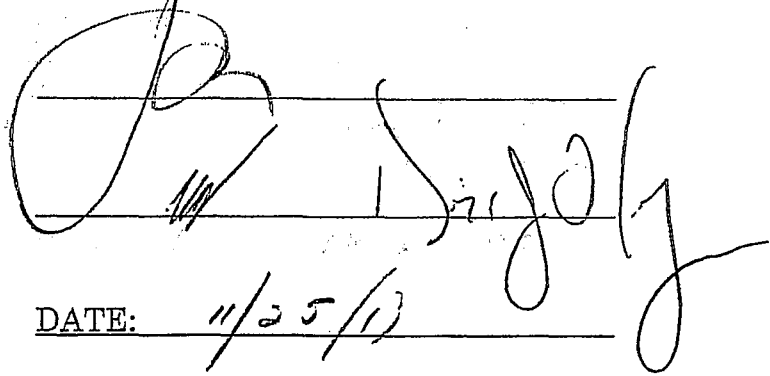






DATE: 11/25/13

FOR DSLEM:



DATE: 11/25/13

COUNTY OF SONOMA

DEPUTY SHERIFF'S LAW ENFORCEMENT MANAGEMENT (DSLEM)

Bargaining Unit: 0043

TENTATIVE AGREEMENT

November 25, 2013

The County Of Sonoma ("County") and the Deputy Sheriff's Law Enforcement Management ("DSLEM") have negotiated and reached a Tentative Agreement on this provision of the Memorandum of Understanding ("MOU"). No tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the entire comprehensive agreement is subject to ratification by the DSLEM bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents.

ARTICLE 4 - SALARIES AND ADMINISTRATION OF THE SALARY SCHEDULE

4.1 Salaries

- a. Salary range/scales shall be as specified in Appendix A for each classification contained within each of the units represented by the Association.
- b. Effective with the pay period that begins October 28, 2014, the County shall increase by one percent (1.0%) the A-I Step of each Civil Service job class range/scale in the Salary Table specified in Appendix A and attached to this Agreement.
- a. c. Effective with the pay period that begins on July 7, 2015, the County shall increase by two percent (2.0%) the A-I Step of each Civil Service job class range/scale in the Salary Table specified in Appendix A and attached to this Agreement.
- d. Comparable Agencies

A salary-only market survey shall be conducted no later than May 1, 2012. Base salaries shall be increased to reach 100% of the market average, not to exceed a 4% increase, effective the first full pay period following August 10, 2012. Comparison agencies utilized shall be (all county agencies): Alameda, Contra Costa, Marin, Napa, and San Mateo. For informational purposes only, the City of Santa Rosa shall be surveyed as well.

During the negotiations leading to this MOU the parties did not agree on comparable agencies. The paragraph above is included in this 2013-2015 MOU for historical information only. does not reflect a current agreement.

and does not require any future action.

- b. ~~A salary only market survey shall be conducted no later than May 1, 2012. Base salaries shall be increased to reach 100% of the market average, not to exceed a 4% increase, effective the first full pay period following August 10, 2012. Comparison agencies utilized shall be (all county agencies): Alameda, Contra Costa, Marin, Napa, and San Mateo. For informational purposes only, the City of Santa Rosa shall be surveyed as well.~~
- c. ~~During fiscal year 2012/2013, if any other bargaining unit receives an increase to a unit wide monetary benefit, not associated with base salary, the same benefit increase shall be provided to DSLEM.~~

4.2 Salary Upon Appointment

Except as otherwise provided herein, appointment to any position in any class shall be made at the minimum rate, and advancement to rates greater than the minimum rate shall be within the limits of the salary range/scale for the class.

In exceptional cases after reasonable effort has been made to obtain employees for a particular class at the minimum rate, employment of individuals who possess special qualifications higher than the minimum qualifications prescribed for the particular class may be authorized at a rate higher than the minimum upon recommendation of the department head with approval of the County.

4.3 Consideration Upon Reappointment or Return

A full-time or part-time employee who resigns in good standing and is reappointed on a full-time or part-time or extra-help basis in the same, or a closely related class in the same or a lower salary range/scale, within two years of resignation shall not be paid less than two steps below the step paid at the time of resignation. Approval of the County is required only if the person is rehired at a step which exceeds the step paid at the time of resignation. A full-time or part-time employee who resigns in good standing and, within one month of the date of resignation, is appointed to an extra-help job in any unrelated class may, with approval of the department head, receive the salary step rate which is closest to but does not exceed the step rate received upon resignation.

4.4 Extra-Help to Permanent Appointment

An extra-help employee who is appointed to an allocated part-time or full-time position in any class and without a break in service, shall be paid at a step in the appropriate salary range/scale which is nearest in amount to that of the step received in the classification in which the employee was extra-help. Employment at a higher salary step not to exceed the maximum of the range/scale may be authorized upon recommendation of the department head and approval of the County.

4.5 Extra-Help to Extra-Help Appointment

An extra-help employee who is appointed to another extra-help job in the same class or in another class to which the same salary range/scale is applicable, shall continue to receive the same salary step.

An extra-help employee who was employed in one class and who, without a break in service, is appointed as an extra-help employee to a different class at a lower salary range/scale, shall receive the salary rate step in the lower range/scale which is closest to, but not exceeding, the rate paid in the former range/scale. This provision does not apply to extra-help employment in more than one extra-help position.

4.6 Return of Extra-Help Employees

When an extra-help employee returns within one year from the date of termination to a classification which the employee previously occupied, the employee shall receive the same step of the range/scale as the employee received upon separation. Such employee shall be considered for merit increase when the employee's total hours in pay status before and after separation and restoration equal the number of hours required for a merit increase.

4.7 Salary Upon Restoration

Any full-time or part-time employee displaced, laid off, or voluntarily demoted in lieu of layoff and reappointed within two years from date of layoff in the same class from which separated, or in a closely related class in the same salary range/scale or in a lower salary range/scale than the class from which separated, shall be paid at the same step in the salary range/scale as the employee was paid at the time of displacement, layoff, or voluntary demotion, or the step of the range/scale which is closest to but not exceeding the rate the employee is

currently being paid as a County employee, whichever is greater. Such employee shall be considered for a merit increase when the employee's total hours in pay status before and after separation and restoration equal the number of hours required for a merit increase.

4.8 Salary Upon Promotion

Except as otherwise provided herein, any full or part-time employee who is promoted to a position or a class allocated to a higher salary range/scale than the class from which the employee was promoted shall receive the salary step rate of the appropriate range/scale which would constitute an increase of salary most closely equivalent to five (5) percent of the employee's salary step rate before promotion, but not less than the minimum salary range/scale of the new class nor greater than the maximum salary of the new class.

If a promotion occurs on the same day a merit increase is due and approved, the merit increase shall be computed first and subsequently the increase due to promotion.

An employee who is promoted shall be considered for a merit increase when the employee's total hours in pay status, exclusive of overtime subsequent to promotion, equals 1,040 hours. The effective date of the merit increase shall be in accordance with Article 4.18.

4.9 Advanced Salary Upon Promotion

Upon promotion of a full-time or part-time employee to a new class, the Human Resources Director may recommend to the County Administrator that the person being promoted shall receive a rate of pay which is higher than that to which the employee is entitled, but does not exceed the top of the range/scale.

4.10 Salary Upon Demotion During Probation (failed probation)

Any full-time or part-time employee who, during the employee's probationary period, is demoted to a class which the employee formerly occupied in good standing during the same period of continuous employment in paid or unpaid status shall have the employee's salary reduced to the salary the employee would have received if the employee had remained in the lower class throughout the employee's period of service in the higher class. The employee's eligibility for merit advancement shall be determined as if the employee had remained in

the lower class throughout the period of service in the higher class.

4.11 Salary Upon Involuntary Demotion

A full or part-time employee, to whom the circumstances described in Article 4.10 above do not apply, who is demoted involuntarily to a position of a class which is allocated to a lower salary range/scale than the class from which the employee is demoted shall have the employee's salary reduced to the salary in the range/scale for the new class next lower than, or not more than five (5) percent lower than, the salary received before demotion, except that such employee shall not be paid more than the maximum of the range/scale of the class to which the employee is demoted. The employee's eligibility for merit advancement shall not change as a result of demotion.

4.12 Salary Upon Voluntary Demotion

A full or part-time employee, to whom the circumstances described in Article 4.10 above do not apply, who is demoted voluntarily or who displaces as a result of layoff to a position in a class which is allocated to a lower salary range/scale than the class from which the employee is demoted or displaced as a result of layoff shall receive the highest salary step in the range/scale for the new class which does not exceed the salary received before demotion or displacement but not exceeding the maximum of the salary range/scale for the new class. The employee's eligibility for merit advancement shall not change as a result of demotion or displacement.

4.13 Salary Upon Reappointment From Voluntary Demotion

Any full-time or part-time employee who is demoted voluntarily and who is reappointed on a full-time or part-time basis in the same class within two years, shall be reappointed at either the same step the employee received at the time of demotion or the salary step nearest the amount of the employee's present salary step, whichever is greater.

4.14 Salary Upon Transfer

A full-time or part-time employee who transfers from one allocated position to another allocated position in the same job class or in another class to which the same salary range/scale is applicable, ~~shall continue to receive the same salary step,~~ shall be placed at the same salary step which the employee was receiving prior to the transfer.

A full or part-time employee who transfers from one allocated position in a job class to another allocated position in a closely related class as defined in the Civil Service Rules, for which s/he possesses the minimum qualifications, shall be paid at the step in the new range/scale nearest the amount to what the employee received prior to transfer.

4.15 Salary Upon Reallocation of Class

An employee in a position of a class which is reallocated from one salary range/scale to another shall continue to receive the same salary step.

4.16 Salary Upon Reclassification of Position

Whenever a position is reclassified to a class which is allocated to the same salary range/scale, the incumbent shall retain the same salary step received prior to the reclassification if the incumbent is appointed to fill the position in accordance with Civil Service Rules.

Except as otherwise provided herein, whenever a position is reclassified to a class which is allocated to a higher salary range/scale, the salary of the incumbent shall be as provided by this section upon promotion, if the incumbent is appointed to fill the position in accordance with Civil Service Rules.

Whenever a position is reclassified to a class which is allocated to a lower salary range/scale, the salary of the incumbent shall be as provided by this section upon voluntary demotion, if the incumbent is appointed to fill the position in accordance with Civil Service Rules. Whenever the effect of reclassification is to reduce the salary of an incumbent appointed to the position, the Board of Supervisors may, upon recommendation by the Director of Human Resources, direct that the incumbent shall continue to receive the previously authorized salary until termination of employment in the position, until a percentage increase in pay may be authorized, or as otherwise agreed to by the affected employee and the department head, with the approval of the Human Resources Director and the Association, whichever first occurs. Appropriate records shall show such an incumbent as being paid at a special fixed rate (Y-rate) of the salary range/scale for the employee's class.

4.17 Merit Advancement Within Salary Range/Scales

Merit increases within a range/scale shall not be automatic. They shall be based upon merit and shall be made only upon written approval by the employee's department head. Merit increases shall be made within the appropriate salary range/scale for the class by computing the new salary step rate which is most closely equivalent to five percent (5%) higher than the previous base hourly salary.

Each employee shall be considered for an initial merit increase when the employee's total hours in pay status exclusive of overtime within the current class equals 1,040 hours. Each such employee shall be considered for subsequent merit increases when the employee's total hours in pay status, exclusive of overtime at each step to which advanced, equals 2,080 hours.

4.18 Effective Date of Merit Increase

~~All merit increases will be effective on the date that the employee is eligible in accordance with Section 4.17 (Merit Advancement Within Salary Range/Scale). If the employee's date of eligibility for a merit increase occurs during the first seven (7) calendar days of the pay period, the merit increase shall be effective the first day of the payroll period in which the employee was eligible. If the employee's date of eligibility for a merit increase occurs during the second seven (7) calendar days of the payroll period, the merit increase shall be effective the first day of the following pay period. Upon implementation of the Human Resources Management System, the effective date of the merit increase shall be the start of the work day during which the employee becomes eligible for the merit increase.~~

4.19 Salary Upon Temporary Promotion

An employee assigned by the department head to perform the full range of duties of a higher classification to fill a vacancy caused by resignation, termination, promotion or an approved leave of absence, who is expected to meet the ~~minimum qualifications of the higher classification, and who serves~~ continuously in such assignment for more than 15 consecutive days of work, shall be paid ~~retroactive to the first hour worked and thereafter~~ according to the salary of the range/scale for the new class which would constitute an increase in salary at the step most closely equivalent to five (5) percent greater than the employee's salary before promotion, but not less than minimum salary of the new class, nor greater than the maximum salary of the new class. The employee shall receive

this salary as long as the employee continues to serve in such assignment and shall be entitled to receive increases for the position in accordance with the merit increase section of this Memorandum as though the employee had been appointed on the day that the employee began to receive the salary designated for the position.

4.20 POST Premiums

Effective December 12, 2000, each eligible employee who has been awarded a valid Intermediate or Advanced Certificate issued by the California Commission on Peace Officers' Standards and Training (POST) shall be eligible for POST premium compensation upon presentation of said certificate to the County.

Each eligible employee who has been awarded a valid POST Intermediate Certificate shall receive 2.5% of base hourly rate thereafter; each eligible employee who has been awarded a valid Advanced Certificate shall receive 5% of base hourly rate thereafter, added to the employee's base hourly rate for all compensation.

Effective, February 4, 2003, each Assistant Sheriff who has been awarded an Advanced Certificate issued by the California Commission on Peace Officer's Standards and Training (POST) shall be eligible for POST Premium compensation upon presentation of said certificate to the County. Each eligible Assistant Sheriff who has been awarded a valid Advanced Certificate shall receive three percent (3%) of base hourly rate thereafter, added to the employee's base hourly rate for all compensation purposes.

The payments set forth in this article shall become effective at the beginning of the first full pay period following date of eligibility or application for the specified POST premium, whichever date is later.

4.21 Specialty Premium – Town of Windsor Chief

One Sheriff's Lieutenant may be appointed as the Chief for the Town of Windsor. The incumbent will receive a five percent (5%) premium for all hours in pay status. Should the service contract between the County and the Town of Windsor be terminated or revised to discontinue the premium at the discretion of the Town, this premium will be discontinued. There is no guarantee period associated with this specialty premium.

4.22 Specialty Premium – City of Sonoma

One Sheriff's Lieutenant may be appointed as the Chief for the City of Sonoma. The incumbent will receive a five percent (5%) premium for all hours in pay status. Should the service contract between the County and the City of Sonoma be terminated or revised to discontinue the premium at the discretion of the City, this premium will be discontinued. There is no guarantee period associated with this specialty premium.

4.23 Hourly Cash Allowance

Effective the first full pay period closest to May 19, 2009, the County shall pay each permanent full and part-time employee, in addition to their hourly regular earning rate from the salary schedule, a cash allowance of \$3.45 per pay status hour that the employee is in paid status excluding overtime, up to a maximum of 80 hours in a pay period, or approximately a maximum of \$600 per month.

Such hourly cash allowance is compensation for services rendered in that pay period and shall be taken into account for the purposes of computing employees' final compensation for pension purposes, as well as all usual taxation as their regular earning rate from the salary schedule. It shall not be included on the salary schedule and shall not be impacted by future increases on the salary schedule. It is not intended as a supplement toward medical, dental, or any other insurance or benefit.

4.24 One-Time, Lump-Sum, Non-Recurring And Non-Pensionable Payments

A. On December 18, 2013, the County shall pay each full-time represented employee a one-time, lump sum, non-recurring, and non-pensionable payment of three thousand six hundred fifty (\$3,650). On December 14, 2013, for each part-time represented employee, the County shall pay an FTE prorated one-time, lump sum non-recurring, and non-pensionable payment.

B. On December 17, 2014, the County shall pay each full-time represented employee a one-time, lump sum, non-recurring, and non-pensionable payment of three thousand six hundred fifty (\$3,650). On December 16, 2014, for each part-time represented employee, the County shall pay an FTE prorated one-time, lump sum non-recurring, and non-pensionable payment.

FOR THE COUNTY:

FOR DSLEM:

Paul Allen

[Signature]

Paul Allen

[Signature]

Ki Murphy

DATE: 11/25/13

Lynne Durrell

DATE: 11/25/13

COUNTY OF SONOMA

DEPUTY SHERIFFS' LAW ENFORCEMENT MANAGEMENT (DSLEM)

Bargaining Unit: 0043

TENTATIVE AGREEMENT

November 25, 2013

The County Of Sonoma ("County") and the Deputy Sheriff's Law Enforcement Management ("DSLEM") have negotiated and reached a Tentative Agreement on this provision of the Memorandum of Understanding ("MOU"). No tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the entire comprehensive agreement is subject to ratification by the DSLEM bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents.

ARTICLE 5 - HEALTH & WELFARE BENEFITS FOR ACTIVE EMPLOYEES

5.1 Active Employee Health Plans

~~Effective June 2, 2009, a~~An eligible employee and eligible dependent(s) (as defined below), ~~are~~ is allowed only to enroll either as a single subscriber in a County offered medical, dental, vision plan and/or dependent life insurance, or as the dependent spouse/domestic partner of another eligible County employee/retiree, but not both. If an employee is also eligible to cover their dependent child/children, each child will be allowed to enroll as a dependent on only one employee or retirees' plan (i.e., an employee and his or her dependents cannot be covered by more than one County offered Health plan).

An eligible employee is:

- A County of Sonoma probationary or regular full-time or probationary or regular part-time employee (refer to Article 5.2.8 regarding plans offered and pro-ration of benefits for part-time employees).

An eligible dependent is (as defined in each plan document/summary plan description):

- Either the employee's spouse or domestic partner (~~requires signed domestic partner affidavit filed with the County~~); or
- An unmarried child based on your plan's age limits or a disabled dependent child regardless of age.

5.2 Participation-Enrollment in County Offered Health (Medical, Dental, Vision, Life Insurance) Plans

Election to ~~participate-enroll~~ in a County offered health plan will take place during the ~~first full pay period~~ within the first 30 days following ~~employment date~~ of appointment to a permanently allocated position of .49 FTE or greater, or it shall be made during an annual open-enrollment period. Enrollment in vision and basic life insurance is automatic. Mid-year enrollment can only be permitted as allowed by IRC Sect. 125 or as required by HIPAA or other applicable regulations.

The effective date of benefits will be the first of the month following the date of hire or initial eligibility.

5.2.1 County Offered Medical Plan(s)

~~For individuals covered under this MOU, there are~~The County offers three medical plans, ~~the in addition to the HMOs described in 18.2.2:~~ County Health Plan PPO, County Health Plan EPO, and United Health-Care High-Deductible Health Plan (HDHP)Kaiser HMO (\$10 co-pay) Plan. The benefit provisions, co-payments and deductibles of each plan are outlined in the Plan's Summary Plan Description or Explanation of Benefits, Evidence of Coverage, as of June 1 of each coverage year.

~~5.2.2~~ County Offered Health Maintenance Organization (HMO) Medical Plans

~~The County may offer up to two (2) HMO medical plans to eligible employees and their eligible dependent(s). Specific reference to a vendor listed below does not obligate the County to continue to offer a medical plan offered by a specific vendor. The County may change health insurance carrier(s) and/or network provider(s) provided the plan design(s) are substantially equivalent. The HMOs have the following co-pays:~~

| Benefit Type | Co-Pay |
|---------------------------------|---|
| Kaiser Office Visit | \$10 |
| Kaiser Prescription Drug | \$5 generic/ \$10 formulary brand name |
| United Health Care Office Visit | \$10 |

| | |
|--------------------------------------|---|
| United Health Care Prescription Drug | \$5 generic/ \$15 formulary brand name/ \$30 non-formulary brand name |
|--------------------------------------|---|

~~For all other plan benefits and provisions, refer to the insurance carrier's plan document for each HMO medical plan.~~

5.2.32 County Contribution Toward Active Employee Medical Benefits

Effective June 2, 2009, the County shall contribute a flat dollar amount not to exceed \$229.98 per pay period (\$500 per month) toward the cost of any County offered medical plans for any eligible full-time regular employee and their eligible dependent(s).

This is the full and total contribution amount the County will contribute toward medical benefits for active regular employees and their dependent(s)

The County shall contribute to part-time eligible employees on a pro-rated basis, in accordance with Article 5.2.8.

5.2.43 Dental Benefits

The County ~~will offers~~ dental and orthodontic benefits to full and part-time regular employees and their eligible dependent(s). ~~For all plan b~~Benefits and provisions, co-payments and deductibles are outlined in the Summary Plan Description or Evidence of Coverage. ~~refer to the insurance carrier's plan document.~~

The employee contribution(s) will be:

~~Effective August 11, 2009: Employee Contribution: shall be~~ \$13 per pay period (\$28.26 per month)

The County shall contribute to part-time eligible employees on a pro-rated basis, in accordance with Article 5.2.8.

5.2.54 Vision Benefits

The County ~~will provide~~provides vision benefits to full-time active employees and their dependent(s), and computer vision care benefits to full-time active employees, with no employee contribution. ~~For all plan benefits and provisions, refer to the insurance plan document. The County will pay the total cost of the premium for vision benefits for full time active employees.~~

Part-time employees will be enrolled automatically in the vision benefit and the County shall contribute to part-time eligible employees on a pro-rated basis, in accordance with Article 5.2.86.

Benefit provisions, co-payments and deductibles are outlined in the Summary Plan Description or Evidence of Coverage.

5.2.6 Computer Vision Care Benefits

The County will offer a Computer Vision Care (CVC) benefit. Full and part time employees who are assigned to use a computer for twenty (20) hours per week or more on an ongoing basis, as a part of their regular job assignment, will be eligible for the CVC benefit. Employees who do not meet the ongoing twenty-hour per week threshold, but are experiencing problems can contact their supervisor to arrange for an assessment by Risk Management.

Eligible employees will receive a CVC eye examination and, if prescribed, VDT lenses and frames through arrangement with the County's CVC vendor.

5.2.7-5 Life Insurance

The County shall provide to each eligible employee, at no expense to the employee, a basic term life insurance plan equivalent to two (2) times the employee's annual salary computed on the basis of multiplying the biweekly salary in effect at the time of death by 26.089 for an allocated full-time equivalent position of sixty hours or more (.75 FTE or more). The premium for this benefit shall be paid by the County. Enrollment in basic life insurance is automatic, based on eligibility.

Each eligible and enrolled employee may purchase through payroll deduction, dependent coverage of \$5,000 for each eligible dependent. Benefit provisions are outlined in the Summary Plan Description or Evidence of Coverage.

Each Eligible employees is may also eligible to purchase supplemental life insurance for himself or herself/themselves at their own expense, upon initial eligibility or during the annual open enrollment periods specified in Section 5.2. The employee may purchase supplemental coverage in increments one times (1X) to 4 times (4X) the basic coverage to a maximum of \$500,000, in accordance with the insurance carrier's policy as described in the County's contract with the insurance carrier. Such supplemental employee only insurance will become effective when the employee successfully completes the enrollment and application process. Each eligible and enrolled employee may purchase through payroll deduction, dependent coverage of \$5,000 for each eligible dependent. For all other plan benefits and provisions, refer to the insurance policy document. Participating employees and the County will be required to follow the insurance company's

contracted requirements with respect to maximum amounts and the necessity for evidence of insurability in order to be eligible to receive the benefit as may be amended from time to time and may be based on actual participation by County employees in the program. An employee enrolled in supplemental coverage who moves from one age bracket to the next higher bracket will have to pay the rate of the higher age bracket beginning the January of the year in which the employee moves to the higher age bracket.

5.2.86 Part-Time Employee – Health Plans

Part-time employees in allocated positions of 32 hours or more biweekly (0.40 FTE minimum) shall be eligible to participate in the County's medical, dental and vision plans and the County's contribution toward their premiums shall be pro-rated. Pro-ration shall be based on the number of pay status hours in the pay period, excluding overtime, plus eligible unpaid leaves as required by law such as FMLA and CFRA. Employees in allocated positions of fewer than 32 hours biweekly and receiving health benefits prior to June 1, 2010 will be grandfathered and remain eligible to receive pro-rated benefits.

5.3 Employee Assistance Program

The County will continue the current level of benefits under the Employee Assistance Program (EAP) for all represented employees during the term of this Memorandum.

5.4 Long-Term Disability (LTD)

The Association has elected to purchase Long Term Disability benefits ~~from an outside provider offered through PORAC~~ as a part of Association membership. Coverage is mandatory, based upon provider's policy, and premiums will be paid by the employees ~~by through payroll deduction on the first payroll of each month. An amount equivalent to the premium will be paid to the employee, and included in retirement calculations on the pay date the deduction is taken.~~ Should the bargaining unit elect for higher coverage than is currently offered, the higher coverage level will be mandatory for all bargaining unit members, and employees will be responsible for any increase in premiums above ~~\$19.50~~ 22.50 per month. The additional premium cost will be paid by the employees by payroll deduction on the first payroll of each month, ~~and the amount in excess of \$19.50 will not be included in retirement calculation.~~

The insurance provider will be required to supply the County information on benefits paid to employees. Sick leave accruals may be used to supplement long-term disability benefits according to the plan document.

~~Prior claims under the County's self-insured plan will be processed according to the procedures set forth in the County's plan document.~~

The Association will provide to the Human Resources Department a monthly list of applicants and recipients, including a list of approvals and denials, and a copy of any changes to the LTD policy as the changes occur. In addition, the Association agrees that any separately purchased plan shall comply with the County's Transitional Duty Policy, including a requirement that benefits shall cease should an employee refuse a transitional duty assignment.

5.4.1 Claims Disputes over LTD

~~A. County Self-Insured Plan: Any dispute by an employee over a claim processed under the County's Long Term Disability (LTD) plan shall be first appealed to the Risk Management Division of the Human Resources Department for a final County decision.~~

~~— If the dispute remains unresolved to the satisfaction of the employee, the Association may file a grievance on behalf of the employee at the Arbitration Step of this Memorandum's Grievance Procedure for a final and binding decision.~~

~~B. Outside Provider Plan: Employees shall utilize the appeal procedures in the PORAC plan for any dispute regarding new claims under this plan.~~

5.5 Workers' Compensation Claims Disputes

Any dispute by an employee over a claim processed through workers' compensation shall be resolved solely through the appropriate appeal procedures of that system and may not be the subject of a grievance through this Memorandum.

5.5.1 Workers' Compensation Temporary Disability – Supplementing with Paid Leave

An employee not entitled to the benefits of Labor Code Section 4850 who is absent from work by reasons of industrial injury, compensable by temporary disability shall supplement such compensation with enough paid leaves to increase his/her gross earnings to equal his/her regular biweekly base salary as follows:

- All sick leave shall be taken until the remaining sick leave balance is 40 hours or less.
- Once the sick leave balance is 40 hours or less, the employee may elect to supplement by taking any combination of the remaining sick leave, vacation, and/or compensatory time off up to his/her base

salary.

- Employees whose sick leave balance is 40 hours or less may also elect not to supplement at all.

An employee shall accrue vacation leave and sick leave only during such portion of absence from work due to industrial injury for which the employee uses previously earned vacation leave, sick leave or compensatory time off.

5.6 Health Benefits - Medical/Pregnancy Disability Leave

When an employee exhausts all but forty (40) hours of sick leave and goes on medical or pregnancy disability leave without pay, the County will make its normal contribution to the employee's medical, dental, vision care, life insurance and LTD benefits for a period not to exceed thirteen (13) pay periods per disability. Beginning with the fourteenth (14th) pay period, the employee will be entitled to continue coverage through COBRA Continuation of Coverage and is responsible for by-paying COBRA premiums by the due date.~~the full cost of the insurance premiums.~~ Prior to the exhaustion of the thirteen (13) pay periods, the County will provide reasonable advance notice of the employee's obligations regarding the opportunity to continue employee-paid benefits.

An employee who returns to work from medical or pregnancy disability leave without pay prior to the exhaustion of the thirteen (13) pay periods of entitlement under this Article shall not have the thirteen (13) pay period entitlement reduced for any pay period in which the employee is in pay status for at least fifty percent (50%) of the employee's allocated full time equivalent as specified in this Article 5.6 (Medical/Pregnancy Disability Leave). If the employee returns to medical or pregnancy disability leave without pay for the same condition, the thirteen (13) pay period time frame will continue where it left off and will be reduced only for those pay periods when the employee's pay status hours fall below fifty percent (50%) of the allocated full-time equivalent.

The County's thirteen (13) pay period Medical Leave without pay benefit entitlement shall run concurrent with Family Medical Leave Act (FMLA), California Family Rights Act (CFRA), and California Pregnancy Disability Leave (CPDL).

The employee's ~~eighteen (18) month~~ entitlement under COBRA law shall begin when FMLA/CFRA/CPDL has been exhausted and the employee is no longer eligible for a County contribution toward medical benefits. ~~goes on an unpaid leave, which is less than fifty percent (50%) of the employee's allocated hours.~~ When an the employee returns to work and has at least fifty percent (50%) of the employee's allocated full time equivalent in pay status, eligibility

~~for a County contribution toward health benefits is regained. Benefit coverage begins the first of the following month, in any pay period and subsequently goes out on Medical or Pregnancy Disability Leave, the eighteen (18) month COBRA time period starts over again. A new eighteen (18) month COBRA period begins again from the pay period in which the employee has a reduction of hours below fifty percent (50%) of the employee's allocated full-time equivalent, as this would constitute a new qualifying event under COBRA.~~

5.6.1 Health Benefits During Leaves of Absence – Non-Medical Leaves Without Pay Medical, Dental & Vision Benefits – LWOP or Unpaid Absence

If an employee is on an unpaid absence or goes on leave without pay, either of which reduces the employee's time in pay status to less than 50% of the employee's allocated full-time equivalent position in a pay period, the County will cease to pay its normal benefit contributions. The employee must pay the total health plan premium(s), if the employee desires to continue any coverage. If an employee is on an unpaid absence or goes on leave without pay, either of which reduces the employee's time in pay status to not less than 50% of the employee's regular schedule in a pay period, the County will continue to pay its normal benefit contributions.

5.6.2 Continuation of Health Benefits Coverage

An employee, who is entitled to continued benefit coverage as specified in Article 5.6 (Medical, Dental, & Vision Benefits- LWOP or Unpaid Absence) or 5.6.1 (Health Benefits-Medical/Pregnancy Disability Leave), must notify the Auditor Controller-Treasurer-Tax Collector (ACTTC) no later than five (5) County business days after the first (1st) day of the leave of absence, of the employee's intent to continue insurance coverage. The employee must apply for a leave by completing a Leave of Absence Form.

If the Department authorizes the leave, the Department shall forward the completed Leave of Absence Form to the ACTTC's Office. To assure continued insurance coverage, premiums shall be paid by the employee to the ACTTC's office no later than the last day of the pay period or the date specified in the notice. If the employee fails to pay the premium by the last day of the pay period, he/she will receive one (1) reminder notice. In order to ~~reinstate~~ prevent a lapse coverage due to non-payment, the employee shall pay a \$25.00 late charge in addition to the premium amount by the date specified in the reminder notice.

Only one (1) reminder notice will be sent. If the employee fails to make proper payment within 30 days of the first due date, to the ACTTC by the end of the second (2nd) pay period, the employee's continued medical, dental, vision, life

insurance and LTD coverage shall be terminated. Coverage will not be reinstated until the 1st of the month following return to pay status.

5.6.3 Part-Time Employees – Health Benefits During Leave of Absence

Part-time employees shall be eligible to participate in the medical benefit plans and/or the dental plans on a prorated basis, as defined in Article 5.2.86. For pay periods with no pay status hours, pro-ration shall be based on the employee's FTE. Part-time employees shall be entitled to participate in long-term disability as specified in Article 5.4 (Long-Term Disability).

5.6.4 COBRA

The County ~~will continue to comply with~~ provides insurance continuation of health benefits at group rates plus 2% as required by the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1986, including any applicable subsequent amendments or revisions where applicable. ~~In the event this Act is rendered inapplicable to the County, either by legislative or judicial action, the County shall, from the effective date of such action, not follow its provisions.~~

5.7 Salary Enhancement Plans

IRS Section 414(h)

All employees who belong to the retirement system shall have their wages adjusted according to Section 414(h)(2) of the Internal Revenue Code, which has the effect of deferring Federal and State income taxes on the employee's retirement contributions.

IRS Section 125

Premium Conversion

The County shall continue, under IRS Code Section 125, to administer a Health Care Premium Conversion Plan that allows eligible employees to make their required contributions towards health premiums with pre-tax dollars through payroll deduction. The County will make no contribution to this plan, however, it will bear the cost of administering this benefit.

~~Benefits eligible for this conversion are premium contributions for group medical, dental and vision benefits and do not constitute any contribution from the County.~~

Health Flexible Spending Account

The County ~~shall continue to offer under IRS Code Section 105, a Health Care Reimbursement~~ provides a Health Flexible Spending Account (FSA) to enable eligible employees to set aside pre-tax dollars for reimbursement of employee's

~~medical expenses not reimbursed or covered under medical, dental and vision insurance plans. Such expenses include deductible, co pays, and qualified medical expenses not reimbursed by the employee's health insurance plan and shall be expanded will be provided to the maximum amount stipulated in the Plan and consistent with the law.~~

Dependent Care Assistance Program

~~The County will continue the Child and provides a Dependent Care Assistance Plan Program under IRS Code Section 129 subject to the limitations and maximums as stipulated under law.~~

All of these plans will be administered by the County in accordance with applicable Federal and State laws as amended and, as such, are not subject to Article 27 (Grievance Procedure) of the Memorandum.

5.8 Plan Documents and Other Controlling Documents

While mention may be made in this MOU of various provisions of benefit programs, specific details of benefits (including disputes and/or appeals) provided under County offered health plans shall be governed solely by the plan documents or insurance contracts and/or policies maintained by the County. The County will bear no responsibility for resolving disputes/appeals between an employee and a contracted health plan vendor. Within this section, vendor refers to insurance company, Knox-Keene organizations licensed in the state of California to provide health benefits, benefits administration, or network management. Summary Plan Descriptions and evidence of coverages are available on-line on the County's Human Resources webpage.

5.9 Long Term Care Payroll Deduction

~~The County agrees that represented employees may purchase CalPERS Long Term Care Insurance at their own expense through bi weekly payroll deduction as long as the County is eligible to participate in the CalPERS payroll deduction program.~~

~~Each employee is responsible to submit his/her own application and any subsequent membership changes directly to CalPERS, as CalPERS Long Term Care is not a County program or under County direction. CalPERS may directly invoice employees for missed payroll deductions or premiums due prior to start up of payroll deduction.~~

5.10 Voluntary Retiree Medical Program

~~The parties agree that the County may exercise a re-opener during the term of this agreement to meet and confer on the development of creating 1) a choice~~

~~of retiree medical benefit plans for all eligible employees, whereas they may elect to participate in the new tier defined contribution plan, and 2) a voluntary employee paid retiree medical savings vehicle (e.g., VEBA).~~

5.9 Health Reimbursement Arrangement (HRA) Contribution

Effective the pay period beginning on December 10, 2013, all eligible full and part-time employees as defined in Article 3.2, enrolled in a County sponsored medical plan will receive a contribution into a Health Reimbursement Arrangement (HRA) and can participate in the HRA plan based on County medical plan enrollment as described herein. Eligible employees who waive medical coverage and are not enrolled in a County sponsored medical plan will not receive a contribution into the HRA.

For active employees meeting the above eligibility criteria, the County will contribute the amount specified in the table below, per pay status hour to a maximum of 80 hours per biweekly pay period. The County will contribute to eligible part-time employees on a pro-rated basis in accordance with Section 5.2.6.

| <u>Coverage Level</u> | <u>Effective 12/10/2013 – 12/08/2014</u> | | <u>Effective 12/09/2014 - 5/11/2015</u> | | <u>Effective 9/3/2015</u> | |
|-----------------------|--|---------------------------|---|---------------------------|----------------------------|---------------------------|
| | <u>Per Pay Status Hour</u> | <u>Monthly Equivalent</u> | <u>Per Pay Status Hour</u> | <u>Monthly Equivalent</u> | <u>Per Pay Status Hour</u> | <u>Monthly Equivalent</u> |
| <u>EE +1</u> | <u>\$.58</u> | <u>\$ 100</u> | <u>\$.71</u> | <u>\$ 124</u> | <u>\$.97</u> | <u>\$ 169</u> |
| <u>EE + 2</u> | <u>\$ 1.73</u> | <u>\$ 300</u> | <u>\$ 2.30</u> | <u>\$ 400</u> | <u>\$ 2.67</u> | <u>\$ 465</u> |

Access to reimbursement under the HRA Plan will become effective December 31, 2013. County contributions pursuant to this article will be available to Plan participants for reimbursement of eligible medical care expenses as incurred by an eligible employee or dependent(s) as defined under Internal Revenue Code Sections 105 and 106.

HRA contributions made pursuant to this article are separate and apart from HRA contributions and benefit eligibility criteria for Retiree Medical for employees hired on or after January 1, 2009, pursuant to Section 6.3. The parties agree that the health benefits in this Article 5 are available only to active employees. The parties agree that the health benefits in this Article 18 are not vested and are subject to negotiations for a successor MOU. The HRA contributions included in this section 18.9 (refer to table above) are part of the status quo for future negotiations.

The County of Sonoma Health Reimbursement Arrangement (HRA) Plan Document will be amended to reflect the above HRA contribution and benefit eligibility criteria for active employees.

The County makes no representations or warranties in regard to the tax

treatment of the HRA, including whether any portion of the HRA is taxable by the Internal Revenue Service or the Franchise Tax Board.

5.10 One-Time, Lump Sum, Non-Recurring and Non-Pensionable Contributions

A. On January 15, 2014, for full-time employees enrolled in a County sponsored medical plan, the County shall contribute into each employee's Health Reimbursement Arrangement (HRA), a one-time, lump sum, non-recurring, and non-pensionable payment of one hundred dollars (\$100) plus an additional one-time, non-pensionable, contribution of seven hundred seventy-two dollars (\$772). For part-time represented employees enrolled in a County sponsored health plan, the County shall prorate (on the basis of FTE) these one-time, lump sum non-recurring, and non-pensionable contributions into an HRA.

On January 15, 2014, full-time employees not enrolled in a County sponsored medical plan will receive a one-time, lump sum, non-recurring and non-pensionable contribution of five hundred dollars (\$500) into a Flexible Spending Account (FSA) if allowable under IRS contribution limits. For part-time represented employees not enrolled in a County sponsored medical plan, the County shall prorate (on the basis of FTE) this one-time, lump sum, non-recurring into an FSA.


B. On August 13, 2014, for full-time employees enrolled in a County sponsored medical plan, the County shall contribute into each employee's Health Reimbursement Arrangement (HRA), a one-time, lump sum, non-recurring, and non-pensionable payment of one thousand two hundred forty-seven dollars (\$1247). For part-time represented employees, the County shall pay FTE-prorated (on the basis of FTE) this one-time, lump sum non-recurring, and non-pensionable contribution into an HRA.

Employees not enrolled in a County-sponsored medical plan shall not be eligible for any August 13, 2014, one-time, lump sum, non-recurring contribution.

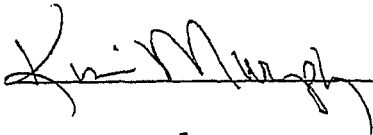
C. On August 12, 2015, for full-time employees enrolled in a County sponsored medical plan, the County shall contribute into each employee's Health Reimbursement Arrangement (HRA), a one-time, lump sum, non-recurring, and non-pensionable payment of one hundred dollars (\$100) plus an additional one-time, non-pensionable, contribution of eight hundred ninety-one dollars (\$891). For part-time represented employees enrolled in a County sponsored health plan, the County shall prorate (on the basis of FTE) these one-time, lump sum non-recurring, and non-pensionable contributions into an HRA.

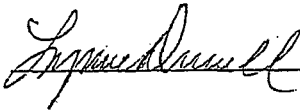
On August 12, 2015, full-time employees not enrolled in a County sponsored medical plan will receive a one-time, lump sum, non-recurring and non-pensionable contribution of five hundred dollars (\$500) into a Flexible Spending Account (FSA), if allowable under IRS contribution limits. For each part-time represented employee not enrolled in a County sponsored medical plan, the County shall prorate pay (on the basis of FTE) this one-time, lump sum non-recurring, and non-pensionable contribution into an FSA.

FOR THE COUNTY:



Paul Allen





DATE: 11-28-13

FOR DSLEM:



DATE: 11/25/13

COUNTY OF SONOMA

DEPUTY SHERIFFS' LAW ENFORCEMENT MANAGEMENT (DSLEM)

Bargaining Unit: 0043

TENTATIVE AGREEMENT

November 25, 2013

The County Of Sonoma ("County") and the Deputy Sheriff's Law Enforcement Management ("DSLEM") have negotiated and reached a Tentative Agreement on this provision of the Memorandum of Understanding ("MOU"). No tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the entire comprehensive agreement is subject to ratification by the DSLEM bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents.

ARTICLE 6 - MEDICAL BENEFITS FOR FUTURE RETIREES

6.1 Retiree Medical Coverage

Effective June 1, 2009, an eligible retiree and eligible dependent(s) (as defined below), may be enrolled in a County offered medical plan as described in section 6.4 but is allowed only to enroll either as a subscriber in a County offered medical plan or, as the dependent spouse/domestic partner of another eligible County employee/retiree, but not both. If an employee/retiree is also eligible to cover their dependent child/children, each child will be allowed to enroll as a dependent on only one employee or retirees' plan (i.e., a retiree and his or her dependents cannot be covered by more than one County-offered health plan).

An eligible dependent is (as defined in each plan document/summary plan description):

- Either the retiree's spouse or domestic partner; or
- A child based on your plan's age limits or a disabled dependent child regardless of age.

6.2 County Contribution toward Retiree Medical Plans - Employees Hired Before January 1, 2009

A. Eligibility

In order to be eligible for this benefit, the retiree must have:

1. Completed at least 10 years of consecutive regular full-time paid

County of Sonoma service employment. The equivalent worked or purchased regular part-time County service time can be counted toward the 10 years. However, any miscellaneous purchased service time such as extra help, contract, and leave of absence service time does not count toward this eligibility requirement, and

2. Have been a contributing member of the Sonoma County Employees' Retirement Association (SCERA) for the same time period, and
3. Retire directly from Sonoma County service.
4. Current retirees receiving a County contribution for retiree medical based on eligibility at the time of their retirement who do not meet the 10 year requirement as listed above are grandfathered in at the eligibility at the time of their retirement.
5. Laid-Off & Restored Employees.

Employees who were employed by the County prior to January 1, 2009, but who were laid off thereafter shall be eligible for the benefits described in this Article 6.2 provided that they are subsequently restored to County employment, pursuant to Civil Service Rule 11.4, rejoin the County retirement system, and are otherwise eligible for retiree medical benefits under this section. The break in service caused by the layoff shall be bridged upon restoration such that, although no service time is earned during the break, consecutive service is restored for eligibility for this benefit. To the extent allowed by law they shall not be eligible for the benefits described in Article 6.3 (County Contribution toward Retiree Medical Plans - Employees Hired On or After January 1, 2009 - Effective January 1, 2009).

B. County Contribution

The County shall contribute toward the cost of County offered medical plans for any eligible retiree whether or not the retiree covers eligible dependent(s), the same amount as it contributes toward the cost of County offered medical plans for active unrepresented administrative management employees (bargaining unit 50) in the Salary Resolution, but in no event shall the County contribution fall below \$500 per month. Any additional medical contributions provided only to retirees along with any eligibility requirements to receive those contributions shall be conferred as prescribed in the Salary Resolution. The retiree is responsible for all costs (including premiums) that exceed the total County contribution.

C. Additional Dependents

Retirees eligible under this section, may enroll eligible dependent(s) in the County offered medical plan elected by the retiree but the retiree is responsible for all premium costs in excess of the County's contribution.

6.3 County Contribution toward Retiree Medical Plans - Employees Hired On or After January 1, 2009 - Effective January 1, 2009

For employees hired on or after January 1, 2009, the County shall contribute to a Defined Contribution retiree medical benefit plan for each eligible employee in the form of a deposit into a Health Reimbursement Arrangement (HRA) account, as described below. Any eligible retiree and eligible dependent(s), as defined below, may enroll in a County offered medical plan, but the retiree is responsible for all costs (including County offered retiree medical plan and Medicare Part B premiums).

A. Eligibility

1. An employee must have been a contributing member (or a contribution was made on their behalf) of the Sonoma County Employees' Retirement Association (SCERA) for the eligibility period described below.
2. Regular full-time employees and part-time employees in an allocated position of 0.5 full-time equivalent or greater, hired on or after January 1, 2009 are eligible to receive a County HRA contribution, if they have completed two (2) full years of consecutive Sonoma County regular service (excluding overtime) in pay status.
3. If an employee separates employment before meeting the eligibility requirement, the employee shall receive no benefit.
4. Laid-Off & Restored Employees.

Employees who were employed by the County on or after January 1, 2009, but who were laid off thereafter shall be eligible for the benefits described in this Article 6.3 provided that they are subsequently restored to County employment, pursuant to Civil Service Rule 11.4, rejoin the County retirement system, and are otherwise eligible for retiree medical benefits under this section. The break in service caused by the layoff shall be bridged upon restoration such that, although no service time is earned during the break, consecutive service is restored for eligibility for this benefit.

B. County Contribution

1. Initial County Contribution:
 - a. On the first pay date following completion of the eligibility requirements, regular full-time employees shall receive a lump sum contribution of \$2,400 deposited into an HRA account established in their name. Thereafter, contributions will be made each pay period based on pay status hours (no more than 80

hours biweekly), not including overtime, per pay period.

- b. The lump sum contribution amount for regular part-time employees shall be pro-rated based on their allocated position only (e.g., a regular employee in a 0.5 full-time equivalent allocated position will receive a lump sum contribution of \$1,200 deposited into their HRA account).

2. Regular County Contribution:

After the initial contribution (defined above) is made, the County shall contribute \$0.58 per pay status hour (no more than 80 hours biweekly), not including overtime, for each eligible employee. For a full time employee, this equates to approximately \$100 per month or \$1,200 per year, after the initial eligibility period is met.

3. Access to Account Balance:

- a. Participants may access the balance in their HRA account upon termination of employment and attainment of age 50 or upon retirement from the Sonoma County Retirement System, whichever is earlier.
- b. Participants may defer accessing the account balance to any time beyond the earliest date described in (a).
- c. Amounts that remain in the account balance are available to reimburse the participant for the same permitted medical expenses for the spouse and any other dependent covered under the retiree medical plan, however, federal regulations do not permit the inclusion of expenses for domestic partners.

4. Survivors of eligible retirees with account balances:

- a. Spouses and eligible dependent children or dependent adults that are disabled may continue to access account balances after the death of the retiree.
- b. Domestic partners are not permitted access to the account balances of the participant by virtue of restriction in the federal regulations that govern these types of accounts.

5. Forfeiture of account balance:

- a. If an active employee dies prior to retirement, the amount of account balance is available to participating spouses and dependents to reimburse them for medical expenses permitted under the relevant section of the Internal Revenue Code.
- b. Account balances in part or in total for active participants or retirees without any eligible spouse or dependent or unused

account balances after the death of the last eligible spouse or dependent will be forfeited and returned to all other active and retired participants in the form of a dividend allocated in direct proportion to the amount to be distributed divided by the total account balance for all participants applied to each individual account balance. These distributions will occur within 120 days after the annual certified audit of the plan is submitted to the administrator and the County.

This benefit will be subject to regulation under section 105(b) of the Internal Revenue Code and subject to revenue rulings for these types of plans as promulgated:

6.4 Surviving Dependent – County Contribution for Employees Hired Before January 1, 2009

Upon the death of a retiree enrolled in a County offered retiree medical plan, the County will continue to pay the County's contribution toward the medical plan premium costs as follows:

One eligible surviving dependent will be allowed to continue their coverage if the surviving dependent meets each of the following criteria:

- (1) Has been an eligible dependent of a retiree who was eligible to receive a contribution toward a County offered retiree medical plan under Article 6.2 prior to the death of the retiree, and
- (2) Either be enrolled or have waived coverage at the time of the retiree's death.

Any additional surviving eligible dependent(s) enrolled under the retiree's medical plan at the time of the retiree's death, may continue participation in the County offered medical plan but remain responsible for all premium costs in excess of the County contribution.

6.5 Surviving Dependent – County Contribution for Employees Hired On or After January 1, 2009

Upon the death of a retiree enrolled in the Defined Contribution retiree medical benefit plan (as defined in Article 6.3), an eligible surviving dependent(s) may continue participation in the County offered medical plan but remains responsible for all costs (including premiums).

To be eligible, a surviving dependent must either be enrolled or have a waiver on file with the County, at the time of the retiree's death.

This benefit will be subject to regulation under section 105(b) of the Internal Revenue Code and subject to revenue rulings for these types of plans as promulgated.

6.6 DSA Retiree Medical Trust

Establishment of the Trust

The Association shall establish, or join, a Retiree Medical Trust (DSA RMT or Trust) for past, current and future members of Bargaining Units 46 and 47 (DSA) and Bargaining Unit 43 (DSLEM) and their surviving dependents. The class of eligible DSA RMT participants shall be identified by the Association with the County's assistance, and the Trust shall be established according to trust documents approved by the Association, without any involvement of the County (beyond the funding obligations herein). The establishment of and participation in the Trust shall be the complete and sole responsibility of the Association. The County shall not have any involvement in its design, its administration or in the benefits paid, nor shall the County have any responsibility for any actions of the Trust or its trustees or of the Association with respect to the Trust. The Association shall ensure that the Trust applies for and secures tax exempt status, including an IRS determination letter, pursuant to Internal Revenue Code provision 501(c)(9) and all other applicable laws and regulations; and the Association shall procure an appropriate Private Letter Ruling(s) (PLR) authorizing the funding of the trust on a tax-favored basis (i.e., that the salary and sick/vacation leave contributions will be made to the Trust on a pre-tax basis) prior to its establishment.

6.6.1 Contributions to the DSA Trust

A. County contribution

Effective the pay period starting on August 11, 2009, for each regular filled DSLEM position in paid status, the County shall contribute \$10 each pay period to the DSA RMT, through the ~~August 9, 2013~~ December 9, 2015 expiration of the MOU and absent a successor MOU continuing such contribution.

B. Employee contribution

Each regular employee in paid status filling a classification in Bargaining Unit 43 shall have a mandatory pre-tax reduction of \$59.23 per pay period taken from their regular earnings and paid into the DSA RMT. In the event that an employee does not have sufficient earnings to pay the pre-tax reduction in any given pay period, the employee contribution will be made only up to the amount of his or her earnings.

This Article 6.6.1.B is not grievable under the MOU.

6.6.2 Leave accruals paid out at separation-retirement

Effective upon receipt of a PLR regarding the transfers of sick leave and vacation leave into the Trust and an opinion letter (if available) by the State of California Division of Labor Standards Enforcement regarding the payout of vacation (Opinion Letter), the parties shall execute a side letter to this MOU providing that and no earlier than August 9, 2010/December 10, 2013, each regular employee filling a classification in Bargaining Unit 43 shall have 50% of their existing payouts of accumulated sick leave and vacation owed to them at the time of retirement at separation from employment go directly into individual accounts in the DSA RMT. ~~The Association shall, in accordance with the PLR, determine what uniform percentage of accumulated sick leave and vacation termination payouts shall be allocated by all members of the bargaining unit to be deposited into their individual accounts. This percentage shall be reflected in a side letter to this MOU executed during the term of this MOU.~~

6.6.3 For bargaining unit members hired on or after January 1, 2009, the County contributions to the employees' County HRA account described in Article 6.3, combined with the County contribution to the DSA RMT as described in Article 6.6.1, constitute the County's entire obligation towards medical benefits upon termination and/or retirement and the parties agree that no other retiree medical benefits exist.

For bargaining unit members hired before January 1, 2009, the County contributions described in Article 6.2, combined with the County contributions to the DSA RMT as described Article 6.6, constitute the County's entire obligation towards medical benefits upon retirement and the parties agree that no other retiree medical benefits exist.

6.6.4 The Association is solely responsible for obtaining any necessary IRS approvals, and for establishing and administering the DSA RMT, or joining another Retiree Medical Trust. The Association will indemnify, defend and hold harmless the County, its agents, officers, and employees, against any and all claims or legal proceedings regarding the Trust's establishment. If the Association establishes the Trust, then to the extent permitted by law and the IRS, the Trust will indemnify, defend and hold harmless the Association and the County, its agents, officers, and employees, against any and all claims or legal proceedings regarding the operation of the Trust. In the event that inclusion of such a provision compromises the ability of the Trust to secure the requisite tax exempt status, the indemnity, defense and hold harmless provision shall not be


incorporated into the Trust document. If the Association joins another Retiree Medical Trust, the Association shall make all reasonable efforts to procure indemnification language related to the operation of the Trust on behalf of the Association and the County.

6.6.5 In the event that any court, arbitrator, administrative agency, or other tribunal of competent jurisdiction determines that any of the contributions described in Article 6.6.1 are to be included in calculating the County's contribution toward retiree medical insurance for any retiree(s), then the contributions described in Article 6.96.1 shall be held in abeyance and the parties shall meet and confer on the matter to preserve the intent of the parties in an attempt to reach an agreement to preserve the benefits negotiated in Article 6.6.1.

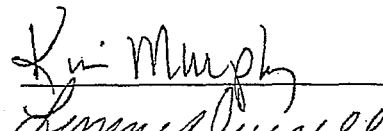
6.6.6 In consideration for the benefits provided in Article 6.6, the Association on behalf of itself and its members/survivors waives any cause of action based on County conduct regarding retiree medical benefits from April 1, 2007 through date of adoption by the BOS of the DSA/DSLEM MOUs. Unless compelled by operation of law, the Association further agrees it will not initiate, financially support, or participate in any grievances, claims, demands, or suits against the County resulting from or in connection with the matters described herein.

6.6.7 The DSA RMT will require eligible bargaining unit retirees to sign an agreement as part of their participation in the Trust, which will include statements that (1) the participant waives any cause of action against the County or the Association regarding changes to retiree medical benefits from April 1, 2007 through the date of adoption by the BOS of the 2008-2010 DSA/DSLEM MOUs; and (2) the participant understands that the benefits identified in DSA Article 19.6.3 (DSLEM Article 6.6.3) constitute the County's entire obligation towards post-employment medical benefits and no other post-employment medical benefits exist. The parties agree to continue discussing this section to address concerns raised by DSLEM with IRS regulation compliance.

FOR THE COUNTY:

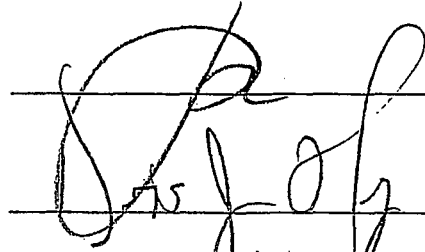


Brad Allen



Kim Murphy
Symmes County
MP #4821-4861-5959 v2

FOR DSLEM:



David J. O'Connell

DATE: 11/25/13

DATE: _____

Nov 25, 2013
Package

COUNTY OF SONOMA

DEPUTY SHERIFFS' LAW ENFORCEMENT MANAGEMENT (DSLEM)

Bargaining Unit: 0043

TENTATIVE AGREEMENT

November 25, 2013

The County Of Sonoma ("County") and the Deputy Sheriff's Law Enforcement Management ("DSLEM") have negotiated and reached a Tentative Agreement on this provision of the Memorandum of Understanding ("MOU"). No tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the entire comprehensive agreement is subject to ratification by the DSLEM bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents.

ARTICLE 8 - DEFERRED COMPENSATION

- 8.1 The County agrees to maintain the current deferred compensation plan for bargaining unit members eligible under Federal law and the rules of the deferred compensation plan.

Nothing herein renders County liable to Association or any employee for a discontinuance of Internal Revenue Service or Franchise Tax Board approval of any County deferred compensation plan or portion thereof.

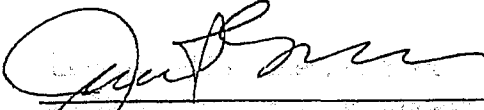
- 8.2 ~~(The County's deferred compensation contribution shall be reduced, due to Mandatory Time Off, in fiscal years 2010/2011 and 2011/2012, see attached Letter of Understanding for details.)~~

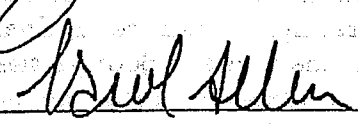
The County agrees to deposit into the deferred compensation account of each employee in the bargaining unit four and one-half percent (4.5%) of the employee's biweekly gross salary.

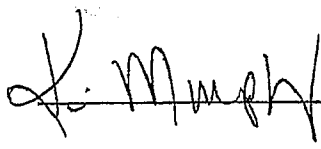
In order to receive this benefit, the employee must be in pay status for at least 50% of the employee's regular work schedule during the pay period for which the deposit is made and continue to be eligible for remaining in the Deferred Compensation Program.


8.3 Beginning with the first pay date in February, 2003, represented employees who receive deferred County-paid 401 (A) Plan benefits will pay seventy-five cents (\$.75) each pay period.

FOR THE COUNTY:






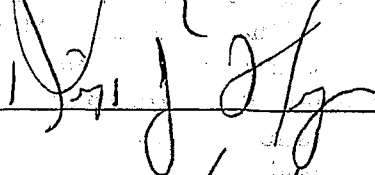




DATE: 11-25-13

FOR DSLEM:





DATE: 11/25/13

COUNTY OF SONOMA
DEPUTY SHERIFF'S LAW ENFORCEMENT MANAGEMENT (DSLEM)
Bargaining Unit: 0043

TENTATIVE AGREEMENT

August 13, 2013

The County Of Sonoma ("County") and the Deputy Sheriff's Law Enforcement Management ("DSLEM") have negotiated and reached a Tentative Agreement on this provision of the Memorandum of Understanding ("MOU"). No tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the entire comprehensive agreement is subject to ratification by the DSLEM bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents.

ARTICLE 9 - DIRECT DEPOSIT

9.1 The County will ~~continue to make a deposit of~~ participating employees' pay checks directly to their bank or credit union accounts. The effective date of deposit will be one day after the regularly scheduled date of payroll issue.

9.2 Mail Deposit - Dues and AFLAC Premiums

The County will mail check(s) for Association dues, including money withheld from members' checks for AFLAC premiums, directly to the Redwood Credit Union for deposit into the Association's account. The Association shall provide the County all necessary account, mailing, and other deposit information to allow the deposit by mail. The County's full obligation under this Section 9.2 shall be fulfilled when the check for the required amount is placed in the mail to the designated address. The Association shall indemnify and hold the County harmless for any failure of the check to reach the Redwood Credit Union or to be deposited into the Association's account.

9.3 Mailing RMT Contributions

The County shall mail directly to the RMT program administrator as identified by the Association, the County and employee contributions required to be made to the Retiree Medical Trust (RMT) pursuant to Section 6.6.1. The Association shall provide the County the RMT program administrator's legal name, address, and any other required mailing instructions necessary to enable the mailing. The County's full obligation under this Section 9.3 shall be fulfilled when the check for the required contributions is placed in the mail to the designated address. The Association shall indemnify and hold the County harmless for any failure of

the check to reach the RMT program administrator or otherwise be processed.

FOR THE COUNTY:

8/14/13
[Signature]
[Signature]
[Signature]

[Signature] 8-14-13

FOR DSLEM:

[Signature]
[Signature]

COUNTY OF SONOMA

DEPUTY SHERIFF'S LAW ENFORCEMENT MANAGEMENT (DSLEM)

Bargaining Unit: 0043

TENTATIVE AGREEMENT

JULY 17, 2013

The County Of Sonoma ("County") and the Deputy Sheriff's Law Enforcement Management ("DSLEM") have negotiated and reached a Tentative Agreement on this provision of the Memorandum of Understanding ("MOU"). No tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the entire comprehensive agreement is subject to ratification by the DSLEM bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents.

Revise Article 11 as follows:

ARTICLE 11 - STAFF DEVELOPMENT

11.1 Staff Development

The County and the Association agree that the County retains full authority to determine training needs, resources that can be made available, and the method of payment for training authorized by the County. Nothing in this subsection shall preclude the right of an employee to request specific training.

11.2 Staff Development Benefit Allowance Program

The Department of Human Resources shall develop, modify, implement and administer administrative/programmatic guidelines to remain in compliance with federal and/or state law, and all County policies and procedures, based on the County's Staff Development Benefit Allowance Administrative Program Document.

Full-time and part-time (0.40 FTE and above) employees in regular allocated positions are eligible for the Staff Development Benefit Allowance.

An eligible employee may request reimbursement for allowable expenses, upon approval of the appointing authority, and as defined in the County's Staff Development Benefit Allowance Program Administrative Manual.

11.2.1 Staff Development Benefit Allowance – Amounts

As specified in the chart below, full-time and part-time eligible employees shall be entitled to the following annual benefit amounts:

| Bargaining Unit | Full time | | Part time | |
|---------------------------|-----------|-----------|-----------|-----------|
| | Allowance | Carryover | Allowance | Carryover |
| Management (0043) | \$800 | \$300 | \$400 | \$150 |
| Asst. Sheriffs (0043) | \$1,000 | \$300 | N/A | N/A |
| Physical Fitness/Wellness | \$400 | \$0 | \$200 | \$0 |

Carry-over funds shall not be cumulative from year to year.

Computer Hardware, Equipment and Mobile Devices

Staff Development Benefit Allowances may be used towards reimbursement for the purchase of computer hardware devices as defined in the County's Staff Development Benefit Allowance Program Administrative Manual, as well as other computer hardware, equipment and mobile devices. Monthly service charges for internet and mobile communication connections are not reimbursable under this program. The use and approval of all computer hardware, equipment and mobile devices is subject to review by the department head (or may be delegated to a senior manager only) and is subject to the specific job requirements for each job classification in that department. All computer hardware, equipment and mobile devices must be directly job related, must be used for County business a minimum of 50% of their use and requires department head (or senior manager designee) authorization in order to qualify for reimbursement. Department head authorization for the use of this benefit towards reimbursements for computer hardware, equipment and mobile devices must be outlined and approved in the employees' annual Professional Development Plan document and will be considered together with other staff development training and educational priorities required by the department head.

Pro-rated Benefits-Computer Hardware, Equipment, and Mobile Devices

In addition to the pro-ration of benefits outlined in the County's Staff Development Benefit Allowance Program Administrative Manual, all reimbursements for computer hardware, equipment and mobile devices made within one year of resignation, termination or retirement from County employment will require the individual to reimburse the County for the costs of the computer hardware, equipment or mobile device or return it to their department in good condition.

11.3 In-Service Training

The County shall make every effort to provide a program of in-service training for employees in the bargaining unit designed to maintain a high standard of performance and to increase the skills of employees in the bargaining unit. Training courses to be attended shall have a direct bearing on the work of the employee. Attendance at training courses may be authorized by the department head. Decisions by department heads on requests by employees should be based on the following criteria: the effect the absence of the employee will have on the department's operations and its ability to continue to provide the services and perform the functions for which it is responsible; the relationship of the subject of the program, seminar, conference or workshop to the function performed by the employee and the department, and the employee's professional development; and the method of financing requested by the employee.

11.3.1 Payment – In-Service Training

There are three ways the expenses of the program might be paid:

BY THE COUNTY: Expenditures for travel, meals, lodging, registration and other items included annually within the department budget.

BY OTHER PUBLIC OR PRIVATE AGENCIES: Occasionally, employees receive approval for their expenditures to be paid by grants from the State or Federal governments, from private organizations or from professional organizations.

BY THE INDIVIDUAL EMPLOYEE: Occasionally, the departmental budget may not permit expenditures for certain in-service training to be paid by the County. The employee may feel that the training would be of benefit to the employee's professional development, and therefore, would be willing to pay the expenses in

whole or in part from their Staff Development Benefit Allowance if the employee were permitted time off from work at full salary.

11.4 Physical Fitness

The County will make available \$400 per fiscal year for each eligible full-time employee and \$200 per fiscal year for each eligible part-time employee for use towards a physical fitness/wellness program. Employee enrollment in any physical fitness/wellness program shall be voluntary.

An eligible employee may request reimbursement for allowable expenses, ~~upon approval of the appointing authority,~~ and as defined in the County's Staff Development Benefit Allowance Administrative Program Document.

~~DSLEM represented members-employees~~ in the Sheriff's ~~Office~~Department can contribute \$50 or more from the Physical Fitness/Wellness benefit allowance to share voluntarily in the costs of equipment and equipment maintenance for the DSA/DSLEM-sponsored workout rooms located in Sheriff's ~~Office~~Department facilities (currently located at the Main office and Sonoma Police Department). These contributed funds are subject to the following requirements:

11.4.1 Contributions from the Physical Fitness/Wellness benefit must be made by May 15 each year. Funds contributed pursuant to Section 11.4, but not expended in any year may be carried over into the next fiscal year up to a maximum total of \$50,000 for all Sheriff's Office workout room sites (currently located at the Main office and Sonoma Police Department). If a third workout room site is added in the future, this total shall be increased by \$15,000. The maximum carry over amount specified in this section applies to all contributions to Sheriff's Office workout room sites by employees in the bargaining units represented by the Deputy Sheriffs' Association (DSA) and the Deputy Sheriffs Law Enforcement Management Association (DSLEM) combined.

11.4.2 A joint labor-management committee made up of two members appointed by the County and two members appointed by the Deputy Sheriffs' Association oversees the equipment purchase and maintenance. All equipment becomes the property of the CountySheriffs-Department.

11.5 Combined Use – Staff Development and Physical Fitness


Full-time and part-time eligible employees may apply up to the total Physical Fitness/Wellness reimbursement amount per year towards Staff Development allowance reimbursement (as described in Article 11.2.1 above).

Staff Development reimbursement funds may not be applied to Physical Fitness/Wellness, for which the maximum reimbursement is \$400 per year.

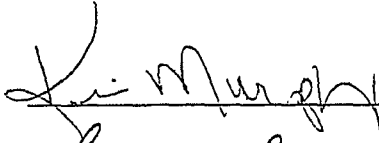
11.6 Non-Grievable

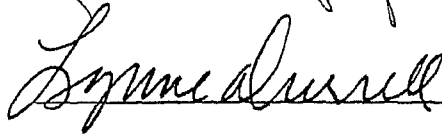
Article 11 of this MOU shall not be grievable or appealable under any County policy, resolution, rule, or contract provision.

FOR THE COUNTY





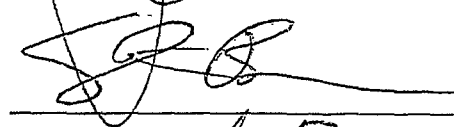





July 17, 2013

FOR DSLEM





 DSA Pres.

July 17, 2013

County Proposal # 8
Submitted On: 5/29/13

TA 6/12/13

County Proposal
May 15, 2013

COUNTY OF SONOMA

DEPUTY SHERIFF'S LAW ENFORCEMENT MANAGEMENT (DSLEM)

Bargaining Unit: 0043

COUNTY PROPOSAL

ARTICLE 13 - UNIFORMS AND EQUIPMENT

13.1 Uniforms

Each Sheriff's office employee covered by this Memorandum of Understanding shall be assigned a full complement of uniforms that meet the specifications prescribed by the County. Each employee who is required by the Sheriff to perform an assignment in which the employee is required to be in uniform shall wear the uniform that conforms to the specifications required by the County as a condition of employment. Employees assigned to duties requiring the wearing of uniform shall be entitled to the replacement of worn out or damaged uniform items as long as they continue to be assigned to such duties, provided that such damage occurred through no fault of the employee. Employees who are not assigned to duties that require the wearing of a uniform shall be responsible for the maintenance of a serviceable dress uniform that meets County specifications.

13.2 Equipment

While required safety equipment will be provided by the Sheriff's Department, additional work-related apparel, equipment and upgrades are provided by the employee. The employee shall receive an equipment allowance of \$500, to be paid during the month of July.

13.3 Use of Uniforms and Equipment

The parties acknowledge that County issued uniforms are not suitable for everyday wear outside working hours, and the employees shall use the equipment and wear uniforms only while on duty and traveling to and from County work.

NEGOTIATIVE AGREEMENT 6/12/13
COUNTY DSLEM

[Handwritten signatures]
Lynn Durrell

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Nov. 18, 2013
Package Component

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COUNTY OF SONOMA

SWORN LAW ENFORCEMENT MANAGEMENT (DSLEM)

Bargaining Unit: 0043

TENTATIVE AGREEMENT

November 18, 2013

The County Of Sonoma ("County") and the Deputy Sheriff's Law Enforcement Management ("DSLEM") have negotiated and reached a Tentative Agreement on this provision of the Memorandum of Understanding ("MOU"). No tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the entire comprehensive agreement is subject to ratification by the DSLEM bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents.

ARTICLE 14 – HOLIDAYS

14.1 Holidays - Paid

~~Paid holidays shall be authorized for regular full time and part time employees. To be entitled to pay for such paid holidays, an employee must be in pay status~~
The County shall provide full-time and part-time County employees the following paid holidays provided that the employee is in paid status on the employee's regularly scheduled workdays before and after the holiday.

14.2 Holidays - Scheduled Holidays

Scheduled holidays through the term of this Memorandum shall be as follows:

- (1) New Year's Day, January 1_{st}
- (2) Martin Luther King's Birthday, the third Monday in January
- (3) Lincoln's Birthday, February 12_{th}
- (4) President's Day, ~~the~~ 3rd Monday in February
- (5) Memorial Day, ~~the~~ the last Monday in May
- (6) Independence Day, July 4th
- (7) Labor Day, the first Monday in September
- (8) Veteran's Day, November 11
- (9) Thanksgiving Day, as designated by the President
- (10) The day following Thanksgiving Day
- (11) Christmas Day, December 25_{th}

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(12) Each day formally recognized by the Board of Supervisors of the County of Sonoma as a day of mourning, thanksgiving or special observance.

* Date Specific Holidays

14.3 Floating Holiday Elimination of Former Sections 14.3 & 14.4 (Floating Holiday and Eve Holiday Hours)

~~In lieu of an additional holiday, each employee who is in pay status on the last working day of June and the first working day of July shall be granted eight (8) hours of compensatory time which may be taken as time off on a day mutually agreeable to the employee and his/her department head, or may be accumulated as provided by this Memorandum. Each part time employee shall be entitled to a prorated number of hours as defined by Article 14.9.~~

The parties agree that all eight (8) Floating Holiday hours (formerly, Section 14.3 of the MOU) and all three (3) Eve Holiday Hours (formerly Section 14.4 of the MOU) will be eliminated effective upon approval of the DSLEM MOU by the Board of Supervisors.

Floating holiday hours, including eve holiday comp hours, accrued prior to the elimination of the provision will remain in the employee's Compensatory Bank. Such compensatory time may be taken off on a day mutually agreeable to the employee.

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~~14.4~~ Eve Holiday Hours

~~In lieu of a Christmas or New Year's eve holiday (4 hours), each full time employee who is in pay status on the last working day of June and the first working day of July, shall be granted 3 hours of compensatory time each fiscal year, which may be taken as time off of a day mutually agreeable to the employee and the appointing authority or may be accumulated as provided by this Memorandum. Subject to the same restrictions as required of full time employees, each part-time employee shall be entitled to a prorated number of hours, as defined by Article 14.9.~~

14.54 Holiday - Day Observed

If a ~~scheduled~~ date specific holiday listed in 14.2 falls on a Saturday, the preceding Friday shall be the County observed holiday. If a ~~scheduled~~ date specific holiday listed in 14.2 falls on a Sunday, the following Monday shall be the observed holiday. All other ~~scheduled~~ date specific holidays shall be observed on the date specified in Articles 14.2, and 14.3.

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14.65 Holiday - Compensation For Holidays

For the purpose of this Article 14, holiday pay is defined as eight hours of pay or compensatory time at the employee's base hourly rate, excluding shift differential, premium pays, or other specialty pays as may be authorized by this Memorandum of Understanding. This holiday benefit shall be reduced proportionally by any unpaid time in the pay period in which the holiday falls.

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14.76 A full-time employee whose assigned work schedule does not include either the date specific holiday or the observed holiday, shall observe the holiday (and not work) on one of the employee's regularly scheduled work days during the same pay period as the County observed holiday or during the pay period immediately preceding or following the same pay period as the County observed holiday. ~~receive 8 hours of compensatory time.~~

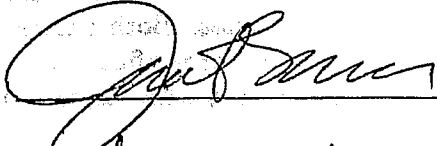
~~14.87~~ An employee who must occupy a fixed-post position that requires staffing 24 hours a day, seven days a week, 365 days per year who is required to work on an observed holiday (Articles 14.2 ~~and 14.3~~) and such employee actually works on that observed holiday, shall receive the employee's regular pay for that work day plus eight (8) hours of compensatory time to be taken off at a future date mutually agreeable to the employee and the employee's supervisor. A part-time employee whose regular and assigned work schedule requires the employee to work on an observed holiday (Articles 14.2 ~~and 14.3~~) and such part-time employee actually works on that observed holiday shall receive the employee's regular pay for that work day plus the appropriate proration of compensatory time to be taken off at a future date mutually agreeable to the employee and the employee's supervisor. If a full-time or part-time employee whose regular and assigned work schedule would require the employee to work on an observed holiday, but the employee is authorized to be off-duty on that day, then such employee shall be paid eight (8) hours holiday pay or the appropriate proration for a part-time employee; in the case of a 4/10 employee, the employee would also be paid for two (2) hours of sick leave, if authorized, or two (2) hours of vacation or compensatory time, if authorized. A part-time employee in this same circumstance would receive the appropriate proration of sick leave, vacation or compensatory time as appropriate.


14.98 Holiday – Part-time Employees

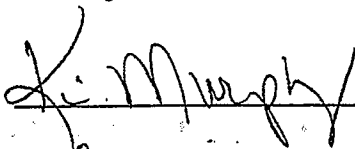
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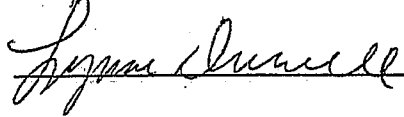
Any part-time employee shall, for each holiday in the pay period, receive holiday pay or compensatory time off equivalent to 1/10 of an hour regularly scheduled to be worked based on the employee's ongoing work schedule. If the employee's total hours in pay-paid status (excluding the holiday benefit) exceeds the hours regularly scheduled to be worked, the employee shall receive holiday pay equivalent to 1/10 of an hour for each hour in pay status (excluding the holiday benefit). This holiday pay shall not exceed eight (8) hours for each holiday.

FOR THE COUNTY:



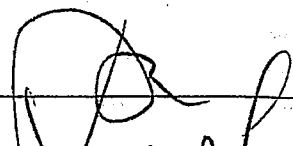


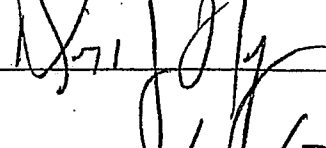




DATE: Nov. 25, 2013

FOR DSLEM:





DATE: 11/25/13

COUNTY OF SONOMA

SWORN LAW ENFORCEMENT MANAGEMENT (DSLEM)

Bargaining Unit: 0043

TENTATIVE AGREEMENT

November 25, 2013

The County Of Sonoma ("County") and the Deputy Sheriff's Law Enforcement Management ("DSLEM") have negotiated and reached a Tentative Agreement on this provision of the Memorandum of Understanding ("MOU"). No tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the entire comprehensive agreement is subject to ratification by the DSLEM bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents.

ARTICLE 15 - VACATION

15.1 Vacation Accrual

Each represented management employee in this unit shall accrue vacation at the rate specified in the table in Article 15.3. The rate of accrual of vacation shall include the equivalent of 56 annual hours of administrative leave available to Law Enforcement Management employees. Each such employee may use vacation leave with full pay providing that the maximum accumulation of such unused leave shall be equivalent to his/her accrual for fifty-two (52) pay periods at his/her current rate of accrual.

15.2 Vacation Accrual – Part Time Employees

Part-time employees shall accrue vacation leave on a pro rata basis. Usage and accrual shall be governed by the same rules and regulations applicable to full-time employees.

15.3 Vacation Accrual – Rates

Each employee who has completed the following in-service hours of completed service shall accrue vacation leave at the appropriate rate shown below. Rates shown below will be adjusted to reflect any unpaid time in each pay period.

| <u>YEARS OF COMPLETED FULL-TIME SERVICE</u> | <u>IN SERVICE HOURS OF COMPLETED SERVICE</u> | <u>RATE FOR 80 IN-SERVICE HOURS</u> | <u>MAXIMUM ACCUMULATED HOURS</u> |
|---|--|-------------------------------------|----------------------------------|
| 0 through 2 | 0 to 4174.2 | 5.22 | 271.44 |
| 2 through 5 | 4174.3 to 10435.6 | 5.83 | 303.16 |
| 5 through 10 | 10435.7 to 20871.2 | 6.90 | 351.00 |
| 10 through 15 | 20871.3 to 31306.8 | 8.13 | 406.84 |
| 15 through 20 | 31306.9 to 41742.4 | 8.74 | 439.08 |
| 20 through 25 | 41742.5 to 52178.0 | 9.35 | 447.00 |
| 25 or greater | 52178.1 or more | 9.66 | 463.00 |

Upon implementation of the County's Human Resources Management System (HRMS), the following accrual rates will apply:

| <u>YEARS OF COMPLETED FULL-TIME SERVICE</u> | <u>IN-SERVICE HOURS OF COMPLETED SERVICE</u> | <u>RATE FOR 80 IN-SERVICE HOURS</u> | <u>MAXIMUM ACCUMULATED HOURS</u> |
|---|--|-------------------------------------|----------------------------------|
| 0 through 2 | 0 to 4,173 | 5.22 <u>5.64</u> | 271.44 <u>463</u> |
| 2 through 5 | 4,174 to 10,434 | 5.83 <u>6.25</u> | 303.16 <u>463</u> |
| 5 through 10 | 10,435 to 20,870 | 6.90 <u>7.32</u> | 351.00 <u>463</u> |
| 10 through 15 | 20,871 to 31,305 | 8.13 <u>8.55</u> | 406.84 <u>463</u> |
| 15 through 20 | 31,306 to 41,741 | 8.74 <u>9.16</u> | 439.08 <u>463</u> |
| 20 through 25 | 41,742 to 52,177 | 9.35 <u>9.77</u> | 447.00 <u>463</u> |
| 25 or greater | 52,178 or more | 9.66 <u>10.08</u> | 463.00 |

15.4 Vacation Accrual Upon Reappointment

Each employee with 40,435.7 (10,435, effective with HRMS) in-service hours (five or more years) who resigned in good standing and is reappointed within two years, shall be credited with 4,174.3 (4,174, effective with HRMS) in-service hours (2 years) of service for purposes of new vacation accrual. Each employee who was laid off and is reappointed within two years shall be returned to the place on the accrual table (in 15.3 above) that the employee occupied when laid off.

15.5 Vacation Schedules

Vacation schedules shall be arranged by department heads with particular regard to the needs of the service, and whenever possible, with regard to the wishes of the employee. Every effort shall be made to arrange vacation schedules so that each employee will take as much vacation in each year as

accrues to the employee in that year. Each employee's vacation time may be so divided as the needs of the service require or permit. No employee may take vacation without advance approval of the department head or department head designee. No employee may take vacation leave in advance of that actually accumulated at the time such leave is taken.


15.6 Vacation - Payment for Unused Vacation

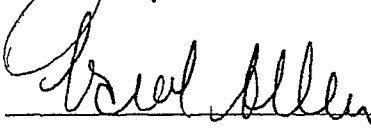
Each employee who is separated from the County service shall be entitled to payment in lieu of all unused vacation leave which the employee may have accumulated as of the employee's last day of work and shall be computed on the basis of such employee's base hourly rate at the time of separation. See Article 6, Section 6.6.2 for provisions on payout of 50% of accumulated vacation to Retiree Medical Trust accounts at retirement.

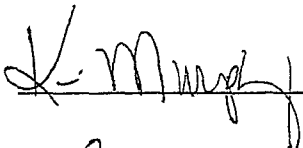
15.7 Vacation Buy Back

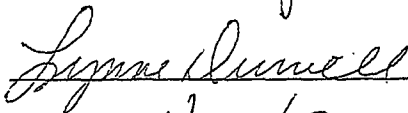
~~Each employee may request during any pay period to receive vacation buyback payment at their base hourly rate. A maximum of eighty (80) hours may be purchased in a (twelve) 12 month period, and a minimum of (eighty) 80 hours must remain in the employee's accrued balance after purchase.~~

FOR THE COUNTY:



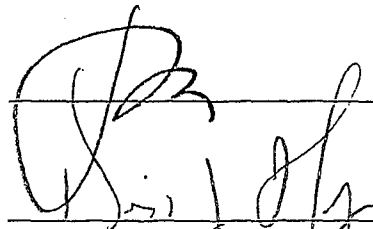






DATE: 11/25/13

FOR DSLEM:



DATE: 11/25/13

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COUNTY OF SONOMA

DEPUTY SHERIFF'S LAW ENFORCEMENT MANAGEMENT (DSLEM)

Bargaining Unit: 0043

TENTATIVE AGREEMENT

November 25, 2013

The County Of Sonoma ("County") and the Deputy Sheriff's Law Enforcement Management ("DSLEM") have negotiated and reached a Tentative Agreement on this provision of the Memorandum of Understanding ("MOU"). No tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the entire comprehensive agreement is subject to ratification by the DSLEM bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents.

ARTICLE 16 - SICK LEAVE

16.1 Sick Leave Accrual and Use

Each full-time employee shall accrue and accumulate sick leave with full pay at the rate of 3.680 hours for each completed eighty hour pay period of service. In-service hours include all hours in pay status excluding overtime. This rate shall be adjusted to reflect any unpaid time in each pay period. Part-time employees shall be eligible to receive sick leave on a pro rata basis. Usage and accrual of said benefits shall be governed by the same rules and regulations applicable to full-time employees.

16.2 Sick Leave Use

Earned sick leave credits may, with the approval of the department head, be used by the employee:

- a. During the employee's own incapacity due to illness or injury.
- b. During the time needed by the employee to undergo medical or dental treatment or examination.
- c. During a pregnancy disability leave in which the female employee is incapacitated due to the imminent or actual birth of a child. When a woman employee is disabled by pregnancy, which means that in the opinion of her health care provider, she is unable because of pregnancy to work at all or is unable to perform any one or more of the essential functions of her job or

to perform these functions without undue risk to herself, the successful completion of her pregnancy, or to other persons.

- d. When a child, stepchild, or spouse or domestic partner of an employee, being a member of the employee's household or a person for whom the employee is entitled to a Federal Income Tax dependent exemption, or the parent of an employee or spouse is incapacitated by illness or injury and it is necessary for the employee to care for such child, stepchild, spouse, parent, or domestic partner of the employee or spouse. Parent for purposes of this article is defined as a biological, foster or adoptive parent, step-parent, legal guardian or other person who stood in loco parentis to the employee when the employee was a child. A biological relationship is not necessary for a person to have stood in loco parentis to the employee as a child. Sick leave under this paragraph (d) shall not exceed 48 hours per occurrence unless extended by joint action of the employee's department head and the Director of Human Resources by reason of exceptional hardships.

16.3 Sick Leave - Documentation~~Sick Leave Affirmation~~

~~A signed affirmation~~medical certification for sick leave may be required for each use of such sick leave. Reasonable medical ~~evidence~~certification of incapacity may be required for sick leave use of 48 hours or less duration, and shall be required for sick leave use of more than 48 hours duration.

16.4 Sick Leave Conversion

Employees with sick leave balances may convert to cash at the employee's base hourly rate or compensatory time, as indicated on the chart below:

| Hours of Sick Leave Used | Maximum Hours of Conversion |
|--------------------------|-----------------------------|
| 0 to 8.0 | 24.0 |
| 8.01 to 12.0 | 22.0 |
| 12.01 to 16.0 | 18.0 |
| 16.01 to 24.0 | 16.0 |
| 24.01 to 30.0 | 14.0 |
| 30.01 to 36.0 | 12.0 |
| 36.01 to 40.0 | 8.0 |
| 40.01 or more | none |

A balance of 80 hours sick leave must remain in accrual after conversion. Measurement of use is based on the 26 pay periods paid in the prior calendar year. Conversion shall be exercised during the second pay period in January of each calendar year, commencing in January 2000, and shall be based on the sick leave balance at the end of the first full pay period of the preceding December. Employee must be in pay status or on an approved leave during the second pay period in January to exercise this option.

16.5 Sick Leave Pay Off

Each employee who separates from County service voluntarily or by non-duty related death, lay off, or retirement for reason other than disability, shall be entitled to payment of the monetary equivalent of 25% of all unused sick leave remaining to such employee's credit as of the time of separation, computed on the basis of such employee's base hourly pay.

16.716.4 Sick Leave Credit At Regular Retirement Sick Leave Conversion at Regular Retirement

The Board of Supervisors shall amend County Ordinance No. 3807 to allow each Law Enforcement Management Each employee, who separates from County service on regular, non-disability a service retirement only, shall to have the option of converting one hundred percent (100%) of all unused sick leave remaining to such each employee's credit at the time of retirement to retirement service credit as provided by Government Code Section 31641.03. This

~~provision shall not be used in conjunction with Article 16.5.~~

16.5 Sick Leave – Payoff at Regular Retirement

For Each employee who separates from County service on regular non-disability retirement, who reaches 100% of retirement benefit allowed by law, and who is prevented by law from converting some or all of the employee's remaining unused sick leave to service credit under section 16.7 (Sick Leave – Conversion at Regular Retirement), the County shall pay the monetary equivalent of twenty-five percent (25%) of all unused sick leave remaining to such employee's credit at the time of separation, computed on the basis of the employee's base hourly rate.

16.6 Sick Leave – Distribution at Layoff or Non-Duty Related Death

The County shall pay each employee who separates from County service by death or layoff, the monetary equivalent of twenty-five percent (25%) of all unused sick leave remaining to such employee's credit as of the time of separation, computed on the basis of the employee's base hourly pay.

16.7 Sick Leave Pay-Off-Distribution at ~~For~~ Disability Retirement or Duty Related Death

The County shall pay eEach employee separated from County service by a disability retirement ~~for disability~~ or duty related death shall be entitled to payment at such employee's base hourly rate for all unused sick leave remaining to such employee's credit as of the time of separation or duty related death. This Section shall not apply to an employee separated from County service by a service retirement. The County shall not pay an employee under this Section for any sick leave hours donated to the employee by other employees under a catastrophic leave benefit.

16.8 Family Care & Medical Leave

16.8.1 Each eligible employee is entitled to Family Leave as provided by the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA), as amended. The FMLA and CFRA leaves run concurrently as provided by law.

16.8.2 FMLA/CFRA Eligibility

To be eligible for family care and medical leave, on the date on which the leave is to begin, aA full-time or part-time employee must have been employed by the County for at least with more than 12 months, which need not be consecutive.

and have actually worked of County service and at least 1,250 hours of service during the previous-12 month period immediately preceeding the commencement of the leave, may request up to 12 weeks of Family Leave within a 12 month period. In some circumstances, an extra help employee may be eligible for Family Leave.

16.8.3 Family Care and Medical Leave Entitlement

Subject to the provision of this MOU, County policy, and state and federal law, including the federal FMLA and the CFRA, an eligible employee is entitled to a total of twelve (12) workweeks of unpaid leave during any twelve (12) month period for any one or more of the following reasons:

16.8.3.1 The birth of a child and to care for the newborn child (FMLA and CFRA);

16.8.3.2 The placement with the employee of a child for adoption or foster care and care for the newly placed child (FMLA and CFRA);

16.8.3.3 To care for the employee's child, parent, spouse, or domestic partner (CFRA only) who has a serious health condition. (Child is defined as biological, adopted, or foster child, stepchild, legal ward, or child of a person standing in loco parentis who is under 18 years of age or an adult dependent child. Parent is defined as biological, foster or adoptive parent, stepparent, or legal guardian. Parent does not include a parent-in-law.)

16.8.3.4 Because of an employee's own serious health condition that makes the employee unable to perform the functions of the employee's position, except for disability on account of pregnancy, childbirth, or related medical conditions, which is covered by pregnancy disability leave. (Pregnancy disability counts toward only California Pregnancy Disability Leave (PDL) and FMLA leave.)

16.8.3.5 Because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a U.S. National Guard or Reserve member on active duty (or has been notified of an impending call or order to active duty status) in support of a contingency operation (FMLA only).

The twelve (12) month period for FMLA/CFRA purposes is determined by a "rolling" twelve (12) month period measured backwards from the date an employee first uses FMLA/CFRA leave.

16.8.4 Family Care And Medical Leave To Care For A Covered Service member With A Service Injury Or Illness

Subject to the provisions of this MOU, County policy, and state and federal law, including the FMLA, an eligible employee may take FMLA leave to care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the service member.

16.8.4.1 An eligible employee's entitlement under Section 16.8.4 is limited to a total of twenty-six (26) workweeks of leave during a single 12-month period to care for a covered service member with a serious injury or illness. The "single 12-month period" in which the 26-weeks-of-leave-entitlement described in this begins on the first day an employee takes leave to care for the covered service member.

16.8.4.2 During the "single 12-month period" described above, an eligible employee's FMLA leave entitlement is limited to a combined total of twenty-six (26) workweeks of FMLA leave for any qualifying reason.

16.8.5 Pay Status And Benefits

16.8.5.1 Except as provided in this Article, the family care and medical leave will be unpaid. The County will, however, continue to provide County contributions toward the health plan premium during the period of family care and medical leave for up to twelve (12) work weeks on the same basis as coverage would have been provided had the employee not taken family care and medical leave. The employee will be required to continue to pay the employee's share of premiums payments, if any.

16.8.5.2 Nothing in this Section shall preclude the use of medical or pregnancy disability leave in Section 5.6.1 (Medical/Pregnancy Disability Leave) when the employee is medically incapacitated or disabled. If an employee does not qualify for continued benefits under this Section 16.8 or Section 5.6.1 (Medical/Pregnancy Disability Leave) and the employee wishes to continue benefit coverage, then Section 5.6.2 (Continuation of Health Benefits Coverage) applies.

16.8.6 Relationship Of Family Care And Medical Leave To Other Leaves

Any leave of absence that qualifies as family care and medical leave and is designated by the County as family care and medical leave will be counted as

running concurrently with any other paid or unpaid leave to which the employee may be entitled for the same qualifying reason. Section 16.8.14 identifies accrued paid leave which an employee may be required to use concurrently with unpaid family care and medical leave.

16.8.7 Relationship To Pregnancy Disability Leave

The family care and medical leave provided under this section is in addition to any leave taken on account of disability due to pregnancy, childbirth, or related medical conditions for which an employee may be qualified under state law.

16.8.8 Notice To The County

16.8.8.1 The employee must provide written notice to the County as far in advance of the leave as possible and as soon as the employee reasonably knows of the need for the leave. If the need for the leave is foreseeable based on an expected birth, placement of a child for adoption or foster care or planned medical treatment, the notice must be provided at least 30 calendar days in advance of the leave, or if not reasonably known 30 calendar days before the leave, then as soon as reasonably practicable.

16.8.8.2 The written notice must inform the County of the reasons for the leave, the anticipated duration of the leave and the anticipated start of the leave.

16.8.8.3 The employee shall consult with the County and make a reasonable effort to schedule any planned medical treatment or supervision so as to minimize disruption to department operations.

16.8.9 Medical Certification

16.8.9.1 An employee's request for family care and medical leave to care for a child, a spouse, or a parent who has a serious health condition shall be supported by a certification issued by the health care provider of the individual requiring care. If additional leave is required after the expiration of the time originally estimated by the health care provider, the employee shall provide the County with recertification by the health care provider.

16.8.9.2 An employee's request for family care and medical leave because of employee's own serious health condition shall be

supported by a certification issued by the employee's health care provider.

16.8.9.3 As a condition of an employee's return from leave taken because of the employee's own serious health condition, the employee is required to obtain certification from the employee's care provider that the employee is able to resume work.

16.8.9.4 Employees are required to use the medical certification forms available from the County Human Resources Department to meet the certification and recertification requirements of this section.

16.8.10 County's Response To Leave Request

It is the County's responsibility to designate leave, paid or unpaid, as family and medical leave-qualifying and to notify the employee of the designation.

16.8.11 Dual Parent Employment

Where both parents are County employees, allowable leave for the birth, adoption, or foster care placement of a child or the care of an employee's ill parent is limited to a total of twelve (12) work weeks in a 12-month period between the two employees. Their family care and medical leave entitlement is not limited or combined for any other qualifying purpose.

16.8.12 Employee's Status On Returning From Leave

Except as provided by law, on return from family care and medical leave, an employee is entitled to be returned to the same or equivalent position the employee held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. An employee has no right to return to the same position. Use of family care and medical leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee's FMLA/CFRA leave.

16.8.13 FMLA/CFRA Procedures, Definitions, and Forms

A description of the required process and procedures to follow for intermittent leave and reduced leave schedules, forms to use when

requesting family care and medical leave, and applicable definitions are included in the County Medical Leave Policy and found on the County Human Resources Department website, and are available from the Human Resources Department.

16.8.14 Leaves of Absence Without Pay Usage Reference Table

Employees will be required to use accrued paid leaves before a leave of absence without pay as shown in the following table:

| MOU Section | Sick | Vacation | CTO | Comment |
|---|---|-----------------|------------|--|
| Section 16.2 (a) During the employee's own incapacity due to illness or injury. | Yes. You may keep 40 hrs. | No | No | |
| Section 16.2 (b) During the time needed by the employee to undergo medical or dental treatment or examination. | Yes. You may keep 40 hrs. | No | No | |
| Section 16.2 (c) When a woman employee is disabled by pregnancy. | Yes. You may keep 40 hrs. | No | No | |
| Section 16.2 (d) When a child, spouse, or domestic partner of an employee, who is a member of the employee's household or a person for whom the employee is entitled to a Federal Income Tax dependent exemption, or the employee's parent or any family member as defined in the FMLA/CFRA is incapacitated by illness/injury and the employee must care for him/her. | Yes. Up to 48 hours. (You may keep 40 hrs.) | Yes | Yes | You may keep 40 hours in any combination of Vacation & CTO |
| Section 16.7.3 Non-sick FMLA/CFRA qualifying event (e.g., child bonding leave) | No | Yes | Yes | May keep 40 hrs. Any combination of Vacation and CTO. |
| Undisclosed reason or extended vacation | No | Yes | Yes | May keep 40 hrs. Any combination of Vacation and CTO. |

16.8.15 This Section 16.8 shall be interpreted as the legal minimum family care and medical leave available to eligible employees. The County may grant additional leave without pay under this Section (16.8) provided it

is consistent with the applicable provisions of the Sonoma County Civil Service Rules, County leave policies, and other provisions of this memorandum.

~~Reason for the Leave may be the birth or adoption of a child or the placement of a foster child (within one year of the event) or a serious health condition of a child, spouse or parent or the employee's own serious health condition. Child is defined as a biological, adopted or foster child, stepchild, legal ward or child of a person standing in loco parentis who is under 18 years of age or an adult dependent child. Spouse is defined as a partner in marriage as defined in Civil Code Section 4100. Parent is defined as a biological, foster or adoptive parent, stepparent or legal guardian (does not include a parent in law). If both parents are County employees, the aggregate family leave may be limited to 12 work weeks during any 12 month period. This limitation does not apply to leave taken by one spouse to care for the other, to care for a seriously ill child or for the employee's own illness. Under those circumstances, each of the employees would be entitled to 12 weeks of Family Leave. The appointing authority shall grant such Leave Without Pay, which qualifies as Family Leave, in addition to the paid sick leave provided for in Article 16.2 upon submission of reasonable documentation. If the employee requests a paid or unpaid leave of absence for any reason which qualifies as Family Leave, the County shall designate that the leave of absence run concurrently with the employee's Family Leave entitlement. Prior to going on a leave without pay which qualifies as Family Leave, an employee may be required to use certain accrued paid leaves, as stated in County Leaves of Absence Guidelines.~~

~~The County shall continue its contribution towards the health plan premium for up to 12 work weeks of the leave. Nothing in this section shall preclude the use of medical or pregnancy disability leave in Article 5.6 when the employee is medically incapacitated or disabled. If an employee does not qualify for continued benefits under this article or Article 5.6 (Medical or Pregnancy Disability Leave) and wishes to continue benefit coverage, then Article 5.9 of this memorandum applies.~~

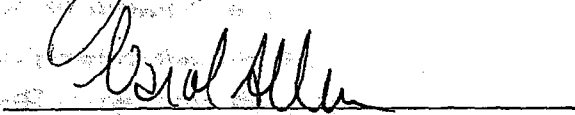
~~If the event necessitating the leave becomes known to the employee more than 30 calendar days prior to the employee's need for the leave, the employee shall provide 30 days written advance notice to the appointing authority. If the event becomes known to the employee less than 30 days prior to the employee's need~~

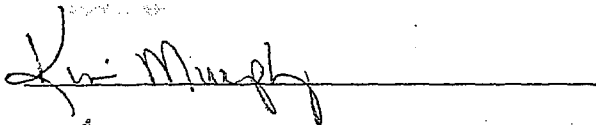
for a leave, the employee shall provide as much written advance notice as possible, and, at a minimum, a written notice no less than five (5) working days from learning of the event. If the event necessitating the leave is an emergency or is otherwise unforeseeable, the employee shall provide as much written advance notice as possible. If the leave is for a planned medical treatment, the employee must make a reasonable effort to schedule the treatment to avoid disruption of departmental operations.

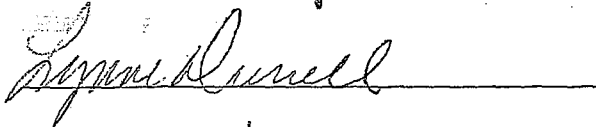
This provision shall be interpreted as the legal minimum Family Leave available to eligible employees. The appointing authority may grant additional leave without pay under this section provided it is consistent with the applicable provisions of County rules and policies, and other provisions of this memorandum.

FOR THE COUNTY:



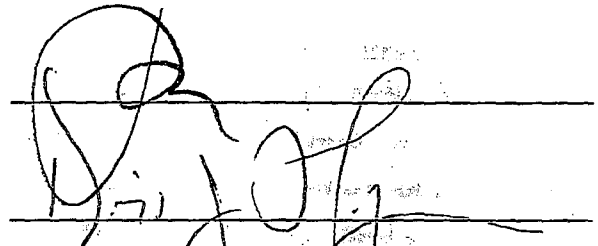






DATE: 11/25/13

FOR DSLEM:



DATE: 11/25/13

COUNTY OF SONOMA

DEPUTY SHERIFF'S LAW ENFORCEMENT MANAGEMENT (DSLEM)

Bargaining Unit: 0043

November 25, 2013

The County Of Sonoma ("County") and the Deputy Sheriff's Law Enforcement Management ("DSLEM") have negotiated and reached a Tentative Agreement on this provision of the Memorandum of Understanding ("MOU"). No tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the entire comprehensive agreement is subject to ratification by the DSLEM bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents.

ARTICLE 26 - RETIREMENT

26.1—~~Employer Pick up of Employee's Statutory Retirement Contribution~~

~~Effective August 14, 2007 the County will pay an additional six tenths of one percent (0.6%) of any retirement deductions which are required to be made from compensation under the 1937 Act on behalf of each employee for a total of two point six percent (2.6%) on behalf of each employee. The County shall be exempt from this contribution once the employee is exempt from this statutory contribution.~~

Forma

26.2 Safety Employees Hired Before January 1, 2013 (3% at 50 Enhanced Safety Retirement Program)

This section 26.2 (including subsections) shall apply to safety employees hired before January 1, 2013 who are contributing members of the Sonoma County Employees' Retirement Association ("SCERA") or who are hired after that date and qualify for pension reciprocity as stated in Government Code Section 7522.02(c) and any related SCERA reciprocity requirements:

26.2.1 Final Compensation Based On Single Year

For purposes of determining a retirement benefit, final compensation for employees covered by this Section 26.2 shall mean the average annual compensation earnable by the member as specified in Government Code Section 31462.1.

26.2.2 3% @ 50 Pension Formula

~~Effective July 1, 2003, the 3% at 55 enhanced retirement program will be~~

~~available to all represented employees who are contributing safety members of the Senoma County Employees' Retirement Association (SCERA), with the understanding that the County will work with all other organizations representing safety member employees to implement this option prospectively on the same date. Both parties understand that retirement benefit enhancements shall be implemented for all safety members on the same date. Effective February 1, 2006, the The 3% at 50 enhanced retirement program will be available to all represented employees who are contributing safety members of SCERA covered by this Section 26.2 with the understanding that the County will work with all other organizations representing safety member employees to implement this option prospectively on the same date.~~

26.2.3 Required Employee Contribution

~~Effective the first pay period in July 2003 employees who are safety members of SCERA will begin contributing an additional one percent (1%) of any compensation from which retirement deductions are required to be made under the 1937 Act to their employee retirement account. Effective the first pay period in February, 2004 employees who are safety members of SCERA will contribute an additional one percent (1%) of any compensation from which retirement deductions are required to be made, for a total contribution of two percent (2%) to their employee retirement account. Effective the first pay period in February, 2005 employees who are safety members of SCERA will contribute an additional one percent (1%) of any compensation from which retirement deductions are required to be made, for a total of three percent (3%) to their employee retirement account. SCERA members covered by this Section 26.2 will contribute the amount required by SCERA as employee contributions, and shall continue to contribute an additional three percent (3%) of any compensation from which retirement deductions are required to be made to their employee retirement account. The additional contributions shall be deducted from the employees' compensation pretax and they shall become part of the accumulated retirement contributions of the employees. This contribution to defray the cost of the unfunded accrued actuarial liability for any past service due to the enhanced retirement programs will continue unless modified by mutual agreement of the County and the DSADSLEM. The amortization period for funding the unfunded accrued actuarial liability for any past service due to the enhanced retirement programs described above has been established by SCERA to be twenty (20) years. The County and DSLEM agree it is their mutual intent that the~~

aforementioned employee contributions described in this subsection shall cease no later than the end of the twenty (20) year amortization period which began July 2003.

26.3 New Retirement Tier For Safety Employees Hired On Or After January 1, 2013

This Section 26.3 (including subsections) applies to safety employees who are contributing members of the SCERA who were hired or on after January 1, 2013 and who do not qualify for pension reciprocity as stated in Government Code Section 7522.02(c).

26.3.1 Final Compensation Based On Three Year Average

As required by Government Code Section 7522.32, effective January 1, 2013, for the purposes of determining a retirement benefit, final compensation shall mean the highest average pensionable compensation earned during 36 consecutive months of service.

26.3.2 2% @ 50 – 2.7% @ 57 Pension Formula

As required by Government Code Section 7522.25, the safety Option Plan Two (2% @ 50 – 2.7% @ 57) pension formula shall apply to employees covered by this Section 26.3 who are contributing members of the SCERA.

26.3.3 Required Employee Contribution

As required by Government Code Section 7522.04(g), SCERA safety members covered by this Section 26.3 shall pay 50 percent (50%) of normal costs. In addition, SCERA members covered by this Section 26.3 shall pay 3.0 percent (3%) of any compensation from which retirement deductions are required to be made to their employee retirement account. The additional contributions shall be deducted from the employee's compensation pretax and shall become part of the accumulated retirement contributions of the employees. This contribution to defray the cost of the unfunded accrued actuarial liability will continue unless modified by a subsequent agreement between the County and DSLEM. The County and DSLEM agree it is their mutual intent that the aforementioned employee contributions described in this subsection shall cease no later than the end of the twenty (20) year amortization period which began July 2003.

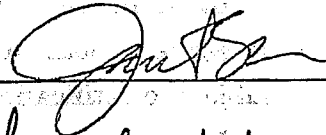
26.3 Retirement - Credit for Prior Public Service


In addition to any other retirement buyback provision, to the extent allowed by law and applicable SCERA rules, employees who are contributing members of the Sonoma County Employees Retirement Association can purchase retirement

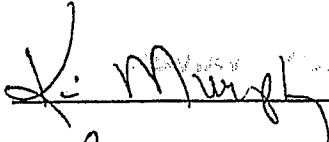
credit for public service time rendered prior to employment with the County of Sonoma pursuant to Government Code Sections 31641.1 and 31641.2, during the term of this MOU.


~~26.4 The parties agree to participate in a discussion of modifications to the current retirement formula for new hires. There shall be no change to the current retirement formula absent mutual agreement between the bargaining units and the County.~~

FOR THE COUNTY:





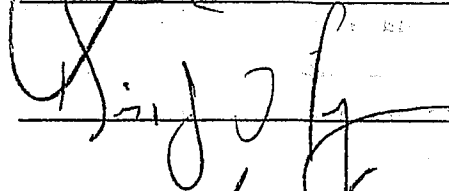




DATE: 11/25/13

FOR DSLEM:





DATE: 11/25/13

COUNTY OF SONOMA

DEPUTY SHERIFF'S LAW ENFORCEMENT MANAGEMENT (DSLEM)

Bargaining Unit: 0043

TENTATIVE AGREEMENT

November 25, 2013

The County Of Sonoma ("County") and the Deputy Sheriff's Law Enforcement Management ("DSLEM") have negotiated and reached a Tentative Agreement on this provision of the Memorandum of Understanding ("MOU"). No tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the entire comprehensive agreement is subject to ratification by the DSLEM bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents.

ARTICLE 32 - FULL UNDERSTANDING, MODIFICATION, WAIVER

32.1 This Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein. Any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

32.2 Except as specifically provided herein, it is agreed and understood that the Association voluntarily and unqualifiedly waives its right to and releases the County from any obligation to meet and confer on any subject or matter contained herein. The Association acknowledges that County has fulfilled its obligations under Government Code Section 3505 for fiscal year 2010-2011 except as provided below in Article 32.3.

32.3 Exceptions to Waiver Clause

The following subjects on employee working conditions are covered under the meet and discuss guarantees of this Article: vacation scheduling and use; shift transfer; vehicle policy; assignment transfer; meal policy; safety equipment; uniform specifications; and significant changes in the work schedule of a group of employees in a formally designated work unit, division or department (for example, a significant change would be a change from a 4/10 plan to a 5/8 plan or vice versa for all employees in a work unit, division or department). When the

County desires to modify a written departmental policy pertaining to one or more of the foregoing working condition subjects, it shall notify the Association in writing of the modification and offer to meet with it and fully discuss in good faith the proposed modification. These meet and discuss procedures are not to be construed as meet and confer obligations under Government Code 3505 or 3504.5. However, the County and the Association shall each consider fully the proposals and positions of the other. During the meet and discuss period, either the County or the Association may request the assistance of a State Mediator. If no agreement is reached by the County and the Association, the County may implement the modification after meeting and discussing in good faith for 30 calendar days from the date the Association received the County's written notice of proposed modification regardless of the presence or availability of a State Mediator. If the Association agrees with the County's modification plans or the Association chooses not to respond to the County's written notice of modification, the County may implement the modification at any time. This Article 32.3 shall not be subject to the Grievance Procedure of this Memorandum except if the County fails to provide the required 30-day notice of a proposed change. Any ruling under Article 32 shall be limited to ordering the County to comply with this Article 32.3.

32.4 No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto, unless made and executed in writing by the parties hereto, and if required, approved and implemented by County's Board of Supervisors.

32.5 Nothing in this Agreement shall be construed to limit or remove the existing or future jurisdiction or authority of the Civil Service Commission as provided in Ordinance No. 305-A as amended, or as provided in the Rules adopted thereunder.

32.6 The waiver of any breach, term, or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

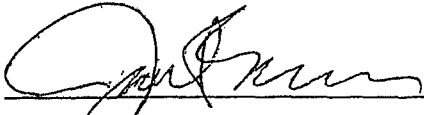
32.7 Incorporate Side Letters Into MOU

All side letters or other agreements not attached to or incorporated into this Agreement are no longer valid. This MOU constitutes the entire agreement between the Association and the County.

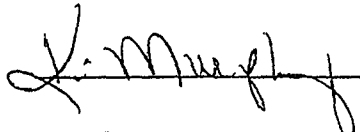
32.8 Health And Welfare Benefits Health Care Reform Compliance Reopener

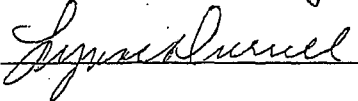
The County and the Association agree to a reopener to make necessary changes to health and welfare benefit eligibility and/or coverage options as the parties agree are required by the Patient Protection and Affordable Health Care Act (PPACA), commonly referred to as Health Care reform, or as required by similar subsequent statutes or regulations implemented during the term of this agreement.

FOR THE COUNTY:



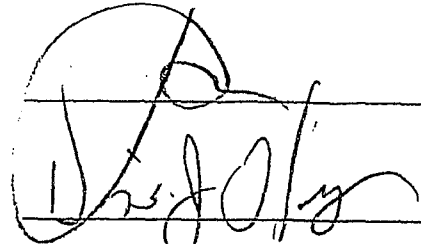
Paul Allen



K. Murphy


DATE: 11/25/13

FOR DSLEM:



David O'Neil

DATE: 1/25/13

COUNTY OF SONOMA

DEPUTY SHERIFF'S LAW ENFORCEMENT MANAGEMENT (DSLEM)

Bargaining Unit: 0043

TENTATIVE AGREEMENT

June 12, 2013

The County Of Sonoma ("County") and the Sonoma County Deputy Sheriff's Law Enforcement Management ("DSLEM") have negotiated and reached a Tentative Agreement on this provision of the Memorandum of Understanding ("MOU"). No tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the entire comprehensive agreement is subject to ratification by the DSLEM bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents.

Delete Appendix B as follows:

Appendix B

LETTER OF UNDERSTANDING

**COUNTY of SONOMA
AND**

DEPUTY SHERIFFS' LAW ENFORCEMENT MANAGMENT (DSLEM)

~~The County of Sonoma and DSLEM have agreed to the following regarding Sonoma County's Mandatory Time Off Program for fiscal years 2010/2011 and 2011/2012:~~

- ~~1.) The DSLEM and the County of Sonoma (County) have agreed to participate in the Mandatory Time-Off (MTO) Program (Attachment A) for fiscal years 2010/2011 and 2011/2012, effective July 1, 2010 through June 30, 2012.~~
- ~~2.) All regular part time and full time employees represented by DSLEM shall participate in the MTO Program.~~
- ~~3.) The MTO Program for fiscal year 2010/2011 requires 8 days (64 hours) of time off without pay for all full time County employees, to include 5 days (40 hours) of Holiday Closure and 3 days (24 hours) of Floating MTO, to be taken during the 2010/2011 fiscal year. The MTO Program for fiscal year 2011/2012 requires 5 days (40 hours) of Holiday Closure time off without pay for all full time County employees. The required MTO will be pro-rated for part time employees.~~
- ~~4.) With limited exceptions (described in the Program Proposal), for fiscal year 2010/2011, the 40 hours of Holiday Closure MTO shall occur during Holiday Closures on December 23, 27, 28, 29, and 30, 2010. For fiscal year 2011/2012, the 40 hours of Holiday Closure MTO shall occur during Holiday Closures on December 23, 27, 28, 29, and 30, 2011. During these times, County facilities will be closed or in some cases alternate arrangements will be made where the closure of operations cannot~~

~~occur:~~

- ~~5.) The 24 hours (3 days) of Floating MTO during fiscal year 2010/2011, shall occur as determined by the Department I lead to allow for obtaining the salary savings with minimal disruption to the department's operations.~~
- ~~6.) For DSLEM members, the current 4.5% County contribution to deferred compensation will be temporarily adjusted to fund the DSLEM MTO, at no additional cost to the County. For fiscal year 2010/2011 only, 3.07% shall be transferred from the deferred compensation contribution and temporarily applied to salary, and the deferred compensation contribution shall be reduced to 1.43%. For fiscal year 2011/2012 only, 1.92% shall be transferred from the deferred compensation contribution and temporarily applied to salary, and the deferred compensation contribution shall be reduced to 2.58%. Effective July 1, 2012, base salaries shall return to the June 30, 2010 effective wages, and effective July 1, 2012, the County deferred compensation contribution shall return to 4.5%.~~
- ~~7.) The details of the MTO Program, including employee benefits and status during the MTO, are described in the Program document (Attachment A).~~
- ~~8.) The cash out of accrued vacation (Vacation Buyback Section 15.7) and compensatory time off (CTO) (Requests for Compensatory Time Payments Section 7.3) shall be suspended for fiscal years 2010/2011 and 2011/2012, effective July 1, 2010 through June 30, 2012.~~
- ~~9.) In the event a majority of represented County employees agree to a lesser duration of cash out suspension than DSLEM, DSLEM shall receive the same suspension duration.~~
- ~~10.) In the event a majority of represented County employees agree to a lesser number of MTO hours in either fiscal year, the amount of MTO hours for DSLEM shall be reduced to the same amount.~~
- ~~11.) The terms and implementation of this program may not be grieved through the grievance procedure of the MOU.~~
- ~~12.) This Letter of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein. Any other prior or existing understanding or agreements by the parties whether formal or informal regarding any such matters are hereby superseded or terminated in their entirety.~~
- ~~13.) Except as specifically provided herein, it is agreed and understood that the Union voluntarily and unqualifiedly waives its right to and releases the County from any obligation to meet and confer on any subject or matter contained herein.~~
- ~~14.) No agreement, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by the parties hereto and, if required, approved and implemented by the County's Board of Supervisors.~~
- ~~15.) Nothing in this Letter of Understanding shall be construed to limit, remove, expand or in any way alter the existing or future jurisdiction or authority of the Civil Service Commission as provided in Sonoma County Ordinance No. 305 A as amended or as provided in the rules adopted in accordance with said ordinance.~~

16.) The waiver of any breach, term or condition of this Letter of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

/s/ William Foeha
DSLEM _____ Date _____

/s/ Carol Allen
County of Sonoma _____ Date _____

(Signed Document on File with Employee Relations)

MANDATORY TIME OFF (MTO)
PROGRAM (FY 10/11 & 11/12)

Purpose

The purpose of the Mandatory Time Off (MTO) Program is to reduce costs and/or mitigate layoffs by having staff take time off without pay.

Participants

MTO shall apply to all regular part-time and full-time employees of the County and any special districts under the jurisdiction of the Sonoma County Board of Supervisors.

Extra help employees (whether temporary, intermittent, seasonal, emergency, volunteer auxiliary, or student interns) are not eligible to participate in the MTO Program. An increase in extra help employees may not be used to offset MTO staffing impacts.

Employees who are exempt under the Fair Labor Standards Act will be considered non-exempt during the week in which they take an MTO day off, and their pay is reduced. Department Heads are responsible for ensuring no overtime is incurred during this time.

MANDATORY TIME OFF AND HOLIDAY OFFICE CLOSURE FY 10/11 & FY 11/12

~~In fiscal year 2010-11, the County shall utilize a 64-hour Mandatory Time Off without pay program for all regular, full-time County employees. MTO will include 40 hours (5 days) of Holiday Closure and 24 hours (3 days) of floating MTO. MTO hours will be prorated based on FTE for part-time employees. The holiday MTO shall occur during a closure of all County departments on the following holidays:~~

~~December 23, 27, 28, 29, 30, 2010. (December 24 and 31 are the scheduled holidays)~~

~~In addition to these 40 hours (5 days) of scheduled Holiday Closure, each regular full-time employee will be required to schedule an additional 24 hours (3 days) of mandatory time off to~~

be taken prior to the end of the last full pay period in the 2010/2011 fiscal year.

~~In fiscal year 2011-12, the County shall utilize a 40 hour Mandatory Time Off without pay program for all regular, full-time County employees. MTO will include 40 hours (5 days) of Holiday Closure. MTO hours will be prorated based on FTE for part time employees. The holiday MTO shall occur during a closure of all County departments on the following holidays:~~

~~December 23, 27, 28, 29, 30, 2011 (December 26 is a scheduled holiday)~~

~~There may be limited exceptions to the general closure of County Departments due to operational needs, as described below. It is the express intent of the County to maximize the number of MTO participants during the holiday dates. The County Administrator and the affected department head(s) will make alternative arrangements for employees not able to be off during the Holiday Closure and in those cases employees will be given alternative MTO days prior to the last full pay period in the fiscal year.~~

MTO in 24/7 Operations

~~Employees in 24/7 operations where closure is not possible shall participate by taking 64 hours of floating MTO in fiscal year 10/11, and 40 hours of floating MTO in fiscal year 11/12, that must be taken prior to the last full pay period each fiscal year so that salary savings are realized within the fiscal year. Departments will arrange for the MTO days to be taken off during the fiscal year before granting any vacation request or compensatory time off.~~

Floating MTO days

~~Floating MTO days are designed to be flexible to allow the Department Head the ability to determine the best option for obtaining the salary savings with minimal disruption to the department's operations while not generating overtime to cover for MTO hours taken. Options for some or all of the Floating MTO days include, but are not limited to the following:~~

- ~~• The Department Head chooses to close based on reduced service demands so that some or all of the employees of the department are on MTO simultaneously~~
- ~~• The Department remains fully or partially open, and the Department Head sets a schedule for MTO days.~~
- ~~• Floating MTO days are scheduled similar to vacation days at the employee's request with approval from their supervisor~~
- ~~• Any combination of the above~~

Employees

~~MTO shall be considered time in pay status for the accrual of benefits and eligibility for overtime and holidays. The same level of benefits and deductions shall be maintained for health, vision, life and dental insurance, vacation and sick leave accrual, deferred compensation and retirement credit as if the employee had worked their normal schedule.~~

~~Base salary shown on the salary schedules in the respective MOU or Salary Resolution, shall not be adjusted for MTO purposes. Instead, a "deduction" to salary will be the method used to generate MTO savings. Retirement contributions made by the County/Employee for active employees are not affected by the MTO Program. Also, computations used for final compensation for employees retiring are not affected by the MTO Program.~~

~~Since the MTO pay reduction is spread out during multiple pay periods, resulting in employees being in a pay status for all hours including the MTO, the hourly cash allowance is not impacted~~

and will be paid for all hours in a pay status. Hours not in a pay status (unpaid and non MTO hours) shall be treated the same as current practices.

MTO shall apply toward time in service for retirement, completion of probation, eligibility for merit increases and toward seniority.

Employees on MTO may only be assigned to work overtime in case of emergencies. In the event an employee is required to work on a previously scheduled MTO day, shift hours worked will be considered regular hours worked and the employee will be rescheduled for a future MTO day.

Department Conditions

In order to achieve the desired savings from the MTO program, there shall be no backfilling of furloughed employees by utilizing extra help employees, temporary registry/agency employees, contractors, volunteers, students, trainees, interns, or volunteer auxiliary during the applicable fiscal year. An exception may be permitted when the furloughed employee and all qualified employees have declined an offer or are unavailable to work a furlough day or in cases where extra help is regularly used to cover "fixed post" positions.

Vacation and Compensatory Time Buyback

Vacation and compensatory time buybacks for fiscal year 2010/2011 shall be suspended except for any employee who commits in writing to resign, retire, resign and defer retirement or who is laid off during fiscal year 2010/2011. The buyback shall be reversed if the separation did not occur as scheduled.

Vacation and compensatory time buybacks for fiscal year 2011/2012 shall be suspended except for any employee who commits in writing to resign, retire, resign and defer retirement or who is laid off during fiscal year 2011/2012. The buyback shall be reversed if the separation did not occur as scheduled.

Vacation and Compensatory Time Off Negotiated Maximums

Vacation Accrual for fiscal year 10/11:

Maximum vacation accumulation shall be raised by 64 hours (above MOU stated limits) during the 2010/2011 fiscal year.

Vacation Accrual for fiscal year 11/12:

Maximum vacation accumulation shall remain raised by 40 hours (above MOU stated limits) during the 2011/2012 fiscal year.

Vacation Accrual for fiscal year 12/13:

Normal vacation accumulation maximums will be reinstated the first pay date of fiscal year 2012/2013.

Employees will not lose any vacation hours accrued above the MTO adjusted caps, however, additional vacation hours will not accrue until the vacation accrual balance falls below the established MOU cap for the corresponding fiscal year.

Compensatory Time Off (CTO) For fiscal year 10/11:

Compensatory time off (CTO) accrual limits shall be raised to 144 (64 hours above MOU stated limits) through the last pay period of the 2010/2011 fiscal year.

~~Compensatory Time Off (CTO) For fiscal year 11/12:
Maximum CTO accumulation shall drop back to 120 hours (40 hours above MOU stated limits)
during the 2011/2012 fiscal year.~~

~~Compensatory Time Off (CTO) For fiscal year 12/13:
Normal CTO accumulation maximums will be reinstated the first pay date of fiscal year
2012/2013. CTO accumulated in excess of the reinstated maximums must be used on or
before the last pay period of the fiscal year 2012/2013. At the end of fiscal year 12/13, any
remaining accrued CTO hours, above the MOU stated limits will be paid to the employee.~~

~~MTO Program Details~~

~~Pay Deductions - Amortization~~

~~Deductions in pay for all MTO hours shall be amortized over multiple pay periods in the corresponding
fiscal year and will be determined by the number of pay periods remaining after adoption. The deduction
each pay period will allow for payment of the employee consistently throughout the year, including the
closure periods. Each participating employee shall receive their normal paycheck, less the MTO
deduction. The deduction will be prorated for part-time employees.~~

~~MTO Accounts and Balances~~

~~Payroll will set up accounts for each employee for MTO accumulated each pay period by
payroll deduction, and MTO taken which will be credited each pay period for Holiday Closure or
floating MTO days taken.~~

~~It is the Department's responsibility to monitor, authorize and schedule MTO days to ensure
employees are given the opportunity to take the full number of MTO hours assigned per fiscal
year, and that employees do not exceed the full number of MTO hours assigned per fiscal year
through the last full pay period of the corresponding fiscal year.~~

~~At the close of the 2011/2012 fiscal year any balance in the MTO accumulated account (MTO
due to the employee) will remain in the employee's account to be taken during following fiscal
years until depleted. Employees must use any accumulated MTO prior to using vacation or
compensatory time off.~~

~~If at the close of the 2011/2012 fiscal year any employees with a balance remaining in the MTO
taken account (MTO owed to the County), MTO deductions will continue into the next fiscal year
until the balance is offset.~~

~~MTO shall be prorated for part-time employees based upon their FTE (full-time equivalent).
The goal of the amortized reductions is to accrue the necessary salary saving equitably over
the same multiple pay periods.~~

~~Amortized MTO hours shall continue to apply to periods of vacation, holiday, compensatory
time off, or sick leave hours taken.~~

~~MTO Deduction - New Employees~~

~~New Full-time employees hired will have the same amortized deduction as all other County
employees. New employees shall be required to take a prorated number of MTO hours during
the fiscal year, to be determined based on their date of hire.~~

~~MTO for part-time employees shall be prorated based upon their FTE (full-time equivalent).~~

~~Holiday Closure – Alternative Work Schedules~~

~~Employees who have a regularly scheduled day off due to their alternative work schedule during any Holiday Closure period shall still be required to take the full number of hours of MTO off by the end of the corresponding fiscal year.~~

~~Holiday Pay~~

~~Full Time employees on MTO shall receive eight hours of holiday pay for each holiday, as provided in the applicable MOU or the Salary Resolution. Pro ration applies for part time employees. Neither the MTO deduction nor the mandatory time off shall reduce the number of hours used to calculate the pro ration of holidays for part time employees.~~

~~MTO – Terminating Employees~~

~~Employees who were not released from duty during the Holiday Closures and separate from County service shall be paid for any accrued MTO hours not taken at their current rate of pay. If a negative balance exists in the MTO account, employees shall have an amount deducted from their final paycheck equal to the negative balance of hours times their current base hourly rate of pay.~~

~~Employee's who transfer to a bargaining unit or department that is not participating in an MTO program shall be required to use the hours accumulated prior to the last pay period of the applicable fiscal year.~~

~~Employees Laid Off – Eligible for Severance~~

~~If an employee receives a lay off notice, and is eligible for a severance period that includes any of the Holiday Closure or scheduled floating MTO days, the time will not be charged to MTO, vacation, sick leave, or CTO. Any MTO accrued but unused balances will be paid to the employee at time of lay off.~~

~~Holiday Closures – Employees with periods of Leave Without Pay (LWOP)~~

~~Employees requesting LWOP during the applicable fiscal year must exhaust any amortized MTO accumulated prior to going into an unpaid status. Employees returning to paid status will have the same MTO deduction taken as regular County employees (pro-rated based on FTE). Each time the employee goes on leave, any MTO accumulated balances will be depleted so there is a zero (0) balance before any other paid or unpaid leave is used.~~

~~Any balances remaining at the end of the fiscal year will be reconciled as stated above. (MTO Accounts and Balances)~~

~~Workers Compensation Leave~~

~~MTO provisions do not apply to employees on Worker's Compensation leave due to an industrial illness or injury.~~

~~If an employee is receiving temporary disability payments during any Holiday Closure and would have been unable to work due to an industrial injury or illness, they will be permitted to utilize accrued but unused time off prior to the end of the fiscal year.~~

~~Long Term Disability~~

~~Earnings for employees on Long Term Disability will be based on regular salary and not be reduced by the amounts deducted for MTO.~~

Floating Mandatory Time Off and 24/7 Operations

~~The County shall be closed for business for a total of 40 hours in fiscal year 2010/11 (the 3 Floating MTO days in fiscal year 2010/2011 may result in a departmental closure, at the department head's discretion), and 40 hours in fiscal year 2011/12, as stated above.~~

~~Employees in operations that cannot completely close for Holiday Closure and who take all MTO as floating MTO days (64 hours in fiscal year 2010/11 and 40 hours in fiscal year 2011/12) shall be treated in the same manner as described for the Holiday Closure as stated herein. The only difference is that an employee who works during the Holiday Closure will take all MTO as floating MTO days.~~

~~Due to operational needs there are exceptions to the general closure of County Departments where special circumstances are required to maintain mandated coverage. For these departments that must operate during all or some of the closure period and for departments that must operate 24 hours a day 7 days per week, participation in the MTO program is still required.~~

~~It is the intent of this policy to maximize MTO savings while minimizing the use of overtime, standby, or callback to backfill vacant positions.~~

Scheduling of Floating MTO days

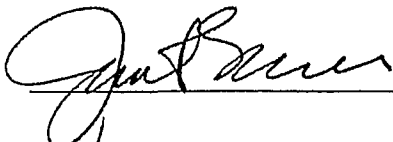
~~Employees designated to work during any portion of the Holiday Closures will have until the end of the corresponding fiscal year to take off the hours of MTO. Deductions in pay for all hours of MTO will be amortized over multiple pay periods in the corresponding fiscal year. MTO will be used in increments of the length of one of the employee's regular shifts or less and scheduled with the approval of their supervisor. MTO shall be used before any vacation or compensatory time off, until all MTO hours have been exhausted.~~

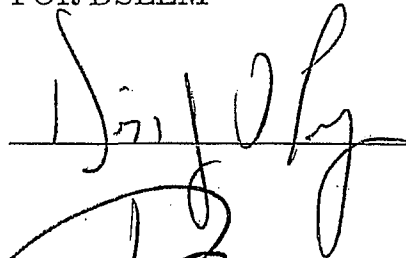
~~Employees taking floating MTO will be provided the same protections with respect to level of benefits deductions, vacation and sick leave accrual, deferred compensation and retirement credit as employees taking MTO during the closures. MTO taken shall be considered time in pay status for the accrual of benefits and eligibility for overtime and holidays.~~

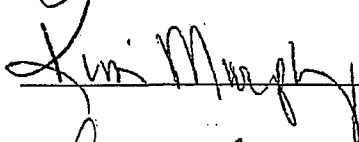
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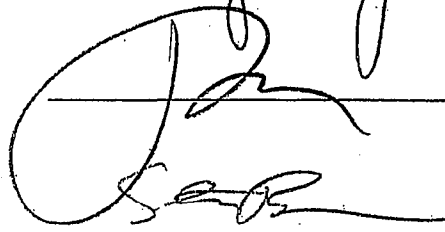
FOR THE COUNTY

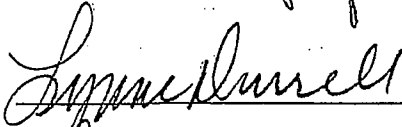
FOR DSLEM














COUNTY OF SONOMA

DEPUTY SHERIFF'S LAW ENFORCEMENT MANAGEMENT (DSLEM)

Bargaining Unit: 0043

TENTATIVE AGREEMENT

June 12, 2013

The County Of Sonoma ("County") and the Sonoma County Deputy Sheriff's Law Enforcement Management ("DSLEM") have negotiated and reached a Tentative Agreement on this provision of the Memorandum of Understanding ("MOU"). No tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the entire comprehensive agreement is subject to ratification by the DSLEM bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents.

Delete Appendix C as follows:

~~Appendix C~~

~~LETTER OF UNDERSTANDING~~

~~COUNTY of SONOMA~~

~~AND~~

~~SONOMA COUNTY DEPUTY SHERIFFS' LAW ENFORCEMENT MANAGEMENT
ASSOCIATION (DSLEM)~~

~~The County of Sonoma and DSLEM have agreed to the following regarding the Staff Development Benefit Allowance and Physical Fitness Allowance (Article 11.2 - 11.2.1 and 11.4 - 11.5) provided by the MOU:~~

- ~~1.) Due to the unavailability of funds, DSLEM and the County of Sonoma (County) have agreed to suspend the Staff Development Benefit Allowance and Physical Fitness Allowance for fiscal year 2010/11.~~
- ~~2.) During fiscal year 2010-2011 the Staff Development Benefit Allowance and Physical Fitness Allowance will not be funded and reimbursements will not be made, except for payments necessary to maintain the County owned exercise equipment up to a total cost to the County capped at \$7,500.00 for all units, (DSA, DSLEM, SCLEA).~~
- ~~3.) Any amounts that have rolled over from fiscal year 08/09 into fiscal year 09/10 will be available after July 1, 2011.~~
- ~~4.) This benefit will automatically be reinstated effective July 1, 2011.~~
- ~~5.) The terms and implementation of this agreement may not be grieved through the grievance procedure of the MOU.~~

- ~~6.) This Letter of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein. Any other prior or existing understanding or agreements by the parties whether formal or informal regarding any such matters are hereby superseded or terminated in their entirety.~~
- ~~7.) Except as specifically provided herein, it is agreed and understood that the Union voluntarily and unqualifiedly waives its right to and releases the County from any obligation to meet and confer on any subject or matter contained herein.~~
- ~~8.) No agreement, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by the parties hereto and, if required, approved and implemented by the County's Board of Supervisors.~~
- ~~9.) Nothing in this Letter of Understanding shall be construed to limit, remove, expand or in any way alter the existing or future jurisdiction or authority of the Civil Service Commission as provided in Sonoma County Ordinance No. 305-A as amended or as provided in the rules adopted in accordance with said ordinance.~~
- ~~10.) The waiver of any breach, term or condition of this Letter of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.~~

~~_____/s/ William Focha _____ 6/29/10 _____
 DSLEM _____ Date~~

~~_____/s/ Carol Allen _____ 6/29/10 _____
 COUNTY OF SONOMA _____ Date~~

(Signed Document on File with Employee Relations)

FOR THE COUNTY *6/12/13*

FOR DSLEM

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COUNTY OF SONOMA

DEPUTY SHERIFF'S LAW ENFORCEMENT MANAGEMENT (DSLEM)

Bargaining Unit: 0043

TENTATIVE AGREEMENT

June 12, 2013

The County Of Sonoma ("County") and the Sonoma County Deputy Sheriff's Law Enforcement Management ("DSLEM") have negotiated and reached a Tentative Agreement on this provision of the Memorandum of Understanding ("MOU"). No tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the entire comprehensive agreement is subject to ratification by the DSLEM bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents.

Delete Appendix D as follows:

Appendix D

LETTER OF UNDERSTANDING

COUNTY of SONOMA

AND

DEPUTY SHERIFFS ASSOCIATION (DSA)

DEPUTY SHERIFFS LAW ENFORCEMENT MANAGEMENT ASSOCIATION (DSLEM)

~~The County of Sonoma and DSA/DSLEM have agreed to the following regarding Sonoma County's Voluntary Time Off Program:~~

~~1.) Deputy Sheriffs Association/Deputy Sheriffs Law Enforcement Management Association (DSA/DSLEM) and the County of Sonoma (County) have agreed to participate in the Voluntary Time Off Program (Attachment A) for fiscal years 2010/2011 and 2011/2012.~~

~~2.) The Program eligibility requirements and benefits are specified and limited to the VTO Program described in Attachment A.~~

~~3.) The terms and implementation of this program may not be grieved through the grievance procedure of the MOU.~~

~~4.) This Letter of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein. Any other prior or existing understanding or agreements by the parties whether formal or informal regarding any such matters are hereby superseded or terminated in their entirety.~~

~~5.) Except as specifically provided herein, it is agreed and understood that the Union voluntarily and unqualifiedly waives its right to and releases the County from any obligation to meet and confer on any subject or matter contained herein.~~

~~6.) No agreement, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless~~

made and executed in writing by the parties hereto and, if required, approved and implemented by the County's Board of Supervisors.

- ~~7.) Nothing in this Letter of Understanding shall be construed to limit, remove, expand or in any way alter the existing or future jurisdiction or authority of the Civil Service Commission as provided in Sonoma County Ordinance No. 305-A as amended or as provided in the rules adopted in accordance with said ordinance.~~
- ~~8.) The waiver of any breach, term or condition of this Letter of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.~~

~~_____/s/ William Focha _____ 6/29/10 _____
_____DSA/DSLEM _____ Date~~

~~_____/s/ Carol Allen _____ 6/29/10 _____
_____County of Sonoma _____ Date~~

~~(Signed Document on File with Employee Relations)~~

VOLUNTARY TIME OFF (VTO) PROGRAM
(Extension of V.T.O. Program through June 30, 2012.)

~~1. Purpose:~~

~~The purpose of the Voluntary Time Off program is to mitigate the need for layoffs of employees in a department. This is done by employees in that department reducing their hours worked and their pay on a temporary basis, until funding has improved or staffing levels have been reduced. Employees wishing to work less than their current FTE on a permanent basis are not eligible for this program. Employees wishing to do so should contact their department about a change in the status of their FTE (i.e. become a permanent part time employee).~~

~~2. Request Submission~~

~~a. An employee wishing to take Voluntary Time Off with out pay (defined as hourly rate) may submit a request for a specific number of hours/days he/she wishes to take as VTO, on the VTO Request Form. The use of VTO is voluntary by the employee and can be withdrawn by the employee at any time. Agreement by the department head to a VTO schedule is voluntary and can be withdrawn by the department at any time.~~

~~b. Joint agreement between the employee and his/her department head or designee is required and shall specify the exact hours/days to be taken off under VTO.~~

~~3. Employee Conditions~~

~~The department head or designee may authorize a permanent or probationary employee Voluntary Time Off without pay with the right to return to the same allocation subject to~~

the following conditions:

- ~~a. VTO shall be considered time in pay status for the accrual of benefits, cash allowance and eligibility for overtime and holidays. The same level of benefits and deductions shall be maintained for health, vision, life and dental insurance, vacation and sick leave accrual and retirement credit. The Employee's base salary shall be reduced for each hour taken as VTO. The hourly cash allowance is paid for all hours in a pay status, thus will not be impacted by VTO hours taken.~~
- ~~b. VTO may be taken in increments of not less than one half hour. VTO shall be prorated for part time employees based upon their regular work schedule (budgeted FTE). Employees may reduce their work schedule by up to 25% of their regular work schedule per pay period (for a full time FTE, the maximum reduction per pay period would be 20 hours).~~
- ~~c. VTO shall apply toward time in service for retirement, completion of probation, eligibility for merit increases and toward seniority.~~
- ~~d. VTO shall be granted without requiring employees to first use accumulated vacation or compensatory time off.~~
- ~~e. VTO shall be available only to employees who are in pay status the entire work day before the beginning of the VTO, as well as the entire work day after the completion of VTO.~~
- ~~f. VTO shall not be available to employees on other leaves without pay.~~
- ~~g. VTO is contingent upon approval of the department head. Department heads may decline to agree for any reason. Approval must be received at least 5 days in advance of the requested dates, and completed before the expiration of the VTO Program.~~
- ~~h. Employees on VTO may only be assigned to work overtime in case of emergencies.~~

~~4. Department Conditions~~

- ~~a. Any VTO savings will remain within the department in which the VTO is taken.~~
- ~~b. Departments by agreeing to an employee's participation in VTO are agreeing that they will not fill vacant positions in their departments in the same classifications and location of those employees that are participating in VTO. Departments may not use extra help in the same classifications and locations of employees they have approved to be in the VTO Program. If at such time, the department intends to fill vacant positions in the classifications participating in VTO, then the department shall suspend current employees' participation in the VTO program. Departments will not assign overtime to any employees in classifications participating in VTO except in emergencies.~~

~~e. Departments will consider, before approving any VTO request, the impact on revenues and reimbursements for VTO hours and only approve VTO requests that save money after taking into consideration the net impact of those revenue reductions.~~

~~5. Term
This program will expire on June 30, 2012~~

~~6. Communication~~

~~a. The County and employee organizations may develop and distribute literature to represented employees that publicizes and explains the VTO program.~~

THE COUNTY OF SONOMA
VOLUNTARY TIME OFF (VTO) REQUEST

~~**INSTRUCTIONS:** Carefully read the conditions outlined in the Voluntary Time Off (VTO) Program. Complete this request form (*Please Print*), and submit it to your supervisor who will route it to your Department Head or designee for approval; then to the Department Payroll Clerk for processing and filing. **NOTE:** More than one request form may be submitted.~~

Name: _____ Employee #: _____

Job Class: _____ Bargaining Unit: _____ Department: _____

| REQUESTED VTO DATES: | | TOTAL |
|----------------------|-----|-------|
| FROM: | TO: | HOURS |
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| REQUESTED VTO DATES: | | TOTAL |
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| TOTAL: | | |

This request is an agreement between the employee and department head or designee as outlined above. This agreement is subject to approval, and management reserves the right to institute and revoke agreements. Employees may reduce their work schedule by up to 25% of their regular work schedule (for a full time FTE, the maximum reduction per pay period would be 20 hours). A reduction in hours will not impact non salary benefit levels for employees.

VTO may be taken in increments of not less than one half hour. VTO shall be available to employees who are in "pay status" the work day before the beginning of the VTO as well as in "pay status" the entire work day after the completion of the VTO. VTO shall not be available to employees on leaves without pay.

The above is in accord with my understanding:

Employee Signature: _____ Date: _____

Comment: _____

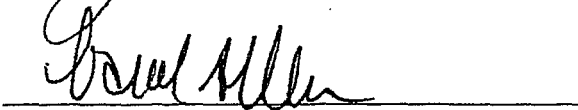
Department Head Authorization: _____ Date: _____

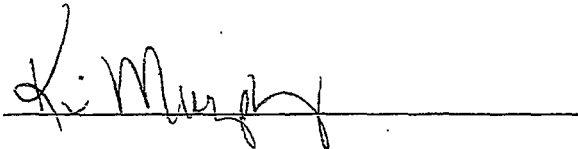
Comment: _____

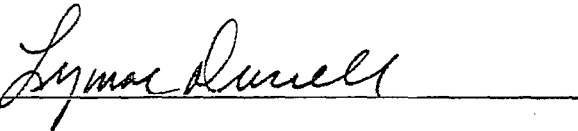
FOR THE COUNTY 6/12/13

FOR DSLEM

















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 of the County of Sonoma

Board Agenda Date: December 10, 2013

Vote Requirement: Majority

Department or Agency Name(s): Human Resources

Staff Name and Phone Number:

Janie Carduff (707) 565-3473

Supervisorial District(s):

N/A

Title: Miscellaneous Classification and Compensation Changes

Recommended Actions:

Approve Resolution amending the Department Allocation List for the U.C. Cooperative Extension Department to delete 1.0 Full Time Equivalent (F.T.E.) Public Information Specialist allocation and to add 1.0 F.T.E. Department Analyst allocation, effective December 10, 2013.

Executive Summary:

U.C. Cooperative Extension

Public Information Specialist: At the request of the incumbent and the U.C. Cooperative Extension, Human Resources conducted a classification study of one Public Information Specialist. Based on the overall delegated authority assigned to the position, Human Resources determined the incumbent was responsible for activities most consistent with the job classification of Department Analyst. The Civil Service Commission approved the reclassification of one Public Information Specialist to Department Analyst and the promotion of the incumbent pursuant to Civil Service Rule 3.3B, at its November 7, 2013, meeting.

Prior Board Actions:

Throughout the year, each year, the Human Resources Department submits several Miscellaneous Classification and Compensation Board Items. The items contained in these reports have received Civil Service Commission approval as appropriate, and require Board approval in order to be fully adopted and implemented.

Strategic Plan Alignment Goal 4: Civic Services and Engagement

| Fiscal Summary - FY 13-14 | | | |
|---|---|------------------------------|------------------------------|
| Expenditures | | Funding Source(s) | |
| Budgeted Amount | \$ | | \$ |
| Add Appropriations Req'd. | \$ | State/Federal | \$ |
| | \$ | Fees/Other | \$ |
| | \$ | Use of Fund Balance | \$ |
| | \$ | Contingencies | \$ |
| | \$ | | \$ |
| Total Expenditure | \$ | Total Sources | \$ |
| Narrative Explanation of Fiscal Impacts (If Required): | | | |
| <p>U.C. Cooperative Extension/Reclassification of Public Information Specialist: The estimated cost of the salary adjustment is \$10,056 for FY 2013-2014, and an estimated ongoing annual cost of \$18,039. The U.C. Cooperative Extension has incorporated the applicable costs into its budget.</p> | | | |
| Staffing Impacts | | | |
| Position Title (Payroll Classification) | Monthly Salary Range (A – I Step) | Additions (Number) | Deletions (Number) |
| Public Information Specialist | \$4,055.97 - 4,930.82 | 0 | 1 |
| Department Analyst | \$5,134.32 - 6,242.23 | 1 | 0 |
| Narrative Explanation of Staffing Impacts (If Required): | | | |
| <p>U.C. Cooperative Extension/Reclassification of Public Information Specialist: Effective December 3, 2013, one incumbent will be reclassified to Department Analyst in accordance with Civil Service Rule 3.3B.</p> | | | |
| Attachments: | | | |
| | | | |
| Related Items "On File" with the Clerk of the Board: | | | |
| 1. Public Information Specialist, Report to the Civil Service Commission. | | | |



County of Sonoma
State of California

Date: December 10, 2013

Item Number: _____

Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, amending the Department Allocation Table for the UC Cooperative Extension to delete 1.0 Full-Time Equivalent Public Information Specialist and to add 1.0 Full-Time Equivalent Department Analyst, effective December 10, 2013.

Whereas, a classification study conducted by Human Resources concluded that the delegated authority and duties performed by one Public Information Specialist are most appropriately aligned with the job classification of Department Analyst, and;

Whereas, at the November 7, 2013, meeting, the Civil Service Commission reclassified the Public Information Specialist to Department Analyst, and promoted the incumbent in accordance with Civil Service Rule 3.3B.

Now, Therefore, Be It Resolved that the Allocation Table of the UC Cooperative Extension Department is hereby revised as follows:

| Budget Index | Job Class | Class Title | Existing Positions In Class | Change in Position Allocation | New Total Allocation For Class | Duration/End Date | Salary Range |
|--------------|-----------|-------------------------------|-----------------------------|-------------------------------|--------------------------------|-------------------|--------------|
| 697029 | 0902 | Public Information Specialist | 1.00 | (-1.00) | 0.00 | Ongoing | 2332 |
| 697029 | 0826 | Department Analyst | 1.00 | 1.00 | 2.00 | Ongoing | 2952 |

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 30
(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 Directors of the Sonoma County Agricultural Preservation and Open Space District
Board of Commissioners of the Community Development Commission
Board of Directors of the Northern Sonoma County Air Pollution Control District

Board Agenda Date: December 10, 2013

Vote Requirement: Majority

Department or Agency Name(s): Human Resources

Staff Name and Phone Number:

Jeanne Groen, Benefits Manager (707) 565-2473

Supervisorial District(s):

All

Title: Benefits Consulting Services Agreement

Recommended Actions:

Authorize the Director of Human Resources to execute an agreement with The Segal Company for employee and retiree benefit consulting, actuarial, and brokerage services for the period January 1, 2014, through December 31, 2017, with a maximum agreement amount not to exceed \$ 980,000, and an option for deferred compensation and/or retirement investment analysis and retirement planning services, with a maximum amount not to exceed \$292,000.

Executive Summary:

The Employee Benefits Unit of the Department Of Human Resources is responsible for management and administration of the County's health and welfare benefit programs for employees, retirees and their eligible dependents. As part of that responsibility, the County contracts with various benefit consultants to assist the County in maintaining benefit programs that are competitively priced, meeting the needs of County employees, retirees and dependents, and are innovative and attractive to recruit new human resource talent to the County.

The Segal Company (Segal) was selected through a Request for Proposal (RFP) process which was released in July and widely circulated. A total of eight national and regional benefit consulting firms' submitted proposals which were accepted and five firms were selected to the interview process. Because of the importance of the work and services which the County's benefits consultants provide includes working directly with the Joint Labor Management Benefits Committee (JLMBC), the evaluation and selection panel included two representatives from the JLMBC. Participating in the interview and selection process were Jeanne Groen, Employee Benefits Manager, Jonathan Kadlec, Assistant Treasurer Tax Collector, and Marcia Chadbourne, Risk Manager, and representing the JLMBC were Andre Bercut,

Child Support Services Worker II, on behalf of Service Employees International (SEIU), and Lou Maricle, Communications Manager, on behalf of the Sonoma County Administrative Management Council (SCAMC). Jonathan's participation was particularly beneficial in the evaluation of deferred compensation investment and/or retirement analysis proposals which were presented by three of the vendors.

Following an extensive evaluation and due diligence process, The Segal Company was selected. The Segal Company (Segal) has provided benefit and actuarial consulting services to the County of Sonoma since January, 2008, when they were selected through an RFP process. In the recent RFP process there was another consultant in very close competition, but in the final analysis, Segal was determined to provide the most competitive costs with the broadest scope of services. More importantly, due to the high level of satisfaction the County and JLMBC have had with the work and services provided by Segal, the Selection Committee recommended another contract with Segal. This recommendation was also discussed at the JLMBC meeting on November 14, 2013 and members present supported the evaluation and due diligence process used to develop the recommendation.

The fee arrangement was based upon the initial fees proposed by each of the consulting firms, and further fee clarification and last best final offers solicited from the two top consultant firms. Initial annual fees for benefit consulting services ranged from \$145,000 to \$300,000. Segal agreed to provide all requested services at an annual fee not to exceed \$245,000 with a 100% guarantee for any work performed that doesn't meet the County's satisfaction.

Additionally, the RFP included a separate section for investment and retirement investment analysis services that the County may want to access to review the current deferred compensation program offerings, as well as evaluate alternative retirement planning options the County may be interested to offer to employees in the future. Three firms submitted proposals in this area with annual fees ranging from \$70,000 to \$125,000. Segal agreed to provide investment analysis and retirement services to the County on an "as needed" basis, and can provide a full scope of services as requested by the County, for an initial annual fee of up to \$70,000, with a 3% annual fee increase for each of the following three years. A more complete listing of potential services to be provided is included in Attachment A.

Segal is a national benefits consulting firm and currently is the primary benefits consultant to the counties of Kern, Marin, San Bernardino, the cities of Bakersfield, Napa, and Ventura, as well as for the Los Angeles Unified School District and the State of Hawaii. Nationally, the firm provides consultant services to approximately 400 public sector entities.

The following outlines some of the primary services to be provided by Segal including consultation on all benefit programs, in depth analysis of current industry comparative cost trends in the public and private sectors, and information on industry best practices. Segal keeps the County apprised on all regional, State and Federal legislative changes impacting benefits, and have provided the County with invaluable support and analysis of the impacts of the Federal Affordable Care Act. Segal performs actuarial analysis of the County's self-insured plans as well as the biennial Other Post Employment Benefits (OPEB) valuation. Segal staff also actively participates and provides support to the JLMBC. A complete Scope of Services is outlined in Attachment A.

The term of the agreement is four years from January 1, 2014 through December 31, 2017. Maximum fees payable under this agreement is up to \$980,000 for benefits consulting and actuarial services, and

up to \$292,000 for investment analysis and retirement planning services. All fees are outlined in Attachment B.

Prior Board Actions:

- 01/08/2013 Approved amendment extending term for six months and additional \$150,000
- 05/22/2012 Approved amendment extending term for six months and additional \$132,000
- 12/14/2010 Approved amendment extending term and additional \$215,000
- 02/26/2008 Approved amendment for additional \$65,000 actuarial services
- 01/08/2008 Approved initial agreement term 1/1/08 through 6/30/11, total contract \$904,000

Strategic Plan Alignment Goal 3: Invest in the Future

Fiscal Summary - FY 13-14

| Expenditures | | Funding Source(s) | |
|---------------------------|-------------------|----------------------|-------------------|
| Budgeted Amount | \$ 122,5000 | | \$ |
| Add Appropriations Req'd. | \$ | State/Federal | \$ |
| | \$ | Fees/Other | \$ 122,500 |
| | \$ | Use of Fund Balance | \$ |
| | \$ | Contingencies | \$ |
| | \$ | | \$ |
| Total Expenditure | \$ 122,500 | Total Sources | \$ 122,500 |

Narrative Explanation of Fiscal Impacts (If Required):

Costs associated with benefit consulting and actuarial services under this agreement are budgeted in the Employee Benefits Administration Index 596031 and the County Health Plan index 596106. The Employee Benefits index is funded by a per employee annual rate charged to GF and non-GF departments. The CHP is funded by employer and employee premiums, with the employer contributions paid by both GF and non-GF departments.
 *Deferred compensation program analysis costs are budgeted in the ACTTC Index 022103.

Staffing Impacts

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

| |
|---|
| Narrative Explanation of Staffing Impacts (If Required): |
| Not applicable. |
| Attachments: |
| Attachment A: Scope of Services Attachment B: Fee Schedule |
| Related Items "On File" with the Clerk of the Board: |
| Sample Agreement for Benefit Consulting Services |

Attachment A
The Segal Company
Scope of Services
01/01/2014 to 12/31/2017

1) General Services

Benefit Consultation Services shall include a comprehensive approach to the following without limitation:

- a. Develop an annual work plan with the County's Human Resources staff prior to the beginning of each fiscal year, including all requirements necessary to ensure sound benefits program management and fiscal accountability.
- b. Maintain accessibility to the County's Human Resources staff and provide assistance in a timely manner when requested.

2) Benefit Consultation Services

Benefit Consultation Services shall include a comprehensive approach to the following without limitation:

- a. Thoroughly review each benefit program offered by the County and quickly develop a comprehensive understanding of all benefits provided to County employees and retirees.
- b. Provide the County with strong strategic recommendations regarding benefits administration and policy based expert knowledge and experience in changing political and regulatory environment. Contractor will provide:
 - 1) Specific recommendations with respect to industry regulations for current benefits, benefits being considered by the County and any new benefits the County elect to implement.
 - 2) Translate policy and regulations as it applies to the County.
- c. Monitor current claims activity for each program and provide semi-annual reports reflecting budget, paid claims, administrative expenses, loss ratio and trends. Identify and promptly notify the County when unexpected claims may impact program costs and/or availability of coverage.

- d. Provide an annual assessment of the County's medical, dental, vision, life, prescription drug, Flexible Spending Accounts (FSA), Health Reimbursement Accounts (HRA), Employee Assistance Program, as well as any additional benefit programs the County may consider or implement during this agreement. The annual assessment shall contain an in-depth analysis of current industry comparisons and cost trends from both public and private sector programs. The assessment will identify program inadequacies and problems, as well as offer remedial recommendations. Cost effectiveness and methodologies for increasing benefit values to plan participants must be addressed.
- e. Upon request, draft and review plan documents, annual enrollment material, summarize plan descriptions, provide guidance on vendor contracts, and assist staff in document preparation.
- f. Provide information and recommendations on best practices relating to the administration of employee benefit programs in the public and private sectors.
- g. Identify and stay informed of all viable employee benefit options available in the County's immediate geographical area. Additionally, be generally informed as to what is offered by other public employers in California as well as industry trends.
- h. Continually research and stay abreast of local, state and federal legislation. Provide regular updates and recommendations of any and all legislation that may impact benefit programs for public employers in California. Further, timely notify and provide direction to the County regarding pertinent legislation.
- i. Participate in the Sonoma County Joint Labor Management Benefits Committee meetings.
- j. Conduct ad-hoc benefits research upon request.
- k. Consistently maintain professional and productive relationships with vendors and other contacts on the County's behalf.
- l. Lead and/or assist the County in marketing projects to select new vendors utilizing the County's purchasing and procurement practices. This process may include formal presentations to management, the Joint Labor Management Benefits Committee, the Board of Supervisors, and other employee organizations as necessary.

- m. Annually, analyze and produce a report estimating the incurred but not reported claims for each of the County's self-funded benefit programs.
- n. Produce an annual health benefits report consisting of the following:
 - 1) Financial experience and budget projections, including an interactive modeling application
 - 2) Proposed COBRA and rates for self-funding benefit programs
 - 3) Vendor renewal analysis
 - 4) Group insurance policy settlement analysis
 - 5) Claims experience analysis
 - 6) Prescription drug analysis

3) Brokerage Services

Brokerage Services shall include a comprehensive approach to the following, without limitation:

- a. Lead and/or assist the County in marketing projects to select new vendors. This process shall include formal presentations to management, the Joint Labor Management Benefits Committee, the Board of Supervisors, and other employee organizations as necessary.
- b. Assist in obtaining and appointing new vendors and implementing new benefit programs.
- c. Assess reasonableness of any benefit rate adjustment and/or changes in contract or service provisions.
- d. Diligently and punctually negotiate reasonable renewal premium rates on the County's behalf.

4) Actuarial Services

Actuarial Services shall include a comprehensive approach to the following, without limitation:

- a. Prepare an annual actuarial analysis report, including recommendations on renewal rates and reserve analysis and projects, of the County Health Plan and any other self-insured benefit programs provided now or in the future by the County.
- b. Routinely research, analyze and recommend appropriate premium rate equivalents and reserves.
- c. Routinely research, analyze and diligently prepare statistical analyses and cost allocations.

- d. Conduct any and all necessary benefit actuarial evaluations in compliance with law, and accounting standards as established by the Governmental Accounting Standards Board (GASB).
- e. Annually provide an actuarial certification of credible coverage for Medicare Part D the County's prescription plans.
- f. Annually review and provide an actuarial valuation of the County Self-Insured LTD Plan.

5) Investment and Optional Retirement Services

Retirement Planning Services shall include a comprehensive approach to the following, without limitation:

- a. Upon request from the County, thoroughly review each benefit program offered by the County and quickly develop a comprehensive understanding of each.
- b. Upon request from the County, assist County in evaluating tax-free alternative benefit and investment options to provide to County employees.
- c. Upon request from the County, diligently assist in reviewing and drafting plan documents, investment policy statements, summary plan descriptions, and other relevant documents for current alternative retirement and benefit plan options, including Retiree Health Reimbursement Arrangement (HRA), deferred compensation, etc.
- d. Upon request from the County, on a quarterly basis, extensively research, analyze and assess investment options and propose new and/or replacement funds as appropriate.
- e. Upon request from the County, lead and assist the County in marketing projects to select new vendors. This process may include formal presentations to management, the Joint Labor Management Benefits Committee, the Board of Supervisors, and other employee organizations as necessary.
- f. Continually research, analyze and promptly inform County of the best practices in alternative investment benefit options design and administration within the immediate geographic area and out-lying areas, as necessary, with an emphasis on public and private employers.
- g. Continually research and stay abreast of all local, state and federal legislation. Provide regular updates and recommendations of any and all legislation that may impact retirement benefit programs for public employers in California. Further, timely notify and provide direction to County regarding pertinent legislation.

- h. Upon request from the County, participate in the Sonoma County Joint Labor Management Benefits Committee meetings.
- i. Upon request from the County, conduct ad-hoc retirement benefit and other investment alternative plans research.
- j. Consistently maintain professional and productive relationships with vendors and other contacts on the County's behalf.
- k. Upon request from the County, routinely research, analyze and diligently prepare statistical analyses and cost allocations.

Attachment B
The Segal Company
Fee Schedule
01/01/14 to 12/31/17

1. Maximum Fees

- a. For all services provided by the Contractor listed in Exhibit A, Scope of Services, specifically related to 1) General Services, 2) Benefit Consultation Services, 3) Brokerage Services and 4) Actuarial Services, the maximum fees payable under this agreement will not exceed \$245,000 in a calendar year and will not exceed a total of \$980,000 for the period of January 1, 2014 to December 31, 2017.
- b. For all services provided by the Contractor listed in Exhibit A, Scope of Services, specifically related to 5) Investment and Optional Retirement Services, the maximum fees payable in a calendar year will not exceed the amounts listed below and will not exceed \$292,000 for the period of January 1, 2014 to December 31, 2017:
 - i. Not to exceed \$70,000 for 2014
 - ii. Not to exceed \$72,000 for 2015
 - iii. Not to exceed \$74,000 for 2016
 - iv. Not to exceed \$76,000 for 2017

2. Hourly Rates

The County will be charged on an hourly basis for services based on the Contractor's professional performing the work, as directed by County. The hourly rates are defined below:

| Position | Segal Hourly Rates 01/01/2014 through 12/31/2017 |
|---|---|
| Principle, Senior Vice President | \$ 400 |
| Consultant | \$ 311 |
| Health Actuary, Health Benefits Manager | \$ 311 |
| Segal Rogerscasey VP or SVP | \$ 350 |
| Senior Health Benefits Advisor | \$ 289 |
| Health Benefits Advisor | \$ 249 |
| Actuarial Manager, VP | \$ 400 |
| Consulting Actuary, Vice President | \$ 311 |
| Compliance Consultant | \$ 334 |
| Communications Senior Consultant | \$289 |



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: 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 Board of Directors of the Northern Sonoma County Air Pollution Control District

Board Agenda Date: December 10, 2013

Vote Requirement: Majority

Department or Agency Name(s): Human Resources

Staff Name and Phone Number:

Carol Allen (707) 565-2549

Supervisorial District(s):

All

Title: Service Employees' International Union Local 1021 (SEIU) MOU Amendment, Section 8.21

Recommended Actions:

Adopt concurrent resolution approving the Side Letter Agreement between the County and SEIU amending the 2013-2015 SEIU MOU, Section 8.21, One-Time Lump-Sum, Non-Recurring and Non-Pensionable Payments, authorizing the deposit of the two \$100 County Health Reimbursement Arrangement (HRA) contributions, to instead be deposited into a Flexible Spending Account (FSA) for eligible active employees not enrolled in a County sponsored medical plan.

Executive Summary:

The 2013-2015 SEIU Memorandum of Understanding (MOU) covers wages and benefits for employees represented by the Service Employees' International Union Local 1021 (SEIU). On March 19, 2013 the 2013 – 2015 SEIU MOU was adopted by the Board. Changes reflected an overall reduction of approximately 3% of total salary and benefit costs for SEIU represented employees. The MOU included two (2) \$100 contributions into a Health Reimbursement Arrangement (HRA). These contributions are outlined in the 2013-2015 SEIU MOU, Section 8.21, One-Time Lump-Sum, Non-Recurring and Non-Pensionable Payments.

After the County developed the eligibility requirements for the HRA plan for active employees, the Department of Labor (DOL) issued direction regarding the Affordable Care Act (ACA) that limits HRA contributions to employees enrolled in a County sponsored medical plan. However, the HRA language in the 2013-2015 SEIU MOU, Section 8.21 does not require an employee to be enrolled in a County sponsored medical plan to receive these contributions. Without changes to Section 8.21, the HRA contributions would be out of compliance with the ACA. Noncompliance could result in fines and jeopardize the tax status of the County's entire HRA plan.

The first HRA contribution under Section 8.21 was scheduled for April 10, 2013. At that time, there were

233 SEIU bargaining unit members eligible to receive the \$100 HRA contribution who were not enrolled in a County sponsored medical plan. For these employees, the \$100 was not contributed to the HRA and staff met and conferred with SEIU to identify other alternatives as a replacement benefit. SEIU agreed that the benefit alternative that most closely matches the HRA is a Flexible Spending Account (FSA). Like the HRA, the FSA is a tax deferred, non-pensionable account that can be accessed by employees for reimbursement of eligible medical expenses. However, unlike the HRA, the FSA must be used by the end of the plan year.

To ensure the County is in compliance with the ACA, staff recommends your board authorize the two \$100 lump sum contributions be made to an FSA account instead of an HRA for the otherwise eligible employees not enrolled in a County sponsored medical plan. This action will enable the funds to be used for their original intended purpose of reimbursement for medical expenses and will incur no additional cost to the County.

In addition, employees who terminate employment between April 2, 2013 and January 15, 2014 and were eligible for the \$100 HRA contribution but did not receive it, will receive a post separation, non-pensionable cash payment of \$100, less applicable taxes.

Prior Board Actions:

3-19-13: Memorandum of Understanding between the County of Sonoma and the Service Employees' International Union Local 1021 (SEIU)

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Fiscal Summary - FY 13-14

| Expenditures | | Funding Source(s) | |
|---------------------------|-----------|----------------------|-----------|
| Budgeted Amount | \$ | | \$ |
| Add Appropriations Req'd. | \$ | State/Federal | \$ |
| | \$ | Fees/Other | \$ |
| | \$ | Use of Fund Balance | \$ |
| | \$ | Contingencies | \$ |
| | \$ | | \$ |
| Total Expenditure | \$ | Total Sources | \$ |

Narrative Explanation of Fiscal Impacts (If Required):

The cost for providing the FSA contributions is the same as the cost for providing the HRA contributions and was approved by the Board on March 19, 2013. For employees who terminate employment between April 2, 2013 and January 6, 2014 and receive a cash payment, the County will incur an additional cost of approximately \$1,000 - \$2,000 (\$100 per employee for 10-20 terminated employees) to cover taxes.

| Staffing Impacts | | | |
|---|---|------------------------------|------------------------------|
| Position Title (Payroll Classification) | Monthly Salary Range (A – I Step) | Additions (Number) | Deletions (Number) |
| | | | |
| | | | |
| Narrative Explanation of Staffing Impacts (If Required): | | | |
| | | | |
| Attachments: | | | |
| A. Side Letter Agreement, County of Sonoma and Service Employees’ International Union Local 1021 (SEIU) | | | |
| Related Items “On File” with the Clerk of the Board: | | | |
| | | | |



County of Sonoma
State of California

Date: December 10, 2013

Item Number: _____

Resolution Number: _____

4/5 Vote Required

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, and the Board of Directors of the Northern Sonoma County Air Pollution Control District, State Of California, (herinafter collectively referred to as "County") Approving the Side Letter Agreement Between the County and SEIU Amending Section 8.21 of the 2013 - 2015 SEIU MOU authorizing the deposit of the two \$100 County Health Reimbursement Arrangement (HRA) contributions, to instead be deposited into a Flexible Spending Account (FSA) for eligible active SEIU Employees not enrolled in a County sponsored medical plan.

Whereas, salary and benefits for SEIU employees are provided under the 2013 – 2015 SEIU MOU; and

Whereas, on March 19, 2013, the Board approved the 2013 – 2015 SEIU MOU which included in Section 8.21, two \$100 lump-sum, non-recurring, non-pensionable County contributions into an HRA for SEIU represented employees, including those not currently enrolled in a County sponsored medical plan; and

Whereas, subsequent to March 19, 2013, staff became aware that under the Department of Labor's interpretation of the Affordable Care Act, the two \$100 lump sum County HRA contributions approved by the Board in the 2013 – 2015 SEIU MOU on March 19, 2013 are not compliant with ACA requirements; and

Whereas, non-compliance with ACA provision could result in fines and jeopardize the tax status of the County's HRA plan; and

Whereas, directing the two \$100 lump sum contributions to a Flexible Spending Account (FSA) for those eligible SEIU employees not enrolled in a sponsored medical plan, instead of an HRA, will maintain the County's ACA compliance;

Whereas, employees who were eligible to receive the HRA contribution on April 10, 2013 but do not receive the HRA or FSA contribution and terminate employment between April 2, 2013 and January 6, 2014 will receive a one-time post separation cash

Resolution #

Date:

Page 2

payment of \$100 less applicable taxes;

Now, Therefore, Be It Resolved that this Board hereby approves the Side Letter Agreement between the County and SEIU amending the 2013 – 2015 SEIU MOU, Section 8.21 (Attachment A), which is attached and incorporated by reference herein;

Be It Further Resolved that the County Administrator and the Director of Human Resources have the authority to take any necessary administrative actions to implement the provisions of this resolution.

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

SIDE LETTER AGREEMENT**COUNTY OF SONOMA****AND****SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021 (SEIU)****Effective for the period of March 19, 2013 through October 31, 2015**

The County of Sonoma and SEIU, 1021 met and conferred and reached agreement concerning an alternative benefit for the two \$100 lump sum County contributions into a Health Reimbursement Arrangement (HRA) for active employees not enrolled in a County sponsored medical plan. This provision is included in Section 8.21 A and C of the 2013 – 2015 Memorandum of Understanding (MOU) between the parties.

Background

Subsequent to the effective date of the 2013 – 2015 MOU between the County and SEIU, the County became aware that contributing to an active employee HRA account for employees not enrolled in a County sponsored medical plan may not be in compliance with the Affordable Care Act (ACA). This was due to the Department of Labor's implementation guidelines that would require that HRA contributions not integrated with other coverage as part of a group health plan must meet all the requirements for health plans. The two \$100 lump sum HRA payments included in Section 8.21 A and C of the 2013 – 2015 MOU do not require an employee to be enrolled in a County sponsored medical plan to receive the contributions.

To avoid potential fines and jeopardizing the tax status of the County's entire HRA plan, the County and SEIU have met and conferred over a replacement benefit and agree to the following provisions contained in this side letter to the MOU for the period of March 19, 2013 through October 31, 2015:

8.21 One-Time, Lump-Sum, Non-Recurring and Non-Pensionable PaymentsA. March 19, 2013 – June 30, 2013 Payment

On April 10, 2013, the County shall pay each full-time represented employee with a base pay of up to \$36.50 per hour a one-time, lump sum, non-recurring, and non-pensionable payment of four hundred and fifty-five dollars (\$455.00). On April 10, 2013, the County shall pay each full-time represented employee with a base pay of \$36.51 and higher per hour a one-time, lump sum, non-recurring, and non-pensionable payment of six hundred and eighty-two dollars and fifty cents (\$682.50). In addition, on April 10, 2013, for employees enrolled in a County sponsored medical plan, the County shall contribute into each full-time represented employee's Health Reimbursement Arrangement (HRA), a one-time,

lump sum, non-recurring, and non-pensionable payment of one hundred dollars (\$100.00.) Employees who were not enrolled in a County sponsored medical plan on April 2, 2013, but have since enrolled will receive a one-time contribution of \$100 into an HRA effective December 10, 2013. Employees not enrolled in a County sponsored medical plan will receive a one-time contribution of \$100 into a Flexible Spending Account (FSA) effective January 15, 2014. Each full time employee who terminates employment between April 2, 2013 and January 6, 2014 and does not receive a one-time lump-sum HRA or FSA contribution, will receive a post separation cash payment of \$100 less applicable taxes. For each part-time represented employee, the County shall pay FTE prorated one-time, lump sum non-recurring, and non-pensionable payments.

B. July 1, 2013 – June 30, 2014 Payment

On December 4, 2013, the County shall pay each full-time represented employee with a base pay of up to \$36.50 per hour a one-time, lump sum, non-recurring, and non-pensionable payment of seven hundred and thirty-five dollars (\$735.00). On December 4, 2013, the County shall pay each full-time represented employee with a base pay of \$36.51 and higher per hour a one-time, lump sum, non-recurring, and non-pensionable payment of one thousand and one hundred and two dollars (\$1,102.00). For each part-time represented employee, the County shall pay FTE prorated one-time, lump sum non-recurring, and non-pensionable payments.

C. July 1, 2014-October 31, 2015 Payment

On December 3, 2014, the County shall pay each full-time represented employee with a base pay of up to \$36.50 per hour a one-time, lump sum, non-recurring, and non-pensionable payment of five hundred and twenty-five dollars (\$525.00). On December 3, 2014, the County shall pay each full-time represented employee with a base pay of \$36.51 and higher per hour a one-time, lump sum, non-recurring, and non-pensionable payment of seven hundred and eighty-seven dollars and fifty cents (\$787.50). In addition, on December 3, 2014, for employees enrolled in a County sponsored medical plan, the County shall contribute into each full-time represented employee's Health Reimbursement Arrangement (HRA), a one-time, lump sum, non-recurring, and non-pensionable payment of one hundred dollars (\$100.00.) Employees not enrolled in a County sponsored medical plan will receive a contribution of \$100 into a Flexible Spending Account (FSA) effective January 14, 2015. For each part-time represented employee, the County shall pay FTE prorated one-time, lump sum non-recurring, and non-pensionable payments.

Any other prior or existing understanding or agreements by the parties whether formal or informal regarding the matters specified herein that contradicts this agreement are hereby superseded or terminated in their entirety.

No agreement, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by the parties hereto and, if required, approved and implemented by the County of Sonoma's Board of Supervisors.

The waiver of any breach, term or condition of this successor Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

Nothing in this agreement shall be construed to limit, remove, expand, or in any way alter the existing or future jurisdiction or authority of the Civil Service Commission as provided in Sonoma County Ordinance No. 305-A as amended or as provided in the rules adopted there under.

FOR THE COUNTY:

Bob Allen

FOR SEIU:

[Signature]
Tri Tynan
Aime Eaton

Date: 11/25/13

Date: 11/25/2013



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

Board Agenda Date: December 10, 2013

Vote Requirement: Majority

Department or Agency Name(s): Human Resources

Staff Name and Phone Number:

Chris Thomas 565-3781
Carol Allen 565-2549

Supervisorial District(s):

All

Title: Changes to Benefits Provided Under Salary Resolution 95-0926

Recommended Actions:

Adopt a Concurrent Resolution amending Salary Resolution 95-0926, Section 12, Staff Development and direct staff to develop a matching savings program.

Executive Summary:

This item amends the Salary Resolution providing additional contributions to Staff Development funds for Administrative Management, Department Heads, and Board Members in the amount of the deferred compensation received by these groups pursuant to Board direction to find an alternative for deferred compensation by the end of 2013. Since this action involves converting 2.25% of pay (\$3 million annually, countywide) from deferred compensation to professional development, there is no fiscal increase or increase in salary and benefits. In addition, this item seeks Board direction to develop a matching savings program for Board consideration no later than March 30, 2014.

Background

On March 19, 2013, your Board adopted a concurrent resolution making changes to Salary Resolution 95-0926 related to pensionable compensation and benefits provided to Unrepresented, Confidential, Administrative Management, Department Heads and the Board to accomplish Board goals with respect to pension reform and sustainable salary and benefit costs. Changes included providing a new pension plan tier for new employees, elimination of leave and floating holiday cash-outs, elimination of County contributions to deferred compensation, and providing a 2.25% contribution to an Active Health Reimbursement Arrangement (HRA) for certain classifications in the Confidential and Unrepresented

groups. At that time, staff anticipated additional options would be available resulting from the implementation of the Affordable Care Act (ACA), and since a similar contribution to HRAs for Administrative Management, Department Heads and Board members was not workable at that time. The Board chose to continue contributing 2.25% to deferred compensation to those groups until a recommended alternative could be identified after ACA implementation. Staff has analyzed all options available, and has found that the ACA has not produced viable options; the recommendation presented in this item is the best alternative currently available.

In recognition of the uncertainty of when any other alternatives may become available, the attached resolution amends the Salary Resolution to provide an equivalent amount of funds to be used for Staff Development in either wellness or professional development. While this does not meet all the Board's policy goals with respect to an alternative to assist directly with health care expenses, it does provide some additional funding that can be used for wellness program expenses which can be looked at as an upstream type investment in assisting with health care costs in the future. In addition, it provides an alternative to improve the productivity skills for delivery of public services for those whose wellness needs are with some amount less than the 2.25% of salary previously contributed to deferred compensation.

Follow-up on Pension Reform Goals

As noted above, the original changes to the Salary Resolution in March 2013, also addressed a number of Board goals with respect to pensionable compensation for the employees covered by the resolution. These goals came from the Board approved report in November 8, 2011 from the Board's Ad Hoc Committee on Pension Reform.

The report had three main goals

1. Contain Costs
2. Maintain Market Competitiveness and Workforce Stability.
3. Increase Accountability and Transparency

Significant progress has been made on most of these goals and staff anticipates bringing a more comprehensive report on this progress in the new calendar year. One area that has not been addressed, however, is in the area of the second goal where the Committee suggested that the County should move to provide support and encourage the model where an employee's retirement resources would be composed of a defined benefit plan, social security, and individual savings. The Committee referred to this retirement investment strategy as the "three-legged stool". Specifically, the Board's Ad Hoc Committee recommended that individual savings efforts should be incentivized as well as long term planning provided for assistance to increase this portion of the stool. Retirement and long term planning is currently being provided but methods of incentivizing individual savings have not yet been developed.

Staff recommends Board direction to return no later than March 30, 2014 with a matching savings program to incentivize individual savings on the part of employees as another important part of the Pension Reform efforts desired by the Board in order to maintain market competitiveness and workforce stability. In addition to identifying a savings plan, staff will recommend an approach to phasing in the program County-wide including incorporation in future negotiations.

| | | | |
|---|---|------------------------------|------------------------------|
| Prior Board Actions: | | | |
| 11/8/2011 - Accepted Pension Ad Hoc Committee Report | | | |
| 03/19/2013 - Adopted Various Changes to Salary Resolution 95-0926 | | | |
| 04/09/2013 - Approved Continuation of 2.25% Deferred Compensation through 12/31/2013 | | | |
| Strategic Plan Alignment | | Goal 3: Invest in the Future | |
| Fiscal Summary - FY 13-14 | | | |
| Expenditures | | Funding Source(s) | |
| Budgeted Amount | \$ | | \$ |
| Add Appropriations Req'd. | \$ | State/Federal | \$ |
| | \$ | Fees/Other | \$ |
| | \$ | Use of Fund Balance | \$ |
| | \$ | Contingencies | \$ |
| | \$ | | \$ |
| Total Expenditure | \$ | Total Sources | \$ |
| Narrative Explanation of Fiscal Impacts (If Required): | | | |
| <p>Since this action involves converting 2.25% of pay (\$3 million annually, countywide) from deferred compensation to professional development there is no fiscal impact. The adopted budget already included the deferred compensation costs in total salary and benefit expenditures. Some adjustments in appropriations between categories of expenditures may be necessary as a part of the year end close but no new funding or costs are necessary as a result of this action.</p> | | | |
| Staffing Impacts | | | |
| Position Title (Payroll Classification) | Monthly Salary Range (A – I Step) | Additions (Number) | Deletions (Number) |
| | | | |
| | | | |
| Narrative Explanation of Staffing Impacts (If Required): | | | |
| | | | |
| Attachments: | | | |
| Concurrent Resolution, and Attachment A Amendment to Salary Resolution, Section 12, Staff Development | | | |

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



County of Sonoma

State of California

Date: December 10, 2013

Item Number: _____

Resolution Number: _____

4/5 Vote Required

Concurrent Resolution Of The Board Of Supervisors Of The County Of Sonoma, 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, and the Board of Directors of the Northern Sonoma County Air Pollution Control District, State Of California, Amending Salary Resolution 95-0926 to Provide a Combined Staff Development/Wellness Benefit For Department Heads, Administrative Management, and the Board.

Whereas, benefits and compensation for Department heads, Administrative Management, are established under Salary Resolution 95-0926 (Salary Resolution); and

Whereas, benefits and some compensation for elected Department Heads are established under the Salary Resolution and may be amended at the end of the current term of office; and

Whereas, the compensation and benefits of the Board of Supervisors are set by ordinance and incorporates by reference, various provisions of the Salary Resolution; and

Whereas, in August of 2012, the Board approved Resolution No. 12-0398 which stated the intent to change pensionable compensation and benefits provided under Salary Resolution 92-0926, to reduce long term pension costs and reduce total compensation by 3%, to be effective by the end of March 2013; and

Whereas, changes included providing a new pension plan tier for new employees, elimination of leave and floating holiday cash-outs, elimination of County contributions to deferred compensation, and providing a 2.25% contribution to an Active Health Reimbursement Arrangement (HRA) for certain classifications in the Confidential and Unrepresented groups; and

Whereas, since a similar contribution to HRA's for Administrative Management, Department Heads and Board Members was not workable, upon review of various options, the Board authorized Concurrent Resolution No. 13-0131 on April 9, 2013 continuing the County contribution of 2.25% of annual salary to the current deferred compensation program for Administrative Management, Department Heads, and the

Resolution #

Date:

Page 2

Board with a final contribution effective December 31, 2013; and

Whereas, the uncertainty of when guidelines anticipated with the Affordable Care Act and any other alternatives may become available is recognized, the attached resolution amends the Salary Resolution to provide 2.25%, to be used for Staff Development in either wellness or professional development which is an equivalent amount as was previously contributed to deferred compensation; and

Whereas, the Board desires to continue efforts to meet goals established by the Pension Ad-Hoc Committee as well as meeting the key guidelines of the Affordable Care Act.

Whereas, staff will continue to review options and will return to the Board prior to March 30, 2014 with further recommendations that will meet the Boards previously stated goals;

Now, Therefore, Be It Resolved that the Board hereby approves the amendments to the Salary Resolution 95-0926, Section 12 – Staff Development adding a Combined Staff Development/Wellness Allowance of 2.25% of annual salary, as outlined in Attachment A, which is attached and incorporated by reference herein;

Be it further Resolved that the County Administrator, and Director of Human Resources, have the authority to take any necessary administrative actions to implement the provisions of this resolution.

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

SALARY RESOLUTION, December 10, 2013

SECTION 12 - STAFF DEVELOPMENT12.1 Staff Development Benefit Allowance

Subject to budgeted funds for this program, full-time and part-time (~~.04~~ .40 FTE and greater) employees who are in allocated positions are eligible for Staff Development Benefit Allowance each fiscal year. As specified in the chart below, full-time and part-time employees may receive reimbursement pursuant to the provisions of the Staff Development Benefit Allowance Program Administrative Manual. Carry-over funds shall not be cumulative from year to year.

| Bargaining Unit | | Full-Time | ¾ Time | Part-Time |
|---|--|-----------|-----------|---------------|
| BU: 00 Unrepresented | | 1.00 FTE | > .75 FTE | .40 - .74 FTE |
| | Annual <u>Staff Development (SD) Allowance</u> | \$ 500 | \$ 500 | \$ 250 |
| | Maximum <u>Annual Carryover</u> | \$ 250 | \$ 250 | \$ 100 |
| | Maximum <u>SD Annual Allowance</u> | \$ 750 | \$ 750 | \$ 350 |
| | Wellness/Physical Fitness <u>No carryover</u> | \$ 100 | \$ 100 | \$ 100 |
| BU: 51 Confidential | Annual <u>Staff Development (SD) Allowance</u> | \$ 750 | \$ 500 | \$ 500 |
| | Maximum <u>Annual Carryover</u> | \$ 250 | \$ 150 | \$ 150 |
| | Maximum <u>Annual SD Allowance</u> | \$1,000 | \$ 800 | \$ 800 |
| | Wellness/Physical Fitness <u>No carryover</u> | \$ 250 | \$ 150 | \$ 150 |
| BU: 49 - Board of Sups BU: 50 – Admin Mgmt BU: 52 – Elected DH BU: 56 2 – Dept Heads BU: 60 – SCPDA | Annual <u>Staff Development (SD) Allowance</u> | \$ 950 | \$ 950 | \$ 600 |
| | Maximum <u>SD Annual Carryover</u> | \$ 300 | \$ 300 | \$ 250 |
| | Maximum <u>Annual total SD Allowance*</u> | \$1,250 | \$1,250 | \$1,000 |
| | Wellness/Physical Fitness <u>No carryover</u> | \$ 300 | \$ 300 | \$ 200 |

| | | | | |
|--|---|--|--|--|
| | Combined Use Allowance No carryover | 1/1/14:1.125% 7/1/14:2.25% of base annual salary | 1/1/14:1.125% 7/1/14:2.25% of base annual salary pro- rated based on FTE | 1/1/14:1.125% 7/1/14:2.25% of base annual salary pro- rated based on FTE |
|--|---|--|--|--|

[* Maximum annual allowance does not apply to Combined Use Allowance.](#)

12.2 Staff Development - Computer Hardware, and Mobile Devices

Staff Development Benefit Allowances may be used towards reimbursement for the purchase of computer hardware as defined in the County's Staff Development Benefit Program Allowance Administrative Manual. Monthly service charges for internet and mobile communication connections are not reimbursable under this Program. The use and approval of all computer hardware, and mobile devices is subject to review by the department head (or may be delegated to a senior manager only) and is subject to the specific job requirements for each job classification in that department. All computer hardware, and mobile devices must be directly job related, must be used for County business a minimum of 50% of their use and requires department head (or senior manager designee) authorization in order to qualify for reimbursement. Department head authorization for the use of this benefit towards reimbursements for computer hardware, and mobile devices must be outlined and approved in the employees' annual Professional Development Plan document and will be considered together with other staff development training and educational priorities required by the department head.

12.3 Staff Development -Pro-rated Benefits

In addition to the pro-ration of benefits outlined in the County's Staff Development Benefit Allowance Program Administrative Manual, all reimbursements for computer hardware, and mobile devices made within one year of resignation, termination or retirement from County employment will require the individual to reimburse the County for the costs of the computer hardware, or mobile device or return it to their department in good condition.

12.4 Wellness/Physical Fitness

A specified portion of the annual Staff Development Benefit Allowance may be used towards reimbursement for allowable physical fitness and/or wellness programs, as defined in the County's Staff Development Benefit Allowance Program Administrative Manual. The annual amounts of the allowance which can be used towards reimbursable expenses for this benefit are specified by bargaining unit, above.

12.5 Continuing Education Leave

When a continuing education course is offered during an employee's normal work schedule, the employee may be authorized continuing education leave. Such leave authorization shall be subject to the approval of the employee's appointing authority and

must be directly related to the employee's present position or career advancement within the present department. Continuing education leave shall be considered as time worked.

12.6 In-Service Training

Attendance at in-service training courses may be authorized by the appointing authority.

12.7 Payment for In-Service Training

There are three ways the expenses of the program may be paid:

- A. By the County: Expenditures for travel, meals, lodging, registration and other items included annually within the department budget.
- B. By other public or private agencies: Expenditures paid by grants from the State or Federal governments, from private organization or from professional organizations.
- C. By the individual employee: The employee may pay the in-service training expenses in whole or in part from their Staff Development Benefit Allowance funds ~~Tuition and Textbook funds (Unrepresented employees only), from Confidential and Management Benefit Allowance~~, or from the employee's private resources, if the employee requests and receives approval from the appointing authority for paid release time to attend the authorized training.

12.8 Guidelines

The Director of Human Resources shall develop, modify, implement and administer guidelines for the use of the County's Staff Development Benefit Allowance Program, in compliance with IRS regulations.

12.9. Combined Use Allowance

Effective January 1, 2014, full time and part-time employees (.40 FTE or greater) who are in allocated positions are eligible for a Combined Use Allowance as specified in the table in Section 12.1. For the 2013/2014 fiscal year the amount will be 1.125% of the employee's annual base salary on January 1, 2014. Reimbursement will be available beginning on February 1, 2014 for expenses incurred beginning on July 1, 2013.

Effective July 1, 2014, the Combined Use Allowance will be calculated based on the employee's base annual salary on July 1 of each fiscal year.

These funds may be used for eligible Wellness, Physical Fitness, and/or Staff Development expenses as specified in the County's Staff Development Benefit Allowance Program Administrative Manual.

The Combined Use Allowance will be prorated in accordance with the guidelines in the Staff Development Benefits Allowance Program Administrative Manual.

The Combined Use Allowance will not be eligible for carryover into the next fiscal year.

12.~~9~~10 Non-Grievable

Sections 12.1 through 12.~~8~~9 of this Resolution shall not be grievable or appealable under any County policy, resolution or rule.



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: Board of Supervisors of Sonoma County and Board of Directors of the Sonoma County Water Agency

Board Agenda Date: December 10, 2013

Vote Requirement: Majority

Department or Agency Name(s):

Staff Name and Phone Number:

Carol Allen, 565-2549

Supervisorial District(s):

Title: Memorandum of Understanding between the County of Sonoma and the International Union of Operating Engineers, Stationary Engineers, Local No. 39 (Local 39)

Recommended Actions:

Adopt concurrent resolution approving the Memorandum of Understanding (MOU) between the County of Sonoma and the International Union of Operating Engineers, Stationary Engineers, Local No. 39 (Local 39) for the period of September 18, 2012 through June 30, 2016.

Executive Summary:

Representatives of the County, the Water Agency, and of the Local 39 met and conferred and have reached a tentative agreement (Attachment A) regarding the terms and conditions of employment for a successor MOU, to become effective upon Board approval. The Local 39 membership voted and ratified the tentative agreement. The goals of reducing pension cost and reducing total salary and benefits costs by 3% before assisting families with healthcare costs have been achieved in this agreement. This agreement also includes equity adjustments for classifications in the Water Agency. The term of this MOU is from the expiration of the prior MOU, September 18, 2012 through June 30, 2016, however, the effective date of all changes from the 2010 – 2012 MOU is December 10, 2013 unless otherwise specified in the agreement.

Following is a brief summary of the major changes of the recommended successor MOU:

New Pension Tiers and Increased Employee Pension Contributions

- General members hired on or after January 1, 2013 who do not qualify for reciprocity: 2.0% @ 62 pension formula, Final Compensation based on 3 year average.
- Employee pension contributions: All new employees shall pay 3.03% of the employee's pensionable compensation toward the employer's contribution to retirement costs. These contributions will be used to pay unfunded pension liability.

3% On-Going Total Compensation Reduction/Reduce Pensionable Pay

- Limit payment of 25% of accrued sick leave at separation.

- Floating holiday hours (18 hours): Four hours of floating holiday hours eliminated; fourteen hours of floating holiday converted to vacation accrual.
- Eliminate annual sick leave cash-out.
- Eliminate vacation buy-back provisions.

Health and Welfare Benefits

- Eligible employees will receive a County contribution into a Health Reimbursement Arrangement (HRA) based on County medical plan enrollment.
 - Effective December 10, 2013: Employee (EE) = \$50/month.; EE+1 = \$29.23/month.; EE+2 = \$230/month
 - Effective August 19, 2014: EE = \$50/month.; EE+1 = \$116.25/month; EE+2 = \$340/month
 - Effective June 9, 2015: EE = \$50/month.; EE+1 = \$164/month; EE+2 = \$400/month

Equity Adjustments for Water Agency Classifications

The Board adopted goals in the Pension Reform Report of November, 2011 include maintaining market competitiveness and workforce stability in order to attract and retain the highest quality employees. One of the strategies adopted by the Board was to benchmark the County’s total salary and benefit packages to 95% of the average of the comparable market or better.

For the Water Agency classifications represented by Local 39, the comparable agencies used for the benchmark consist of other water districts including East Bay Municipal Utilities District, Marin Municipal Water District, Vallejo Sanitation and Flood Control District, Alameda Zone 7, Alameda Water District, Napa Sanitation District, Delta Diablo, and Central Contra Costa Sanitation. The equity adjustments included in this tentative agreement are recommended to bring the eight Water Agency classifications which were found to be more than 20% below the market average, up to 95% of the average of the 2012 total compensation survey over the term of the MOU.

During the term of the contract, prior to the effective date of the 3rd year increase, the County will conduct a classification study to determine the internal relationship between the Water Agency Chemist and the Environmental compliance Inspector to determine if the classification’s should be tied for purpose of the salary.

For the classifications of Electrician/Instrument Technician:

- Effective Dec 10, 2013: 7.3%
- Effective July 8, 2014: 6.8%
- Effective July 7, 2015: 6.3%

For the classifications of Water agency Plant Operator, Water Agency Plant Operator in Training, Water Agency Senior Plant Operator, Water Agency Mechanic, Water Agency Lead Mechanic:

- Effective Dec 10, 2013: 8.3%
- Effective July 8, 2014: 7.7%
- Effective July 7, 2015: 7.1%

For the classifications of Environmental Compliance Inspector:

- Effective Dec 10, 2013: 10.3%
- Effective July 8, 2014: 9.3%
- Effective July 7, 2015: 8.5%

For the classifications of Water Agency Chemist:

- Effective Dec 10, 2013: 10.3%

- Effective July 8, 2014: 9.3%
- Effective July 7, 2015: To be determined based on classification study results (2.3% or 8.5%)

Additional Provisions

- Term: September 18, 2012 through June 30, 2016.
- Salaries: Increase salary scales by 1.0% effective June 9, 2015, and increase salary scales by 2.0% effective July 7, 2015.
- Reduce employee contribution toward dental premium to \$12 bi-weekly effective May 27, 2014.
- Elimination of required tool list.

Prior Board Actions:

9/14/2010: Board adopted Local 39 MOU, Resolution # 10-0661

Strategic Plan Alignment Goal 3: Invest in the Future

The successor MOU reflects the joint efforts of the County and Local 39 to minimize future pension costs while maintaining market competitiveness.

Fiscal Summary - FY 13-14

| Expenditures | | Funding Source(s) | |
|---------------------------|-----------|----------------------|-----------|
| Budgeted Amount | \$ | | \$ |
| Add Appropriations Req'd. | \$ | State/Federal | \$ |
| | \$ | Fees/Other | \$ |
| | \$ | Use of Fund Balance | \$ |
| | \$ | Contingencies | \$ |
| | \$ | | \$ |
| Total Expenditure | \$ | Total Sources | \$ |

Narrative Explanation of Fiscal Impacts (If Required):

This agreement produces an average of \$442,000 in on-going savings for each full fiscal year, achieving an average net savings of 3.1% of total compensation costs per year before equity increases are considered. Savings are partially offset by approximately \$247,000 over two years in HRA contributions, resulting in a total net savings average of 2.25% before equity adjustments.

Equity Adjustments will result in approximately \$300,000 in additional cost in fiscal year 13/14, and a total of \$1.4 million in additional cost over the three year term of the agreement. These costs have been accounted for in Water Agency funding plans.

Staff reviewed the financial impact of the salary increases included in the agreement consistent with Government Code Section 23026 and have concluded that the increases will have no impact on the funding status of the County employees' retirement system since the equity increases apply to 54

employees in total and the system already assumes annual increases greater than those included in the agreement (equity increases and COLAs combined) for purposes of setting employer and employee contribution rates. Further the contribution rates established by the retirement board will be applied to all salaries including those increased under the agreement.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

Attachment A - Local 39 MOU

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



County of Sonoma
State of California

Date: December 10, 2013

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, (hereinafter collectively referred to as "County") Approving the Memorandum of Understanding Between the County and the International Union of Operating Engineers, Stationary Engineers, Local No. 39 for the period of September 18, 2012 through June 30, 2016.

Whereas, the International Union of Operating Engineers, Stationary Engineers, Local No. 39 (Local 39) is a recognized employee organization representing bargaining unit 85,

Whereas, the County met and conferred with representatives of the Local 39 to negotiate a successor Memorandum of Understanding (MOU);

Whereas, the County and Local 39 negotiators have reached a tentative agreement on the terms of the new MOU;

Whereas, the Local 39 membership voted and ratified the terms of the tentative agreement to be recommended to the Board of Supervisors for approval;

Whereas, the terms and conditions of the tentative agreement are within the prescribed authority of this Board;

Whereas, the County has satisfied its obligation under Government Code Section 3505 and the County Employee Relations Policy to meet and confer over the terms and conditions of employment contained in the recommended successor MOU;

Now, Therefore, Be It Resolved that this Board hereby approves the Tentative Agreement (Attachment A) setting the terms and conditions of the successor MOU between the County and the Local 39 which is attached and incorporated by reference herein;

Be It Further Resolved that the effective date of all changes from the 2010 – 2012 MOU shall be December 10, 2013 except as specified otherwise in the successor MOU and the terms and conditions of the successor MOU shall be in full force and effect through June 30, 2016;

Resolution #

Date:

Page 2

Finally, Be it Resolved that the County Administrator and the Director of Human Resources have the authority to take any necessary administrative actions to implement the provisions of this resolution.

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

COUNTY OF SONOMA

INTERNATIONAL UNION OF OPERATING ENGINEERS,
STATIONARY ENGINEERS LOCAL 39
(Local 39)

TENTATIVE AGREEMENT

November 14, 2013

The County Of Sonoma ("County") and the International Union of Operating Engineers, Stationary Engineers Local 39 (Local 39) have negotiated and reached a Tentative Agreement on this provision of the Memorandum of Understanding ("MOU"). No tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the entire comprehensive agreement is subject to ratification by the Local 39 bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents.

- Amend Local 39 MOU as attached.
- Term - The term of this MOU shall be September 18, 2012 through June 30, 2016; however, the effective date of all changes from the 2010-2012 MOU shall be the date of the Board of Supervisors adoption, unless otherwise specified

| |
|--|
| Eliminate payment of 25% of accrued sick leave at separation. |
| Eliminate 4 Holiday Eve hours and convert 14 Floating Holiday hours to vacation <i>JDC</i> |
| Estimated pension savings under new PEPRA formula (assumes new ee contributes 3.03% toward the County's Unfunded Liability). |
| Eliminate annual sick leave cash-out. |
| Multi-year MOU: 1% COLA Year 2 effective June 9, 2015 |
| Multi-year MOU: 2% COLA (Effective July 7, 2015) - Not factored into costing. |
| Eliminate vacation buy-back provisions. |
| Eliminate holiday comp time accrual. |
| Reduce employee contribution toward dental premium to \$12 biweekly effective May 27, 2014. |
| Water Agency positions equity adjustments, as attached |
| HRA contributions as below: |

JDC
to vacation
JA
Howard
11/19/13
JA
11/19/2013
JA
11/19/13

| | | | |
|--|-----------------------------|-------------------------------|--------------------|
| | Effective On Board Approval | Effective 8/19/2014 -6/8/2015 | Effective 6/9/2015 |
|--|-----------------------------|-------------------------------|--------------------|

| Coverage Level | Monthly Equivalent | Monthly Equivalent | Monthly Equivalent |
|----------------|--------------------|--------------------|--------------------|
| EE only | \$50.00 | \$50.00 | \$50.00 |
| EE +1 | \$98.23 | \$116.25 | \$164.25 |
| EE + 2 | \$230.00 | \$340.00 | \$400.00 |

Steve Crouch
11/14/13

FOR THE COUNTY:

Janae Novotny

Janae Novotny, Chief Negotiator
Burke, Williams & Sorensen, LLP

Date: 11/19/2013

Carol Allen

Carol Allen
Employee Relations Manager

Date: 11/14/13

David Worthington
Fleet Manager

Date: _____

Brian Anderson

Date: _____

FOR Local 39:

Steve Crouch, Business Representative
Stationary Engineers, Local 39

Date: _____

Brandy Johnson, Business Representative
Stationary Engineers, Local 39

Date: _____

Steve Cryer
Stationary Engineers, Local 39

Date: _____

Sylvan Eidelman
Stationary Engineers, Local 39

Date: _____

James Goodman
Stationary Engineers, Local 39

Date: _____

Chris Junge
Stationary Engineers, Local 39

Date: _____

Louie Lopez
Stationary Engineers, Local 39

Date: _____

Dave Ricetti
Stationary Engineers, Local 39

Date: _____

Jim Walker
Stationary Engineers, Local 39

Date: _____

Konrad Naber
Stationary Engineers, Local 39

Date: _____

Adam Arnold
Stationary Engineers, Local 39

Date: _____

Handwritten notes:
#1214
11/9/13
JOC

Distributed to Local 39 at the bargaining table on November 14, 2013

Revised

**COUNTY OF SONOMA Proposal
Increases to Water Agency Positions to bring up to 95% of Market based on 2012 County Total
Compensation Survey**

| Electrician/Instrument Technician Current Base: \$7,060 | | |
|--|------------|----------|
| Contract Year* | % Increase | New Base |
| 1 | 7.3% | \$7,573 |
| 2 | 6.8% | \$8,086 |
| 3 | 6.3% | \$8,599 |

| Water Agency Plant Operator - Water Agency Plant Operator Training Operator - Water Agency Mechanic - Water Agency Lead Mechanic Current Base: \$6,387 (WAP Plant Operator) | | |
|---|------------|----------|
| Contract Year* | % Increase | New Base |
| 1 | 8.3% | \$6,917 |
| 2 | 7.7% | \$7,448 |
| 3 | 7.1% | \$7,978 |

| Water Agency Chemist Current Base: \$7,091 | | |
|---|--------------------|-----------------|
| Contract Year* | % Increase | New Base |
| 1 | 10.3% | \$7,818 |
| 2 | 9.3% | \$8,545 |
| 3 | TBD (2.3% or 8.5%) | \$8,746/\$9,272 |

| Environmental Compliance Inspector Current Base: \$7,091 | | |
|---|------------|----------|
| Contract Year* | % Increase | New Base |
| 1 | 10.3% | \$7,818 |
| 2 | 9.3% | \$8,545 |
| 3 | 8.5% | \$9,272 |

Handwritten notes:
 [Signature]
 8021/13/14
 11/14/13
 yr 11/19/2014
 yr 11/14/13

*Effective dates: yr 1 = upon Board adoption, yr 2 = pay period beginning July, 8, 2014, yr 3 = pay period beginning July, 7, 2015

**Water Agency Plant Operator is the survey benchmark. All classifications listed are tied to the benchmark and receive the same increases

***In the third year of the contract, prior to the effective date of the 3rd year increase, the County will conduct a classification study to determine the internal relationship between the Water Agency Chemist and the Environmental Compliance Inspector to determine if the classifications should be tied for purposes of salary

Distributed to Local 39 at the bargaining table on November 14, 2013

Revised

administration. The equity adjustment in the third year based on the survey data for Chemist will be 2.3% or 8.5% if tied to Environmental Compliance Inspector.

James Crowe
~~11/13/13~~
11/14/13
11/14/2013
11/14/13

MEMORANDUM OF UNDERSTANDING

BETWEEN THE COUNTY OF SONOMA,

AND THE

INTERNATIONAL UNION OF OPERATING
ENGINEERS,

STATIONARY ENGINEERS, LOCAL NO. 39

TENTATIVE AGREEMENT

November 13, 2013

2010-2012

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**MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF SONOMA,
AND THE
INTERNATIONAL UNION OF OPERATING ENGINEERS,
STATIONARY ENGINEERS, LOCAL NO. 39**

ARTICLE 1: PREAMBLE

This agreement between the duly appointed representatives of Sonoma County, Sonoma County Water Agency, and Sonoma County Fair and Exposition, Inc., hereinafter referred to as "County," and the International Union of Operating Engineers, Stationary Engineers Local 39, hereinafter referred to as the "Union," contains the agreement of each concerning wages, hours and other terms and conditions of employment for the term of this Memorandum of Understanding.

The parties jointly agree to recommend to the County Board of Supervisors and the Board of Directors of the Sonoma County Water Agency the adoption of this Memorandum. This Memorandum shall apply only to those employees in classifications listed within the bargaining unit under "Article 3 - Recognition."

ARTICLE 2: DEFINITIONS

2.1 Definitions – Non-Application

None of the following definitions are intended to apply in the administration of the County Employee's Retirement Law of 1937 or to the County's Civil Service Ordinance or the Rules of the Civil Service Commission.

2.2 Definition Of Terms

ACTTC: Auditor-Controller-Treasurer-Tax Collector

BASE HOURLY RATE: the base hourly rate shall be the hourly rate corresponding to the salary step in the salary scale to which the employee is assigned.

BI-WEEKLY PAY PERIOD: fourteen (14) consecutive calendar days which begins on a Tuesday and ends with the second Monday thereafter.

BREAK IN SERVICE: a break in employment from the County such as a termination or resignation. A break in service does not occur because an employee is on an unpaid status.

CALENDAR YEAR: January 1 through December 31.

COMPENSATORY TIME: time off with pay at the base hourly rate to which an employee is entitled, as provided for in this Memorandum, instead of cash compensation.

COUNTY: the County of Sonoma, the Sonoma County Water Agency, any of its organizational units or boards and commissions, as administratively determined by the County; may include appointing authority, Board of Supervisors, Chief Administrative Officer or a supervisor.

DEPARTMENT HEAD: the General Services Director, Fair Manager, Director of Regional Parks, Public Works Director, and General Manager of the Sonoma County Water Agency, or designee, and any other similar chief operating and administrative officer, or designee, of a County department employing one or more members of the bargaining unit represented by the Union.

DOMESTIC PARTNERSHIP: shall exist between two persons, one of whom is an employee of the County, covered by this Memorandum of Understanding, regardless of their gender and each of them shall be the "domestic partner" of the other if they both complete, sign, and file with the County an "Affidavit of Domestic Partnership" attesting to the following:

- a. the two parties reside together and share the common necessities of life;
- b. the two parties are not married to anyone, eighteen years or older, not related by blood closer than would bar marriage in the State of California, and mentally competent to consent to contract and are not acting under fraud or duress;
- c. the two parties declare that they are each other's sole domestic partner and they are responsible for their common welfare;
- d. the two parties agree to notify the County in writing if there is a change of circumstances attested to the affidavit; and
- e. the two parties affirm, under penalty of perjury, that the assertions in the affidavit are true to the best of their knowledge.

Termination: A member of a domestic partnership may provide notice of the end of said relationship by filing a statement with the County. In the statement, the person filing must affirm, under penalty of perjury, that 1) the partnership is terminated and 2) a copy of the termination statement has been mailed to the other partner.

New Statements of Domestic Partnership: No person who has filed an affidavit of domestic partnership may file another such affidavit until six months after a statement of termination of the previous partnership has been filed with the County. This requirement does not apply if the earlier domestic partnership ended because of the death of either partner.

EMERGENCY OPERATIONS: the performance of County functions or services necessary, in the opinion of the County, to protect or preserve the lives, safety, health, or property of the County.

EMPLOYEE: any person legally employed by the County and a member of the bargaining unit represented by the Union.

EMPLOYEE FULL-TIME: an employee who is employed in an allocated position ~~which that~~ is regularly scheduled for eighty (80) hours of work in each pay period.

EMPLOYEE PART-TIME: an employee who is employed in an allocated position ~~which that~~ is regularly scheduled for less than eighty (80) hours of work per pay period.

FLEX-TIME WORK SCHEDULE: a non-regular work schedule with or without a consistent pattern as to the number of work hours per day or week, but an arrangement whereby the employee is obligated to perform work and be responsible for flexing the hours of his/her own work schedule in accordance with written arrangements agreed to by the employee and the appointing authority.

HOURS WORKED: includes all time spent during which the employee is engaged in duties or activities required by the County and pursued necessarily and primarily for the benefit of the County.

IN-SERVICE HOURS: are all hours in pay-paid status excluding overtime.

PAY PAID STATUS: whenever an employee is at work, absent on a paid holiday, absent on leave with pay, or absent on authorized compensatory time off.

PROBATIONARY EMPLOYEE: an employee who is serving a probationary period as provided in the Civil Service Rules.

PROBATIONARY PERIOD: a period which is used for the adjustment and evaluation of a newly appointed or reassigned employee as provided for in the Civil Service Rules.

PROMOTION: the reassignment of an employee from a position in one class to a position in another class which is allocated to a higher salary or salary rangescale.

REGULAR RATE OF PAY: is as defined in the Fair Labor Standards Act and is used for computing statutory overtime for non-exempt employees. It is calculated by taking the employee's base hourly rate times the number of hours worked in a given work period plus the total of all standby compensation and any special assignment premiums due to the employee in the work period divided by the number of hours worked in the work period.

REGULAR WORK PERIOD: the determination by the County of the fixed regularly recurring period of either seven (7) or fourteen (14) consecutive days.

REGULAR WORK SCHEDULE: the determination by the County of an employee's specific work days, work weeks, work periods, and work shifts, established on a regular, ongoing basis.

REGULAR WORK DAY: a 24-hour period containing a specified number of hours of work (normally no more than 8, 9 or 10 consecutive hours of work) and normally interrupted by a meal break.

SALARY: means only wages and premiums, but does not include benefits such as insurance, vehicle use, paid leaves or other economic benefits.

SALARY ~~RANGE~~SCALE: the salary level for any given classification. The salary ~~range-scale~~ shall consist of nine (9) salary steps, each approximately two percent (2%) apart and identified with the letter "A" through "I." Each salary ~~range-scale~~ shall be identified by a number that shall correspond with the cents per hour of the "A" step of that salary ~~range~~scale. Similarly, each step of the salary ~~range-scale~~ shall be expressed in cents per hour.

SENIORITY: time spent by an employee in continuous employment by the County in ~~pay-paid~~ or unpaid status as long as there is no break in service.

SPLIT WORK DAY: a 24-hour period containing no more than eight (8) or ten (10) non-consecutive hours of work.

STATUTORY OVERTIME: is all overtime required to be paid by the Fair Labor Standards Act. Currently, it is all hours worked in excess of forty (40) hours in a regular seven (7) day work period. For employees on a regular fourteen (14) day work period, it is all hours worked in excess of eight (8) in a regular work day or all hours worked in excess of eighty (80) in a regular fourteen (14) day work period.

WORK SHIFT: the hours which an employee is scheduled to work within a regular or split workday.

2.3 Fair Labor Standards Act Not Incorporated

The provisions of the FLSA are not hereby incorporated into this contract by the mention of the statute.

ARTICLE 3: RECOGNITION

- 3.1 The County recognizes the Union as the exclusive recognized employee organization for the Skilled Trades Non-Supervisory Unit. The bargaining unit consists of full-time and part-time employees in allocated positions in the classifications listed below:

| <u>CLASS NO.</u> | <u>TITLE</u> |
|------------------|-----------------------|
| 5222 | Automotive Mechanic |
| 5223 | Automotive Technician |

| | |
|------|---|
| 5330 | Building Maintenance Worker |
| 5331 | Building Mechanic I |
| 5335 | Building Mechanic II |
| 1703 | Communications Technician I |
| 1705 | Communications Technician II |
| 5112 | Electrician/Instrumentation Technician |
| 5098 | Environmental Compliance Inspector |
| 5225 | Heavy Equipment Mechanic I |
| 5226 | Heavy Equipment Mechanic II |
| 5340 | Landfill Facilities Specialist |
| 5224 | Lead Automotive Technician |
| 1710 | Senior Communications Technician |
| 5228 | Senior Heavy Equipment Mechanic |
| 5142 | Water Agency Chemist |
| 5129 | Water Agency Mechanic |
| 5125 | Water Agency Plant Operator |
| 5123 | Water Agency Plant Operator <u>Apprentice In Training</u> |
| 5126 | Water Agency Senior Plant Operator |
| 5132 | Water Agency Lead Mechanic |
| 5210 | Welder |

- 3.2 The Union and its authorized representatives have the recognized right to represent members of the bargaining unit on all matters within the scope of representation.
- 3.3 Excluded from the bargaining unit are employees represented by another employee organization under the County's Employee Relations Policy, supervisory and confidential employees.

ARTICLE 4: TERM OF MEMORANDUM

- 4.1 The following items shall constitute the complete and full agreement of the parties concerning wages, hours, and other terms and conditions of employment for employees in the bargaining unit. The term of this Memorandum of Understanding shall be September 18, 2012 through June 30, 2016; however, the parties agree that all changes from the 2010-2012 Memorandum of Understanding contained herein will become effective upon adoption by the Board of Supervisors (September 14, 2010 December 10, 2013), unless otherwise specified. This Memorandum will expire and otherwise be fully terminated at 11:59 pm on September 17, 2012 June 30, 2016.
- 4.2 In the event the Union or the County desires to negotiate a successor Memorandum of Understanding, it shall serve on the County other party by April 1, 2012 January 30, 2016 its written request to commence negotiations for any successor Memorandum of Understanding.

ARTICLE 5: UNION RIGHTS AND BENEFITS

5.1 Work Access

Authorized Union representatives will be given access to work locations during working hours to investigate and process grievances or post bulletins on the bulletin board. The Union representatives desiring access to a work location shall state the purpose of the visit and request the department head's, or designee's, authorization for a reasonable amount of time before the intended visit. The Union shall give to each affected department head and the Employee Relations Manager a written list of authorized Union representatives. Only those people whose name appears on the current list shall be granted access under this provision.

5.2 Bulletin Boards

The County will furnish reasonable bulletin board space measuring no less than 36 x 48 inches. Bulletin boards shall be located in mutually acceptable areas and shall, when reasonably possible, be out of plain view of the public. All materials to be posted on said boards shall be in good taste and strictly impersonal in nature and limited to the legitimate business of the Union. Prior to posting, any material shall be plainly and legibly initialed by an authorized representative of the Union.

5.3 Meeting Space

Upon request of the Union, the County may provide meeting space outside working hours, provided such space is available and the Union complies with all departmental rules and policies of the Board of Supervisors. Request for use of facilities shall be made in advance to the department head and will indicate the date, time and general purpose of the meeting and facilities needed.

5.4 Job Stewards

The County recognizes the need and affirms the right of the Union to designate Job Stewards from among employees in the bargaining unit. The Union may designate a reasonable number of Job Stewards to communicate violations of this agreement to the Union staff. For this purpose the County shall grant the Job Steward a reasonable amount of time. While the Union is free to choose its Stewards from employees, it agrees that the number of Steward(s) from any one department, division or work area will not hinder effective working relationships or productivity and delivery of County services. The County will not take reprisal against any Steward for the Steward's protected activities as provided for under this Memorandum. The Union will provide the County's Director of Labor Relations with a current and updated list of Stewards.

5.5 Job Steward Training

Upon request of the Union, the County may allow paid release time for a Job Steward to attend the Union's semi-annual training seminar for Job Stewards of Local 39. Mileage and other expenses for these purposes will not be provided by the

County. The number of Job Stewards released will be reasonable and not hamper operational needs. Any request granted may be later denied in the event of an emergency condition facing the County.

5.6 Dues Check Off

The County agrees to deduct all the Union dues, insurance premiums and assessments from the pay of those employees who have authorized that such deduction be made. The amounts deducted shall be remitted promptly to the Union or its designees, with an alphabetical list of the employees from whom deducted.

5.7 Classification Study Requests

In response to a written request from a department head, the Union, or an employee for a reclassification study, the Human Resources Department shall acknowledge receipt of the request and, if possible, indicate the general priority if known within thirty (30) calendar days of the date the request was received by the Human Resources Department. The Human Resources Director, or designee, will review the status of pending classification study requests with a staff member of the Union upon request.

5.8 Joint Training On Memorandum

The Union and the County agree to jointly present informational training on this Memorandum to affected supervisors and managers. The details of the training shall be mutually agreed upon by the Union and the County. The parties intend to conduct this training session or sessions within ninety (90) days from the date this Memorandum is implemented by resolution by the Board of Supervisors.

ARTICLE 6: MANAGEMENT RIGHTS

6.1 Reservation Of Rights

The County retains all rights, powers, duties, responsibilities and authority of a managerial or administrative character, except as specifically modified by the express provisions of this Memorandum.

6.2 County Rights

The exclusive rights of the County shall include, but not be limited to, the right to determine the organization of County government and the purpose and mission of its constituent agencies; to set standards of service to be offered to the public, and through its management officials to exercise control and discretion over its organization and operations; to establish and effect administrative regulations and employment rules and regulations consistent with law and the specific provisions of this Memorandum; to direct its employees; to take disciplinary action; to relieve and lay off employees from duty because of lack of work or for other legitimate reasons; to determine whether goods

or services shall be made, purchased or contracted for; to determine the methods, means and personnel by which the County's services are to be provided, including the right to schedule and assign work and overtime; and to otherwise act in the interest of efficient service to the County.

The County agrees to meet and confer, upon request of the Union, over the impact to employees of any decision by the County to contract-out significant bargaining unit work to a non-County enterprise or agency. The decision to contract-out such work shall not be subject to meet and confer during the term of this Memorandum.

The County retains its right to assign and place volunteers in accordance with County policy.

ARTICLE 7: SALARIES AND STATUS CHANGES

7.1 Salary

~~There shall be no Cost of Living Adjustment (COLA) during the term of this MOU. Salary ranges shall be as specified in Appendix A for employees in this unit. The parties agree that in preparation for the next subsequent negotiation only, that a labor management committee of no more than two (2) employees from the Water Agency, one (1) employee representative and three (3) representatives from the County will meet no later than September 15, 2010 to review the classifications and benchmark salary survey matches for the Water Agency Plant Operator classification within the following survey universe:~~

~~City of Santa Rosa~~

~~Central Contra Costa Sanitary District~~

~~City of Daly City~~

~~Contra Costa Water District~~

~~Marin Municipal Water District~~

~~Napa Sanitation District~~

7.1.1 Adjustments

a. Cost Of Living Adjustment

Salary scales shall be as specified in Appendix A for each classification in the bargaining unit. Effective with the pay period that begins June 9, 2015, the County shall increase by one percent (1%) the steps of each scale in the Salary Table specified in Appendix A.

Effective with the pay period that begins July 7, 2015, the County shall increase by two percent (2%) the steps of each scale in the Salary Table specified in Appendix A.

b. Equity Adjustments For Water Agency Classifications

1) Equity adjustments for the classifications of Electrician/Instrumentation Technician, Environmental Compliance Inspector, Water Agency Plant Operator Apprentice in Training, Water Agency Chemist, Water Agency Lead Mechanic, Water Agency Mechanic, Water Agency Plant Operator, and Water Agency Senior Plant Operator are provided to bring these classifications up to 95% of the average of the County 2012 total compensation survey.

The 95% is based upon the statement of the County in the Pension Reform Report of November 2011, to benchmark the County's total salary and benefit packages to 95% of the average of the comparable market or better.

Effective the first pay period following ratification of this Memorandum of Understanding by the Board of Supervisors, the County will increase Water Agency classifications step ranges as shown in Appendix A-1.

2) Classification Study. During the term of this Memorandum of Understanding, the County will conduct a classification study in which the current job classification specifications of Water Agency Chemist and Environmental Compliance Inspector will be evaluated and compared to the use of the classifications as required by the County, and to also determine the appropriate salary relationship and ongoing salary administration between these classifications. The County will use its standard methodology in conducting a classification study which will provide bargaining unit members in these classifications an opportunity to provide information relevant to the study. The classification study recommendations will be provided to the Union and to the bargaining unit members in the Water Agency Chemist and Environmental Compliance Inspector classifications, and the County and the Union will meet and confer regarding (1) the study recommendations that are within the scope of bargaining and (2) whether the appropriate equity adjustment for the Water Agency Chemist classification that will be effective on July 7, 2015 is 2.3% or 8.5%.

7.1.2 Hourly Cash Allowance

Effective the pay period beginning April 20, 2010 the County shall pay each permanent full- and part-time employee, in addition to their hourly

regular earning rate from the salary schedule, a cash allowance of \$3.45 per ~~pay status~~paid status hour that the employee is in paid status excluding overtime, up to a maximum of eighty (80) hours in a pay period, (or approximately a maximum of \$600.00 per month).

~~Such~~This hourly cash allowance is compensation for services rendered in that pay-period and shall be taken into account for the purposes of computing employees' final compensation for pension purposes, as well as all usual taxation as their regular earning rate from the salary schedule. It shall not be included on the salary schedule and shall not be impacted by future increases on the salary schedule. It is not intended as a supplement toward medical, dental, or any other insurance or benefit.

7.2 Three Steps

Employees in this unit are paid within a three (3) step system, the Steps being E, G, I of the respective ~~salary ranges~~salary scale. Any salary changes resulting from changes in status must be carried out within the three (3) step system.

7.3 Salary At Appointment

Except as otherwise provided by this Article 7, ~~herein~~, appointment to any position in any class shall be made at the minimum rate, i.e., Step E, and advancement to rates greater than the minimum rate, i.e., Steps G and I, shall be within the limits of the salary ~~step range~~ for the class. In exceptional cases after reasonable effort has been made to obtain employees for a particular class at the minimum rate of Step E, employment of individuals who possess special qualifications higher than the minimum qualifications prescribed for the particular class may be authorized at Step G or I upon recommendation of the ~~appointing authority~~Department with approval of the County.

7.4 Salary Consideration Upon Reappointment Or Return

A full-time or part-time employee who resigns in good standing and is reappointed on a full-time or part-time or extra-help basis in the same or a closely related class in the same or a lower salary ~~scale range~~ within two (2) years of resignation shall not be paid less than two (2) steps below the step paid at the time of resignation. Approval of the County is only required if the person is rehired at a step which exceeds the step paid at the time of resignation. A full-time or part-time employee who resigns in good standing and, within one (1) month of the date of resignation, is appointed to an extra-help job in any class may, with approval of the appointing authority, receive the hourly rate which is closest to but does not exceed the step rate received upon resignation.

7.5 Salary Extra-Help To Extra-Help Or Permanent Appointment

An extra-help employee, who is appointed to an allocated part-time or full-time position or on an extra-help basis in any class and without a break in service, shall be paid at a step in the appropriate salary ~~scale range~~ which is nearest in amount to that of the step received in the classification held immediately prior to ~~such~~this appointment. Employment at a higher salary step not to exceed the maximum of the ~~scale range~~ may

be authorized by the County upon recommendation of the appointing authority and approval of the County. This provision 7.5 does not apply to the appointment of an extra-help employee to another extra-help position(s) held simultaneously with the first position.

7.6 Salary Upon Restoration

Any full-time or part-time employee displaced, laid off, or voluntarily demoted in lieu of layoff and reappointed within two (2) years to the same class from which separated or in a closely related class in the same salary range salary scale or in a lower salary scale range than the class from which separated shall be paid at the salary step rate closest to but not exceeding the step received at the time of displacement, layoff or voluntary demotion or the step of the scale range which is closest to but not exceeding the rate the employee is currently being paid as a County employee, whichever is greater. Such The employee shall be considered for merit increase when the employee's total hours in pay-paid status before and after separation and restoration equal the number of hours required for merit increase during continuous employment.

7.7 Salary Upon Promotion

Except as otherwise provided herein in this Article, any full- or part-time employee who is promoted to a position in a class allocated to a higher salary scale range than the class from which the employee was promoted shall receive the salary step of the appropriate scale range that which would constitute an increase of salary most closely equivalent to five percent (5%) of the employee's salary step before promotion, but not less than Step E of the new class nor greater than Step I of the new class. If a promotion occurs on the same day a merit increase is due and approved, the merit increase shall be computed first and subsequently the increase due to promotion. An employee who is promoted shall be considered for a merit increase when the employee's total hours in pay-paid status, exclusive of overtime subsequent to promotion equals 1,040 hours. The effective date of the merit increase shall be in accordance with Section 7.18.

7.8 Advanced Salary Upon Promotion Salary - Upon Promotion - Advance Salary Step

Upon promotion of a full-time or part-time employee to a new class, the Human Resources Director may recommend to the County Administrator that the person being promoted shall receive a rate of pay representing more than a five percent (5%) increase, but which in no way exceeds Step I of the new scale range.

7.9 Salary Upon Demotion During Probation

Any full- or part-time employee who, during the employee's probationary period, is demoted to a class which the employee formerly occupied in good standing during the same period of continuous employment in paid or unpaid status, shall have the employee's salary step reduced to the salary step the employee would have received if the employee had remained in the lower class throughout the employee's period of service in the higher class. The employee's eligibility for merit advancement shall be

determined as if the employee had remained in the lower class throughout the period of service in the higher class.

7.10 Salary Upon Involuntary Demotion

A full- or part-time employee, to whom the circumstances described in Section 7.9, above, do not apply, who is demoted involuntarily to a position in a class which is allocated to a lower salary ~~scale range~~ than the class from which the employee is demoted shall have the employee's salary step reduced to the salary step in the ~~scale range~~ for the new class next lower than, or not more than, five percent (5%) lower than the salary step received before demotion, except that ~~such the~~ employee shall not be paid more than Step I of the class to which the employee is demoted. The employee's eligibility for merit advancement shall not change as a result of demotion.

7.11 Salary Upon Voluntary Demotion Or Displacement As A Result Of Layoff

A full- or part-time employee, to whom the circumstances described in Section 7.9, above, do not apply, who is demoted voluntarily or who is displaced as a result of layoff to a position of a class which is allocated to a lower ~~salary range~~ salary scale than the class from which the employee is demoted or displaced as a result of layoff, shall receive the highest salary step in the ~~scale range~~ for the new class which doesn't exceed the salary step received before demotion or displacement but not exceeding Step I of the salary step ~~scale range~~ for the new class. The employee's eligibility for merit advancement shall not change as a result of demotion or displacement.

7.12 Building Mechanics – Special Provision

Building Mechanics I or II who were hired after July 1980, do not have the right of demotion to Building Mechanic I class ~~specified under in~~ Sections 7.9, 7.10, or 7.11 above.

7.13 Salary Upon Reappointment From Voluntary Demotion

Any full- or part-time employee who is demoted voluntarily and who is reappointed on a full-time or part-time basis in the same class within two (2) years, shall be reappointed at either the same step the employee received at the time of demotion or the salary step nearest the amount of the employee's present salary step, whichever is greater.

7.14 Salary Upon Transfer

A full-time or part-time employee who transfers from one allocated position to another allocated position in the same job class ~~or in another similar class shall be placed at the same salary for which s/he possesses the minimum qualifications shall be paid at the step that the employee was receiving prior to the transfer.~~ A full-time or part-time employee who transfers from one allocated position in a job class to another allocated position in a closely related job class as defined in the Civil Service Rules for which s/he possesses the minimum qualifications shall be paid at the step in the new scale in the new range nearest in amount to what the employee that received prior to transfer

~~long as the following condition is met: The job class has a salary range within a maximum of plus or minus two and a half percent (+ or - 2.5%) of the employee's current salary range.~~

7.15 Salary Upon Reallocation of Class

An employee in a position of a class which is reallocated from one ~~salary range~~salary scale to another shall continue to receive the same salary step.

7.16 Salary Upon Reclassification of Position

7.16.1 Salary – Upon Reclassification – Same Salary

Whenever a position is reclassified to a class which is allocated to the same ~~salary range~~salary scale, the incumbent shall retain the same salary step received prior to the reclassification if the incumbent is appointed to fill the position in accordance with Civil Service Rules.

7.16.2 Salary – Upon Reclassification – Higher Salary Scale

Except as otherwise provided ~~in this Article herein~~, whenever a position is reclassified to a class ~~that class that~~ which is allocated to a higher ~~salary range~~salary scale, the salary of the incumbent shall be as provided by Section 7.7 upon promotion if the incumbent is appointed to fill the position.

7.16.3 Salary – Upon Reclassification – Lower Salary ~~Step~~Scale

Whenever a position is reclassified to a class which is allocated to a lower ~~salary range~~salary scale, the salary of the incumbent shall be as provided by the section upon voluntary demotion if the incumbent is appointed to fill the position (in accordance with Civil Service Rules). Whenever the effect of reclassification is to reduce the salary of an incumbent, the ~~Board of Supervisors County may, upon recommendation by the Director of Human Resources~~, direct that the incumbent shall continue to receive the previously authorized salary step until termination of employment in the position, or until a percentage increase in pay may be authorized, whichever first occurs. Appropriate records shall show such an incumbent as being paid at a special fixed rate (Y-rate) of the ~~salary range~~salary scale for the employee's class.

7.17 Merit Advancement Within Salary Scales ~~Ranges~~

7.17.1 Merit Increase – Not Automatic

Merit increases within a ~~range~~scale shall not be automatic. They shall be based upon merit and shall be made only upon written approval by the ~~County employee's department head or appointing authority~~. Merit increases shall be made within the appropriate ~~salary range~~salary scale for the class by advancing the employee to the new salary step rate which is most closely equivalent to five percent (5%) higher than the previous base hourly salary.

7.17.2 Merit Increase – Total Hours Salary Upon Advancement Within A Range/Scale

Each employee shall be considered for an initial merit increase when the employee's total hours in ~~pay status~~paid status within the current class exclusive of overtime equals 1,040 hours. Each such employee shall be considered for subsequent merit increases when the employee's total hours in ~~pay status~~paid status at each step to which advanced (not to exceed Step I) equals 2,080 hours, exclusive of overtime.

7.18 Effective Date of Merit Increase

~~All merit increases will be effective on the date that the employee is eligible in accordance with Section 7.17. If the employee's date of eligibility for a merit increase occurs during the first seven (7) calendar days of the pay period, the merit increase shall be effective the first day of the payroll period in which the employee was eligible. If the employee's date of eligibility for a merit increase occurs during the second seven (7) calendar days of the payroll period, the merit increase shall be effective the first day of the following pay period. Effective with the implementation of the Human Resources Management System (HRMS), the effective date of the merit increase shall be the start of the work day during which the employee becomes eligible for the merit increase.~~

7.19 Direct Deposit (NOTE: Section moved from 24.9)

The County will continue to make a deposit of a participating employee's pay checks directly to their bank or credit union accounts. The effective date of deposit will be one day after the regularly scheduled date of payroll issue.

ARTICLE 8: HOURS OF WORK AND OVERTIME

8.1 Purpose Of This Article

~~This Article describes the parties' agreement on matters within the scope of bargaining related to schedules, hours, and overtime. This Article is intended only as a basis for outlining standards for hours of work, work schedules and a basis for calculating overtime payments. Hours specified under types of employment in this section indicate a commitment by the County's commitment to the minimum and maximum hours each employee is to shall be regularly scheduled, as long as there is sufficient work.~~

8.2 Application

Article 8 applies to the following types of employment:

- a) Full-Time: An allocated position which is regularly scheduled to work eighty (80) hours in a bi-weekly pay period of fourteen (14) consecutive calendar days.

b) Part-Time: An allocated position which is regularly scheduled to work less than eighty (80) hours in a bi-weekly pay period of fourteen (14) consecutive calendar days. Part-time employees shall be eligible to receive vacation, sick leave, and holiday benefits on a pro rata basis. Usage and accrual of ~~said these~~ benefits shall be governed by the same rules and regulations applicable to full-time employees.

8.3 Work Schedules

The County reserves the right to establish and modify work schedules. The County may require and authorize an employee to work overtime if overtime work is necessary in the judgment of the County. As described in Section 8.10, no employee shall work overtime without the prior approval of the County.

8.3.1 Flex Time Schedule

In addition, the County reserves the right to utilize a flex-time schedule. ~~Asas~~ As defined in Article 2, an employee and the employee's supervisor must agree to assignment to flex-time. The County reserves the right to utilize a flex time schedule.

A flex-time work schedule is a non-regular work schedule with or without a consistent pattern as to the number of work hours per day or week, but an arrangement under which the employee is obligated to perform work and be responsible for flexing the hours of his/her own work schedule in accordance with a written agreement between the employee and the County.

Employees may request and department heads may utilize a flex-time schedule whenever the schedule will benefit the County and will not incur overtime beyond the County's usual and customary overtime needs under the employee's regular work schedule. An employee and the County must agree to and complete a written agreement specifying the work week, scheduled days of the week, and hours to be regularly worked for the flex-time assignment.

Employees assigned to a flex-time schedule will be eligible for overtime when required by law or when the employee's ~~pay-paid~~ status hours exceed forty (40) in the employee's regular seven (7) day work period. The County reserves the right to discontinue the flex-time schedule and reassign an employee to a normal daily work schedule based on the operational needs of the department.

8.4 Posting Of Work Schedules

For the convenience of employees, work schedules will be posted in advance.

8.5 Notice Required For Change Of Work Schedules

- a) Except in cases where emergency operations require, notice of a change in work schedule arising from other than transfer or promotion shall be given to the affected employee not less than ten (10) calendar days prior to the effective date of the schedule change.
- b) ~~Failure~~ If the County fails to give the ten (10) days notice to a full-time employee, the County shall entitle pay the affected employee ~~to~~ compensation equaling one and one-half (1.5) times the employee's base hourly rate for any hours actually worked outside the employee's prior regular work schedule ~~unless~~ until the County has given the employee ten (10) calendar days notice. However, for each ~~such~~ hour worked that constitutes statutory overtime as defined in Section 8.7, compensation shall be based on the employee's regular rate of pay.
- c) If any full-time employee has been given ten (10) calendar days advance notice of a shift change and the shift change results in the employee doubling-back to work the new shift after leaving the work site, all hours worked on the new shift within the employee's same work day as the former shift will be paid at the employee's base rate, not at overtime, except as otherwise required by law. If the County fails to provide the ten (10) days advance notice in this situation, then the hours worked on the new shift within the same 24-hour work day will be compensated at the overtime rate.
- d) Part-time employees will not be paid overtime for changes in schedule unless it results in an employee working in excess of the normal full-time daily work schedule established by the ~~Appointing Authority~~ County or unless it is required to be paid by law.
- e) In the event that changes in work schedules for groups of employees are proposed, the County agrees to consult with the Union prior to implementing any schedule change.

8.6 Schedule – Employee Preference Request For Work Schedule Change

~~Notwithstanding Section 8.7, if an employee requests in writing a change in schedule for the employee's own convenience and such request is approved, the employee shall waive overtime resulting from the schedule change as long as the total number of hours worked does not exceed forty (40) hours in a work week or would otherwise create overtime required by law. Statutory overtime cannot be waived.~~

An employee may submit to the County a written request for a schedule change. The County shall not approve an employee's request for a schedule change if the requested schedule would result in overtime being built into the schedule.

8.7 Statutory Overtime

Overtime for all employees is divided into statutory overtime and non-statutory overtime. Statutory overtime for non-exempt employees is currently defined as all hours actually worked in excess of forty (40) hours in a regular 7-day work period.

8.8 Non-Statutory Overtime

Non-statutory overtime is defined as:

- a) hours worked in excess of forty (40) hours in ~~pay-paid~~ status in a regular 7-day work period; or hours worked in excess of eighty (80) ~~pay-paid~~ status hours in a pay period;
- b) hours worked in excess of eight (8) hours (for 5/8 schedule) or nine (9) hours (for a 9/8/1 schedule) or ten (10) hours (for a 4/10 schedule) on a regular work day or in excess of the normal full-time work schedule established by the appointing authority County;
- c) on the seventh consecutive full (8 or 9 or 10 hour) day actually worked and any consecutive days actually worked thereafter;
- d) any time worked on a holiday as provided for in this Memorandum in the holiday provision.

8.9 Overtime Required And Authorized

The County may require or authorize an employee to work overtime if such overtime work is necessary in the judgment of the County. No employee shall work overtime unless authorized by the employee's supervisor.

8.10 Overtime Earned

All overtime, except as provided below, shall be earned at the rate of one and one-half (1.5) hours for each one (1) overtime hour worked.

8.11 Overtime Compensation

Overtime earned shall be compensated either in cash at one and one-half (1.5) times the employee's base hourly rate or as compensatory time off (CTO) at the rate of one and one-half (1.5) hours for each hour earned.

In the event that the compensation of hours at overtime under Sections 8.1 through 8.11 results in an employee's total regular hours in the pay period, exclusive of overtime, being fewer than the employee's regularly scheduled hours, such overtime hours shall be compensated by separating overtime hours worked into regular time (paid at the base hourly rate) and half-time pay (paid at half the base hourly rate) up to a minimum of the employee's allocated biweekly schedule and a maximum of eighty (80) hours biweekly.

8.12 Compensatory Time Off (CTO) Accrual

~~The~~An employee assigned to overtime and eligible for compensatory time off (CTO) shall make an irrevocable choice each time ~~such~~ overtime is earned whether to be compensated in cash at the employee's base hourly rate or in compensatory time off until the employee has accrued credit for a maximum of forty (40) hours of compensatory time. The County has the right to specify how an employee will be compensated for additional overtime when an employee has an accumulation of forty (40) hours of compensatory time up to a maximum of eighty (80) hours of compensatory time. This decision is final and not subject to grievance or appeal. After eighty (80) hours of compensatory time has been accumulated, the department must compensate the employee in cash for any additional overtime worked.

a) CTO Accrual – Sonoma County Fair And Exposition Employees

During the Sonoma County Fair season, Fairgrounds' employees will be allowed to accrue overtime worked up to a maximum of 240 hours as compensatory time off. 240 hours is the maximum allowed by the Federal Fair Labor Standards Act. The increased maximum accrual amount will begin a full pay period prior to the opening of the Sonoma County Fair and end a full pay period after the close of the Fair. Fairgrounds' employees may use the compensatory time earned as time off during the fall/winter months through the last full pay period in the fiscal year the compensation was accrued. Normal compensatory time accumulation maximums (80 hours per Section 8.12) will be reinstated July 1st of the next fiscal year and any excess compensatory time will be paid off on the first pay period.

8.13 Approval Of Compensatory Time Off

No employee shall take compensatory time off without prior approval of the ~~County employee's appointing authority.~~ The appointing authority~~County~~ shall attempt to schedule such time off at the time agreeable to the employee.

8.14 Compensatory Time Off – Payment Of Overtime Credit At Separation

Each employee who is separated from County service shall be paid ~~entitled to payment~~ for accrued compensatory time off at the employee's base hourly rate at the time of separation.

8.15 Overtime Provisions Not Cumulative

Overtime eligibility provisions are not cumulative. An employee shall not be entitled to multiple overtime compensation even though more than one of the conditions set forth ~~herein~~ in this Article may apply with respect to a particular unit of time.

8.16 Rest Periods

Each department head shall grant rest periods to employees except where unusual operational demands prevent a rest break. Rest breaks will not be unreasonably or

consistently denied. A rest period shall not exceed fifteen (15) minutes in any four (4) consecutive hours of work and shall be considered as time worked.

8.17 Meal Periods

Employees shall be granted a duty-free meal period during each work shift. The duration of the meal period may be not less than thirty (30) minutes nor greater than sixty (60) minutes. Different meal periods may be assigned to different work units in the same County department or division. Duty-free meal periods shall not be considered as time worked.

In those special circumstances where the County determines a duty-free meal period is not appropriate with the delivery of efficient and productive services to the public, as determined by the ~~appointing authority, County~~, the employee shall be assigned to a non duty-free meal period which shall be considered time worked. If the County plans to assign an employee to a non duty-free meal period, the department shall give the affected employees advanced written notice and provide an opportunity for the affected employees to discuss the issue if requested with the ~~appointing authority, County~~ before final action is taken. If the County plans to create a duty-free meal period where ~~such one~~ does not exist, the department will give the affected employees advanced written notice and provide an opportunity for the affected employees to discuss the issue if requested with the ~~appointing authority, County~~ before final action is taken. Employees or the Union shall have the right to request a change in the status of their meal period (from a duty-free status to a non duty-free or the opposite) at any time during this Memorandum. Upon such request, the ~~appointing authority, or County~~ designee, shall meet and discuss the request with the employees and consider fully the possibility of granting the request.

If an employee is required to work over four (4) consecutive hours of overtime, an employee will be entitled to one (1), one-half (1/2) hour paid meal period to be taken after the fourth (4th) consecutive hour or, if infeasible, at the conclusion of the job.

8.18 Non-Applicability Of FLSA

In the event FLSA is rendered inapplicable to the County, either by legislative or judicial action, then the County shall, from the effective date of such action, consider all overtime as non-statutory and assign all employees to a 14-day regular work period.

ARTICLE 9: PREMIUM PAY & OTHER COMPENSATION

9.1 Call Back

Whenever an employee is ordered by the department head, or designee, to return to duty following the termination of the employee's normal work shift and departure from the work site, the employee shall receive a minimum payment of three (3) hours at the overtime rate or overtime compensation for the actual time worked,

whichever is greater. Time worked for which the employee is entitled to compensation shall include reasonable travel time to and from the employee's residence. For purposes of computing statutory overtime, only time actually worked and travel time shall be considered. The remaining time shall be considered non-statutory overtime.

9.2 Phone And VPN Work

With the ~~appointing authority's~~ County's approval, an employee may be called upon to resolve work related problems by telephone or by the use of a virtual private network (VPN) without returning to the work site. ~~Such~~ The time spent actually on the phone or working via VPN shall be treated as time worked. Compensation for ~~such~~ this work shall be a minimum of one (1) hour of overtime compensation for any and all telephone calls received or made or VPN work performed within that one (1) hour period. In the event a later telephone call is received after the prior one hour of telephone work time, and the call required the employee to again resolve work-related problems by telephone or VPN work, the employee shall be paid for an additional one hour of overtime compensation for all telephone calls received within that next hour. Phone and VPN work performed during a regularly scheduled telecommuting assignment is not eligible for payment under this Article.

9.3 Standby

An employee who is released from duty and ~~is~~ assigned by the County to be on standby, shall be eligible for standby premium pay. Standby duty assignment requires that an employee designated by the ~~appointing authority to be so assigned~~ County, be ready to respond immediately, be reachable by telephone, be able to report to work within a specified period of time, and refrain from activities which might impair the employee's ability to perform assigned duties. Employees assigned to standby shall be compensated at the rate of \$4.50 per hour for every hour ~~so assigned to standby~~ with a minimum eight (8) hour standby assignment. Standby time is not to be construed as work time. In no case shall an employee continue to receive standby pay once called back to work.

9.4 Shift Differential

All employees who are assigned to and actually work an evening or night work shift as defined below shall be paid as follows:

- 1) An additional five percent (5%) above the employee's base hourly rate for each hour actually worked on an evening shift.
- 2) An additional ten percent (10%) above the employee's base hourly rate for each hour actually worked on a night shift.

For purposes of this premium, an evening shift is defined as beginning at or after 2:00 p.m. and prior to 10:00 p.m., and a night shift is defined as beginning at or after 10:00 p.m. and prior to 5:00 a.m. An employee assigned to and who actually works a

split shift shall receive shift differential based on the time of the beginning of each half shift in accordance with times specified above.

An employee assigned to and who actually works a relief shift assignment shall receive shift differential of seven and one half percent (7 1/2%) above the employee's base hourly rate for each hour actually worked on the relief shift assignment. When an employee works a relief shift assignment more than thirty (30) consecutive work days, the 7 1/2% pay shall be increased to ten percent (10%) for all subsequent work days on the continuing relief shift assignment. The 7 1/2% and 10% relief shift differentials shall be in lieu of any evening or night shift differentials the employee would otherwise be eligible to receive. A "relief shift assignment" is a regular shift assignment requiring the employee to work any combination of day, evening and night shifts for at least a full work week.

9.5 Premium Pay for Leading Non-County Workers

An employee who is assigned to lead a work crew of three (3) or more non-County workers including but not limited to the General Assistance, Adult Offender, Honor Farm, or Community Service programs, shall be entitled to receive a premium of five percent (5%) of the base hourly rate for all hours assigned to this task.

9.6 Water Agency Plant Operators

An employee in the class of Water Agency Plant Operator who installs, tests, repairs or performs major mechanical work on wastewater treatment plant equipment and machinery shall receive a premium of fifty cents (\$0.50) per hour for the time spent assigned to and actually performing mechanical tasks. ~~Such~~ These mechanical tasks shall include dismantling (not disconnecting) pumps, blowers, motors, etc.; troubleshooting panels and diagnosing problems; replacing broken or worn parts or packing; or other tasks where a mechanic would routinely do the job.

9.7 Water Agency Certification Incentive Pay

- a. Any Water Agency Senior Plant Operator who receives a California Wastewater Plant Operator Grade IV certificate while employed by the Water Agency will receive a one-time \$1,000 bonus.
- b. Any Water Agency Mechanic or Lead Mechanic who receives a California Water Environment Association Plant Maintenance Mechanical Technologist Grade II certificate while employed by the Water Agency will receive a one-time \$1,000 bonus.
- c. Any Water Agency Chemist who receives a California Water Environment Association or AWWA Laboratory Analyst Grade III certificate while employed by the Water Agency will receive a one-time \$1,000 bonus.
- d. Any Water Agency Environmental Compliance Inspector who receives a California Water Environment Association Environmental Compliance Inspector

Grade III certificate while employed by the Water Agency will receive a one-time \$1,000 bonus.

- e. Any Electrician/Instrumentation Technician who receives a California Water Environment Association Plant Maintenance Electrical/Instrumentation Technician Grade II certificate while employed by the Water Agency will receive a one-time \$1,000 bonus.
- f. Any Water Agency Auto Mechanic who receives both an ASE Vehicle Technician - Brakes, and ASE Vehicle Technician - Engine while employed by the Water Agency will receive a one-time \$1,000 bonus for earning both certificates.
- g. Any Water Agency Heavy Equipment Mechanic who receives both an ASE Medium/Heavy Truck Technician and ASE Diesel Engine Certificates while employed by the Water Agency will receive a one-time \$1,000 bonus for earning both certificates.
- h. Any Water Agency Plant Operator, Senior Plant Operator, Water Agency Mechanic, Electrician/Instrumentation Technician, Water Agency Chemist or Environmental Compliance Inspector who, while in the employment of the Agency, earns any one certificate in the Distribution Certificate series (D1, D2, or D3) will receive a one-time bonus of \$500. This bonus will be paid only once, for any level of certificate in the series. Any subsequent certificates received in the series will not receive a bonus payment.

~~9.8 Tree Trimming/Pruning Premium - Fairgrounds~~

~~Each Fairgrounds Building Maintenance Worker or Building Mechanic I/II assigned to climb into trees and trim or prune limbs which are more than ten (10) feet from the ground, shall be paid the additional hourly rate of \$1.60, for a minimum of two (2) hours and for each additional hour or portion thereof the employee climbs into trees and trims or prunes limbs that are more than ten (10) feet from above the ground.~~

~~9.9 Fairground Special Equipment Operation~~

~~Each Fairgrounds Building Maintenance Worker or Building Mechanic I/II, who is assigned to and who operates a three wheeled straw loader, shall be paid an additional hourly premium of \$1.10, per hour for each hour or portion thereof the employee operates this piece of equipment.~~

9.8 Heavy Trucks Operation - Definition

A heavy truck shall be defined for the purposes of this Article as any vehicle requiring a Class B driver's license or higher.

- ~~a. a three axle truck, or a truck and trailer or semi trailer combination, having a combined gross vehicle weight of 40,000 pounds or greater; or~~

~~b. any vehicle including a four yard or larger dump truck pulling any trailer whose gross laden weight is 10,000 pounds, or greater, or~~

~~c. a two axle water truck with a gross vehicle weight in excess of 30,000 pounds and requiring a tanker endorsement.~~

9.9 Heavy Trucks Operation – Daily or Intermittent Assignment

A Fairgrounds Building Mechanic I/II, Building Maintenance Worker, Water Agency Mechanic, Water Agency Lead Mechanic or Transportation and Public Works Building Mechanic I/II who is assigned to drive a heavy truck and do service maintenance as required on a day-to-day or intermittent basis shall be paid an additional hourly rate of \$2.45 for every hour worked up to four and one-half (4.5) hours per day if working eight-hour days, for every hour worked up to five (5) hours per day if working nine-hour days and for every hour worked up to five and one-half (5.5) hours per day if working ten-hour days.

9.10 Communications Tower Maintenance

Each employee in the classification of Communications Technician I, Communications Technician II or Senior Communications Technician when assigned to perform work ten (10) feet or more above the ground on the communications towers only, shall be paid an additional hourly rate of \$1.50 per hour for a minimum of two (2) hours and for each additional hour or portion thereof the employee is so assigned.

9.11 Temporary Promotion Premium Assignment to a Higher Class

~~An employee assigned by the appointing authority County to perform the majority of duties of a higher classification to fill a vacancy caused by resignation, termination, promotion or an approved extended leave of absence, must complete the required personnel forms and must who meets the minimum qualifications of the higher classification, and who serves continuously in such assignment for more than ninety six (96) actual work hours, An employee assigned temporarily to a higher class shall be paid retroactive to the first hour worked and thereafter according to the salary of the range scale for the new class at a step most closely equivalent to five percent (5%) greater than the employee's salary before promotion, but not less than minimum salary of the new class, nor greater than the maximum salary of the new class. The employee shall receive this salary as long as the employee continues to serve in such the assignment and shall be entitled to receive increases for the higher class as described in section 9.12 below. position in accordance with the merit increase section of this Memorandum as though the employee had been appointed on the day that the employee began to receive the salary designated for the position.~~

~~An employee subsequently reassigned within twenty four (24) months of the beginning date of the initial assignment to fill a vacancy in the higher position must serve in such capacity for more than three consecutive days of work prior to receiving the salary as described above in this Article. An employee who is subsequently reassigned within twelve (12) months of the ending date of the most~~

~~recent temporary promotion, shall be considered for a merit increase in the higher class when the employee's total cumulative hours in the higher class are in accordance with Section 7.18.~~

9.12 Temporary Assignment – Merit Increase Eligibility

Temporary assignments shall be administered in the following manner:

- a) If an employee assigned to a higher class has not yet reached the "I" step in the lower class, in-service hours while temporarily assigned to a higher class shall count as time served in the lower class for purposes of merit increase(s). If an employee reaches the "I" step of the lower class while temporarily assigned to a higher class, all subsequent in-service hours worked while assigned to the higher class will begin counting toward a merit increase in the higher class.
- b) If an employee is at the "I" step of the lower class when assigned to the higher class, in-service hours while temporarily assigned to a higher class shall count as time served in the higher class for purposes of merit increase(s) beginning with the first hour assigned in the higher class.
- c) An employee who is subsequently reassigned by the County within 12 months of the ending date of the most recent temporary assignment to a higher class shall be considered for a merit increase in the higher class when the employee's total cumulative hours in the higher class are in accordance with Subsection 7.17.2 - Total Hours required for a merit increase.

However, if the employee received credit toward a merit increase in the lower class for hours worked in a temporary assignment as provided in Section 9.11, these hours shall not also count toward a merit increase in the higher class.

ARTICLE 10: HOLIDAYS

10.1 Holidays – Paid

~~The County shall provide full-time and part-time County employees the following paid holidays provided that the employee is in paid status on the employee's regularly scheduled workdays before and after the holiday. Paid holidays shall be authorized for full time and part time employees. To be entitled to pay for such paid holidays, an employee must be in pay status on the employee's last regularly scheduled workday before and the employee's first regularly scheduled workday after the holiday. All holidays, including floating holidays, shall~~ holidays shall be reduced proportionately by any unpaid time in the pay period in which it is earned. Scheduled holidays are as follows:

- a) New Year's Day, January 1st*
- b) Martin Luther King, Jr.'s Birthday, the third Monday in January (3rd Monday in January)

- c) Lincoln's Birthday, February 12th*
- d) ~~Washington's Birthday~~ President's Day, 3Monday the third Monday in February
- e) Memorial Day, the last Monday in May
- f) Independence Day, July 4th*
- g) Labor Day, the first Monday in September
- h) Veteran's Day, November 11th*
- i) Thanksgiving Day, the 4th Thursday in November as designated by the President
- j) The day following Thanksgiving Day
- k) Christmas Day, December 25th*
- l) Each day appointed by the Governor of the State of California and formally recognized by the Board of Supervisors of Sonoma County as a day of mourning, thanksgiving, or special observance.
- m) ~~Christmas Eve/New Year's Eve: With the approval of the department head, a full-time employee may choose to be off duty with pay the last four hours of the employee's work shift on one of the following days: Christmas Eve (December 24) or New Year's Eve (December 31). If the department head determines the employee is not permitted to be off, the employee shall be credited with four hours of compensatory time. Part-time employees shall be entitled to prorata benefit as defined by Section 19.11.~~

*Date Specific Holidays

10.2 Floating Holiday

~~Effective September 30, 2003, each full-time employee who is in pay status on the last working day of September 2003, and the first working day of October 2003 shall be granted an additional six (6) hours of floating holiday compensation. Each part-time employee shall be entitled to a prorated number of hours as defined by Section 19.11. Employees are eligible to take the holiday pay after it has been credited to their compensation time balance on October 22, 2003.~~

~~Effective June 30, 2004 and every June thereafter for the term of this MOU, in lieu of an additional holiday, each full-time employee who is in pay status on the last working day of June and the first working day of July, shall be granted fourteen (14) hours of compensatory time which may be taken as time off on a day mutually agreeable to the employee and the employee's appointing authority, or may be accumulated as provided in this Memorandum. Each part-time employee shall be entitled to a prorated number of hours as defined by Section 19.11.~~

10.2 Elimination Of Floating Holidays And Holiday Eve Hours

The entitlement to and accrual of floating holiday and holiday eve hours is eliminated effective June 30, 2013. Hours accrued prior to the elimination of floating holiday hours and holiday eve hours will remain in the Compensatory Bank, and may be taken as time off on a day mutually agreeable to the employee and the Department Head and may not be cashed out. Only an employee who is separated from County service shall be entitled to payment for any remaining hours with the Compensatory Bank at the employee's base hourly rate at the time of the employee's separation.

10.3 Day-Holidays – Observed

If a ~~scheduled-date-specific~~ holiday listed in section 10.1 falls on a Saturday, the preceding Friday shall be the County observed holiday. If a ~~scheduled-date-specific~~ holiday falls on a Sunday, the following Monday shall be the County observed holiday. All ~~scheduled-date-specific~~ holidays listed in section 10.1 shall be observed on the date specified in Section ~~10.7~~ 10.1.

10.4 Holidays – Compensation Full-Time Employees

A full-time employee whose assigned work schedule does not include ~~neither the scheduled-date-specific holiday nor the observed holiday~~, shall ~~elect to receive eight (8) hours of paid holiday or eight (8) hours of compensatory time~~ observe the holiday (and not work) on one of the employee's regularly scheduled work days during the same pay period as the County observed holiday or during the pay period immediately preceding or following the same pay period as the County observed holiday. All other full-time employees whose regular assigned work schedule includes either the ~~scheduled-date-specific~~ holiday or the observed holiday shall receive their regular eight (8) hours pay at their base hourly rate of pay. The County shall pay an employee who actually works on either the scheduled-date-specific holiday or the County observed holiday listed in Section 10.1 at the overtime rate, shall be entitled to overtime compensation for the hours actually worked. The County shall compensate an employee who works on both the scheduled-date-specific holiday and the County observed holiday listed in Section 10.1 at the overtime rate for one holiday and at straight time based on the employee's base hourly rate of pay for the other holiday. Unless required by law, only one day shall be paid at the overtime rate of pay, shall elect which day shall be compensated at overtime. However, only one day shall be at overtime.

10.5 Holidays – Compensation – Employees on Leave Without Pay

An employee on leave without pay who has paid leave remaining (including vacation, sick leave, or compensatory time), shall not be permitted to use that paid leave to demonstrate that the employee was in paid status on the employee's regularly scheduled workdays before and after the holiday as required by Section 10.1.

10.6 Holidays – Compensation Part-Time Employee

~~Any~~ For each holiday listed in section 10.1, each part-time employee shall, ~~for each holiday in the pay period,~~ receive holiday pay equivalent to 1/10th of an hour for each hour regularly scheduled to be worked based on the employee's ongoing work schedule. If the employee's total hours in ~~pay-paid~~ status (excluding the holiday benefit) exceed the hours regularly scheduled to be worked, the employee shall receive holiday pay equivalent to 1/10 of an hour for each hour in ~~pay-paid~~ status (excluding the holiday benefit). This holiday pay shall not exceed eight hours for each holiday nor, for a part-time employee, be less than 3.2 hours for each holiday in the pay period.

Previous Articles 11, 12, and 13 Combined In Article 9

ARTICLE 11: PHONE WORK COMPENSATION

~~With the appointing authority's approval, an employee may be called upon to resolve work related problems by telephone without returning to the work site. Such time spent actually on the phone shall be treated as time worked. Compensation for such work shall be a minimum of one (1) hour of overtime compensation for any and all telephone calls received or made within that one hour period. In the event a later telephone call is received after the prior one hour of telephone work time, and the call required the employee to again resolve work related problems by telephone, the employee shall be paid for an additional one hour of overtime compensation for all telephone calls received within that next hour. Phone work performed during a regularly scheduled telecommuting assignment is not eligible for payment under this Article.~~

ARTICLE 12: PREMIUM PAYS

12.1 Standby

~~An employee who is released from duty and is assigned by the County to be on standby, shall be eligible for standby premium pay. Standby duty requires that an employee designated by the appointing authority to be so assigned, be ready to respond immediately, be reachable by telephone, be able to report to work within a specified period of time, and refrain from activities which might impair the employees ability to perform assigned duties. Employees assigned to standby shall be compensated at the rate of \$4.50 per hour for every hour so assigned with a minimum eight (8) hour standby assignment. Standby time is not to be construed as work time. In no case shall an employee continue to receive standby pay once called back to work.~~

12.2 Shift Differential

~~All employees who are assigned to and actually work an evening or night work shift as defined below shall be paid as follows:~~

~~An additional five percent (5%) above the employee's base hourly rate for each hour actually worked on an evening shift.~~

~~An additional ten percent (10%) above the employee's base hourly rate for each hour actually worked on a night shift.~~

~~For purposes of this premium, an evening shift is defined as beginning at or after 2:00 p.m. and prior to 10:00 p.m., and a night shift is defined as beginning at or after 10:00 p.m. and prior to 5:00 a.m. An employee assigned to and who actually works a split shift shall receive shift differential based on the time of the beginning of each half shift in accordance with times specified above.~~

~~An employee assigned to and who actually works a relief shift assignment shall receive shift differential of seven and one half percent (7 1/2%) above the employee's base hourly rate for each hour actually worked on the relief shift assignment. When an employee works a relief shift assignment more than thirty (30) consecutive work days, the 7 1/2% pay shall be increased to ten percent (10%) for all subsequent work days on the continuing relief shift assignment. The 7 1/2% and 10% relief shift differentials shall be in lieu of any evening or night shift differentials the employee would otherwise be eligible to receive. A "relief shift assignment" is a regular shift assignment requiring the employee to work any combination of day, evening and night shifts for at least a full work week.~~

~~12.3 Premium Pay for Leading Non County Workers~~

~~An employee who is assigned to lead a work crew of three (3) or more non County workers including but not limited to the General Assistance, Adult Offender, Honor Farm, or Community Service programs, shall be entitled to receive a premium of five percent (5%) of the base hourly rate for all hours assigned to this task.~~

~~12.4 Water Agency Plant Operators~~

~~An employee in the class of Water Agency Plant Operator who installs, tests, repairs or performs major mechanical work on wastewater treatment plant equipment and machinery shall receive a premium of fifty cents (\$0.50) per hour for the time spent assigned to and actually performing mechanical tasks. Such tasks shall include dismantling (not disconnecting) pumps, blowers, motors, etc.; troubleshooting panels and diagnosing problems; replacing broken or worn parts or packing; or other tasks where a mechanic would routinely do the job.~~

~~12.5 Water Agency Certification Incentive Pay~~

- ~~a. Any Water Agency Senior Plant Operator who receives a California Wastewater Plant Operator Grade IV certificate while employed by the Water Agency will receive a one time \$1,000 bonus.~~
- ~~b. Any Water Agency Mechanic or Lead Mechanic who receives a California Water Environment Association Plant Maintenance Mechanical Technologist Grade II certificate while employed by the Water Agency will receive a one time \$1,000 bonus.~~
- ~~c. Any Water Agency Chemist who receives a California Water Environment Association or AWWA Laboratory Analyst Grade III certificate while employed by the Water Agency will receive a one time \$1,000 bonus.~~
- ~~d. Any Water Agency Environmental Compliance Inspector who receives a California Water Environment Association Environmental Compliance Inspector Grade III certificate while employed by the Water Agency will receive a one time \$1,000 bonus.~~

~~e. Any Electrician/Instrumentation Technician who receives a California Water Environment Association Plant Maintenance Electrical/Instrumentation Technician Grade II certificate while employed by the Water Agency will receive a one-time \$1,000 bonus.~~

~~f. Any Water Agency Auto Mechanic who receives both an ASE Vehicle Technician - Brakes, and ASE Vehicle Technician - Engine while employed by the Water Agency will receive a one-time \$1,000 bonus for earning both certificates.~~

~~g. Any Water Agency Heavy Equipment Mechanic who receives both an ASE Medium/Heavy Truck Technician and ASE Diesel Engine Certificates while employed by the Water Agency will receive a one-time \$1,000 bonus for earning both certificates.~~

~~h. Any Water Agency Plant Operator, Senior Plant Operator, Water Agency Mechanic, Electrician/Instrumentation Technician, Water Agency Chemist or Environmental Compliance Inspector who, while in the employment of the Agency, earns any one certificate in the Distribution Certificate series (D1, D2, or D3) will receive a one-time bonus of \$500. This bonus will be paid only once, for any level of certificate in the series. Any subsequent certificates received in the series will not receive a bonus payment.~~

12.6 ~~Tree Trimming/Pruning Premium - Fairgrounds~~

~~Each Fairgrounds Building Maintenance Worker or Building Mechanic III assigned to climb into trees and trim or prune limbs which are more than ten (10) feet from the ground, shall be paid the additional hourly rate of \$1.60, for a minimum of two (2) hours and for each additional hour or portion thereof.~~

12.7 ~~Fairground Special Equipment Operation~~

~~Each Fairgrounds Building Maintenance Worker or Building Mechanic III, who is assigned to and who operates a three-wheeled straw loader, shall be paid an additional hourly premium of \$1.10, per hour for each hour or portion thereof the employee operates this piece of equipment.~~

12.8 ~~Heavy Trucks Operation - Definition~~

~~A heavy truck shall be defined for the purposes of this Article as:~~

~~a. a three-axle truck, or a truck and trailer or semi-trailer combination, having a combined gross vehicle weight of 40,000 pounds or greater; or~~

~~b. any vehicle including a four-yard or larger dump truck pulling any trailer whose gross laden weight is 10,000 pounds, or greater, or~~

~~c. a two-axle water truck with a gross vehicle weight in excess of 30,000 pounds and requiring a tanker endorsement.~~

~~12.9 Heavy Trucks Operation Daily or Intermittent Assignment~~

~~A Fairgrounds Building Meehanic I/II, Building Maintenance Worker, Water Agency Meehanic, Water Agency Lead Meehanic or Transportation and Public Works Building Meehanic I/II who is assigned to drive a heavy truck and do service maintenance as required on a day-to-day or intermittent basis shall be paid an additional hourly rate of \$2.45 for every hour worked up to four and one half (4.5) hours per day if working eight-hour days, for every hour worked up to five (5) hours per day if working nine-hour days and for every hour worked up to five and one half (5.5) hours per day if working ten-hour days.~~

~~12.10 Communications Tower Maintenance~~

~~Each employee in the classification of Communications Technician I, Communications Technician II or Senior Communications Technician when assigned to perform work ten (10) feet or more above the ground on the communications towers only, shall be paid an additional hourly rate of \$1.50 per hour for a minimum of two (2) hours and for each additional hour or portion thereof the employee is so assigned.~~

ARTICLE 13: TEMPORARY PROMOTION PREMIUM

~~An employee assigned by the appointing authority to perform the majority of duties of a higher classification to fill a vacancy caused by resignation, termination, promotion or an approved leave of absence, who meets the minimum qualifications of the higher classification, and who serves continuously in such assignment for more than ninety-six (96) actual work hours, shall be paid retroactive to the first hour worked and thereafter according to the salary of the range for the new class at a step most closely equivalent to five percent (5%) greater than the employee's salary before promotion, but not less than minimum salary of the new class, nor greater than the maximum salary of the new class. The employee shall receive this salary as long as the employee continues to serve in such assignment and shall be entitled to receive increases for the position in accordance with the merit increase section of this Memorandum as though the employee had been appointed on the day that the employee began to receive the salary designated for the position. All other benefits to which an employee is entitled under the terms of this MOU shall continue and no additional benefits will be provided to employee's temporarily assigned to a higher class.~~

~~An employee subsequently reassigned within twenty-four (24) months of the beginning date of the initial assignment to fill a vacancy in the higher position must serve in such capacity for more than three consecutive days of work prior to receiving the salary as described above in this Article. An employee who is subsequently reassigned within twelve (12) months of the ending date of the most recent temporary promotion, shall be considered for a merit increase in the higher class when the employee's total cumulative hours in the higher class are in accordance with Section 7.18.~~

ARTICLE 11: TOOLS AND EQUIPMENT

11.1 County Provided Tools And Equipment

Except as provided in Section 11.2, below, the County agrees to provide all tools, equipment and supplies reasonably necessary to bargaining unit employees for performance of employment duties.

11.2 Employee-Provided Tools

~~The County may require an employee to provide a set of personal tools to be used in the line of duty and which appear on an itemized inventory of tools designated in writing by the appointing authority as being required to be used in work. If the County changes the tool requirements, the Union may request, within twenty one (21) calendar days of the posting of the list that the County meet and confer on the changes. Such meet and confer shall not exceed ninety (90) calendar days from the date of a request to meet and confer and shall include mediation, if any.~~

~~13.3 Employees Required To Provide Designated Tools~~

~~Employees assigned to Fleet Operations or Water Agency as an Automotive Mechanic, Automotive Technician, Heavy Equipment Mechanic, Lead Automotive Technician, Senior Heavy Equipment Mechanic, or Welder are required to provide the tools necessary to perform all assigned work within their particular job classification. The job description for each of these classifications will be revised, as needed, to clarify that employees are required to provide the tools necessary to perform all assigned work within the job classification.~~

11.3 Tool Replacement And Care

The County agrees to reimburse employees at replacement value for tools broken during normal usage or for tools stolen from the work site, subject to the following guidelines:

- a) No reimbursement is authorized for loss primarily attributable to the claimant's own negligence or carelessness.
- b) ~~All affected employees required to use personal tools in their employment with the County shall inventory these tools and provide information as to~~ If an employee in a job classification listed in Section 11.2 wants his personally-owned tools to be insured by the County against loss or damage at work, the employee shall provide the County with an inventory of the employee's tools, including type of tool, quantity, make and condition. The inventory shall be forwarded to the appointing authority department designee and updated as the employee deems necessary, and at least once each year, with each employee responsible to report additions or deletions as they occur. Employees will be allowed up to four (4) hours of County time each year for tool inventory. The appointing authority County will provide written acknowledgment of receipt of each employee's inventory list. The County

shall not provide insurance coverage or replacement reimbursement for any damaged or stolen tool that is not on the tool inventory provided by the employee.

- c) All tools must be stored in a cabinet, box, or locker with locks in good working order. All tools shall be locked prior to the employee leaving the work site.
- d) All losses shall be reported to the ~~appointing authority~~ County in writing as soon as discovered.
- e) Cabinets and chests will be considered tools. This policy does not include electronic equipment unless it has been authorized for use by the ~~appointing authority~~ County. The procedures for reimbursement shall be the same as the personal property reimbursement guidelines as outlined in Board of Supervisors Resolution No. 56420 dated January 18, 1977.
- f) Non-County workers are not entitled to use the personal tools of an employee in the bargaining unit.
- g) ~~Regarding tool purchase reimbursement described in Subsection 16.2.1, employees first must purchase tools which fulfill the requirements of the designated division tool list; when all required tools on the list have been purchased, additional tools may be purchased with management approval.~~

11.4 Mechanic After Duty Hours Access To Personal Tools

Employees assigned to Fleet Operations or Water Agency as an Automotive Mechanic, Automotive Technician, Heavy Equipment Mechanic, Lead Automotive Technician, ~~or Senior Heavy Equipment Mechanic, or Welder~~ shall have security access to the employee's personal tools for fifteen (15) minutes after shop hours and during the employee's non duty time for the purpose of removing the employee's personal tools from the worksite. Employees removing their tools shall return them to the shop to be available their next scheduled work day.

ARTICLE 12: PERSONAL PROPERTY REIMBURSEMENT

Upon recommendation of the ~~appointing authority~~ department head, the County, in accordance with Government Code Section 53240, shall provide for the payment of the costs of replacing or repairing property or prostheses of an employee, such as eyeglasses, hearing aids, dentures, watches, or articles of clothing necessarily worn or carried by the employee when any such items are lost or damaged in the line of duty without fault of the employee. If the items are damaged beyond repair, the actual value of ~~such the~~ items may be paid. The value of ~~such lost or damaged~~ items shall be determined as of the time ~~of the loss thereof or damage thereto~~ the loss or damage occurred in accordance with the Personal Property Claims Guide as provided by Board of Supervisors Resolution No. 56420, dated January 18, 1977.

ARTICLE 13: WORK CLOTHES

13.1 Uniforms And Work Clothes

The County may prescribe reasonable work clothes and uniform standards for employees. The County may also provide employees with uniforms and work clothes as required by the County and maintain, repair or replace ~~such~~ the required work clothes and uniforms, all at no cost to the employee. Uniforms and work clothes standards or those items actually furnished by the County may vary among different classifications and work groups or locations.

In its sole discretion, the County shall determine which classifications shall wear uniforms as a condition of employment. The parties acknowledge that County uniforms are not suitable for everyday wear outside working hours, and employees shall wear the uniforms only while on duty and traveling to and from County work.

County departments will replace, when necessary, the existing uniforms with uniforms having a cotton/polyester fabric.

The County will provide two (2) jackets to each employee in the bargaining unit. Jackets may be laundered, repaired or replaced, as needed by the County. Machinist aprons for mechanics who work on the machinery in the Water Agency Operations Center will be provided.

13.2 Raingear

The County will provide adequate raingear for employees whose work places them in need of raingear. Raingear will be provided at no cost to employees.

13.3 Safety Boots/Shoes

In its sole discretion, the County shall determine the protective safety boots/shoes required by County regulations, CAL OSHA, State, or Federal regulations/law for the assigned tasks. In its sole discretion, the County shall determine which classifications shall wear safety boots/shoes as a condition of employment.

Each employee shall maintain for use at work two (2) pair of safety shoes or boots as determined to be needed and approved by the employee's department head. ~~Effective September 30, 2003~~ ESD shoes or boots will be included on the safety shoes eligibility list at the manager's discretion for employees ~~that~~ who work with electricity. The County will supplement the cost of each pair of the safety shoes or boots and approved accessories through the use of vouchers worth \$200/pair. A newly hired employee will receive a voucher good for one (1) pair of safety shoes or boots and approved accessories at the beginning of the employee's probationary period and the second voucher when the employee obtains permanent status. Whenever a pair of an employee's supplemented safety shoes or boots are not serviceable and repairable because of wear or damage, the employee will receive a new voucher to use to replace the unserviceable pair.

13.4 Responsibility of the Employee

Each employee issued prescribed work clothes, uniforms or safety apparel shall be expected to wear and possess all items required for the employee's specific work assignment. Any employee not in conformance with the above section may be subject to discipline.

ARTICLE 14: STAFF DEVELOPMENT

~~16.0 Staff Development Benefit Allowance Program Suspension FY 10/11~~

~~Due to the unavailability of funds, effective upon Board adoption of this Memorandum, the Staff Development Benefit Allowance is suspended for the remainder of fiscal year 10/11. During the period, this benefit will not be funded and reimbursement will not be made by the County. The Side letter between Local 39 and the County is attached and incorporated by this reference to this MOU.~~

14.1 Staff Development

The County and the Union agree that the County retains full authority to determine training needs, resources that can be made available, and the method of payment for training authorized by the County. Nothing in this section shall preclude the right of an employee to request specific training.

14.2 Staff Development Benefit Allowance Program

The Department of Human Resources shall develop, modify, implement and administer administrative/programmatic guidelines to remain in compliance with federal and/or state law, and all County policies and procedures, based on the County's Staff Development Benefit Allowance Administrative Program Document.

14.2.1 Staff Development Benefit Allowance – Amounts

As specified in the chart below, full-time and part-time eligible employees shall be entitled to the following annual benefit amounts:

| | Full-Time | Carry Over | Part-Time | Carry Over |
|---|-----------------------|----------------------|----------------------------------|---------------------|
| Annual Allowance | \$500 | \$100 250 | \$250 | \$50 100 |
| <u>Amount of Annual Allowance That May be Used For Physical Fitness/Wellness</u> | \$100 <u>\$200</u> | \$0 | \$100 <u>\$200</u> | \$0 |
| <u>Annual Tool Allowance/-In Lieu Of Standard Annual Staff Development Allowance For JC's</u> | \$550 | \$100 250 | \$225 <u>\$275</u> | \$50 100 |

| | | | | |
|---|--|--|--|--|
| Specified in Sec. 13-316.2.2 Who Provide Their Own Tools | | | | |
|---|--|--|--|--|

Up to a total of ~~\$100~~\$200 annually of existing Staff Development reimbursement is available for:

- Reimbursement of regular physical fitness program costs up to ~~\$100~~\$200.
- Reimbursement of weight reduction and smoking cessation programs (including patches) up to ~~\$100~~\$200.

14.2.2 Tool Allowance/Staff Development Allowance

Full time employees who are required to provide their own personal tools to perform mechanic work may receive up to \$550 in lieu of the of Tool Allowance/Staff Development Allowance. ~~provision provided in this section.~~ Part-time employees may receive up to ~~\$275~~\$225 in lieu of the Tool Allowance/Staff Development Allowance ~~provision provided in this section.~~

The following employees are required to provide their own tools and are eligible for Tool Allowance/Staff Development Allowance: employees assigned to Fleet Operations or Water Agency as an Automotive Mechanic, Automotive Technician, Heavy Equipment Mechanic, Lead Automotive Technician, Senior Heavy Equipment Mechanic, or Welder.

Employees who receive a Tool Allowance/Staff Development Allowance may use their allowance to purchase/replace tools or for any approved Staff Development reason; however, \$550.00/\$275.00 shall be the maximum amount available for any combination of tool purchase/replacement and staff development.

~~Following adoption of this agreement by the Board of Supervisors, employees receiving reimbursement for tools will work with the County to update the required tool list of both Fleet shop locations and provide management with a current inventory of the tools each employee has on site by April 1, 2010.~~

~~16.2.2.1 Priorities for the use of Staff Development money for tool reimbursement:~~

- ~~1.)Meet Requirements of the agreed upon tool list.~~
- ~~2.)Training to meet requirements for certifications.~~
- ~~3.)Required testing and certificates.~~
- ~~4.)Class A and B drivers' licenses and endorsements for effected employees.~~
- ~~5.)Purchase of tools not on the required tool list.~~

~~Between July 1 and January 1 of each fiscal year, the focus will be on items 1 through 4 above. If after January 2 of each year the employee still has a balance in their Staff Development account, they can use those funds to purchase tools not on the required tool list. Management and employee would agree that the conditions of items 1 through 4 had been met or did not apply before the employee could use the item 5 option.~~

14.2.3 Staff Development Benefit – Computer Hardware and Mobile Devices

Up to \$200 of the Staff Development funds may be used towards reimbursement for the purchase of computer hardware and mobile devices once every two years, as defined in the County's Staff Development Benefit Allowance Program Administrative Manual. Monthly service charges for internet and mobile communication connections are not reimbursable under the Program. The use and approval of all computer hardware and mobile devices is subject to review by the department head (or may be delegated to a senior manager only) and is subject to the specific job requirements for each job classification in that department. All computer hardware and mobile devices must be directly job related, must be used for County business a minimum of 50% of their use and requires department head (or senior manager designee) authorization in order to qualify for reimbursement. Department head authorization for the use of this benefit towards reimbursement for computer hardware and mobile devices must be outlined and approved in the employee's annual Professional Development Plan or proposal and will be considered together with other staff development training and educational priorities required by the department head. Taxability of this benefit allowance is strictly administered under the provisions of the Internal Revenue Code, as outlined in the County's Staff Development Benefit Allowance Program Administrative Manual.

No employee shall work overtime by using the computer hardware or mobile device before or after regular scheduled work time or on non-work days unless the work is authorized as described in Section 8.10 (Overtime Required and Authorized) of this MOU by the employee's designated supervisor.

Pro-rated Benefits-Computer Hardware, and Mobile Devices

In addition to the pro-ration of benefits outlined in the County's Staff Development Benefit Allowance Program Administrative Manual, all reimbursements for computer hardware, and mobile devices made within one year of resignation, termination or retirement from County employment will require the individual to reimburse the County for the County contribution toward costs of the computer hardware or mobile device or return it to their department in good condition.

14.3 Staff Development – Continuing Education Courses

Employees in allocated positions are eligible for Continuing Education Courses. Those courses taken on County time must be directly related to an employee's present position, or career advancement within the present department, and be approved by the ~~employee's County appointing authority~~. When a Continuing Education Course that is directly related to the employee's present position or career advancement within the employee's present department is offered during an employee's normal work schedule, the County may approve employee may be authorized Continuing Education leave for the employee. Such leave authorization shall be subject to the approval of the ~~employee's appointing authority and must be directly related to the employee's present position, or career advancement within the present department.~~ Approval of one course in a series does not automatically constitute approval for the entire series unless specifically authorized by the ~~appointing authority~~ County. Continuing Education leave shall be considered as time worked.

14.4 Staff Development – In-service Training

Departments shall seek the prior advice and suggestions of employees on what training, special projects or equipment the department should spend its annual in-service training funds which may be available for covered employees in accordance with departmental policy and available funds. When a department purchases new equipment that will be used and maintained by employees, the department will make reasonable effort to provide appropriate training, or to obtain appropriate training with the purchase of the new equipment, for employees who will be expected to operate and/or maintain the equipment. In-service training courses to be attended by an employee shall have a direct bearing on the work of the employee. Approval for training will be at the discretion of the department head. In-service training for all employees shall be made available in accordance with departmental policy and available funds and be consistent.

14.5 Staff Development – Non-Grievable

Article ~~16-14~~ of this MOU shall not be grievable or appealable under any County policy, resolution, rule or contract provision.

ARTICLE 15: HEALTH AND WELFARE BENEFITS FOR ACTIVE EMPLOYEES

15.1 Active Employee Health Plans

An eligible employee ~~and eligible dependent(s) (as defined below)~~, are allowed only to enroll either as a single subscriber in a County offered medical, dental, vision plan, and/or dependent life insurance, or as the dependent spouse/domestic partner of another eligible County employee/retiree, but not both.

If an employee is also eligible to cover their dependent child/children, each child will be allowed to enroll as a dependent on only one employee or retirees' plan (i.e., an

employee and his or her dependents cannot be covered by more than one County offered health plan).

An eligible employee is:

- A County of Sonoma probationary or regular full-time or probationary or regular part-time employee (Refer to Section 15.2.6 (Part-Time Employees – Health Benefits) regarding plans offered and pro-ration of benefits for part-time employees).
- An eligible dependent is (as defined in each plan document/summary plan description):
 - Either the employee's spouse or domestic partner; or
 - A child based on your plan's age limits or a disabled dependent child regardless of age.

15.2 Participation-Enrollment In County Offered Health (Medical, Dental, Vision, Life Insurance) Plans

Election to participate-enroll in a County offered health plan will take place within the first 30 days following date of hire to permanently allocated position of .40 FTE or greater or it will during the first full pay period following employment or it shall be made during an annual open-enrollment period. Enrollment in vision and basic life insurance is automatic. Mid-year enrollment can only beper permitted as allowed by IRS Section 125 or as required by HIPAA or other applicable regulations.

The effective date of benefits will be the first of the month following date of hire or initial eligibility.

15.2.1 County Offered Participating Provider Option (PPO) Medical Plan(s)

For individuals covered under this MOU, there are three medical plans in addition to the HMO's described in 17.2.2: County Health Plan PPO, County Health Plan EPO, United Health Care High Deductible Health Plan (HDHP). Effective June 1, 2013, the County will offer three medical plans, the County Health Plan PPO, County Health Plan EPO, and Kaiser HMO (office visit co-pay \$10, prescription drug co-pay \$5 generic, \$10 formulary brand name) Plan. The benefit provisions, co-payments, and deductibles of each plan are outlined in the Plan's Summary Plan Description or Evidence of Coverage, as of June 1st of each coverage year. Specific reference to a vendor does not obligate the County to continue to offer a medical plan offered by a specific vendor. The County may change health insurance carrier(s) and/or network provider(s), provided the plan design(s) are substantially equivalent.

17.2.2 County Offered Health Maintenance Organization (HMO) Medical Plan(s)

The County may offer up to two (2) HMO medical plans to eligible

employees and their eligible dependent(s). Specific reference to a vendor listed below does not obligate the County to continue to offer a medical plan offered by a specific vendor. The County may change health insurance carrier(s) and/or network provider(s), provided the plan design(s) are substantially equivalent. The HMOs shall have the following co-pays:

| Benefit Type | Co-Pay |
|---|---|
| Kaiser Office Visit | \$10 |
| Kaiser Prescription Drug | \$5 generic/ \$10 formulary brand name |
| UnitedHealthCare Office Visit | \$10 |
| UnitedHealthCare Prescription Drug | \$5 generic/ \$15 formulary brand name/ \$30 non formulary brand name |
| For all other plan benefits and provisions, refer to the insurance carrier's plan document for each HMO medical plan. | |

15.2.2 County Contribution Toward Active Employee Medical Benefits

The County shall contribute a flat dollar amount not to exceed \$229.98 biweekly (\$500 per month) toward the cost of any County offered medical plans for any eligible full-time regular employee and their eligible dependent(s).

This is the full and total contribution amount the County will contribute toward medical benefits for active regular employees and their dependent(s).

The County shall contribute to part-time eligible employees on a pro-rated basis, in accordance with Section ~~17~~15.2.8-6 (Part-Time Employees – Health Benefits).

15.2.3 Dental Benefits

The County ~~will offers~~ dental and orthodontic benefits to full and part-time regular employees and their eligible dependent(s). ~~For all plan benefits~~ Benefits and provisions, co-payments, and deductibles are outlined in the Evidence of Coverage, refer to the insurance carrier's plan document.

The employee ~~contribution(s) will be~~ contribution is:

- ~~Effective June 1, 2010:~~
- Employee Contribution: \$24.00 biweekly (\$52.18/month)
- Effective May 27, 2014, the employee contribution shall be \$12.00

biweekly.

The County shall contribute to part-time eligible employees on a pro-rated basis, in accordance with Section 15.2.6 (Part-Time Employees – Health Benefits).

15.2.4 Vision Benefits

The County ~~will provide~~offers vision benefits to full-time active employees and their dependent(s) with no employee contribution. A computer vision care plan is included for the employee only. ~~For all plan benefits and provisions, refer to the insurance plan document.~~

~~The County will pay the total cost of the premium for vision benefits for full-time active employees.~~

Part-time employees will automatically be enrolled in the vision benefit and the County shall contribute to part-time eligible employees on a pro-rated basis, in accordance with Section 15.2.6 (Part-Time Employees – Health Benefits).

~~17.2.6~~ Computer Vision Care (CVC) Benefits

~~The County will provide a Computer Vision Care (CVC) benefit. Only employees enrolled in vision benefits in accordance with Section 17.2.5, who are required to spend a significant portion of their work day on a computer, are eligible for the CVC benefit. Eligible employees will receive a CVC eye examination and, if prescribed, CVC lenses and frames through arrangement with the County's CVC vendor.~~

15.2.5 Life Insurance

The County shall offer, ~~at no expense to the employee,~~ a basic term-life insurance plan in the amount of \$20,000 for an allocated full-time equivalent position of sixty (60) hours or more (0.75 FTE or more) with no employee contribution. Enrollment in basic life insurance is automatic, based on eligibility.

Each eligible and enrolled employee may purchase, through payroll deduction, dependent coverage of \$5,000 for each eligible dependent. Benefit provisions are outlined in the Schedule of Insurance or Group Insurance Policy. ~~For all other plan benefits and provisions refer to the insurance policy document.~~

Eligible employees may purchase additional life insurance for themselves at their own expense upon initial eligibility or during the annual enrollment period specified in Section 15.2 (~~Participation~~ Enrollment in County Offered Health (Medical, Dental, Vision, Life Insurance) Plans). The employee may purchase supplemental coverage in increments of one times (1X) to four times (4X) the basic coverage to a maximum of

\$500,000, in accordance with the insurance carrier's policy. Participating employees and the County will be required to follow the insurance company's contracted requirements with respect to maximum amounts and the necessity for evidence of insurability in order to be eligible to receive the benefit as may be amended from time to time and may be based on actual participation by County employees in the program. An employee enrolled in supplemental coverage who moves from one age bracket to the next higher bracket will have to pay the rate of the higher age bracket beginning the January of the year the employee moves to the higher age bracket.

15.2.6 Part-Time Employees – Health Benefits

Part-time employees in allocated positions of thirty-two (32) hours or more biweekly (0.40 FTE minimum) shall be eligible to participate in the County's medical, dental, and vision plans and the County's contribution toward their premiums shall be pro-rated. Pro-ration shall be based on the number of pay status hours in the pay period, excluding overtime and including periods of qualified FMLA and CFRA leaves without pay.

15.2.7 Health Reimbursement Arrangement (HRA) Contribution

Effective the pay period on or after the Board of Supervisors approves this MOU (December 10, 2013), all eligible full and part time employees enrolled in a County sponsored medical plan will receive a contribution into a Health Reimbursement Arrangement (HRA) and can participate in the HRA plan based on County medical plan enrollment as described in this Article 15. Eligible employees who waive medical coverage and are not enrolled in a County sponsored medical plan will not receive a contribution into the HRA.

For active employees meeting the above criteria, the County will contribute the amount specified in the table below, per paid status hour to a maximum of 80 hours per biweekly pay period. The County will contribute to eligible part-time employees on a pro-rated basis, in accordance with Section 15.2.6.

| <u>Coverage Level</u> | <u>Effective On Board Approval</u> | | <u>Effective 8/19/2014 - 6/8/2015</u> | | <u>Effective 6/9/2015</u> | |
|-----------------------|------------------------------------|---------------------------|---------------------------------------|---------------------------|-----------------------------|---------------------------|
| | <u>Per Paid Status Hour</u> | <u>Monthly Equivalent</u> | <u>Per Paid Status Hour</u> | <u>Monthly Equivalent</u> | <u>Per Paid Status Hour</u> | <u>Monthly Equivalent</u> |
| <u>EE only</u> | <u>\$0.29</u> | <u>\$50.00</u> | <u>\$0.29</u> | <u>\$50.00</u> | <u>\$0.29</u> | <u>\$50.00</u> |
| <u>EE + 1</u> | <u>\$0.4556</u> | <u>\$98.25</u> | <u>\$0.67</u> | <u>\$116.25</u> | <u>\$0.94</u> | <u>\$164.25</u> |
| <u>EE + 2</u> | <u>\$1.32</u> | <u>\$230.00</u> | <u>\$1.95</u> | <u>\$340.00</u> | <u>\$2.30</u> | <u>\$400.00</u> |

Access to reimbursement under the HRA Plan will become effective beginning the first pay period on or after the Board of Supervisors approves this MOU. County contributions pursuant to this section will be available to Plan participants for reimbursement of eligible medical care expenses incurred by an eligible employee or dependents(s) as described in Internal Revenue code sections 105 and 106.

HRA contributions made pursuant to this section are separate and apart from HRA contributions and benefit eligibility for Retiree Medical for employees hired on or after January 1, 2009, pursuant to Article 16. Health benefits in this Article 105 are available only to active employees. When this MOU ends on June 30, 2016, the parties agree that the health benefits in this Article 15 are subject to negotiations for a successor MOU.

The County of Sonoma Health Reimbursement Arrangement (HRA) Plan Document will be amended to reflect the above HRA contribution and benefit eligibility criteria for active employees.

The County makes no representations or warranties in regard to the tax treatment of the HRA, including whether any portion of the HRA is taxable by the Internal Revenue Service or the Franchise Tax Board.

15.3 Employee Assistance Program

The County shall continue the current level of benefits under the Employee Assistance Program for all employees represented under this MOU for the term of this Memorandum.

15.4 Long-Term Disability

The County shall provide and pay the premium for a Long-Term Disability (LTD) benefit as described in the applicable plan document to all full and part-time employees (0.4 FTE minimum) who meet the eligibility requirements. ~~Benefit eligibility begins after sixty (60) calendar days of disability. The benefit waiting period is the longer of 60 days, or the period you elect to receive paid leave.~~ Employees eligible to receive LTD benefits are not required to exhaust sick leave before receiving LTD benefits, but an employee who chooses to use sick leave or other paid leave after the 60th day of disability is not eligible to receive any LTD benefits until the employee stops using paid leave. LTD benefits cannot be supplemented with any paid leave. LTD benefits will be offset by any applicable income, such as, short-term disability benefits, retirement benefits, ~~social~~ Social security, ~~Security~~ and ~~social~~ Social security, ~~Security~~ disability, ~~Disability~~ benefits, as outlined in the Plan Document.

15.4.1 Long-Term Disability – Claim Disputes

~~The Provider claims dispute process is described in the Summary Plan Description or Evidence of Coverage Document.~~ The County Human

Resources - Risk Management Division will assist employees with claims dispute processing, related to the County's outside LTD provider.

15.5 Workers' Compensation Claims Disputes

Any dispute by an employee over a claim processed through workers' compensation shall be resolved solely through the appropriate appeal procedures of that system and may not be the subject of a grievance through this Memorandum.

15.5.1 Workers' Compensation Temporary Disability – Supplementing with Paid Leave

An employee not entitled to the benefits of Labor Code Section 4850 who is absent from work by reasons of industrial injury compensable by temporary disability, shall supplement such compensation with enough paid leaves to increase his/her gross earnings to equal his/her regular biweekly base salary as follows:

- All sick leave shall be taken until the remaining sick leave balance is forty (40) hours or less.
- Once the sick leave balance is forty (40) hours or less, the employee may elect to supplement by taking any combination of the remaining sick leave, vacation, and or compensatory time off up to his/her base salary.
- Employees whose sick leave balance is forty (40) hours or less may also elect not to supplement at all.

An employee shall accrue vacation leave and sick leave only during such portion of absence from work due to industrial injury for which the employee uses previously earned vacation leave, sick leave, or compensatory time off.

15.6 Medical/Dental/Vision Benefits During Leaves of Absence – Non-Medical Leaves Without Pay

If an employee is on an unpaid absence or goes on leave without pay, either of which reduces the employee's time in pay status to less than fifty percent (50%) of the employee's FTE in a pay period, the County will cease to pay its normal benefit contributions. The employee must pay the total benefit premiums if the employee desires to continue any coverage. If an employee is on an unpaid absence or goes on leave without pay, either of which reduces the employee's time in pay status to no less than fifty percent (50%) of the employee's FTE in a pay period, the County will continue to pay its normal benefit contributions.

15.7 Medical/ Pregnancy Disability Leave

When an employee exhausts all but forty (40) hours of sick leave and goes on medical or pregnancy disability leave without pay, the County will make its normal

contribution to the employee's medical, dental, vision care, life insurance and LTD benefits for a period not to exceed thirteen (13) pay periods per disability. Beginning with the fourteenth (14th) pay period, the employee will be entitled to continued coverage through COBRA Continuation of Coverage and is responsible for making a timely election and by paying the COBRA premiums by the due date, full cost of the insurance premiums. Prior to the exhaustion of the thirteen (13) pay periods the County will provide reasonable notice of the employee's obligations regarding the opportunity to continue employee-paid benefits.

An employee who returns to work from medical or pregnancy disability leave without pay prior to the exhaustion of the thirteen (13) pay periods of entitlement under this Article shall not have the thirteen (13) pay period entitlement reduced for any pay period in which the employee is in pay status for at least fifty percent (50%) of the employee's allocated full-time equivalent as specified in this Section 15.7 (Medical/Pregnancy Disability Leave).

If the employee returns to medical or pregnancy disability leave without pay for the same condition, the thirteen (13) pay period time frame will continue where it left off and will be reduced only for those pay periods when the employee's pay status hours fall below fifty percent (50%) of the allocated full-time equivalent. The County's thirteen (13) pay period leave without pay benefit entitlement shall run concurrent with FMLA/CFRA/CPDL.

~~The employee's eighteen (18) month entitlement under COBRA law shall begin when FMLA/CFRA has been exhausted and the employee is no longer eligible for a County contribution toward medical benefits, goes on an unpaid leave which is less than fifty percent (50%) of the employee allocated hours. When an the employee returns to work and has at least fifty percent (50%) of the employee's allocated full time equivalent in pay status, eligibility for a County contribution toward health benefits is regained. Benefit coverage begins the first of the following month, in any pay period and subsequently goes out on Medical or Pregnancy Disability Leave, the eighteen (18) month COBRA time period starts over again. A new 18 month COBRA period begins again in the pay period in which the employee has a reduction of hours below fifty percent (50%) of the employee's allocated full time equivalent as this would constitute a new qualifying event under COBRA.~~

15.8 Continuation Of Health Benefits Coverage

An employee who is entitled to continued benefit coverage as specified in Section 15.6 (Health Benefits During Leaves of Absence - Non-Medical Leaves Without Pay) and Section 15.7 (Medical/ Pregnancy Disability Leave) above, must notify the ACTTC no later than five (5) County business days after the first day of the leave of absence, of the employee's intent to continue insurance coverage. The employee must apply for a leave by completing a Leave of Absence Form. A request for Leave of Absence (without pay) form signed by the employee and his/her Department shall be forwarded to the ACTTC's office when leave is authorized.

~~If the Department authorizes the leave, the Department shall forward the completed Leave of Absence Form to the ACTTC's Office. To assure continued insurance~~

coverage, premiums shall be paid by the employee to the ACTTC's Office no later than the last day of the pay period or the date specified in the notice. If the employee fails to pay the premium by the ~~last day of the pay period~~ due date, he/she will receive one (1) reminder notice. In order to ~~reinstate~~ prevent a lapse in coverage due to non-payment, the employee shall pay a \$25.00 late charge in addition to the premium amount due by the date specified in the reminder notice. Only one reminder notice will be sent. If the employee fails to make proper payment to the ACTTC by the ~~end of the second pay period~~ within 30 days of the first due date, the employee's ~~continued~~ medical, dental, vision, life insurance, and Long Term Disability coverage shall be terminated. Coverage will not be reinstated until the first of the month following return to pay status.

15.9 Part-Time Employees-Health Benefits During Leave of Absence

Part-time employees shall be eligible to participate in the medical benefit plans and/or the dental plans on a prorated basis, as defined in Section 15.2.6 (Part-Time Employees-Health Benefits). For pay periods with no pay status hours, pro-ration shall be based on the employee's FTE.

15.10 COBRA

The County ~~will continue to provide~~ insurance continuation of health benefits at group rates plus 2% as required by the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1986, including any applicable subsequent amendments or revisions where applicable. ~~In the event this Act is rendered inapplicable to the County, either by legislative or judicial action, the County shall, from the effective date of such action, not follow its provisions.~~

15.11 Salary Enhancement Plans

IRS Section 414(h)(2)

All employees who belong to the retirement system shall have their wages adjusted according to Section 414(h)(2) of the Internal Revenue Code which has the effect of deferring Federal and State income taxes on the employee's retirement contributions.

IRS Section 125: Premium Conversion

The County shall continue, under IRS Code Section 125, to administer a Health Care Premium Conversion Plan that allows eligible employees to make their required contributions towards health premiums with pre-tax dollars through payroll deduction. The County will make no contribution to this plan, however, it will bear the cost of administering this benefit.

~~Benefits eligible for this conversion are premium contributions for group medical, dental and vision benefits and do not constitute any contribution from the County.~~

Health Flexible Spending Account

The County ~~shall continue to offer under IRS Code Section 105,~~ provides a Health Care Flexible Spending Account (FSA) to enable eligible employees to set aside pre-tax dollars for reimbursement of employee's medical expenses ~~not reimbursed or covered under medical, dental and vision insurance plans. Such expenses include deductible, co-pays, and qualified medical expenses not reimbursed by the employee's health insurance plan and shall be expanded~~ will be provided to the maximum amount stipulated in the Plan and consistent with the law.

Dependent Care Assistance Program

The County ~~will continue the~~ provides a Child and Dependent Care Assistance Plan Program ~~under IRS Code Section 129~~ subject to the limitations and maximums as stipulated under law.

All of ~~these~~ the above plans will be administered by the County in accordance with applicable Federal and State laws as amended and, as such, will not be grievable or arbitrable.

17.12 Long Term Care Payroll Deduction

~~Represented employees may purchase CalPERS Long Term Care Insurance at their own expense through bi weekly payroll deduction as long as the County is eligible to participate in the CalPERS payroll deduction program. Each employee is responsible to submit his/her own application and any subsequent membership changes directly to CalPERS, as CalPERS LTC is not a County program or under County direction. CalPERS may directly invoice employees for missed payroll deductions or premiums due prior to start up of payroll deduction.~~

15.12 Plan Documents And Other Controlling Documents

While mention may be made in this Memorandum of various provisions of benefit programs, specific details of benefits (including disputes and/or appeals) provided under County offered health plans, shall be governed solely by the various plan documents or insurance contracts and/or policies maintained by the County. The County will bear no responsibility for resolving disputes/appeals between an employee and a contracted health plan vendor. Within this section, vendor refers to insurance company, Knox-Keene organizations licensed in the state of California to provide health benefits, benefits administration, or network management.

ARTICLE 16: MEDICAL BENEFITS FOR FUTURE RETIREES

16.1 Retiree Medical Coverage

An eligible retiree and eligible dependent(s) (as defined below), may be enrolled in a County offered medical plan, but is allowed only to enroll either as a subscriber in a

County offered medical plan or, as the dependent spouse/domestic partner of another eligible County employee/retiree, but not both. If an employee/retiree is also eligible to cover their dependent child/children, each child will be allowed to enroll as a dependent on only one (1) employee or retirees' plan (i.e., a retiree and his or her dependents cannot be covered by more than one (1) County-offered health plan).

An eligible dependent is (as defined in each plan document/summary plan description):

- Either the retiree's spouse or domestic partner; or
- A child based on your plan's age limits or a disabled dependent child regardless of age.

16.2 County Contribution Toward Retiree Medical Plans – Employees Hired Before January 1, 2009

A. Eligibility: In order to be eligible for this benefit, the retiree must have:

- 1) Completed at least ten (10) years of consecutive regular full-time paid County of Sonoma service employment. The equivalent worked or purchased regular part-time County service time can be counted toward the ten (10) years. However, any miscellaneous purchased service time such as extra-help, contract, and leave of absence service time does not count toward this eligibility requirement, and
- 2) Have been a contributing member of the Sonoma County Employees' Retirement Association (SCERA) for the same time period, and
- 3) Retire directly from Sonoma County service.
- 4) Current retirees receiving a County contribution for retiree medical based on eligibility at the time of their retirement who do not meet the 10 year requirement as listed above are grandfathered in at the eligibility at the time of their retirement.
- 5) Laid-Off & Restored Employees. Employees who were employed by the County prior to January 1, 2009, but who were laid off thereafter shall be eligible for the benefits described in this Article 1916.2 provided that they are subsequently restored to County employment, pursuant to Civil Service Rule 11.4, rejoin the County retirement system, and are otherwise eligible for retiree medical benefits under this section. The break in service caused by the layoff shall be bridged upon restoration such that, although no service time is earned during the break, consecutive service is restored for eligibility for this benefit. To the extent allowed by law they shall not be eligible for the benefits described in Article 16.3 (County Contribution toward Retiree Medical Plans – Employees Hired On or After January 1, 2009 – Effective January 1, 2009).

B. County Contribution:

The County shall contribute toward the cost of County offered medical plans for any eligible retiree whether or not the retiree covers eligible dependent(s), the same amount as it contributes toward the cost of County offered medical plans for active unrepresented administrative management employees (bargaining unit 50) in the Salary Resolution. Any additional medical contributions provided only to retirees along with any eligibility requirements to receive those contributions shall be conferred as prescribed in the Salary Resolution.

C. Additional Dependents:

Retirees eligible under this section, may enroll eligible dependent(s) in the County offered medical plan elected by the retiree but the retiree is responsible for all premium costs in excess of the County's contribution.

16.3 County Contribution Toward Retiree Medical Plans – Employees Hired On Or After January 1, 2009

For employees hired on or after January 1, 2009, the County shall contribute to a Defined Contribution retiree medical benefit plan for each eligible employee in the form of a deposit into a Health Reimbursement Arrangement (HRA) account, as described below. Any eligible retiree and eligible dependent(s), as defined below, may enroll in a County offered medical plan, but the retiree is responsible for all costs (including County offered retiree medical plan and Medicare Part B premiums).

A. Eligibility

- 1) An employee must have been a contributing member (or a contribution was made on their behalf) of the Sonoma County Employees' Retirement Association (SCERA) for the eligibility period described below.
- 2) Regular full-time employees and part-time employees in an allocated position of 0.5 full-time equivalent or greater, hired on or after January 1, 2009 are eligible to receive a County HRA contribution, if they have completed two (2) full years of consecutive Sonoma County regular service (excluding overtime) in paid status.
- 3) If an employee separates employment before meeting the eligibility requirement, the employee shall receive no benefit.
- 4) Laid-Off & Restored Employees. Employees who were employed by the County on or after January 1, 2009, but who were laid off thereafter shall be eligible for the benefit described in this Article 16.3 provided that they are subsequently restored to County employment, pursuant to Civil Service Rule 11.4, rejoin the County retirement system, and are otherwise eligible for retiree medical benefits under this section. The break in service caused by the layoff shall be bridged upon restoration such that, although no service

time is earned during the break, consecutive service is restored for eligibility for this benefit.

B. County Contribution

1) Initial County Contribution:

- a. On the first pay date following completion of the eligibility requirements, regular full-time employees shall receive a lump sum contribution of \$2,400 deposited into an HRA account established in their name. Thereafter, contributions will be made each pay period based on the actual hours worked during that pay period.
- b. The lump sum contribution amount for regular part-time employees shall be pro-rated based on their allocated position only (e.g., a regular employee in a 0.5 full-time equivalent allocated position will receive a lump sum contribution of \$1,200 deposited into their HRA account).

2) Regular County Contribution:

After the initial contribution (defined above) is made, the County shall contribute \$0.58 per paid status hour (no more than eighty (80) hours biweekly), not including overtime, for each eligible employee. For a full time employee, this equates to approximately \$100 per month or \$1,200 per year, after the initial eligibility period is met.

3) Access To Account Balance:

- a. Participants may access the balance in their HRA account upon termination of employment and attainment of age 50, or upon retirement from the Sonoma County Retirement System, whichever is earlier.
- b. Participants may defer accessing the account balance to any time beyond the earliest date described in (a).
- c. Amounts that remain in the account balance are available to reimburse the participant for the same permitted medical expenses for the spouse and any other dependent covered under the retiree medical plan, however, federal regulations do not permit the inclusion of expenses for domestic partners.

4) Survivors Of Eligible Retirees With Account Balances:

- a. Spouses and eligible dependent children or dependent adults that are disabled may continue to access account balances after the death of the retiree.
- b. Domestic partners are not permitted access to the account balances of the participant by virtue of restrictions in the federal regulations that govern these types of accounts.

5) Forfeiture Of Account Balance:

- a. If an active employee dies prior to retirement, the amount of account balance is available to participating spouses and dependents to reimburse them for medical expenses permitted under the relevant section of the Internal Revenue Code.
- b. Account balances in part or in total for active participants or retirees without any eligible spouse or dependent or unused account balances after the death of the last eligible spouse or dependent will be forfeited and returned to all other active and retired participants in the form of a dividend allocated in direct proportion to the amount to be distributed divided by the total account balance for all participants applied to each individual account balance. These distributions will occur within 120 days after the annual certified audit of the plan is submitted to the administrator and the County.

This benefit will be subject to regulation under section 105(b) of the Internal Revenue Code and subject to revenue rulings for these types of plans as promulgated.

16.4 Surviving Dependent – County Contribution For Employees Hired Before January 1, 2009

Upon the death of a retiree enrolled in a County offered retiree medical plan, the County will continue to pay the County's contribution toward the medical plan premium costs as follows:

One eligible surviving dependent will be allowed to continue their coverage if the surviving dependent meets each of the following criteria:

1. Has been an eligible dependent of a retiree who was eligible to receive a contribution toward a County offered retiree medical plan under Section ~~19~~16.2 prior to the death of the retiree, and
2. Either be enrolled or have waived coverage at the time of the retiree's death.

Any additional surviving eligible dependent(s) enrolled under the retiree's medical plan at the time of the retiree's death, may continue participation in the County offered medical plan but will be responsible for all premium costs in excess of the County contribution.

16.5 Surviving Dependents – County Contribution For Employees Hired On Or After January 1, 2009

Upon the death of a retiree enrolled in the Defined Contribution retiree medical benefit plan (as defined in Section 16.3), eligible surviving dependents may continue participation in the County offered medical plan but remain responsible for all costs (including premiums).

To be eligible, a surviving dependent must either be enrolled or have a waiver on file with the County, at the time of the retiree's death.

This benefit will be subject to regulation under section 105(b) of the Internal Revenue Code and subject to revenue rulings for these types of plans as promulgated.

ARTICLE 17: LEAVES OF ABSENCE

17.1 Vacation Accrual

Each employee shall accrue and may use vacation leave with full pay providing that the maximum accumulation shall be no more than provided for in the table below.

17.2 Part-time Vacation Accrual – Part-Time Employees

Part-time employees shall accrue vacation leave on a prorata basis; usage and accrual shall be governed by the same rules and regulations applicable to full-time employees.

17.3 Vacation Accrual Rates

~~Effective September 14, 2004,~~ Each employee who has completed the following in-service hours shall accrue vacation leave at the appropriate rate shown below. In-service hours include all hours in pay status excluding overtime, up to eighty (80) hours. Rates shown below will be adjusted to reflect any unpaid time in each pay period.

| YEARS OF COMPLETED FULL-TIME SERVICE | IN SERVICE HOURS OF COMPLETED SERVICE | RATE FOR 80 IN-SERVICE HOURS PER PAY PERIOD | MAXIMUM ACCUMULATED HOURS |
|--------------------------------------|---------------------------------------|---|---------------------------|
| 0 through 2 years | 0 to 4,174.2 | 3.07 | 280 |
| 2 through 3 years | 4,174.3 to 6,261.4 | 3.68 | 280 |
| 3 through 4 years | 6,261.5 to 8,348.5 | 3.99 | 280 |
| 4 through 5 years | 8,348.6 to 10,435.6 | 4.29 | 280 |
| 5 through 10 years | 10,435.7 to 20,871.2 | 4.60 | 280 |
| 10 through 15 years | 20,871.3 to 31,306.8 | 5.83 | 280 |
| 15 through 20 years | 31,306.9 to 41,742.4 | 6.44 | 280 |
| 20 through 25 years | 41,742.5 to 52,178.0 | 7.05 | 280 |
| 25 or greater years | | 7.36 | 280 |

| YEARS OF COMPLETED FULL-TIME SERVICE | IN-SERVICE HOURS OF COMPLETED SERVICE | RATE FOR 80 IN-SERVICE HOURS PER PAY PERIOD | MAXIMUM ACCUMULATED HOURS |
|--------------------------------------|---------------------------------------|---|---------------------------|
|--------------------------------------|---------------------------------------|---|---------------------------|

52,178.1 or more

Effective the date of implementation of the County's Human Resources Management System (HRMS), the following accrual rates will apply. The accrual rates shown below reflect the conversion of 14 floating holiday hours to vacation accrual. To provide full credit for the elimination of the floating holiday hours, the vacation accrual rates listed in the table below will be effective June 25, 2013.

| YEARS OF COMPLETED FULL-TIME SERVICE | IN-SERVICE HOURS OF COMPLETED SERVICE | RATE FOR 80 IN-SERVICE HOURS PER PAY PERIOD | MAXIMUM ACCUMULATED HOURS |
|--------------------------------------|---------------------------------------|---|---------------------------|
| 0 through 2 years | 0 to 4,173 | 3.61 | 280 |
| 2 through 3 years | 4,174 to 6,260 | 4.22 | 280 |
| 3 through 4 years | 6,261 to 8,347 | 4.53 | 280 |
| 4 through 5 years | 8,348 to 10,434 | 4.83 | 280 |
| 5 through 10 years | 10,435 to 20,870 | 5.14 | 280 |
| 10 through 15 years | 20,871 to 31,305 | 6.37 | 280 |
| 15 through 20 years | 31,306 to 41,741 | 6.98 | 280 |
| 20 through 25 years | 41,742 to 52,177 | 7.59 | 280 |
| 25 or greater years | 52,178 or more | 7.90 | 280 |

17.4 Vacation – Credit Upon Reappointment

Each employee with ~~10,435.6~~ (10,435, effective with HRMS) in-service hours (five (5) or more years) in ~~pay-paid~~ status who resigns in good standing and who is later reappointed within two (2) years of the resignation, shall be credited with ~~4,174.2~~ (4,174, effective with HRMS) in-service hours (two (2) years) for purposes of new vacation accrual. Each employee who was laid off and reappointed within two (2) years shall be returned to the place on the accrual table (in Section 17.3, above) which the employee occupied when laid off.

17.5 Vacation – Schedules

Vacation schedules shall be arranged by the department head with particular regard to the needs of the service and, whenever possible, with regard to the wishes of the employee. Every effort shall be made to arrange vacation schedules so that each employee will take as much vacation in each year as accrues to the employee in that year. Each employee's vacation time may be so divided as the needs of the service

require or permit. No employee may take vacation without advance approval of the department head or appointing authority. No employee may take vacation leave in advance of that actually accumulated by the employee at the time ~~such the~~ leave is taken.

17.6 Vacation Purchase Plan and Buyback for Unused Vacation

17.6.1 Vacation Purchase Plan – Full-Time Employees

~~Effective September 30, 2003~~ Each eligible full and part-time employee may elect to purchase up to forty (40) hours of vacation leave each calendar year during their first five (5) years of permanent, probationary, or unclassified employment. Vacation purchased shall not exceed two hundred (200) hours. Eligibility will start from the employee's first in-service hour with the County of Sonoma. Eligibility will end upon completion of ~~10,435.6 (10,435, effective with HRMS)~~ in-service hours. Each eligible employee must submit a signed vacation purchase plan agreement to his/her Departmental Payroll Clerk. Upon receipt the employee's future bi-weekly salary will be reduced by a minimum of two (2) hour increments until the purchase plan agreement has been fulfilled. Purchased vacation will be posted to the employee's leave balance upon purchase and will be available to the employee the pay period following purchase. All purchases of vacation must be completed prior to the end of the calendar year in which the employee reaches the in-service hours of ~~10435.6 (10,435, effective with HRMS)~~.

17.6.2 Vacation Purchase Plan – Part-Time Employees

Part-time employees will be eligible to purchase vacation time on a pro-rata basis.

17.6.3 Guidelines

The additional vacation purchased is subject to the following guidelines:

17.6.3.1 Purchased vacation must be taken before accrued vacation in Section 17.3.

17.6.3.2 Purchased vacation is subject to the maximum accumulation limits and usage in Section 17.3.

17.6.3.3 Purchased vacation is subject to the same provisions in Section 17.5.

- ~~Purchased vacation leave is not eligible for buy back, Section 19.6 (b), and purchased vacation balances will not be included in eighty (80) hour remaining vacation balance requirement in this Section 19.6.~~

17.6.3.4 Purchased vacation hours when taken as time off will not be included in ~~pay-paid~~ status hours for the purposes of shift pay and premium pay.

17.6.3.5 Vacation purchased will be paid off at the employee's base hourly rate at the time of termination.

17.6.4 ~~Payment or Buyback~~ Part-Time Vacation – Payment for Unused Vacation

~~An employee may receive payment at the base hourly rate for up to eighty (80) hours in a twelve (12) month period of accrued vacation provided there is a minimum remaining balance of eighty (80) hours following payment.~~

~~Additionally, e~~ Each employee who is separated from the County service shall be entitled to payment ~~in lieu of~~ for all unused vacation leave which the employee may have accumulated as of the employee's last day of work and shall be computed on the basis of such employee's base hourly rate at the time of termination.

Note: "Holidays" moved to separate article.

~~10.7~~ Holidays

~~Paid holidays shall be authorized for full time and part time employees. To be entitled to pay for such paid holidays, an employee must be in pay status on the employee's last regularly scheduled workday before and the employee's first regularly scheduled workday after the holiday. All holidays, including floating holidays, shall be reduced proportionately by any unpaid time in the pay period in which it is earned. Scheduled holidays are as follows:~~

- a) ~~New Year's Day, January 1~~
- b) ~~Martin Luther King, Jr.'s Birthday (3rd Monday in January)~~
- e) ~~Lincoln's Birthday, February 12th~~
- d) ~~Washington's Birthday, 3rd Monday in February~~
- e) ~~Memorial Day, the last Monday in May~~
- f) ~~Independence Day, July 4th~~
- g) ~~Labor Day, the first Monday in September~~
- h) ~~Veteran's Day, November 11th~~
- i) ~~Thanksgiving Day, the 4th Thursday in November~~
- j) ~~The day following Thanksgiving Day~~
- k) ~~Christmas Day, December 25th~~
- l) ~~Each day appointed by the Governor of the State of California and formally recognized by the Board of Supervisors of Sonoma County as a day of mourning, thanksgiving, or special observance.~~

~~m) Christmas Eve/New Year's Eve: With the approval of the department head, a full time employee may choose to be off duty with pay the last four hours of the employee's work shift on one of the following days: Christmas Eve (December 24) or New Year's Eve (December 31). If the department head determines the employee is not permitted to be off, the employee shall be credited with four hours of compensatory time. Part time employees shall be entitled to prorata benefit as defined by Section 19.11.~~

~~19.8 Floating Holiday~~

~~Effective September 30, 2003, each full time employee who is in pay status on the last working day of September 2003, and the first working day of October 2003 shall be granted an additional six (6) hours of floating holiday compensation. Each part time employee shall be entitled to a prorated number of hours as defined by Section 19.11. Employees are eligible to take the holiday pay after it has been credited to their compensation time balance on October 22, 2003.~~

~~Effective June 30, 2004 and every June thereafter for the term of this MOU, in lieu of an additional holiday, each full time employee who is in pay status on the last working day of June and the first working day of July, shall be granted fourteen (14) hours of compensatory time which may be taken as time off on a day mutually agreeable to the employee and the employee's appointing authority, or may be accumulated as provided in this Memorandum. Each part time employee shall be entitled to a prorated number of hours as defined by Section 19.11.~~

~~19.9 Day Observed~~

~~If a scheduled holiday falls on a Saturday, the preceding Friday shall be the observed holiday. If a scheduled holiday falls on a Sunday, the following Monday shall be the observed holiday. All scheduled holidays shall be observed on the date specified in Section 19.7.~~

~~19.10 Holiday Compensation~~

~~A full time employee whose assigned work schedule includes neither the scheduled holiday nor the observed holiday, shall elect to receive eight (8) hours of paid holiday or eight (8) hours of compensatory time. All other full time employees whose regular assigned work schedule includes either the scheduled holiday or the observed holiday shall receive eight (8) hours at their base hourly rate of pay. An employee who actually works on either the scheduled holiday or the observed holiday shall be entitled to overtime compensation for the hours actually worked. An employee who works on both the scheduled holiday and the observed holiday shall elect which day shall be compensated at overtime. However, only one day shall be at overtime.~~

~~19.11 Part Time Employee Holiday Pay~~

~~Any part time employee shall, for each holiday in the pay period, receive holiday pay equivalent to 1/10th of an hour for each hour regularly scheduled to be worked based on the employee's ongoing work schedule. If the employee's total hours in pay status~~

~~(excluding the holiday benefit) exceed the hours regularly scheduled to be worked, the employee shall receive holiday pay equivalent to 1/10 of an hour for each hour in pay status (excluding the holiday benefit). This holiday pay shall not exceed eight hours for each holiday nor, for a part time employee, be less than 3.2 hours for each holiday in the pay period.~~

17.7 Sick Leave Accrual

Each full-time employee shall accrue and accumulate sick leave at the rate of 3.680 in-service hours for each completed eighty (80) hour pay period of service. In-service hours include all hours in pay status excluding overtime. This accrual rate shall be adjusted to reflect any unpaid time in each pay period. Part-time employees shall be eligible to receive sick leave on a prorata basis, and their usage. ~~Usage and accrual of said sick leave~~ benefits shall be governed by the same rules and regulations applicable to full-time employees.

17.8 Sick Leave Usage

Earned sick leave credits may, with the approval of the department head, be used by the employee for the following purposes:

- a) During the employee's own incapacity due to illness or injury;
- b) During the time needed by the employee to undergo medical or dental treatment or examination;
- c) ~~During a maternity leave in which the female employee is incapacitated due to the imminent or actual birth of a child.~~ When an employee is disabled by pregnancy, which means that in the opinion of her health care provider, she is unable because of pregnancy to work at all or is unable to perform any one or more of the essential functions of her job or to perform these functions without undue risk to herself, the successful completion of her pregnancy, or to other persons;
- d) When a child, spouse, or domestic partner of an employee, ~~being who is~~ a member of the employee's household or a person for whom the employee is entitled to a Federal Income Tax dependent exemption, or the employee's parent, is incapacitated by illness or injury and it is necessary for the employee to care for ~~such the~~ child, spouse, or parent. ("Parent" for purposes of this Section is defined as biological, foster, or adoptive parent, step-parent, a legal guardian or other person who stood in ~~leeo parentis~~ place of a parent to the employee when the employee was a ~~child~~ minor. A biological or legal relationship is not necessary for a person to have stood in ~~leeo parentis~~ place of a parent to the employee as a ~~child~~ minor. "Parent" does not include parent-in-law.) Sick leave under this paragraph shall not exceed forty-eight (48) hours per occurrence unless extended by joint action of the employee's department head and the Director of Human Resources by reason of exceptional hardships.

e) In the event of a natural catastrophe (i.e., flood, earthquake, etc.), in which case up to twenty-four (24) hours of sick leave may be used.

17.9 Sick Leave – Required Documentation

A signed ~~affirmation~~ medical certification for sick leave may be required for each use of such sick leave. Reasonable ~~medical evidence~~ certification of incapacity may be required for sick leave of forty (40) hours or less duration, and shall be required for sick leave use of more than forty (40) hours duration.

19.15 Sick Leave Conversion

~~Employees with sick leave balances may convert to cash at the employee's base hourly rate or compensatory time as indicated in the chart below.~~

| Hours of Sick Leave Used | Maximum Hours of Conversion |
|-------------------------------------|--|
| 0 to 8.0 | 24.0 |
| 8.01 to 12.0 | 22.0 |
| 12.01 to 16.0 | 18.0 |
| 16.01 to 24.0 | 16.0 |
| 24.01 to 30.0 | 14.0 |
| 30.01 to 36.0 | 12.0 |
| 36.01 to 40.0 | 8.0 |
| 40.01 or more | none |

~~A balance of eighty (80) hours sick leave must remain in accrual after conversion. Measurement of use is based on the twenty six (26) pay periods paid in the prior calendar year. Conversion shall be exercised during the second pay period in January of each calendar year, commencing in January 2000, and shall be based on the sick leave balance at the end of the first full pay period of the preceding December. Employee must be in paid status or on an approved leave during the second pay period in January to exercise this option.~~

17.10 Sick Leave – Payoff/Conversion at Retirement Distribution On Employee's Accidental Death At Work

~~a. Each employee who separates from County service voluntarily, layoff or retirement for reason other than disability, shall be entitled to payment of the monetary equivalent of twenty five percent (25%) of all unused sick leave remaining to such employee's credit at the time of separation, computed on the basis of such employee's base hourly rate.~~

~~An employee's beneficiary shall be entitled to payment of the monetary equivalent of one-hundred percent (100%) of all the employee's unused sick leave due to in the event of the employee's accidental death at work.~~

17.11 Sick Leave – Conversion at Regular Retirement

~~Each~~ Only an employee who separates from County service on retirement only shall have the option of converting one hundred percent (100%) of all unused sick leave remaining to each employee's credit at the time of retirement to retirement service credit as provided by Government Code Section 31641.03. ~~This benefit will be implemented by the Board of Supervisors through an amending ordinance to include eligible employees in the bargaining units represented in this Memorandum of Understanding under the provisions of Ordinance 3807.~~

~~The provisions of this section shall not be used in conjunction with Section 19.16.a. (Sick Leave Payoff) of this MOU.~~

17.12 Sick Leave Payoff At Regular Retirement

The County shall pay the monetary equivalent of twenty-five percent (25%) of all unused sick leave remaining to an employee's credit at the time of separation, computed on the basis of the employee's base hourly rate, for each employee who separates from County service on regular non-disability retirement, who reaches 100% of retirement benefit allowed by law, and who is prevented by law from converting some or all of the employee's remaining unused sick leave to service credit under Section 17.11 (Sick Leave – Conversion at Regular Retirement).

17.13 Sick Leave – Distribution at Disability Retirement

~~Each~~ The County shall pay each employee separated from County service by disability retirement for disability shall be entitled to payment at such the employee's base hourly rate for all unused sick leave remaining to such employee's credit as of the time of separation.

17.14 Sick Leave Distribution At Death Or Layoff

The County shall pay each employee who separates from County service by death or layoff, the monetary equivalent of 25% of all unused sick leave remaining to the employee's credit as of the time of separation, computed on the basis of the employee's base hourly pay.

17.15 Time Off For Voting

If an employee who is a registered voter does not have sufficient time outside of the employee's working hours within which to vote ~~at in~~ any state-wide general or primary election, the employee may, upon request, be granted so much working time off without loss of pay as will, when added to voting time outside the employee's working hours, enable the employee to vote. ~~An employee may take off so much time which will enable the employee to vote, but not~~ No more than two (2) hours of which shall be without loss of pay; provided, that the employee shall be allowed taken off work for voting shall be paid. The time off work for voting shall be only at the beginning or end of the regular working shift, whichever allows the most free time for voting and the least time off from the regular working shift.

17.16 Bereavement Leave

With respect to this provision, the term 'spouse' shall also include domestic partners. ~~Effective September 30, 2003 a~~ A full-time or part-time employee may be granted up to thirty two (32) hours of leave with pay, in the event of the death of the employee's spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, grandparent, great-grandparent, grandchild or person with whom the employee has a relationship of in loco parentis who served as a parent to the employee when the employee was a minor, and the mother or father of the employee or of the spouse of the employee. Up to an additional eight (8) hours of sick leave may be granted to supplement bereavement leave.

Part-time employees shall be eligible for a pro-rated bereavement leave benefit that is computed by multiplying the total normal biweekly hours by 0.40 (e.g. 40 hrs. x 0.40 for half-time employees = 16 hrs.) Ongoing work schedule for purposed of this Section shall mean an average of the two (2) pay periods immediately preceding the need for bereavement leave or the employees normal biweekly allocation of hours, whichever is greater.

17.17 Court Leave

17.17.1 Court Leave – Response To Subpoena

g. A full-time or part-time employee is entitled to a leave of absence with pay at the employee's base hourly rate to respond to an enforceable subpoena to appear in a court or administrative agency hearing in California other than as a litigant and for reasons other than those caused by the employee's connivance or misconduct. An employee may retain such payment as may be allowed the employee for lodging, meals and travel, but as a condition for entitlement to this Court Leave the employee shall make payable to the County of Sonoma any and all fees which the employee may receive as payment for the service as a witness. An employee on Court Leave will receive the base rate of pay for those hours spent traveling to and from the court or administrative agency hearing and the hours spent attending to the employee's obligation as a witness so long as those hours correspond to the employee's assigned work schedule. Time spent as a witness or travel time which are outside the employee's assigned work schedule shall not be paid. If an employee's obligation as a witness expires on any work day with time remaining on the employee's work schedule, the employee will be obligated to return to work.

17.17.2 Court Leave – Line Of Duty

These provisions do not apply to employees whose appearances are in the line of duty.

17.18 Leaves – Jury Duty

It is the policy of the County of Sonoma ~~that County employees be~~ encouraged County employees to perform service as jurors when summoned for jury duty by a court of competent jurisdiction. Any employee summoned for jury duty shall as soon as possible notify his or her supervisor. The employee shall be entitled to a leave of absence with full pay for ~~such the~~ period of time as may be required to attend the court in response to ~~such the~~ summons. An employee may retain ~~such a payment as may be~~ that is allowed for travel but shall make payable to the County of Sonoma any and all fees which the employee may receive in payment for services as a juror.

17.19 Leaves of Absence – No Break in Service

No absence under any paid leave provisions of this Memorandum shall be considered as a break in service for any employee who is in ~~pay-paid~~ status during each absence. All benefits which, under the provisions of the Memorandum, accrue to employees who are in ~~pay-paid~~ status shall continue to accrue during ~~such an~~ absence under the paid leave provisions.

17.20 Leave Without Pay-Water Agency and Sonoma County Fair & Exposition, Inc.

17.20.1 General Provisions

- a) The General Manager of the Water Agency and the Fair Manager or their designee may grant leaves without pay, for periods not to exceed six (6) months, at the request of the employee concerned, because of illness, disability, ~~or~~ pregnancy; or for educational purposes; or for other reasons the General Manager or Fair Manager deems appropriate.
- b) Requests for leaves without pay for periods in excess of six (6) months may also be approved by the General Manager or Fair Manager.
- c) An employee may appeal the denial by the General Manager or Fair Manager of the employee's request for leave without pay. ~~Such An~~ appeal shall be made in writing and submitted through the ~~General~~ County's General Grievance Procedure in accordance with the procedural requirements in that procedure. Any appeal of a denial of leave without pay for medical reasons shall be accompanied by a statement signed by competent medical authority, setting forth the employee's ability to perform the duties of the employee's position and a prognosis of the employee's ability to return to work at the termination of the requested leave.
- d) The decision of the Grievance Appeals Committee on any appeals under this Section ~~20.23-17.20~~ shall be final and binding.

17.20.2 Disabilities

Requests for leave without pay for disabilities which are found by the State Compensation Insurance Fund or the Industrial Accident Commission to be incurred as a result of Water Agency or Sonoma County Fair employment shall be approved by the General Manager or Fair Manager for the period following expiration of paid sick leave and vacation until discontinuation of disability compensation payments.

17.20.3 Military Service

Requests for leave without pay for military service shall be approved by the General Manager or Fair Manager in accordance with applicable law.

17.20.4 Medical Examination-Fitness For Duty Examination

When an employee is absent due to illness or disability, the General Manager or Fair Manager may require that before returning to work the employee provide verification from a physician that the employee is medically able to perform his/her job responsibilities. Until the employee's fitness for duty is verified, the employee shall continue to use available paid and unpaid leave. Failure to provide verification of fitness for duty shall result, after expiration of the employee's accumulated sick leave, in further leave with pay, leave without pay, and/or separation of the employee.

17.20.5 Non-Grievability

This Section 17.20.18 is not grievable nor arbitrable except as stated in Section 17.20.1(c).

17.210 Leaves – for Candidates for Public Office-Water Agency and Sonoma County Fair and Exposition, Inc.

Any ~~appointive officer or~~ employee of the Water Agency or Sonoma County Fair and Exposition, Inc. who becomes a bona fide candidate for elective public office, may upon recommendation of the employee's ~~appointing authority~~ Agency Manager, take and be granted leave of absence without pay during all or any portion of the period of the employee's candidacy by delivering to the employee's department head at least ten (10) days written notice of intention to do so, specifying the dates upon which such leave shall begin and end. ~~Such officer or~~ The employee may, by further ten (10) days written notice delivered to the employee's department head, change the date upon which such leave shall end. ~~Such~~ This leave shall not extend beyond the period of time during which ~~such officer or~~ the employee is a bona fide candidate for elective public office.

17.2122 Family Care & Medical Leave

17.2122.1 Each eligible employee is entitled to family care and medical leave as provided by the Family and Medical Leave Act (FMLA) and the California

Family Rights Act (CFRA), as amended. The leaves under FMLA and CFRA will run concurrently to the extent permitted by law.

17.2122.2 Eligibility

To be eligible for family care and medical leave, on the date on which leave is to begin, a full-time or part-time employee must have been employed by the County for at least twelve (12) months, which need not be consecutive, and have actually worked at least 1,250 hours of service during the twelve (12) month period immediately preceding the commencement of the leave.

17.2122.3 Family Care And Medical Leave Entitlement

Subject to the provisions of this MOU, County policy, and state and federal law, including the federal FMLA and the CFRA, an eligible employee is entitled to a total of twelve (12) workweeks of unpaid leave during any twelve (12) month period for any one, or more, of the following reasons:

17.2122.3.1 The birth of a child and to care for the newborn child (FMLA and CFRA);

17.2122.3.2 The placement with the employee of a child for adoption or foster care and care for the newly placed child (FMLA and CFRA);

17.2122.3.3 To care for the employee's child, parent, spouse, or domestic partner (CFRA only) who has a serious health condition. (Child is defined as biological, adopted, or foster child, stepchild, legal ward, or child of a person standing in loco parentis who is under 18 years of age or an adult dependent child. Parent is defined as biological, foster or adoptive parent, stepparent, or legal guardian. Parent does not include a parent-in-law.)

17.2122.3.4 Because of an employee's own serious health condition that makes the employee unable to perform the functions of the employee's position, except for disability on account of pregnancy, childbirth, or related medical conditions, which is covered by pregnancy disability leave. (Pregnancy disability counts toward only California Pregnancy Disability Leave (PDL) and FMLA leave.)

17.2122.3.5 Because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a U.S. National Guard or Reserve member on active duty (or has been notified of an impending call or order to active duty status) in support of a contingency operation (FMLA only).

The twelve (12) month period for FMLA/CFRA purposes is determined by a "rolling" twelve (12) month period measured backwards from the date an employee first uses FMLA/CFRA leave.

17.2122.4 Family Care And Medical Leave To Care For A Covered Servicemember With A Service Injury Or Illness

Subject to the provisions of this MOU, County policy, and state and federal law, including the FMLA, an eligible employee may take FMLA leave to care for a covered servicemember with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the servicemember.

17.2122.4.1 A eligible employee's entitlement under Section 20.10.4 is limited to a total of twenty-six (26) workweeks of leave during a single 12-month period to care for a covered servicemember with a serious injury or illness. The "single 12-month period" in which the 26-weeks-of-leave-entitlement described in this begins on the first day an employee takes leave to care for the covered servicemember.

17.2122.4.2 During the "single 12-month period" described above, an eligible employee's FMLA leave entitlement is limited to a combined total of twenty-six (26) workweeks of FMLA leave for any qualifying reason.

17.2122.5 Pay Status And Benefits

17.2122.5.1 Except as provided in this Article, the family care and medical leave will be unpaid. The County will, however, continue to provide County contributions toward the health plan premium during the period of family care and medical leave for up to twelve (12) work weeks on the same basis as coverage would have been provided had the employee not taken family care and medical leave. The employee will be required to continue to pay the employee's share of premiums payments, if any.

17.2122.5.2 Nothing in this Section shall preclude the use of medical or pregnancy disability leave in Section 17.7 (Medical or Pregnancy Disability) when the employee is medically incapacitated or disabled. If an employee does not qualify for continued benefits under this Section 17.20 or Section 15.7 (Medical or Pregnancy Disability Leave) and the employee wishes to continue benefit coverage, then Section 15.8 (Continuation of Health Benefits Coverage) applies.

17.2122.6 Relationship Of Family Care And Medical Leave To Other Leaves

Any leave of absence that qualifies as family care and medical leave and is designated by the County as family care and medical leave will be counted as running concurrently with any other paid or unpaid leave to which the employee may be entitled for the same qualifying reason. Section 17.22 identifies accrued paid leave which an employee may be required to use concurrently with unpaid family care and medical leave.

17.2122.7 Relationship To Pregnancy Disability Leave

The family care and medical leave provided under this section is in addition to any leave taken on account of disability due to pregnancy, childbirth, or related medical conditions for which an employee may be qualified under state law.

17.2122.8 Notice To The County

17.2122.8.1 The employee must provide written notice to the County as far in advance of the leave as possible and as soon as the employee reasonably knows of the need for the leave. If the need for the leave is foreseeable based on an expected birth, placement of a child for adoption or foster care or planned medical treatment, the notice must be provided at least 30 calendar days in advance of the leave, or if not reasonably known 30 calendar days before the leave, then as soon as reasonably practicable.

17.2122.8.2 The written notice must inform the County of the reasons for the leave, the anticipated duration of the leave and the anticipated start of the leave.

17.2122.8.3 The employee shall consult with the County and make a reasonable effort to schedule any planned medical treatment or supervision so as to minimize disruption to department operations.

17.2122.9 Medical Certification

17.2122.9.1 An employee's request for family care and medical leave to care for a child, a spouse, or a parent who has a serious health condition shall be supported by a certification issued by the health care provider of the individual requiring care. If additional leave is required after the expiration of the time originally estimated by the health care provider, the employee shall provide the County with recertification by the health care provider.

17.2122.9.2. An employee's request for family care and medical leave because of employee's own serious health condition shall be supported by a certification issued by the employee's health care provider.

17.2122.9.3 As a condition of an employee's return from leave taken because of the employee's own serious health condition, the employee is required to obtain certification from the employee's care provider that the employee is able to resume work.

17.2122.9.4 Employees are required to use the medical certification forms available from the County Human Resources Department to meet the certification and recertification requirements of this section.

17.2122.10 County's Response To Leave Request

It is the County's responsibility to designate leave, paid or unpaid, as family and medical leave-qualifying and to notify the employee of the designation.

17.2122.11 Dual Parent Employment

Where both parents are County employees, allowable leave for the birth, adoption, or foster care placement of a child or the care of an employee's ill parent is limited to a total of twelve (12) work weeks in a 12-month period between the two employees. Their family care and medical leave entitlement is not limited or combined for any other qualifying purpose.

17.2122.12 Employee's Status On Returning From Leave

Except as provided by law, on return from family care and medical leave, an employee is entitled to be returned to the same or equivalent position the employee held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. An employee has no right to return to the same position. Use of family care and medical leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee's FMLA/CFRA leave.

17.2122.13 FMLA/CFRA Procedures, Definitions, and Forms

A description of the required process and procedures to follow for intermittent leave and reduced leave schedules, forms to use when requesting family care and medical leave, and applicable definitions are included in the County Medical Leave Policy and found on the County Human Resources Department website, and are available from the Human Resources Department. The provisions of this Article 17 are subject to

Article 26, Grievance Procedure, of this MOU, but the County Medical Leave Policy is not subject to Article 26, Grievance Procedure, of this MOU.

17.2422.14 This Section 17.202 shall be interpreted as the legal minimum family care and medical leave available to eligible employees. The County may grant additional leave without pay under this Section 17.220 provided it is consistent with the applicable provisions of the Sonoma County Civil Service Rules, County leave policies, Section 20.1, and other provisions of this Memorandum.

Family Leave

~~Each eligible employee is entitled to Family and Medical Leave as provided by the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA) as amended. The leaves under FMLA and CFRA run concurrently as provided by law. A full-time or part-time employee with more than twelve (12) months of County service and at least one thousand two hundred and fifty (1,250) hours actually worked during the previous twelve (12) month period may request up to twelve (12) work weeks of Family Leave within a twelve (12) month period. In some circumstances, an extra-help employee may be eligible for Family and Medical Leave.~~

~~Reason for the Family Leave may be the birth or adoption of a child or the placement of a foster child (within one (1) year of the event) or the serious health condition of a child, spouse, parent or the employee's own serious health condition. Child is defined as a biological, adopted or foster child, stepchild, legal ward or child of a person standing in loco parentis who is under eighteen (18) years of age or an adult dependent child. Spouse is defined as a partner in marriage as defined in Civil Code Section 4100. Parent is defined as a biological, foster or adoptive parent, stepparent or legal guardian (does not include a parent in law). If both parents are County employees, the aggregate Family Leave may be limited to twelve (12) work weeks during any twelve (12) month period. This limitation does not apply to leave taken by one spouse to care for the other, to care for a seriously ill child or for the employee's own serious health condition. Under those circumstances, each of the employees would be entitled to twelve (12) weeks of Family and Medical Leave.~~

~~The appointing authority may grant such Leave Without Pay which qualifies as CFRA/FMLA in addition to the paid sick leave provided for in Article 19.13 upon submission of reasonable documentation. If the employee requests a paid or unpaid leave of absence for any reason which qualifies under CFRA/FMLA the County shall designate that the requested leave of absence run concurrently with the employee's CFRA/FMLA entitlement. Prior to going on a Leave Without Pay, which qualifies under CFRA/FMLA, an employee may be required to use certain accrued paid leave time. Please refer to Section 19.26 for the specific requirements. The County shall continue its contribution towards the health plan premium for up to twelve (12) work weeks of the leave. Nothing in this section shall preclude the use of medical or pregnancy disability leave in Article 17.7 when the employee is medically incapacitated or disabled.~~

~~If an employee does not qualify for continued benefits under this Section 19.25 or Section 17.7 (Medical/Pregnancy Disability Leave) and the employee wishes to continue benefit~~

coverage, then Section 17.8 (Continuation of Health Benefits Coverage) applies. If the event necessitating the Family Leave becomes known to the employee more than thirty (30) calendar days prior to the employee's need for the leave, the employee shall provide thirty (30) days written advance notice to the appointing authority. If the event becomes known to the employee less than thirty (30) days prior to the employee's need for a leave, the employee shall provide as much written advance notice as possible, and, at a minimum, a written notice no less than five (5) working days from learning of the event. If the event necessitating the leave is an emergency or is otherwise unforeseeable, the employee shall provide as much written advance notice as possible. If the leave is for a planned medical treatment, the employee must make a reasonable effort to schedule the treatment to avoid disruption of departmental operations. This provision shall be interpreted as the legal minimum Family and Medical Leave available to eligible employees. The appointing authority may grant additional leave without pay under this Section 19.25 provided it is consistent with the applicable provisions of the Sonoma County Civil Service Rules, County leave policies, Section 19 and other provisions of this memorandum.

17.2223 Employees will be required to use paid leaves before a leave of absence without pay as shown in the following table:

| Paid leave required to be used before leave without pay (LWOP) is approved. | | | | |
|--|---|-------------------|-------------------|---|
| Event | Sick | Vacation | CTO | Comment |
| <u>§ 17.8(a) Employee's own incapacity due to illness or injury</u> Employee's own illness | Yes, you may keep 40 hrs. | No | No | |
| <u>§ 17.8(b) During time needed by the employee to undergo medical or dental treatment or examination</u> Employee's pregnancy disability | Yes, you may keep 40 hrs. | No | No | |
| <u>§ 17.8(c) Pregnancy disability</u> Illness of a relative (as qualified in Section 15.2) | Yes, you may keep 40 hrs. (refer to Section 15.2(d)) | Yes No | Yes No | May keep 40 hrs. Any combination of Vac. & CTO |
| <u>§ 17.8(d) Illness of a child, spouse, domestic partner, etc.</u> Illness of a relative as defined in FMLA/CFRA* (not Art. 15.2 qualified) | No Yes, you may keep 40 hours. | Yes | Yes | May keep 40 hrs. in Any combination of Vac. & CTO |

Paid leave required to be used before leave
without pay (LWOP) is approved.

| Event | Sick | Vacation | CTO | Comment |
|---|------|----------|-----|--|
| § 197.20.3 Non-sick FMLA/CFRA* qualifying event (e.g., child bonding leave) | No | Yes | Yes | May keep 40 hrs. in any combination of Vac. & CTO |
| Education Leave | No | Yes | Yes | Must use all Vac. & CTO |
| Undisclosed reason or extended vacation | No | Yes | Yes | Must use all Vac. & CTO |

*Family & Medical Leave Act (FMLA)/California Family Rights Act (CFRA)

17.2324 Blood Donation Leaves – Time Off For Donating Blood

If an employee does not have sufficient time outside of working hours to donate blood, subject to department operational needs, the employee may without loss of pay take off up to one (1) hour of working time twice a year for the purpose of donating blood. The employee shall give the ~~employer-employee's~~ supervisor at least five (5) working day's notice that time off for donating blood is desired, in accordance with provisions of this Section (17.2324).

ARTICLE 18: COMPENSATION BENEFITS

18.1 Mileage Reimbursement

An employee who is authorized to use a motor vehicle for travel required in the performance of County work shall be reimbursed at the standard IRS business mileage rate.

18.2 Deferred Compensation

18.2.1 Deferred Compensation – Voluntary

The County agrees to maintain the current deferred compensation plan for bargaining unit members eligible under Federal law and the rules of the deferred compensation plan. Nothing herein renders County liable to the Union or any employee for a discontinuance of Internal Revenue Service or Franchise Tax Board approval of any County deferred compensation plan or portion thereof. The County and the Union agree to meet upon request of either party during the term of this Memorandum to consider the development of additional mutually agreeable deferred compensation investment options.

18.12.2 Deferred Compensation – County Paid Program

The County will establish a County-paid 457 Deferred Compensation Plan for bargaining unit members eligible under federal law and plan rules.

Effective FY ~~2104~~2004-2105-2005 deferred compensation of one-half percent (0.5%) for all eligible employees will cease and be re-directed towards the normal cost of implementing the 3% at 60 retirement enhancement, as agreed, making the County contribution zero (0).

18.12.3 Deferred Compensation – Employee Appeal

Employees may appeal to the Deferred Compensation Advisory Committee should they have a complaint regarding the administration of the program.

18.12.4 Deferred Compensation – Non-Grievability

The only deferred compensation issue that is grievable or arbitrable is whether the County has made its contribution.

18.12.5 Deferred Compensation – Program Modification

Nothing herein renders the County liable to the Union or any employee for a discontinuance of Internal Revenue Service or Franchise Tax Board approval of any County deferred compensation plan or portion thereof, or the employee becoming ineligible by law or the rules of the plan, to participate in the deferred compensation program(s).

18.3 414(h)(2) - Tax Deferred Retirement Contribution

~~Effective January 6, 1988, a~~All employees who belong to the retirement system shall have their wages adjusted according to Section 414(h)(2) of the Internal Revenue Code which will have the effect of deferring Federal and State income taxes on the retirement contributions.

~~21.4 Salary Enhancement Plans[Moved to Article 15, Health and Welfare Benefits for Active Employees.]~~

- ~~a) Effective January 1, 1991, eligible employees can participate in the County's Health Care Premium Conversion Plan, which under IRS Code Section 125 will allow eligible employees to make required health care premium contributions with pre-tax salary through payroll deduction. Benefits eligible for this diversion are premium contributions towards group health and dental insurance.~~
- ~~b) Effective January 1, 1991, eligible employees can open through the County a Health Care Reimbursement Account under IRS Code Section 105, which will allow eligible employees to use pre-tax salary set aside for reimbursement of employee's expenses not reimbursed or covered under health, dental, and vision~~

~~insurance plans. Such expenses include deductible, co pays, and qualified medical expenses not reimbursed by the employee's group health insurance plan.~~

- e) ~~The County will continue the Child and Dependent Care Assistance Plan under IRS Code Section 129 begun in 1989.~~
- d) ~~All of these salary deferral plans will be or have been implemented and administered by the County in accordance with applicable Federal and State laws and, as such, will not be subject to Article 27 of this MOU.~~

ARTICLE 19: LAYOFF AND RESTORATION

19.1 Layoff and Restoration - Water Agency

a) Applicability

The parties agree that the following layoff policy and procedures shall be applicable to employees of Sonoma County Water Agency who are covered by this Memorandum.

b) Force Reduction

Employees shall be subject to layoff whenever their positions are abolished, or whenever necessary because of lack of work or lack of funds.

c) Order of Layoff

- 1) Layoff procedures shall be applied on a Water Agency-wide basis. Where appropriate, after meeting and conferring with the Union, the Agency may authorize that layoff procedures be restricted to employees of one (1) or more divisions or small units of the Agency.
- 2) Whenever necessary to layoff one (1) or more employees in the Agency, in a division or unit in which there is more than one (1) employee in the class in which the layoff is necessary, employees shall be laid off in the following order:
 - (a) Extra-help and Provisional employees.
 - (b) Employees who have had their first merit increase extended or denied because of poor job performance.
 - (c) Full-time and part-time employees who have less than 1,040 hours of continuous County and Agency service.
 - (d) Part-time and full-time employees with more than 1,040 hours of continuous County and Agency service.

3) Continuous County and Agency service in the class in which the layoff occurs or in any other class having the same or higher salary allocation shall be counted as service in the affected class. Employees with less total continuous County and Agency service in the affected class shall be laid off before those with greater total continuous County and Agency service in the affected class. Continuous part-time service shall be prorated on an hour-for-hour basis in its relationship to full-time work.

4) For purposes of this Section 19.1, continuous service means continuous employment by the County or Water Agency, ~~whether with or without pay in paid or unpaid status.~~

d) Displacement

1) A full-time or part-time employee who is laid off and who has greater total continuous County and Agency service than another employee in the Agency in another class with the same or lower salary allocation, and which class the employee previously occupied in good standing and for which the employee is qualified for certification, transfer or voluntary demotion, may elect to displace the junior employee in the Agency in the class in accordance with the rules on the order of layoff (Section 19.1(c)). An employee who is displaced shall be laid off and replaced by the employee who displaces him/her.

2) An employee who is displaced because of layoff may in the same manner displace an employee who is junior to him/her.

3) Should an employee have the right to displace in more than one class, the employee shall first displace in the class with the highest allocated salary.

e) Restoration

1) Each person other than extra-help or provisional who has been laid off or displaced from, or who has in lieu of layoff been demoted voluntarily from a position which the employee occupied in good standing shall, in writing by certified mail, be offered restoration to a vacant position in the classification from which the employee was laid off, which the County determines to fill within two (2) years after the date the employee is laid off or displaced. The Agency shall make a reasonable attempt to notify an employee who is eligible for restoration. If an employee cannot be reached within thirty (30) calendar days, the right to restoration shall be forfeited. Should an employee not accept restoration within five (5) regular Agency business days after the receipt of the offer or should the employee decline to begin work within fifteen (15) regular Agency business days after the receipt of the offer, the employee shall be declared unavailable and shall forfeit the right to restoration unless further offer of restoration is granted by the General Manager.

2) Whenever more than one person has been laid off and/or displaced in the same class in the Agency, the order of restoration shall be in reverse of the

order of layoff. An employee who has restoration rights in more than one class because of layoff or displacement in more than one class, shall have restoration rights in each of the classes from which the employee was laid off or displaced. Refusal to accept restoration in one class does not eliminate the right to restoration in the other class or classes.

- 3) Whenever a person is unavailable for restoration, the next senior person who is eligible for restoration shall be offered restoration in the same manner and under the same conditions. Should there be no person eligible and available for restoration, the position shall be filled by the Agency.
- 4) A person who has forfeited for restoration may, within ten (10) regular Agency business days after forfeiture, request in writing to the General Manager that the employee be considered for a further offer of restoration, should such occur within one (1) year after layoff or displacement. The employee's request shall contain a full explanation of the reason for the employee's unavailability. Within thirty (30) calendar days after the request is filed the General Manager shall either grant or deny the request. The General Manager may specify conditions under which the further offer of restoration may be granted.

f) Appeals

- 1) The Board of Directors of the Sonoma County Water Agency shall act as a separate and final hearing body for layoff appeals for all full-time and part-time employees. Extra-help employees have no appeal rights.
- 2) Implementation of a layoff decision may be appealed by an employee laid off; however, the decision to layoff may not be appealed.
- 3) Any formal written notice to a part-time or full-time employee stating that the employee is subject to layoff or layoff resulting from displacement may be appealed as follows:
 - (a) Within ten (10) regular Agency business days from the receipt of the notice, an employee may, within the provision of Section ~~2219.1~~(F)(2), appeal the action to the General Manager.
 - (b) Within five (5) regular Agency business days after receiving the appeal, the General Manager shall give a written decision to the employee.
 - (c) If the employee is not satisfied with the decision in (f)(3)(b) above, the employee may, within five (5) regular Agency business days after receiving the decision, appeal the decision to the Agency's Board of Directors.
 - (d) The Agency's Board of Directors shall review an appeal resulting from Section 19.1(f)(3) above, within twenty-one (~~2221~~) days. This review and appeal procedure which applies to layoff and displacement action in no

way supersedes restoration appeal procedures set forth under Section 19.1(e).

~~e)~~(e) This Article is not grievable nor arbitrable.

19.2 Layoff and Restoration - Sonoma County Fair and Exposition, Inc.

a) Applicability

The parties agree that the following layoff policy and procedures shall be applicable to employees of Sonoma County Fair and Exposition, Inc. (hereinafter referred to as Fair) who are covered by this Memorandum.

b) Force Reduction

Employees shall be subject to layoff whenever their positions are abolished, or whenever necessary because of lack of work or lack of funds.

c) Order of Layoff

- 1) Layoff procedures shall be applied on a Fairgrounds-wide basis. Where appropriate, after meeting and conferring with the Union, the Fair may authorize that layoff procedures be restricted to employees of one or more divisions or small units of the Fair.
- 2) Whenever necessary to layoff one (1) or more employees in positions allocated by the Board of Supervisors at the Fair, in a division or unit in which there is more than one (1) employee in the class in which the layoff is necessary, employees shall be laid off in the following order:
 - (a) Extra-help and Provisional employees.
 - (b) Employees who have had their first merit increase extended or denied because of poor job performance.
 - (c) Full-time and part-time employees who have less than 1,040 hours of continuous County and Fair service.
 - (d) Part-time and full-time employees with more than 1,040 hours of continuous County and Fair service.
- 3) Continuous County and Fair service in the class in which the layoff occurs or in any other class having the same or higher salary allocation shall be counted as service in the affected class. Employees with less total continuous County and Fair service in the affected class shall be laid off before those with greater total continuous County and Fair service in the affected class. Continuous part-time service shall be prorated on an hour-for-hour basis in its relationship to full-time work.

- 4) For purposes of this Section 19.2, continuous service means continuous employment by the County or Sonoma County Fair and Exposition, Inc., ~~whether with or without pay~~ in paid or unpaid status.

d) Displacement

- 1) A full-time or part-time employee who is laid off and who has greater total continuous County and Fair service than another employee of the Fair in another class with the same or lower salary allocation, may elect to displace the junior employee of Fair in the class in accordance with the rules on the order of layoff (Section 19.2(c)) if the employee previously occupied a position in the class in good standing and if the employee is qualified for transfer or voluntary demotion to the class. An employee who is displaced shall be laid off and replaced by the employee who displaces him/her.
- 2) An employee who is displaced because of layoff may in the same manner displace an employee who is junior to him/her.
- 3) Should an employee have the right to displace in more than one class, the employee shall first displace in the class with the highest allocated salary.

e) Restoration

- 1) Each person other than extra-help or provisional who has been laid off or displaced from or who has in lieu of layoff been demoted voluntarily from a position which the employee occupied in good standing shall, in writing by certified mail, be offered restoration to a vacant position in the classification from which the employee was laid off, which Fair determines to fill within two (2) years after the date the employee is laid off or displaced. The Fair shall make a reasonable attempt to notify an employee who is eligible for restoration. If an employee cannot be reached within thirty (30) calendar days, the right to restoration shall be forfeited. Should an employee not accept restoration within seven (7) days after the receipt of the offer or should the employee decline to begin work within twenty-one (~~22~~21) days after the receipt of the offer, the employee shall be declared unavailable and shall forfeit the right to restoration unless further offer of restoration is granted by the Fair Manager.
- 2) Whenever more than one person has been laid off and/or displaced in the same class at Fair, the order of restoration shall be in reverse of the order of layoff. An employee who has restoration rights in more than one class because of layoff or displacement in more than one class, shall have restoration rights in each of the classes from which the employee was laid off or displaced. Refusal to accept restoration in one class does not eliminate the right to restoration in the other class or classes.
- 3) Whenever a person is unavailable for restoration, the next senior person who is eligible for restoration shall be offered restoration in the same manner and

under the same conditions. Should there be no person eligible and available for restoration, the position shall be filled by Fair.

- 4) A person who has forfeited for restoration may, within ten (10) days after forfeiture, request in writing to the Fair Manager that the employee be considered for a further offer of restoration, should such occur within one (1) year after layoff or displacement. The employee's request shall contain a full explanation of the reason for the employee's unavailability. Within thirty (30) days after the request is filed the Fair Manager shall either grant or deny the request. The Fair Manager may specify conditions under which the further offer of restoration may be granted.

f) Appeals

- 1) The Sonoma County Fair Board shall act as a separate and final hearing body for layoff appeals for all full-time and part-time employees. Extra-help employees have no appeal rights. The Fair Board will hear any such appeal(s) unless and until Fair amends its by-laws to give to the Personnel Committee of the Fair Board the authority to hear such appeals. Any such by-laws amendment would not be subject to meet and confer.
- 2) Implementation of a layoff decision may be appealed by an employee laid off; however, the decision to layoff may not be appealed.
- 3) Any formal written notice to a part-time or full-time employee stating that the employee is subject to layoff or layoff resulting from displacement may be appealed as follows:
 - (a) Within fourteen (14) days from the receipt of the notice, an employee may, within the provision of Section 19.2(f)(2), appeal the action to the Fair Manager.
 - (b) Within seven (7) days after receiving the appeal, the Fair Manager shall give a written decision to the employee.
 - (c) If the employee is not satisfied with the decision in (f)(3)(b) above, the employee may, within seven (7) days after receiving the decision, appeal the decision to the Fair Board.
 - (d) The Fair Board shall review an appeal resulting from Section ~~22~~19.2(f)(3) above, within twenty-one (~~22~~21) days.

This review and appeal procedure which applies to layoff and displacement action in no way supersedes restoration appeal procedures set forth under Section 19.2(e).

- g) This Article is not grievable nor arbitrable.

ARTICLE 20: DISCIPLINE

20.1 Discipline Notice and Hearing – Water Agency

- a) The General Manager may take disciplinary action against any employee of the Water Agency.
- b) For purposes of this article, full-time employee means a full-time employee as defined in this Memorandum who has completed six (6) months of satisfactory full-time service (1,040 hours) in an allocated position. For purposes of this article, a part-time employee means a part-time employee defined in this Memorandum who has completed 1,040 hours of satisfactory service in an allocated position.
- c) All employees other than full-time or part-time employees serve at the pleasure of the General Manager of the Water Agency.
- d) The General Manager may dismiss, suspend or involuntarily demote a full-time or part-time employee only for cause.
 - 1) If the General Manager proposes to dismiss, suspend or involuntarily demote a full-time or part-time employee, he shall provide the employee with written notice of the charge or charges and materials upon which the proposed action is based prior to any final disciplinary action being taken. The employee may waive the right to respond. Responses, if made, may be oral or in writing and shall be communicated to the General Manager within five (5) business days following the date of service of notice. If mutually agreed to, the General Manager may extend the time to respond. If no response or request for extension of time to respond is received by the General Manager within such five (5) days, the right to respond will be deemed waived. The General Manager may place the affected employee on leave of absence with pay during the five (5) day response period. On written request within such five (5) days by the employee showing good cause therefore, the General Manager may extend the time for response for a reasonable period and, if mutually agreed to, may place the employee on leave with pay during the extended response period. The General Manager shall consider the response, if any, of the employee in determining the propriety and nature of disciplinary action.
 - 2) If the General Manager determines to dismiss, suspend or involuntarily demote a full-time or part-time employee, the order of the General Manager shall be in writing and shall state specifically the reasons for the action. The employee may appeal a decision of the General Manager to dismiss, suspend or involuntarily demote the employee by filing a petition for hearing with the Board of Directors within ten (10) business days of receipt of the order. The petition shall state whether the employee requests an open or closed hearing.
 - 3) Within thirty (30) days of receipt of a petition, the matter shall be placed on the agenda of the Board of Directors for purposes of setting a hearing date.

- 4) The Board of Directors may, in its discretion, appoint a hearing officer to hear the appeal. If all parties mutually agree, the hearing will be conducted by a member of the California Bar Association, or an Administrative Law Judge or a hearing officer selected from a list provided by the State Conciliation Service. If no agreement is reached, the Board of Directors will select a hearing officer from the above list or at their discretion may hear the appeal. The hearing shall be conducted in the manner of hearings conducted under the Administrative Procedure Act. A hearing before the hearing officer shall be conducted in the manner of hearings conducted under the Administrative Procedure Act. The hearing officer may affirm, modify or revoke a decision of the General Manager. The decision of the hearing officer shall be final.
- 5) At a hearing before the Board of Directors witnesses shall testify under oath and there shall be a right to cross-examination. There shall be no right to discovery. The hearing need not be conducted according to technical rules relating to evidence and witnesses. The rules of evidence and the manner of producing evidence shall be those rules set forth in Section 11513 of the Government Code for the conduct of hearings under the Administration Procedure Act. The decisions of the Board shall be final.
- 6) At either a hearing before a hearing officer or before the Board of Directors, the appointing authority shall have the burden of proving the charges by a preponderance of the evidence. The appointing authority shall open the case and present his evidence. The employee shall then present his defense. Thereafter, each side may present rebuttal evidence.
- 7) Any decision made by the Board of Directors pursuant to this article is a personnel matter and the Board may hear and consider the matter in closed session.
- 8) Costs of a hearing officer shall be shared by the parties. If a party requests a court reporter, it shall bear the costs associated therewith, and shall provide a copy of the transcript to the other party and the hearing officer without charge.
- 9) This article shall not be construed to create any property right that would give rise to procedural due process beyond that specifically described herein.
- 10) This article is not subject to grievance or arbitration under the procedures in this Memorandum or pursuant to any other procedure or policy of the County.

20.2 Discipline Notice And Hearing – Sonoma County Fair

- a) The Fair Manager may take disciplinary action against any employee of the Sonoma County Fair.
- b) For purposes of this article, full-time employee means a full-time employee as defined in this Memorandum who has completed six (6) months of satisfactory full-time service (1,040 hours) in an allocated position. For purposes of this Article, a

part-time employee means a part-time employee defined in this Memorandum who has completed 1,040 hours of satisfactory service in an allocated position.

- c) All employees other than full-time or part-time employees serve at the pleasure of the Fair Manager.
- d) The Fair Manager may dismiss, suspend or involuntarily demote a full-time or part-time employee only for cause.
 - 1) If the Fair Manager proposes to dismiss, suspend or involuntarily demote a full-time or part-time employee, he shall provide the employee with written notice of the charge or charges and materials upon which the proposed action is based prior to any final disciplinary action being taken. The employee may waive the right to respond. Responses, if made, may be oral or in writing and shall be communicated to the Fair Manager within five (5) business days following the date of service of notice. If mutually agreed to, the Fair Manager may extend the time to respond. If no response or request for extension of time to respond is received by the Fair Manager within such five (5) days, the right to respond will be deemed waived. The Fair Manager may place the affected employee on leave of absence with pay during the five (5) day response period. On written request within such five (5) days by the employee showing good cause therefore, the Fair Manager may extend the time for response for a reasonable period and, if mutually agreed to, may place the employee on leave with pay during the extended response period. The Fair Manager shall consider the response, if any, of the employee in determining the propriety and nature of disciplinary action.
 - 2) If the Fair Manager determines to dismiss, suspend or involuntarily demote a full-time or part-time employee, the order of the Fair Manager shall be in writing and shall state specifically the reasons for the action. The employee may appeal a decision of the Fair Manager to dismiss, suspend or involuntarily demote the employee by filing a petition for hearing with the Board of Directors of the Sonoma County Fair within ten (10) business days of receipt of the order. The petition shall state whether the employee requests an open or closed hearing.
 - 3) Within thirty (30) days of receipt of a petition, the matter shall be placed on the agenda of the Board of Directors of the Sonoma County Fair for purposes of setting a hearing date.
 - 4) The Board of Directors of the Sonoma County Fair may, in its discretion, appoint a hearing officer to hear the appeal. If all parties mutually agree, the hearing will be conducted by a member of the California Bar Association, or an Administrative Law Judge or a hearing officer selected from a list provided by the State Conciliation Service. If no agreement is reached, the Board of Directors of the Sonoma County Fair will select a hearing officer from the above list or at their discretion may hear the appeal. The hearing shall be conducted in the manner of hearings conducted under the Administrative Procedure Act. A hearing before the hearing officer shall be conducted in the manner of hearings conducted under the Administrative Procedure Act. The hearing

officer may affirm, modify or revoke a decision of the Fair Manager. The decision of the hearing officer shall be final.

- 5) At a hearing before the Board of Directors of the Sonoma County Fair witnesses shall testify under oath and there shall be a right to cross-examination. There shall be no right to discovery. The hearing need not be conducted according to technical rules relating to evidence and witnesses. The rules of evidence and the manner of producing evidence shall be those rules set forth in Section 11513 of the Government Code for the conduct of hearings under the Administration Procedure Act. The decisions of the Board shall be final.
- 6) At either a hearing before a hearing officer or before the Board of Directors of the Sonoma County Fair, the appointing authority shall have the burden of proving the charges by a preponderance of the evidence. The appointing authority shall open the case and present his/her evidence. The employee shall then present his/her defense. Thereafter, each side may present rebuttal evidence.
- 7) Any decision made by the Board of Directors of the Sonoma County Fair pursuant to this article is a personnel matter and the Board may hear and consider the matter in closed session.
- 8) Costs of a hearing officer shall be shared by the parties. If a party requests a court reporter, it shall bear the costs associated therewith, and shall provide a copy of the transcript to the other party and the hearing officer without charge.
- 9) This Article shall not be construed to create any property right that would give rise to procedural due process beyond that specifically described herein.
- 10) This Article is not subject to grievance or arbitration under the procedures in this Memorandum or pursuant to any other procedure or policy of the County.

ARTICLE 21: SAFETY

21.1 Shared Safety Obligations

The County is committed to providing a safe and healthy workplace for its employees. It is the duty of all employees to follow safe work practices and procedures and to report any unsafe practices or conditions to their immediate supervisor or designee.

21.2 Safety Program

The County provides an Occupational Safety and Health Program in accordance with Sonoma County Administrative Policy 6-4 Safety Management Policy and Sonoma County Safety Management Program adopted by the Board of Supervisors on February 26, 2008, Resolution #08-0157.

21.3 Safety – Hazard Report, Action, Appeals Process

All hazard reports, actions, and appeals shall follow the process contained in the County of Sonoma Safety Management Policy, Administrative Policy 6-4, and Sonoma County Safety Management Program, and shall not be grievable.

21.4 Safety Training

The County shall continue a County-wide training program for employees, subject to the review and approval of the County-wide committee. Safety training shall include training in identification and correction of health and safety hazards, training in safe work practices, training in hazard reporting and appeal processes, training in CAL-OSHA regulations and procedures. Safety training shall be provided employees on a regular basis. Written records shall be maintained by the Safety Coordinator reflecting the date, duration, and subject matter of any training provided. Training shall be conducted at the lowest practical level of supervision.

21.5 Non-Grievability

This Article 21 is not grievable nor arbitrable.

21.6 Cooperative Committee

21.6.1 To foster union-management cooperation, Local 39 and the County agree to convene as needed and no more frequently than four (4) times during a calendar year a Cooperative Committee composed of no more than six (6) employee bargaining unit members, chosen by the Union, in addition to the Union Business Representative, and six (6) County representatives.

21.6.2 Either the Union or the County may request a meeting of the committee. An agenda will be developed prior to the meeting by the Union Business Representative and a designated County representative. The purpose of the Cooperative Committee is to discuss ideas, as agendized, that impact bargaining unit members and/or bargaining unit work, and aim at improving performance, mutual welfare and public benefit within the County departments and divisions that include bargaining unit members. The Committee, however, will not consider matters within the scope of bargaining or matters that are the subject of a grievance. Without prior mutual agreement between the County and the Union, no Cooperative Committee meeting shall exceed one (1) hour.

21.6.3 The parties understand and agree that this Section 21.6 does not abrogate or imply the abrogation of any provision of this MOU. After a trial period consisting of four (4) Cooperative Committee meetings, either the Union or the County may terminate this Section 21.6. This Section 21.6 is not subject to Article 26, Grievance Procedure.

ARTICLE 22: MISCELLANEOUS PROVISIONS

22.1 Emergency Meals

~~An appointing authority~~ The County may arrange for meals to be provided at County expense to employees who are required to be kept on duty for prolonged periods of time or for emergency situations.

22.2 Employment In More Than One Position

Except for working elections as provided by resolution of the Board of Supervisors, no person employed in a full-time position may be employed by the County of Sonoma in any other full-time, part-time or extra help position, nor shall any person be employed by the County in two (2) or more part-time positions which will, in combination, provide for more than eighty (80) hours of regularly scheduled work in any bi-weekly pay period.

22.3 Nondiscrimination For Union Activity

This MOU shall be equally applied to all employees without discrimination as to Union activity. Disputes over this provision shall be subject to the grievance procedure in Article 26.

22.4 No Discrimination

Provisions of this Memorandum of Understanding shall be equally applied to all employees in the unit without unlawful discrimination as to age, sex, race, color, natural origin, ancestry, religion, physical ~~handicap~~ disability, mental disability, medical condition (e.g., cancer related), genetic information, marital status, gender, gender identity, gender expression, or sexual orientation. The parties agree that the prohibition against sexual discrimination include sexual harassment. The County and the Union shall equally share the responsibility of the application of this provision. An employee alleging unlawful discrimination may utilize the County's Equal Employment Opportunity Discrimination Complaint Procedure to first seek adjustment of a complaint, but may not use the Grievance Procedure of this Memorandum of Understanding.

22.5 Water Agency Personnel Policies

22.5.1 Classification

The Board of Directors of the Water Agency will establish job classifications and job specifications for each Agency job classification in accordance with procedures established for County job classifications.

Whenever the General Manager proposes that a new position be created or an existing position abolished, the General Manager shall report the justification in writing to the County Administrator with a copy to the Director of Human Resources. Should the County Administrator concur with the recommended change, a copy of the report and recommendation

to the Board of Directors shall be furnished in advance to the appropriate employee organization.

Whenever the General Manager, employee or employee organization believes that a significant change has occurred in the duties and responsibilities of an existing position, which are outside the duties of the current classification, he/she/it shall report the significant facts in writing within thirty (30) County business days to the Director of Human Resources, with a copy to the County Administrator and as applicable to the appropriate employee organization for study and a recommendation report to the Board of Directors. The Human Resources Department staff report shall be presented at a regular meeting of the Board of Directors at which all interested parties shall be given an opportunity to be heard. All interested parties involved in the study, including the employee and the union if applicable, shall be furnished copies of the Human Resources Department staff report at least ten (10) working days prior to the Board of Directors meeting.

Where the Board of Directors finds that there are significant factors which justify a change in classification of a position, the Board of Directors will place the position in the appropriate class. Where the Board of Directors finds that a change in classification is not justified, it shall so inform the department, employee, and/or the employee organization.

A reclassified position shall be filled through certification from the employment list unless the Board of Directors provides for retention of the incumbent. The Board of Directors may retain the incumbent of a reclassified position if the incumbent has satisfactorily performed the duties of the position continuously for at least one (1) year.

22.5.2 Hiring Procedures

- a) Hiring Authority--Employment of Staff. The General Manager shall have the authority to hire employees of the Agency.
- b) Hiring Procedures. The General Manager shall use the resources of the County Human Resources Department in the hiring of regular and temporary employees in accordance with Resolution No. DR 42365 of the Board of Directors, dated October 15, 1973, establishing certain rules and regulations for the administration of the Agency's business.

Recruitment-Regular Position. With respect to regular positions, the County Human Resources Department will conduct a recruitment and examination to establish an employment list of eligible candidates in accordance with the procedures used to establish employment lists for County positions. The Human Resources Department will certify the names of all ~~such~~ candidates or ~~such~~ any lesser number as the Agency shall request to the General Manager for consideration and selection. The list shall be prepared in the same manner, including, but not

limited to, allocation of promotional and veteran's bonus points, and for the same length of time as a County recruitment list. The name of an employee or a former employee may be added to the list on the same basis that a current or former County employee could be added as a free name to a County recruitment list. For example, a regular Agency employee who resigns in good standing pursuant to this Policy may, within five (5) years of his or her resignation, request in writing that he or she be considered for reappointment to (a) the classification from which he or she resigned, (b) a classification in which he or she formerly held a position, or (c) a lower level classification in the same series of either of the two preceding classifications. If the General Manager would rehire the employee, his or her the former employee's name may be added to a list.

Promotional Certification List. If the General Manager requests a promotional certification list, the Human Resources Director shall certify to the General Manager a list of names of those candidates from the Water Agency having the three (3) highest standings on the employment list as determined by the final examination score.

Temporary Employees. With respect to temporary employees, the County Human Resources Department shall follow the same process for preparing a list of eligible candidates as it does for an extra-help recruitment for county employment.

Candidate Appeal Procedures. Agency employees who are candidates for regular positions have appeal rights to the Director of Human Resources on the same basis as County employees. A candidate may appeal in writing to the Director of Human Resources specific test items in a written or performance examination prior to notification of examination results on the basis of typographical error, incorrect keying or factual error. A written appeal must be delivered or postmarked within seven (7) regular County business days immediately following the day(s) the examination is given. After written notice of the results of an examination, including an unassembled examination/application appraisal, a candidate may appeal on the basis of erroneous scoring, fraud in rating, or improper conduct of examination. Appeals of examination results must be delivered or postmarked within seven (7) regular County business days immediately following the postmark mailing date of the notice of examination results. The Director of Human Resources shall investigate each examination appeal and may grant relief ~~which that he/she~~ the Director finds to be justified. If the Director of Human Resources does not resolve the appeal to the satisfaction of the appellant, the employee may, within seven (7) regular County business days after postmark of written notice of the Director's decision, appeal ~~such the~~ the decision in writing to the Director of Human Resources requesting an appeal hearing. If all parties mutually agree, the hearing will be conducted by a member of the California Bar Association, or an Administrative Law Judge or a hearing officer

provided by the State Conciliation Service. If no agreement is reached, the Board of Directors will select a hearing officer from the above list or at ~~their~~ the Board's discretion may hear the appeal.

The hearing shall be conducted in the manner of hearings conducted under the Administrative Procedure Act. The hearing officer may affirm, modify or revoke the decision of the Human Resources Director. The decision of the hearing officer or Board shall be final.

An employee alleging unlawful discrimination in the final job interview selection process is encouraged to utilize the County's Equal Employment Opportunity Discrimination Complaint Procedure.

22.5.3 Promotional Procedures

- a) Agency Positions: Vacancies in allocated positions at the Agency shall be filled by promotion whenever practical and in the best interest of the Agency. Promotional recruitment and examinations shall be conducted by the Human Resources Department in the same manner as open examinations, except that eligibility is limited to: (1) regular employees of the Agency; and (2) County employees with permanent or probationary status in allocated positions. For each eligible employee, whether part-time or full-time, one (1) service point shall be added to ~~his or her~~ the employee's final examination score for each completed year of continuous service. Service points are computed to the final filing date, to a maximum of five (5) points for up to five (5) years of continuous service. Promotional points shall be given to an employee who was laid off and reinstated within two (2) years of the date of layoff. The time between layoff and reinstatement shall not count as service.

The final examination score for each candidate shall be a whole number of points, not to exceed one hundred (100) points. For this purpose, each score which is greater than a whole number by 0.5 or more shall be counted as the next greater whole number. Each score which is greater than a whole number by less than 0.5 shall be counted as the nearest whole number.

- b) County Positions: Regular employees of the Agency are allowed to participate in County promotional examinations. When authorized by the Civil Service Commission, regular employees of the Agency shall be granted promotional points in County promotional examinations in the same manner as similarly situated County employees. Continuous service as a regular employee with the Agency and/or the County shall count toward the computation of promotional points.

22.5.4 Provisional Appointments

Whenever it is necessary to fill a vacancy and an employment list with at least three (3) eligible candidates is not available, the General Manager

may, with the approval of the Director of Human Resources, appoint to the position any person who has filed an application and who meets the minimum qualifications for the class. The Human Resources Department shall make reasonable effort to ~~se-~~schedule examinations so that provisional appointments do not exceed six (6) months. A provisional appointment shall be terminated within one (1) month after the date of certification to the General Manager of candidates who are available for employment.

22.5.5 Temporary Promotions

When an incumbent of a position is on extended leave or a position becomes vacant and it is necessary to fill the position temporarily, the General Manager may request the Director of Human Resources to authorize ~~him/her~~the General Manager to make a temporary promotion from a directly related, lower level job class. Whenever possible, candidates for temporary promotion should be selected from a certifiable employment list. The individual selected does not have future restoration rights to the higher level class as a result of the temporary promotion. When the position is permanently filled or the incumbent returns to work, the individual temporarily promoted will be returned to his/her former job class.

22.5.6 Transfer

Regular employees of the Agency may transfer to an allocated position in a County Department with the approval of the General Manager, the County Director of Human Resources and the affected County Department Head. Before ~~such a~~ transfer will be approved, ~~it the~~ County must be ~~verified~~ that ~~such the~~ employees ~~were~~was hired by the Agency through a competitive examination process equivalent to that used by the County in selecting regular employees. A County employee occupying a permanently allocated position may transfer to the Agency if approved by the General Manager, the County Director of Human Resources and ~~his or her~~the employee's Department Head. ~~Employees transferring from the County to the Water Agency shall have their vacation, sick leave, salary step, seniority and other such benefits determined in accordance with the Sonoma County Salary Resolution, Section 2.3, or its successor.~~

~~The parties agree that employees governed by the transfer of Sanitation from the Department of Public Works to Sonoma County Water Agency, approved by the Board of Supervisors on December 14, 1993, shall be transferred according to the above provisions.~~

22.6 Retirement Credit for Prior Public Service

~~In addition to any other retirement buyback provision, e~~Employees who are contributing members of the Sonoma County Employees' Retirement Association can purchase retirement credit for public service time rendered prior to employment

with the County of Sonoma pursuant to Government Code Sections 31641.1 and 31641.2, during the term of this MOU.

~~25.7 Human Resources Management System (HRMS) Reopener~~

~~The parties agree that the County may exercise a reopener during the term of the agreement to meet and confer on changes that may be necessary due to the implementation of the County's new Human Resources Management System (HRMS).~~

22.7 Distribution

This Memorandum is available on-line at the County's inter-net and intra-net sites.

~~25.8 Direct Deposit [Moved to Article 7.]~~

~~The County will continue to make a deposit of a participating employee's pay checks directly to their bank or credit union accounts. The effective date of deposit will be one day after the regularly scheduled date of payroll issue.~~

ARTICLE 23: NO STRIKE

23.1 Union Representation

A material inducement to County's execution of this Memorandum is the Union's representation that the employees it represents will loyally and fully perform their respective duties in an efficient manner so as to provide maximum service to the public, and that the Union will fully perform its obligations owed to the County.

23.2 Prohibited Activity

Accordingly, the Union and the employees it represents agree not to engage in any work stoppage activities during the term of this Memorandum, including but not limited to, strikes (including sympathy strikes), slowdown, sick-ins, or other ~~such~~ concerted activities against the County.

23.3 Union Responsibilities

The Union shall not be liable to the County for "wildcat" job action by the employees it represents. The Union shall use its best efforts to prevent any ~~such~~ "wildcat" job action and shall: encourage its members, at the earliest possible time, to discontinue the job action; immediately declare in writing delivered to the County and publicize that ~~such~~ the job action is illegal and unauthorized; and direct its members in writing to cease ~~such~~ the conduct and resume work.

23.4 Written Assurances

This promise by the Union is both a covenant and a condition precedent to the continuing performance by the County of any obligation whatsoever owed by the

County to the Union or the employees it represents during the term of this Memorandum. If the County is at any time uncertain of the Union's continued performance, it may demand, and the Union will provide, written assurances of its continued good faith performance of this Memorandum.

23.5. No Lockout

The County agrees that it will not cause a lockout of employees during the term of this Memorandum. The parties agree that the term "lockout" does not apply to a layoff consistent with the layoff provision of this Memorandum nor to job related discipline of an employee.

ARTICLE 24: AGENCY SHOP SERVICE FEE

24.1 Union -- Fair and Equal Representation

It is recognized that the Union must provide fair and equal representation to all employees in all represented classes without regard to Union membership or non-membership.

24.2 Agency Shop -- Service Fee

As a condition of employment, all represented employees must be members or service fee payers of the Union. If any employee does not voluntarily make application for membership or service fee status within forty-five (45) days of the effective date of this section or within forty-five (45) days of beginning work, whichever is later, the County shall enroll the employee as a service fee payer automatically and by default. The County shall deduct the service fee from the employee's paycheck. Payroll deductions shall be made bi-weekly. However, the initial deduction for any employee shall not begin unless either a voluntary authorization for deduction of Union dues or a service fee has been properly executed or the 45-day application period for considering voluntary enrollment has expired. Changes in the amount of the monthly membership dues must be delivered to the ACTTC, Payroll Division, at least thirty (30) calendar days prior to the last pay day of the calendar month prior to the change becoming effective.

All sums deducted by the County shall be remitted to the Union at an address given to the County by the Union, by the tenth (10) calendar day following the pay period when the deductions were made, together with a list of names and the amount deducted for each employee for whom a deduction was made. The County will also notify the Union of the name of each employee who revokes his "Voluntary Authorization for Deduction of Union Dues." This does not apply to "Special Assessments or penalties" levied by the Union that are over and above the regular paid dues.

24.3 Agency Shop – Religious Exemption

Any employee who is a member of a religious organization whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Union. Such employee(s) shall execute a written declaration that the employee is a member of a bona fide religion, body or sect which holds a conscientious objection to joining or financially supporting any public employee organization as a condition of employment. Such employee(s) shall pay, in lieu of a service fee a sum equal to such fee to a non-religious, non-labor charitable fund(s) exempt from taxation, chosen by the employee from those charities listed with the charitable federations that participate in the County's combined fund drive.

24.4 Agency Shop – Separation from Unit - Exception

The provisions of Section 24.2 above shall not apply during periods of separation from the eligible bargaining unit by any employee otherwise subject to that Article but shall reapply to such employee following the first full pay period following the return of the employee to the bargaining unit. The term "separation" includes layoffs, transfer out of the covered bargaining units by request, promotion, demotion, reclassification or for any other lawful reason, and leaves of absence of a duration of more than one (1) full pay period, whether paid or unpaid and for any reason, including disability.

24.5 Agency Shop – Chargeable Costs

To the extent authorized by law, the costs of its collective bargaining activities shall be considered by the Union when making a determination of the amount of the agency shop service fee authorized by this Article. Examples of chargeable costs include but are not limited to (1) expenditures for labor contract negotiations (e.g., the fees and expenses of the Union representative and staff support, including research of and preparation for negotiating matters within the scope of representation); and (2) expenditures for administration of contracts (e.g., meetings and discussions with management concerning grievances under the contracts, meetings with employees as part of grievance resolutions, and costs of representatives for arbitrations and staff support including research and preparation).

24.6 Agency Shop – Non-Chargeable Costs

Currently, the following activities are not included in the calculation or determination of the agency shop service fee:

- a) Lobbying or other political activity except as authorized by law;
- b) Payments to affiliates, except for chargeable costs as authorized by law;
- c) Social activities except as authorized by law;
- d) Charitable and philanthropic activities;

- e) Insurance and other benefit programs except as authorized by law; and
- f) Any cost that, by law, cannot be included in an agency shop service fee.

24.7 Agency Shop – Advance Reduction of Service Fee

The amount of the service fee shall be equal to the regular dues, assessments or fees established by the Union, less \$1.00 per month.

24.8 Agency Shop – Notice of Service Fee

All enrolled service fee payers shall receive annual written notice sent by certified mail from the Union, which includes legally adequate audited information concerning the breakdown of “chargeable” and “non-chargeable” expenses, a reasonably prompt opportunity as provided below to challenge the amount of the fee before an impartial decision-maker, and an escrow shall be set up by the Union for the amounts reasonably in dispute while such challenges are pending. Specifically, such notice shall, at a minimum, include:

- a) An accounting report prepared, signed and verified by an independent auditor, who is a certified public accountant, for the overall purpose of providing an itemization of the expenditures of the Union in detail necessary for an employee reasonably to be able to determine what the Union spends on both chargeable items and non-chargeable items, and consider whether expenses designated as chargeable are related to the Union’s collective bargaining functions. However, this requirement can be met without requiring or allowing non-members or the County to become the Union’s auditors. The accounting will utilize data from the prior fiscal year. At a minimum, this accounting report must:
 - (1) State the amount of the agency shop service fee and provide an overview of how the accounting reports were translated into calculation of this fee;
 - (2) Disclose the Union’s major categories of expenses, including employee compensation, specifying the actual expenditures within each category and the amount spent in each expenditure for chargeable items and non-chargeable items; each major category and the allocations of expenditures therein for chargeable and non-chargeable expenses must be verified by the Auditor;
 - (3) Disclose what percentage of total Union expenditures is allocable to chargeable items and what percentage is allocable to non-chargeable items;
 - (4) State the total sum of money the Union pays affiliates and demonstrate what percentage of such money is used for chargeable and what percentage is used for non-chargeable activities;
 - (5) Disclose what percentage of regular membership dues is allocable to chargeable items and what percentage is allocable to non-chargeable items

and, consequently, what percentage of dues will be collected as the agency shop service fee;

- (6) Explain the methodology used in producing this accounting report.

To enable the independent auditor to prepare the accounting report, the Union shall provide the auditor access to all records reasonably necessary for such a preparation, including a record of the employee's activities in sufficient detail to enable the auditor to make the necessary determinations of chargeable or non-chargeable. In the event that payments are made to any other organization, the auditor shall be provided access either to such organizations' records or relevant audited financial statements when reasonably necessary to prepare the above accounting.

- b) Instructions on filing a challenge to the amount of the agency shop service fee with the Union, which, at a minimum, shall provide as follows:

- (1) Non-members who wish to challenge collection of the agency shop service fee because the amount identified allegedly contains expenditures for non-chargeable activities must file an objection letter with the Union within thirty (30) calendar days of receipt of notice (notice shall be rebuttably presumed to have been received no later than five (5) calendar days after it is postmarked). A non-member may file a letter by presenting it to the Union business office in person or by certified mail, return receipt requested. The non-member shall provide a copy of the letter to the County's Director of Labor Relations within three (3) calendar days of its filing with the Union;
- (2) The letter shall be signed by the challenger or the challenger's agent under penalty of perjury and must state with specificity the particular expenditures being challenged, and the grounds for such challenge. The letter must contain the name and mailing address of the challenger;
- (3) During the pendency of the challenge, the amount of the agency shop service fee reasonably in dispute shall be placed in an escrow account established by the Union;
- (4) Within thirty (30) calendar days after receipt, the Union shall schedule a date for arbitration, which shall be conducted in accordance with procedures established by American Arbitration Association. Pending the commencement of arbitration, the Union and the challenger may, by mutual agreement, attempt to resolve the dispute informally;
- (5) The arbitrator shall be selected in accordance with the procedures of the American Arbitration Association;
- (6) The Union shall have the burden of proving that the fee amount complies with this Article and applicable law; and
- (7) The costs of the arbitrator and court reporter, if any, shall be borne entirely by the Union. The challenging employee shall be responsible for his/her costs

including but not limited to attorney fees and copies of the court reporter's original transcript.

24.9 Agency Shop – Non-Discrimination

No employee shall be discriminated against or harassed on the basis of his or her status as a non-Union member or a non-Union agency shop service fee payer. Reasonable communication regarding the Union and/or Union membership shall not be considered discrimination or harassment under this Article.

24.10 Agency Shop – Service Fee – Part-time Employees

The financial obligations of employees who work less than full-time are subject to the agency shop service fee provisions of Section 24.2 above. The agency shop service fee shall be set on a prorata basis expressed as a percentage of salary.

24.11 Agency Shop – Notice of New Employees

The following provisions will apply regarding notice of new employees:

- a) The County shall provide the Union with the names and addresses of new employees each pay period.
- b) Union Stewards shall be authorized to receive the names and addresses of new employees each pay period from the departmental payroll clerk.
- c) The names and addresses provided the Union shall be kept confidential.

24.12 Agency Shop – Indemnification

The Union shall defend, indemnify, hold harmless, release and save the County, its agents and employees, from and against any and all claims, demands, suits, orders, judgments, expenses or other forms of liability arising out of or in connection with this Article and/or any action taken or not taken by the County and/or the Union under this Article, including, but not limited to, the collection and procedures for collection of agency shop service fees and the amount of such fees. This Section shall be in addition to any other remedy available to the County under this contract or provision of law.

24.13 Agency Shop – Rescission of Provision

The implementation of the provisions of this Article shall not prohibit or restrict an election to rescind this provision as provided by Government Code Section 3502.5. This agency shop provision may be rescinded pursuant to Government Code Section 3502.5 or its successor provision.

24.14 Agency Shop – Recordkeeping and Reporting

The Union shall comply with the financial record-keeping and reporting requirements of Government Code Section 3502.5(d) or its successor provision.

24.15 Agency Shop – Violation of Article 24

If a court finds the implementation of this Article in violation of constitutional law, the Union shall have sixty (60) days to comply with the Court's order or the County may thereafter cancel Article 24. In the interim, all collections of agency shop service fees by way of payroll deductions by the County shall be suspended, except as allowed by the Court. Also except as allowed by the Court, no unpaid agency shop fee that would otherwise have been due during the time such violation existed may be collected retroactively after the violation was corrected.

24.16 Agency Shop – Non-Arbitrability of

Except as provided below, Article 24 shall be grievable and arbitrable under Article ~~28-26~~ of this agreement.

The following are not grievable nor arbitrable under this agreement:

- a) The adequacy of the Union's notice required by Section 24.8 above; and/or
- b) Other issues bearing on the constitutionality of the Union's collection of an agency shop service fee as prescribed by the courts.

Disputes regarding the amount of the agency shop service fee shall be arbitrable under this memorandum but only pursuant to Section 24.8 above.

ARTICLE 25: FULL UNDERSTANDING AND SEPARABILITY

25.1 Full Understanding, Modification, Waiver

- a) This Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein. Any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.
- b) Except as specifically provided herein, it is agreed and understood that the Union voluntarily and unqualifiedly waives its right to and releases the County from any obligation to meet and confer on any subject or matter contained herein. The Union acknowledges that County has fulfilled its obligations under Government Code Section 3505 for fiscal years ~~2010/2011~~ ~~March 10, 2011-2012/2013, 2013/2014, 2015/2016.~~
- c) No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto, unless made and executed in writing by the parties hereto, and if required, approved and implemented by County's Board of Supervisors.

d) Nothing in this Agreement shall be construed to limit or remove the existing or future jurisdiction or authority of the Civil Service Commission as provided in Ordinance No. 305-A as amended, or as provided in the Rules adopted thereunder.

e) The waiver of any breach, term, or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

25.2 Separability

If during the term of this Memorandum, any item or portion thereof is held to be invalid or rendered invalid by operation of law, or rule, regulation, or order issued by governmental authority or by any tribunal of competent jurisdiction, or if compliance with or enforcement of the section or portion thereof shall be restrained by any tribunal such provision of this Memorandum shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation or order shall remain in effect.

Such invalidation of a part or portion of this Memorandum shall not invalidate any remaining portion which shall continue in full force and effect.

Except in an emergency, at the written request of either party within ten (10) days of the action invalidating a portion of this Memorandum, the parties shall meet and confer for the purpose of arriving at a mutually satisfactory replacement of such section or portion thereof.

ARTICLE 26: GRIEVANCE PROCEDURE

26.1 Purpose

County and the Union agree to this Grievance Procedure in order to provide an orderly procedure to resolve employees grievances promptly.

26.2 Definitions

A grievance is a claim by an employee, a group of employees, or the Union on behalf of an employee(s), concerning the interpretation, application or an alleged violation of this Memorandum. All other complaints are specifically excluded from this procedure including but not limited to, complaints which arise from the following: all disciplinary appeals; all appeals from examinations; performance review evaluation; placement of volunteers; provisions of the Fair Labor Standards Act; and any provision of this Memorandum specifically identified as not grievable.

a) Day shall mean calendar day.

- b) A "grievant" shall mean an employee, a group of employees or the Union who, in good faith has an actual grievance with County over a grievable matter as defined in Section 26.2. At any step of the grievance procedure, the employee may represent him/herself, or may be represented by a Union representative who may be a County employee or a non-County employee. If the Union is a grievant, it shall be represented by an elected officer, steward or business agent

26.3 Initiation Deadline

The grievance must be initiated within twenty-five (25) days from the date of the action or occurrence giving rise to the grievance or within fifteen (15) days of when the grievant knew of or could have reasonably discovered such action or occurrence.

26.4 Time Limits

Time limits specified in each step of the procedure shall be strictly observed and may only be extended by mutual agreement of the parties in writing. Failure of a grievant to observe a time limit shall terminate the grievance. Failure of the party to whom the grievance is submitted to observe the time limits shall give the grievant the right to move the grievance to the next level.

26.5 First Step

The grievance shall first be discussed on an informal basis by the grievant with the grievant's immediate supervisor within fifteen (15) days from the date of the action causing the grievance as provided above. The immediate supervisor shall respond within six (6) days. Every effort shall be made by the parties to resolve the grievance at this level and may include conferences among supervisory or administrative personnel. Such discussions will be held whenever possible during the grievant's work hours.

26.6 Second Step Grievance

In the event the grievant believes the grievance has not been satisfactorily resolved, the grievant shall submit the grievance in writing, with a copy to the County's Director of Labor Relations, to the immediate supervisor within seven (7) days after receipt of the immediate supervisor's response. The written grievance shall:

- a) Fully describe the grievance and how the grievant is/was adversely affected by the County;
- b) Set forth the section(s) of this Memorandum allegedly violated;
- c) Indicate the date(s) of the incident(s) grieved; and
- d) Specify the remedy or solution to the grievance sought by the grievant.

26.7 Second Step Response

The written grievance shall be responded to in writing by the immediate supervisor within seven (7) days from the time the written grievance is received. The supervisor shall send a copy of the response to the Director of Labor Relations. The written response shall include:

- a) A complete statement of the immediate supervisor's position and the facts upon which it is based; and
- b) The remedy or correction which has been offered, if any.

26.8 Third Step Grievance

If the grievant is not satisfied with the response at Step Two, the grievant may appeal the decision to the department/agency head, with a copy to the Director of Labor Relations, within seven (7) days after receipt of the written response at Step Two.

26.9 Third Step Response

Within five (5) days after receiving the completed grievance form, the department/agency head, or representative, shall meet with grievant and thoroughly discuss the grievance. The department head shall give a written decision to the grievance within fifteen (15) days after the discussion and send a copy of the decision to the Director of Labor Relations.

26.10 Mediation

Prior to an arbitration hearing, the parties may mutually agree to request the assistance of a mediator from the State Conciliation Service in an attempt to resolve the grievance. The mediator shall have no authority to resolve the grievance except by written agreement of the Union and the County. In the event the grievance is not resolved, neither stipulations, admissions, settlement proposals nor concessions agreed to or offered during mediation shall be admissible in a subsequent hearing.

29.11 Arbitrable Grievances

A grievance which directly and primarily involves the application, alleged violation, or interpretation of this Memorandum, except as otherwise provided in this Memorandum, is arbitrable.

26.12 Selection of Arbitrator

Following completion of the third step of the grievance procedure, if the grievance is subject to arbitration and remains unresolved, the Union on behalf of the grievant may request arbitration. The request for arbitration must be given to the County Counsel and the Director of Labor Relations in writing within fifteen (15) days of the receipt of the response from Step Three. An arbitrator may be selected by mutual agreement of the Union and County. However, should the parties fail to mutually agree on an

arbitrator, they shall make a joint request of the State Conciliation Service for a list of five (5) qualified arbitrators. The arbitrator shall be selected from the list by the parties alternately striking names with the first strike determined by chance.

26.13 Arbitration Issues

The parties shall, within thirty (30) days following the receipt of a written request for arbitration, exchange in writing their understanding of the questions to be submitted to arbitration. Thereafter, the parties to the arbitration shall use their best efforts to exchange a written summary of the evidence they intend to offer and to reach agreement on and reduce to writing the question or questions to be submitted to arbitration. The agreed upon question or questions, if agreement is reached, together with the exchanged summaries of evidence and a list of witnesses to be used by each side, shall be submitted to each other and the arbitrator five (5) days prior to the arbitration hearing.

26.14 Arbitrator's Authority and Decision

The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Memorandum. The decision and award of the arbitrator shall be made solely upon the evidence and arguments presented to the arbitrator by the respective parties. If a grievance is submitted to arbitration by the Union, neither offers for settlement nor concessions for settlement made during the grievance procedure shall be admissible in arbitration.

26.15 Binding/Non-Binding Decision

The decision of the arbitrator shall be binding upon the Union. To the extent that the award of the arbitrator is not in excess of \$5,000.00, it is binding on the County. To the extent that such award exceeds \$5,000.00, it is advisory. If within sixty (60) days of receiving notice of decision and award requiring an expenditure in excess of \$5,000.00, final action is not taken by the County to implement it, then the arbitrator's decision and award shall have no force or effect whatsoever as to the amount in excess of \$5,000.00. The Union may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum.

26.16 Arbitrator's Decision Due

Unless the parties agree otherwise, the arbitrator shall render the decision in writing within thirty (30) days following the close of the hearing. The decision of the arbitrator is final. If requested by either party, the decision shall be accompanied by findings of fact and conclusions of law.

26.17 Arbitration Expenses Shared

The cost of employing the arbitrator shall be borne equally by the parties to the arbitration. All other costs such as, but not limited to, attorney's fees and witness fees shall be borne only by the party incurring that cost.

ARTICLE 27: RETIREMENT—3% AT 60 RETIREMENT BENEFIT

27.1 Retirement – Employees Hired On Or Before December 31, 2012 And Employees Who Are Hired After That Date If Qualified For Pension Reciprocity

This Section 27.1 (including subsections) shall apply to employees hired on or before December 31, 2012 who are contributing members of the Sonoma County Employees' Retirement Association (SCERA). This Section 27.1 (including subsections) shall also apply to employees hired on or after January 1, 2013, and qualify for pension reciprocity pursuant to Government Code Section 7522.02(c) and any related SCERA reciprocity requirements.

27.1.1 Final Compensation Based On Single Year

For purposes of determining a retirement benefit, final compensation for employees covered by this Section 27.1 shall mean the average annual compensation earnable by the member as specified in Government Code Section 31462.1.

27.1.2 3% @ 60 Pension Formula

The 3.0% at 60 pension formula shall be available to employees covered by this Section 27.1 who are contributing members of the SCERA.

27.1.3 Required Employee Contribution

SCERA members covered by this Section 27.1 will contribute the amount required by SCERA as employee contributions, and shall continue to pay an additional 3.03% of pay, pretax, to their employee retirement account. This 3.03% of pay contribution of the employee's pensionable compensation shall be paid as part of the County's contribution to pay for the unfunded accrued actuarial liability resulting from past service. This additional 3.03% contribution will continue until July 2024. Employees also will continue to pay a pretax statutory contribution of approximately 1% or slightly more, contingent upon age of entry into the retirement system.

27.2 Retirement – Employees Hired On Or After January 1, 2013

This Section 27.2 (including subsections) shall apply to employees hired on or after January 1, 2013, who are or become contributing members of the SCERA and who do not qualify for pension reciprocity pursuant to Government Code Section 7522.02(c).

27.2.1 Final Compensation Based On Three Year Average

As required by Government Code Section 7522.32, effective January 1, 2013, for the purposes of determining a retirement benefit for SCERA members covered by this Section 27.2, final compensation shall mean the

highest average annual pensionable compensation earned during 36 consecutive months of service.

27.2.2 2% @ 62 Pension Formula

As required by Government Code Section 7522.20, the 2.0% at 62 pension formula shall be available to employees covered by this Section 27.2 who are contributing members of the SCERA.

27.2.3 Required Employee Contributions

As required by Government Code Section 7522.04(g), SCERA members covered in this Section 27.2 shall pay 50% of normal costs. In addition, SCERA members covered by this Section ~~20.2~~27.2 shall pay 3.03% of the employee's pensionable compensation toward the County's employer contribution to retirement costs. This additional 3.03% contribution shall continue until July 2024.

27.3 Retirement – Credit for Prior Public Service

In addition to any other retirement buyback provision authorized by law and applicable rules of SCERA, employees who are contributing members of SCERA can purchase retirement credit for public service time rendered prior to employment with the County of Sonoma to the extent allowed by Government Code Sections 7522.46, 31641.1 and 31641.2 and other provisions of law, during the term of this MOU.

ARTICLE 28: ENACTMENT

The Board of Supervisors will amend its written policies and take other appropriate action by resolution or otherwise in order to give full force and effect to this Memorandum. The below named representatives of the County and the Union agree to recommend the Board's implementation of this Memorandum of Understanding:

COUNTY OF SOMONA
TEAM MEMBERS:

INTERNATIONAL OPERATING
ENGINEERS, Local 39
TEAM MEMBERS

APPENDIX A
Local 39 Salary Tables
2012 - 20XX MOU

The Salary Tables will be updated in the final version of the MOU to reflect salary increases agreed to in
Article 7: Salaries and Status Changes

| Job Code | Job Title | E Step Rate | G Step Rate | I Step Rate | E Step Monthly Salary | G Step Monthly Salary | I Step Monthly Salary |
|----------|--|-------------|-------------|-------------|-----------------------|-----------------------|-----------------------|
| 5222 | AUTOMOTIVE MECHANIC | \$27.13 | \$28.49 | \$29.91 | \$4,718.63 | \$4,955.17 | \$5,202.15 |
| 5223 | AUTOMOTIVE TECHNICIAN | \$27.54 | \$28.92 | \$30.37 | \$4,789.94 | \$5,029.96 | \$5,282.15 |
| 5330 | BUILDING MAINTENANCE WORKER | \$18.61 | \$19.54 | \$20.52 | \$3,236.78 | \$3,398.53 | \$3,568.98 |
| 5331 | BUILDING MECHANIC I | \$27.31 | \$28.68 | \$30.11 | \$4,749.94 | \$4,988.22 | \$5,236.93 |
| 5335 | BUILDING MECHANIC II | \$30.91 | \$32.46 | \$34.08 | \$5,376.07 | \$5,645.66 | \$5,927.42 |
| 1703 | COMMUNICATIONS TECHNICIAN I | \$24.49 | \$25.71 | \$27.00 | \$4,259.46 | \$4,471.65 | \$4,969.02 |
| 1705 | COMMUNICATIONS TECHNICIAN II | \$32.15 | \$33.76 | \$35.45 | \$5,591.74 | \$5,871.76 | \$6,165.70 |
| 5112 | ELECTRICIAN/INSTRUMENTATION TECHNICIAN | \$36.82 | \$38.66 | \$40.59 | \$6,403.98 | \$6,724.00 | \$7,059.68 |
| 5098 | ENVIRONMENTAL COMPLIANCE INSPECTOR | \$36.98 | \$38.83 | \$40.77 | \$6,431.81 | \$6,753.57 | \$7,090.99 |
| 5225 | HEAVY EQUIPMENT MECHANIC I | \$21.09 | \$22.14 | \$23.25 | \$3,668.11 | \$3,850.74 | \$4,043.80 |
| 5226 | HEAVY EQUIPMENT MECHANIC II | \$29.73 | \$31.22 | \$32.78 | \$5,170.84 | \$5,429.99 | \$5,701.32 |
| 5340 | LANDFILL FACILITIES SPECIALIST | \$36.79 | \$38.63 | \$40.56 | \$6,398.76 | \$6,718.79 | \$7,054.47 |
| 5224 | LEAD AUTOMOTIVE TECHNICIAN | \$30.04 | \$31.54 | \$33.12 | \$5,224.76 | \$5,485.65 | \$5,760.45 |
| 1710 | SENIOR COMMUNICATIONS TECHNICIAN | \$35.34 | \$37.11 | \$38.97 | \$6,146.57 | \$6,454.42 | \$6,777.92 |
| 5228 | SENIOR HEAVY EQUIPMENT MECHANIC | \$32.56 | \$34.19 | \$35.90 | \$5,663.05 | \$5,946.55 | \$6,243.97 |
| 5142 | WATER AGENCY CHEMIST | \$36.98 | \$38.83 | \$40.77 | \$6,431.81 | \$6,753.57 | \$7,090.99 |
| 5132 | WATER AGENCY LEAD MECHANIC | \$36.79 | \$38.63 | \$40.56 | \$6,398.76 | \$6,718.79 | \$7,054.47 |
| 5129 | WATER AGENCY MECHANIC | \$33.30 | \$34.97 | \$36.72 | \$5,791.76 | \$6,082.22 | \$6,386.59 |
| 5125 | WATER AGENCY PLANT OPERATOR | \$33.30 | \$34.97 | \$36.72 | \$5,791.76 | \$6,082.22 | \$6,386.59 |
| 5123 | WATER AGENCY PLANT OPERATOR-IN-TRAINING* | \$25.89 | \$27.18 | \$28.54 | \$4,502.96 | \$4,727.33 | \$4,963.87 |
| 5126 | WATER AGENCY SENIOR PLANT OPERATOR | \$36.60 | \$38.43 | \$40.35 | \$6,365.72 | \$6,684.00 | \$7,017.94 |
| 5210 | WELDER | \$29.73 | \$31.22 | \$32.78 | \$5,170.84 | \$5,429.99 | \$5,701.32 |

*Water Agency Plant Operator Apprentice was changed to Water Agency Plant Operator-in-Training in June 2011.

APPENDIX A-1
WATER AGENCY CLASSIFICATIONS – EQUITY INCREASES

Increases to Water Agency Positions to bring up to 95% of Market based on 2012 County Total Compensation Survey

| Electrician/Instrument Technician | | |
|--|------------|----------|
| Current Base: \$7060 | | |
| Effective Date* | % Increase | New Base |
| Upon Board adoption (12/10/2013) | 7.3% | \$7,573 |
| July 8, 2014 | 6.8% | \$8,086 |
| July 7, 2015 | 6.3% | \$8,599 |

| Water Agency Plant Operator, Water Agency Plant Operator in Training, Water Agency Senior Plant Operator, Water Agency Mechanic, Water Agency Lead Mechanic | | |
|--|------------|----------|
| Current Base: \$6387 (WA Plant Operator)** | | |
| Effective Date* | % Increase | New Base |
| Upon Board adoption (12/10/2013) | 8.3% | \$6,917 |
| July 8, 2014 | 7.7% | \$7,448 |
| July 7, 2015 | 7.1% | \$7,978 |

| Water Agency Chemist*** | | |
|----------------------------------|--------------------|----------------|
| Current Base: \$7091 | | |
| Effective Date* | % Increase | New Base |
| Upon Board adoption (12/10/2013) | 10.3% | \$7,818 |
| July 8, 2014 | 9.3% | \$8,545 |
| July 7, 2015 | TBD (2.3% or 8.5%) | \$8,746/\$9272 |

| Environmental Compliance Inspector | | |
|---|------------|----------|
| Current Base: \$7091 | | |
| Effective Date* | % Increase | New Base |
| Upon Board adoption (12/10/2013) | 10.3% | \$7,818 |
| July 8, 2014 | 9.3% | \$8,545 |
| July 7, 2015 | 8.5% | \$9,272 |

*Effective dates: yr 1 = upon Board adoption, yr 2 = pay period beginning July, 8, 2014, yr 3 = pay period beginning July, 7, 2015

**Water Agency Plant Operator is the survey benchmark. All classifications listed are tied to the benchmark and receive the same increases

***In the third year of the contract, prior to the effective date of the 3rd year increase, the County will conduct a classification study to determine the internal relationship between the Water Agency Chemist and the Environmental Compliance Inspector to determine if the classifications should be tied for purposes of salary administration. The equity adjustment in the third year based on the survey data for Chemist will be 2.3% or 8.5% if tied to Environmental Compliance Inspector. Refer to Section 7.1.1.b.2.

APPENDIX B

LETTER OF UNDERSTANDING

COUNTY of SONOMA

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS, STATIONARY ENGINEERS
(LOCAL 39)

The County of Sonoma and Local 39 have agreed to the following regarding Sonoma County's Mandatory Time Off Program for fiscal years 2010/2011 and 2011/2012:

- 1.) Local 39 and the County of Sonoma (County) have agreed to participate in the Mandatory Time Off (MTO) Program (Attachment A) for fiscal years 2010/2011 and 2011/2012, effective upon Board adoption through June 30, 2012.
- 2.) All regular part time and full time employees represented by Local 39 shall participate in the MTO Program.
- 3.) The MTO Program for fiscal year 2010/2011 requires 8 days (64 hours) of time off without pay for all full time County employees, to include 5 days (40 hours) of Holiday Closure and 3 days (24 hours) of Floating MTO, to be taken during the 2010/2011 fiscal year. The MTO Program for fiscal year 2011/2012 requires 5 days (40 hours) of Holiday Closure time off without pay for all full time County employees. The required MTO will be pro rated for part time employees.
- 4.) With limited exceptions (described in the Program Proposal), for fiscal year 2010/2011, the 40 hours of Holiday Closure MTO shall occur during Holiday Closures on December 23, 27, 28, 29, and 30, 2010. For fiscal year 2011/2012, the 40 hours of Holiday Closure MTO shall occur during Holiday Closures on December 23, 27, 28, 29, and 30, 2011. During these times, County facilities will be closed or in some cases alternate arrangements will be made where the closure of operations cannot occur.
- 5.) The 24 hours (3 days) of Floating MTO during fiscal year 2010/2011, shall occur as determined by the Department Head to allow for obtaining the salary savings with minimal disruption to the department's operations.
- 6.) The details of the MTO Program, including employee benefits and status during the MTO, are described in the Program document (Attachment A).
- 6.) The cash out of accrued vacation (Vacation Buyback - Section 19.6(b)) and compensatory time off (CTO) shall be suspended for fiscal years 2010/2011 and 2011/2012, effective upon Board adoption through June 30, 2012.
- 8.) The terms and implementation of this program may not be grieved through the grievance procedure of the MOU.

- 9.) ~~This Letter of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein. Any other prior or existing understanding or agreements by the parties whether formal or informal regarding any such matters are hereby superseded or terminated in their entirety.~~
- 10.) ~~Except as specifically provided herein, it is agreed and understood that the Union voluntarily and unqualifiedly waives its right to and releases the County from any obligation to meet and confer on any subject or matter contained herein.~~
- 11.) ~~No agreement, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by the parties hereto and, if required, approved and implemented by the County's Board of Supervisors.~~
- 12.) ~~Nothing in this Letter of Understanding shall be construed to limit, remove, expand or in any way alter the existing or future jurisdiction or authority of the Civil Service Commission as provided in Sonoma County Ordinance No. 305 A as amended or as provided in the rules adopted in accordance with said ordinance.~~
- 13.) ~~The waiver of any breach, term or condition of this Letter of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.~~

~~_____/s/ Gilbert Rojo _____ 8/24/10
Local 39 _____ Date~~

~~_____/s/ Fran Buchanan _____ 8/24/10
County of Sonoma _____ Date~~

~~(Signed document on file with Employee Relations)~~

~~MANDATORY TIME OFF (MTO) PROGRAM (FY 10/11 & 11/12)~~

~~Purpose~~

~~The purpose of the Mandatory Time Off (MTO) Program is to reduce costs and/or mitigate layoffs by having staff take time off without pay.~~

~~Participants~~

~~MTO shall apply to all regular part time and full time employees of the County and any special districts under the jurisdiction of the Sonoma County Board of Supervisors.~~

~~Extra help employees (whether temporary, intermittent, seasonal, emergency, volunteer auxiliary, or student interns) are not eligible to participate in the MTO Program. An increase in extra help employees may not be used to offset MTO staffing impacts.~~

~~Employees who are exempt under the Fair Labor Standards Act will be considered non-exempt during the week in which they take an MTO day off, and their pay is reduced. Department Heads are responsible for ensuring no overtime is incurred during this time.~~

MANDATORY TIME OFF AND HOLIDAY OFFICE CLOSURE

FY 10/11 & FY 11/12

~~In fiscal year 2010-11, the County shall utilize a 64 hour Mandatory Time Off without pay program for all regular, full time County employees. MTO will include 40 hours (5 days) of Holiday Closure and 24 hours (3 days) of floating MTO. MTO hours will be prorated based on FTE for part time employees. The holiday MTO shall occur during a closure of all County departments on the following holidays:~~

~~December 23, 27, 28, 29, 30, 2010. (December 24 and 31 are the scheduled holidays)~~

~~In addition to these 40 hours (5 days) of scheduled Holiday Closure, each regular full time employee will be required to schedule an additional 24 hours (3 days) of mandatory time off to be taken prior to the end of the last full pay period in the 2010/2011 fiscal year.~~

~~In fiscal year 2011-12, the County shall utilize a 40 hour Mandatory Time Off without pay program for all regular, full time County employees. MTO will include 40 hours (5 days) of Holiday Closure. MTO hours will be prorated based on FTE for part time employees. The holiday MTO shall occur during a closure of all County departments on the following holidays:~~

~~December 23, 27, 28, 29, 30, 2011 (December 26 is a scheduled holiday)~~

~~There may be limited exceptions to the general closure of County Departments due to operational needs, as described below. It is the express intent of the County to maximize the number of MTO participants during the holiday dates. The County Administrator and the affected department head(s) will make alternative arrangements for employees not able to be off during the Holiday Closure and in those cases employees will be given alternative MTO days prior to the last full pay period in the fiscal year.~~

MTO in 24/7 Operations

~~Employees in 24/7 operations where closure is not possible shall participate by taking 64 hours of floating MTO in fiscal year 10/11, and 40 hours of floating MTO in fiscal year 11/12, that must be taken prior to the last full pay period each fiscal year so that salary savings are realized within the fiscal year. Departments will arrange for the MTO days to be taken off during the fiscal year before granting any vacation request or compensatory time off.~~

Floating MTO days

~~Floating MTO days are designed to be flexible to allow the Department Head the ability to determine the best option for obtaining the salary savings with minimal disruption to the department's operations while not generating overtime to cover for MTO hours taken. Options for some or all of the Floating MTO days include, but are not limited to the following:~~

~~The Department Head chooses to close based on reduced service demands so that some or all of the employees of the department are on MTO simultaneously.~~

~~The Department remains fully or partially open, and the Department Head sets a schedule for MTO days.~~

~~Floating MTO days are scheduled similar to vacation days at the employee's request with approval from their supervisor.~~

~~Any combination of the above.~~

Employees

~~MTO shall be considered time in pay status for the accrual of benefits and eligibility for overtime and holidays. The same level of benefits and deductions shall be maintained for health, vision, life and dental insurance, vacation and sick leave accrual, deferred compensation and retirement credit as if the employee had worked their normal schedule.~~

~~Base salary shown on the salary schedules in the respective MOU or Salary Resolution, shall not be adjusted for MTO purposes. Instead, a "deduction" to salary will be the method used to generate MTO savings. Retirement contributions made by the County/Employee for active employees are not affected by the MTO Program. Also, computations used for final compensation for employees retiring are not affected by the MTO Program.~~

~~Since the MTO pay reduction is spread out during multiple pay periods, resulting in employees being in a pay status for all hours including the MTO, the hourly cash allowance is not impacted and will be paid for all hours in a pay status. Hours not in a pay status (unpaid and non-MTO hours) shall be treated the same as current practices.~~

~~MTO shall apply toward time in service for retirement, completion of probation, eligibility for merit increases and toward seniority.~~

~~Employees on MTO may only be assigned to work overtime in case of emergencies. In the event an employee is required to work on a previously scheduled MTO day, shift hours worked will be considered regular hours worked and the employee will be rescheduled for a future MTO day.~~

Department Conditions

~~In order to achieve the desired savings from the MTO program, there shall be no backfilling of furloughed employees by utilizing extra help employees, temporary registry/agency employees, contractors, volunteers, students, trainees, interns, or volunteer auxiliary during the applicable fiscal year. An exception may be permitted when the furloughed employee and all qualified employees have declined an offer or are unavailable to work a furlough day or in cases where extra help is regularly used to cover "fixed post" positions.~~

Vacation and Compensatory Time Buyback

~~Vacation and compensatory time buybacks for fiscal year 2010/2011 shall be suspended except for any employee who commits in writing to resign, retire, resign and defer~~

~~retirement or who is laid off during fiscal year 2010/2011. The buyback shall be reversed if the separation did not occur as scheduled.~~

~~Vacation and compensatory time buybacks for fiscal year 2011/2012 shall be suspended except for any employee who commits in writing to resign, retire, resign and defer retirement or who is laid off during fiscal year 2011/2012. The buyback shall be reversed if the separation did not occur as scheduled.~~

~~Vacation and Compensatory Time Off Negotiated Maximums~~

~~Vacation Accrual for fiscal year 10/11:~~

~~Maximum vacation accumulation shall be raised by 64 hours (above MOU stated limits) during the 2010/2011 fiscal year.~~

~~Vacation Accrual for fiscal year 11/12:~~

~~Maximum vacation accumulation shall remain raised by 40 hours (above MOU stated limits) during the 2011/2012 fiscal year.~~

~~Vacation Accrual for fiscal year 12/13:~~

~~Normal vacation accumulation maximums will be reinstated the first pay date of fiscal year 2012/2013.~~

~~Employees will not lose any vacation hours accrued above the MTO adjusted caps, however, additional vacation hours will not accrue until the vacation accrual balance falls below the established MOU cap for the corresponding fiscal year.~~

~~Compensatory Time Off (CTO) For fiscal year 10/11:~~

~~Compensatory time off (CTO) accrual limits shall be raised to 144 (64 hours above MOU stated limits) through the last pay period of the 2010/2011 fiscal year.~~

~~Compensatory Time Off (CTO) For fiscal year 11/12:~~

~~Maximum CTO accumulation shall drop back to 120 hours (40 hours above MOU stated limits) during the 2011/2012 fiscal year.~~

~~Compensatory Time Off (CTO) For fiscal year 12/13:~~

~~Normal CTO accumulation maximums will be reinstated the first pay date of fiscal year 2012/2013. CTO accumulated in excess of the reinstated maximums must be used on or before the last pay period of the fiscal year 2012/2013. At the end of fiscal year 12/13, any remaining accrued CTO hours, above the MOU stated limits will be paid to the employee.~~

MTO Program Details

Pay Deductions—Amortization

~~Deductions in pay for all MTO hours shall be amortized over multiple pay periods in the corresponding fiscal year and will be determined by the number of pay periods remaining after adoption. The deduction each pay period will allow for payment of the employee consistently throughout the year, including the closure periods. Each participating employee shall receive their normal paycheck, less the MTO deduction. The deduction will be prorated for part-time employees.~~

MTO Accounts and Balances

~~Payroll will set up accounts for each employee for MTO accumulated each pay period by payroll deduction, and MTO taken which will be credited each pay period for Holiday Closure or floating MTO days taken.~~

~~It is the Department's responsibility to monitor, authorize and schedule MTO days to ensure employees are given the opportunity to take the full number of MTO hours assigned per fiscal year, and that employees do not exceed the full number of MTO hours assigned per fiscal year through the last full pay period of the corresponding fiscal year.~~

~~At the close of the 2011/2012 fiscal year any balance in the MTO accumulated account (MTO due to the employee) will remain in the employee's account to be taken during following fiscal years until depleted. Employees must use any accumulated MTO prior to using vacation or compensatory time off.~~

~~If at the close of the 2011/2012 fiscal year any employees with a balance remaining in the MTO taken account (MTO owed to the County), MTO deductions will continue into the next fiscal year until the balance is offset.~~

~~MTO shall be prorated for part-time employees based upon their FTE (full-time equivalent). The goal of the amortized reductions is to accrue the necessary salary saving equitably over the same multiple pay periods.~~

~~Amortized MTO hours shall continue to apply to periods of vacation, holiday, compensatory time off, or sick leave hours taken.~~

MTO Deduction—New Employees

~~New Full-time employees hired will have the same amortized deduction as all other County employees. New employees shall be required to take a prorated number of MTO hours during the fiscal year, to be determined based on their date of hire.~~

~~MTO for part-time employees shall be prorated based upon their FTE (full-time equivalent).~~

~~Holiday Closure - Alternative Work Schedules~~

~~Employees who have a regularly scheduled day off due to their alternative work schedule during any Holiday Closure period shall still be required to take the full number of hours of MTO off by the end of the corresponding fiscal year.~~

~~Holiday Pay~~

~~Full Time employees on MTO shall receive eight hours of holiday pay for each holiday, as provided in the applicable MOU or the Salary Resolution. Pro-ration applies for part time employees. Neither the MTO deduction nor the mandatory time off shall reduce the number of hours used to calculate the pro-ration of holidays for part time employees.~~

~~MTO - Terminating Employees~~

~~Employees who were not released from duty during the Holiday Closures and separate from County service shall be paid for any accrued MTO hours not taken at their current rate of pay. If a negative balance exists in the MTO account, employees shall have an amount deducted from their final paycheck equal to the negative balance of hours times their current base hourly rate of pay.~~

~~Employee's who transfer to a bargaining unit or department that is not participating in an MTO program shall be required to use the hours accumulated prior to the last pay period of the applicable fiscal year.~~

~~Employees Laid Off - Eligible for Severance~~

~~If an employee receives a lay off notice, and is eligible for a severance period that includes any of the Holiday Closure or scheduled floating MTO days, the time will not be charged to MTO, vacation, sick leave, or CTO. Any MTO accrued but unused balances will be paid to the employee at time of lay off.~~

~~Holiday Closures - Employees with periods of Leave Without Pay (LWOP)~~

~~Employees requesting LWOP during the applicable fiscal year must exhaust any amortized MTO accumulated prior to going into an unpaid status. Employees returning to paid status will have the same MTO deduction taken as regular County employees (pro-rated based on FTE). Each time the employee goes on leave, any MTO accumulated balances will be depleted so there is a zero (0) balance before any other paid or unpaid leave is used.~~

~~Any balances remaining at the end of the fiscal year will be reconciled as stated above.
(MTO Accounts and Balances)~~

~~Workers Compensation Leave~~

~~MTO provisions do not apply to employees on Worker's Compensation leave due to an industrial illness or injury.~~

~~If an employee is receiving temporary disability payments during any Holiday Closure and would have been unable to work due to an industrial injury or illness, they will be permitted to utilize accrued but unused time off prior to the end of the fiscal year.~~

Long Term Disability

~~Earnings for employees on Long Term Disability will be based on regular salary and not be reduced by the amounts deducted for MTO.~~

Floating Mandatory Time Off and 24/7 Operations

~~The County shall be closed for business for a total of 40 hours in fiscal year 2010/11 (the 3 Floating MTO days in fiscal year 2010/2011 may result in a departmental closure, at the department head's discretion), and 40 hours in fiscal year 2011/12, as stated above.~~

~~Employees in operations that cannot completely close for Holiday Closure and who take all MTO as floating MTO days (64 hours in fiscal year 2010/11 and 40 hours in fiscal year 2011/12) shall be treated in the same manner as described for the Holiday Closure as stated herein. The only difference is that an employee who works during the Holiday Closure will take all MTO as floating MTO days.~~

~~Due to operational needs there are exceptions to the general closure of County Departments where special circumstances are required to maintain mandated coverage. For those departments that must operate during all or some of the closure period and for departments that must operate 24 hours a day 7 days per week, participation in the MTO program is still required.~~

~~It is the intent of this policy to maximize MTO savings while minimizing the use of overtime, standby, or callback to backfill vacant positions.~~

Scheduling of Floating MTO days

~~Employees designated to work during any portion of the Holiday Closures will have until the end of the corresponding fiscal year to take off the hours of MTO. Deductions in pay for all hours of MTO will be amortized over multiple pay periods in the corresponding fiscal year. MTO will be used in increments of the length of one of the employee's regular shifts or less and scheduled with the approval of their supervisor. MTO shall be used before any vacation or compensatory time off, until all MTO hours have been exhausted.~~

~~Employees taking floating MTO will be provided the same protections with respect to level of benefits deductions, vacation and sick leave accrual, deferred compensation and retirement credit as employees taking MTO during the closures. MTO taken shall be considered time in pay status for the accrual of benefits and eligibility for overtime and holidays.~~

APPENDIX C

LETTER OF UNDERSTANDING

COUNTY of SONOMA
AND
INTERNATIONAL UNION OF OPERATING ENGINEERS, STATIONARY ENGINEERS,
LOCAL NO. 39

~~The County of Sonoma and Local 39 have agreed to the following regarding the Staff Development Allowance (Article 16.2) provided by the current parties' MOU:~~

- ~~1.) Due to the unavailability of funds, the Local 39 and the County of Sonoma (County) have agreed to suspend the Staff Development Allowance for fiscal year 2010/2011.~~
- ~~2.) During this period the Staff Development Allowance will not be funded and reimbursements will not be made with the sole exception of reimbursement for, and expenses associated with, licenses and certifications required by the job specifications, and the County agrees to continue the tool reimbursement as described in 13.2 of the M.O.U. These shall be funded from departmental funds.~~
- ~~3.) Any amounts that have rolled over from fiscal year 08/09 into fiscal year 09/10 will be available after July 1, 2011.~~
- ~~3.) This benefit will automatically be reinstated effective July 1, 2011.~~
- ~~5.) The terms and implementation of this agreement may not be grieved through the grievance procedure of the MOU.~~
- ~~6.) This Letter of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein. Any other prior or existing understanding or agreements by the parties whether formal or informal regarding any such matters are hereby superseded or terminated in their entirety.~~
- ~~7.) Except as specifically provided herein, it is agreed and understood that the Union voluntarily and unqualifiedly waives its right to and releases the County from any obligation to meet and confer on any subject or matter contained herein.~~
- ~~8.) No agreement, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by the parties hereto and, if required, approved and implemented by the County's Board of Supervisors.~~
- ~~9.) Nothing in this Letter of Understanding shall be construed to limit, remove, expand or in any way alter the existing or future jurisdiction or authority of the Civil Service Commission as provided in Sonoma County Ordinance No. 305 A as amended or as provided in the rules adopted in accordance with said ordinance.~~
- ~~10.) The waiver of any breach, term or condition of this Letter of Understanding by~~

~~either party shall not constitute a precedent in the future enforcement of all its terms and provisions.~~

~~/s/ Gilbert Rojo _____ 8/24/10 _____
Local 39 _____ Date~~

~~/s/ Fran Buchanan _____ 8/24/10 _____
COUNTY OF SONOMA _____ Date~~

~~(Signed document on file with Employee Relations)~~

APPENDIX D

LETTER OF UNDERSTANDING

COUNTY of SONOMA

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS, STATIONARY ENGINEERS,
LOCAL 39

~~The County of Sonoma and Local 39 have agreed to the following regarding Sonoma County's Voluntary Time Off Program:~~

~~1.) Local 39 and the County of Sonoma (County) have agreed to participate in the Voluntary Time Off Program (Attachment B) for fiscal year 2010/2011 and 2011/2012.~~

~~1.) The Program eligibility requirements and benefits are specified and limited to the VTO Program described in Attachment B.~~

~~3.) The terms and implementation of this program may not be grieved through the grievance procedure of the MOU.~~

~~4.) This Letter of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein. Any other prior or existing understanding or agreements by the parties whether formal or informal regarding any such matters are hereby superseded or terminated in their entirety.~~

~~5.) Except as specifically provided herein, it is agreed and understood that the Union voluntarily and unqualifiedly waives its right to and releases the County from any obligation to meet and confer on any subject or matter contained herein.~~

~~6.) No agreement, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by the parties hereto and, if required, approved and implemented by the County's Board of Supervisors.~~

~~7.) Nothing in this Letter of Understanding shall be construed to limit, remove, expand or in any way alter the existing or future jurisdiction or authority of the Civil Service Commission as provided in Sonoma County Ordinance No. 305 A as amended or as provided in the rules adopted in accordance with said ordinance.~~

~~8.) The waiver of any breach, term or condition of this Letter of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.~~

~~_____/s/ Gilbert Rojo _____ 8/24/10
Local 39 _____ Date~~

~~/s/ Fran Buchanan~~ ~~8/24/10~~
~~County of Sonoma~~ ~~Date~~

~~(Signed document on file with Employee Relations)~~

VOLUNTARY TIME OFF (VTO) PROGRAM
~~(Extension of V.T.O. Program through June 30, 2012.)~~

~~1. Purpose~~

~~The purpose of the Voluntary Time Off program is to mitigate the need for layoffs of employees in a department. This is done by employees in that department reducing their hours worked and their pay on a temporary basis, until funding has improved or staffing levels have been reduced. Employees wishing to work less than their current FTE on a permanent basis are not eligible for this program. Employees wishing to do so should contact their department about a change in the status of their FTE (i.e. become a permanent part time employee).~~

~~2. Request Submission~~

~~a. An employee wishing to take Voluntary Time Off with out pay (defined as hourly rate) may submit a request for a specific number of hours/days he/she wishes to take as VTO, on the VTO Request Form. The use of VTO is voluntary by the employee and can be withdrawn by the employee at any time. Agreement by the department head to a VTO schedule is voluntary and can be withdrawn by the department at any time.~~

~~b. Joint agreement between the employee and his/her department head or designee is required and shall specify the exact hours/days to be taken off under VTO.~~

~~3. Employee Conditions~~

~~The department head or designee may authorize a permanent or probationary employee Voluntary Time Off without pay with the right to return to the same allocation subject to the following conditions:~~

~~a. VTO shall be considered time in pay status for the accrual of benefits, cash allowance and eligibility for overtime and holidays. The same level of benefits and deductions shall be maintained for health, vision, life and dental insurance, vacation and sick leave accrual and retirement credit. The Employee's base salary shall be reduced for each hour taken as VTO. The hourly cash allowance is paid for all hours in a pay status, thus will not be impacted by VTO hours taken.~~

~~b. VTO may be taken in increments of not less than one half hour. VTO shall be prorated for part time employees based upon their regular work schedule (budgeted FTE). Employees may reduce their work schedule by up to 25% of their regular work schedule per pay period (for a full time FTE, the maximum reduction per pay period would be 20 hours).~~

~~e. VTO shall apply toward time in service for retirement, completion of probation, eligibility for merit increases and toward seniority.~~

~~d. VTO shall be granted without requiring employees to first use accumulated vacation or compensatory time off.~~

~~e. VTO shall be available only to employees who are in pay status the entire work day before the beginning of the VTO, as well as the entire work day after the completion of VTO.~~

~~f. VTO shall not be available to employees on other leaves without pay.~~

~~g. VTO is contingent upon approval of the department head. Department heads may decline to agree for any reason. Approval must be received at least 5 days in advance of the requested dates, and completed before the expiration of the VTO Program.~~

~~h. Employees on VTO may only be assigned to work overtime in case of emergencies.~~

~~4. Department Conditions~~

~~a. Any VTO savings will remain within the department in which the VTO is taken.~~

~~b. Departments by agreeing to an employee's participation in VTO are agreeing that they will not fill vacant positions in their departments in the same classifications and location of those employees that are participating in VTO. Departments may not use extra help in the same classifications and locations of employees they have approved to be in the VTO Program. If at such time, the department intends to fill vacant positions in the classifications participating in VTO, then the department shall suspend current employees' participation in the VTO program. Departments will not assign overtime to any employees in classifications participating in VTO except in emergencies.~~

~~c. Departments will consider, before approving any VTO request, the impact on revenues and reimbursements for VTO hours and only approve VTO requests that save money after taking into consideration the net impact of those revenue reductions.~~

~~5. Term~~

~~This program will expire on June 30, 2012~~

~~6. Communication~~

~~a. The County and employee organizations may develop and distribute literature to represented employees that publicizes and explains the VTO program.~~

THE COUNTY OF SONOMA

VOLUNTARY TIME OFF (VTO) REQUEST

~~INSTRUCTIONS: Carefully read the conditions outlined in the Voluntary Time Off (VTO) Program. Complete this request form (*Please Print*), and submit it to your supervisor who will route it to your Department Head or designee for approval; then to the Department Payroll Clerk for processing and filing. NOTE: More than one request form may be submitted.~~

Name: _____ Employee # _____

Job Class: _____

Bargaining Unit: _____ Department: _____

| REQUESTED VTO DATES: | | TOTAL |
|----------------------|-----|-------|
| FROM: | TO: | HOURS |
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| | | |

| REQUESTED VTO DATES: | | TOTAL |
|----------------------|-----|-------|
| FROM: | TO: | HOURS |
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| | | |
| TOTAL: | | |

~~This request is an agreement between the employee and department head or designee as outlined above. This agreement is subject to approval, and management reserves the right to institute and revoke agreements. Employees may reduce their work schedule by up to 25% of their regular work schedule (for a full time FTE, the maximum reduction per pay period would be 20 hours). A reduction in hours will not impact non salary benefit levels for employees.~~

~~VTO may be taken in increments of not less than one half hour. VTO shall be available to employees who are in "pay status" the work day before the beginning of the VTO as well as in "pay status" the entire work day after the completion of the VTO. VTO shall not be available to employees on leaves without pay.~~

~~The above is in accord with my understanding:~~

~~Employee Signature: _____ Date: _____~~

~~Comment:~~

~~Department Head
Authorization: Date:
Comment:~~

Appendix E
Side Letter Agreement
Effective though Term of Memorandum
County of Sonoma and Local 39

~~The County of Sonoma and Local 39 agree to the following provisions in this Side Letter Agreement to the MOU for the period following Board adoption (September 14, 2010), through September 17, 2012.~~

~~During fiscal year 2011/2012, if any represented employee group receives a unit wide cost of living adjustment (COLA) or other non-salary unit wide monetary benefit, the same benefit will be provided to employees represented by Local 39.~~

~~The parties agree to meet during the term of the agreement to discuss the safety concerns and potential resolutions, regarding Facility Operations Division staff working in the detention facilities.~~

~~Local 39 agrees that the County has met its obligation to meet and confer on the contents of this side letter agreement.~~

~~Any other prior or existing understanding or agreements by the parties whether formal or informal, regarding the matters specific herein that contradicts this agreement are hereby superseded or terminated in their entirety.~~

~~No agreement, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by the parties hereto and, if required, approved and implemented by the County of Sonoma's Board of Supervisors.~~

~~The waiver of any breach, term or condition of this successor MOU by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.~~

~~Nothing in this agreement shall be construed to limit, remove, expand, or in any way alter the existing or future jurisdiction or authority of the Civil Service Commission as provided in the Sonoma County Ordinance No. 305 A as amended or as provided in the rules adopted there under.~~

~~_____/s/ Gilbert Rojo _____ 8/24/10 _____~~

~~Local 39 _____ Date~~

~~_____/s/ Fran Buchanan _____ 8/24/10 _____~~

~~County of Sonoma _____ Date~~

~~(Signed document on file with Employee Relations)~~

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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: December 10, 2013

Vote Requirement: Majority

Department or Agency Name(s): Information Systems Department, District Attorney and Public Defender

Staff Name and Phone Number:

Kim Gilmore, 565-6041

Supervisorial District(s):

Countywide

Title: Legal Case Management Software and Implementation Services Contract

Recommended Actions:

Authorize the Information Systems Department Director to execute a services agreement with Karpel, Inc. to provide legal case management software and implementation services for the District Attorney's and Public Defender's offices effective January 2, 2014 through January 1, 2016, for an amount not to exceed \$771,223 and an additional 5 years annual maintenance effective one year after date of software installation, for an amount not to exceed \$483,336.

Executive Summary:

Information Systems Department (ISD), along with District Attorney (DA) and Public Defender (PD) recommends approval of a contract to purchase a legal case management system for use by both the District Attorney and Public Defender. This system will substantially improve productivity. The total contract cost will be \$1.25 million over five years including software, implementation services and maintenance. Total project costs will be \$2 million.

In 1984, the County of Sonoma implemented what is known today as the Integrated Justice System (IJS). IJS is a tightly coupled and a highly integrated computer system which has been adapted and upgraded over the years based on specifications of the County Justice Partners, including the District Attorney, Public Defender, Probation, Court and Local Law Enforcement Agencies. IJS does not provide case management features which have been identified as a best practice to effectively manage legal caseloads. The DA and PD rely on IJS, along with many manual processes, to manage criminal caseload and day-to-day operations.

District Attorney:

The Information Systems Department, in collaboration with the District Attorney's office, assessed the need for a case management system in 2010. It was determined that there is a critical need for a case management system due to increased workloads and a decrease in staff due to previous years' budget

cuts. The proposed Legal Case Management System (LCMS) will allow for information to be acquired electronically on demand, resulting in a more efficient and accurate workflow. Integration with Law Enforcement Agencies would provide the capacity for data to be imported directly into an LCMS system, reducing time delays, resulting in fewer court continuances, and reducing green-house effects on the environment. District Attorney staff time currently devoted to data entry will be reduced and duties will be shifted to scanning case documents and files. Discovery compliance, especially critical in time-sensitive Early Case Resolution (ECR) Court, would be expedited both in the receipt from agencies and the distribution to defense counsel, and discovery materials would be tracked with unique identification and time stamping.

The LCMS would virtually eliminate manual form generation which relies on hand-written instruction from attorneys and requires multiple word-processing based templates that operate separately from IJS. It would allow multiple users to access files simultaneously, avoiding time locating, copying, and transporting files. Internally, an LCMS would provide management with the ability to easily track case filings, attorney case notes and communications, and any case plea offers to provide proper oversight of staff. Decisions in courtrooms will be captured, allowing for statistical analysis of offense types, courtrooms, and final outcomes which will better enable management staff to make data-driven decisions.

Public Defender:

An audit of the Public Defender's Office was conducted by Harvey Rose Associates LLC and presented to this Board on October 23, 2012. The analysis resulted in key recommendations for improving operations within PD. Central to this analysis was the finding that the office lacks systems and methods of collecting accurate and verifiable caseload data, thereby limiting its ability to assess staff efficiency and ensure equitable allocation of caseloads. Additionally, because many key performance measures are currently unavailable to systematically monitor case processing efficiency and timing, a more robust case management system is needed. The Public Defender's office would also benefit in the same manner as the DA by the timely receipt of case discovery and reduction of manual form generation.

Given all the aforementioned reasons the DA and PD have reached the conclusion that a legal case management system (LCMS) is necessary in order to access electronic data on demand, manage attorney workload, meet time-sensitive requirements, provide metrics and eliminate manual form generation. Improved efficiency and caseload management will greatly assist both the DA and PD in providing timely resolution of criminal cases. There are no anticipated cost savings. An annual increase in cost of \$96,000 to support the system will result in quicker case resolutions which will benefit the community as a whole. The ability to review and analyze cases will provide both departments with needed information necessary to respond to changing workloads. IJS will continue to serve as the point of integration between all of the justice departments to meet each department's operational and reporting needs.

Information Systems Department:

Information Systems Department maintains the Integrated Justice System. The legal case management software will need to interface with IJS. A significant amount of ISD staff programming will be required to create integration with the LCMS. This includes separating DA and PD functionality from the tightly coupled Integrated Justice System while at the same time maintaining all the existing integration

between all the justice departments. In addition to decoupling DA and PD out of IJS, there is also a substantial amount of work to re-integrate Karpel Prosecutor and Defender Case Management Systems with the Court, Detention, Sheriff, Probation and Law Enforcement Agencies. ISD performed a detailed analysis to determine a robust yet conservative estimate of its programming requirements. This included reviewing and determining requirements for over 50 components that will need integration programming.

The County's enterprise electronic document management system, OnBase, will also be utilized as part of this project. Active cases will be managed within the legal case management system, but upon completion, the closed record files will be migrated to the OnBase repository for electronic storage per public records requirements. This integration will allow the Prosecutor and Defender to store official files electronically instead of in paper form.

Procurement Process:

A Request for Proposals was issued on December 10, 2012. It was posted on-line and directly mailed to over 30 vendors. Eight vendors responded and the County used three phases of evaluation including the evaluation of the written proposal, a technical evaluation of four vendors, and product demonstration by three finalists. Karpel, Inc., providing ProsecutorbyKarpel and DefenderbyKarpel products and implementation services, is the selected vendor. Evaluation committee included staff from DA, PD and ISD.

Contract Costs:

The proposed contract includes procurement of both the Prosecutor and Defender products including initial license and support in the amount of \$550,073 and implementation services in the amount of \$221,150. Annual Software and Interface support for years 2-6 are included in this contract starting at \$95,900 – for years 2-6 with a 4% increase in year 5 and total \$483,336. The total contract including implementation services, six years of annual support and contingency shall not exceed \$1,254,559.

Contract Costs

| | |
|---|--------------------|
| Karpel Legal Case Management System | |
| Software | \$550,073 |
| Professional Services | \$221,150 |
| | |
| Additional 5 Year Maintenance & Support (ongoing Costs at \$95,900 per year) | \$483,336 |
| Total Karpel Contract | \$1,254,559 |

Project Funding:

Total project costs are \$2.0 million including costs associated with ISD integration, project management services, initial software, hardware, and vendor implementation services. As part of the FY 13-14

supplemental budget, your Board allocated funding in the amount of \$1.65 million based on an early estimate. Since that time, staff has estimated the total cost of this project to be an additional \$394,123. This additional amount of \$394,123 will be requested in FY 14-15 if required to complete the project.

Project Costs

Karpel Legal Case Management System

| | | |
|-----------------------|--------------------------------|-----------|
| Software | \$550,073 | |
| Professional Services | \$221,150 | |
| | Karpel Contract –Project Costs | \$771,223 |

OnBase Electronic Document System

| | | |
|-----------------------|------------------------|-----------|
| Software | \$72,000 | |
| Professional Services | \$30,000 | |
| | On Base -Project Costs | \$102,000 |

Information Systems

| | | |
|-----------------------|--------------------|-------------|
| Hardware | \$101,500 | |
| Professional Services | \$929,400 | |
| Project Contingency | \$140,000 | |
| | ISD -Project Costs | \$1,170,900 |

Total One Time Project Costs **\$2,044,123**

A budgetary request will be included with the FY 14-15 budget in the amount of \$394,123 to meet full project costs.

Total increased annual support and maintenance costs for the above software and hardware of \$95,900 are anticipated for years 2-5 and \$99,736 for year 6 will be included in the annual operational budgets of DA and PD.

Prior Board Actions:

- October 22, 2013 – Board approved allocation of 2.0 FTE staff positions to support project.
- June 11, 2013 – Board approved \$1,650,000 in FY 13-14 Budget including funding for ISD staffing for programming and support.
- October 23, 2012 – Presentation of Public Defender Management Review “Harvey Rose” Report.
- July 12, 2011 – Board approved Enterprise Electronic Document Management System Implementation with OnBase.

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

Fiscal Summary - FY 13-14

| Expenditures | | Funding Source(s) | |
|---------------------------|---------------------|--------------------------|---------------------|
| Budgeted Amount | \$ 1,650,000 | County General Fund | \$ 1,650,000 |
| Add Appropriations Req'd. | \$ | State/Federal | \$ |
| | \$ | Fees/Other | \$ |
| | \$ | Use of Fund Balance | \$ |
| | \$ | Contingencies | \$ |
| | \$ | | \$ |
| Total Expenditure | \$ 1,650,000 | Total Sources | \$ 1,650,000 |

Narrative Explanation of Fiscal Impacts (If Required):

The proposed contract is included in the approved FY 13-14 project budget of \$1.65 million. Additional appropriations of \$394,123 to fully fund the recommended project will be included with the requested FY 14-15 Budget.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

Additional staffing of 2.0 Senior Programmer Analysts was approved in the FY 13-14 budget and the position allocations were approved in Q1 Consolidated Budget Adjustments for programming and support needs for this legal case management project.

Attachments:

None.

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

Proposed Agreement between County of Sonoma and Karpel, Inc.



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: County of Sonoma Board of Supervisors

Board Agenda Date: December 10, 2013

Vote Requirement: Majority

Department or Agency Name(s): Permit and Resource Management Department

Staff Name and Phone Number:

Reg Cullen 565-2502

Supervisorial District(s):

All

Title: National Pollutant Discharge Elimination System (N.P.D.E.S.) Phase I Storm Water Annual Report, Term 3, Year 4 (2012-2013)

Recommended Actions:

Adopt a resolution of the Board of Supervisors of the County of Sonoma authorizing the Chair to Certify the Annual Report for Phase I, Term 3, Year 4 (2012-2013) for the National Pollutant Discharge Elimination System (N.P.D.E.S.) Discharge Permit No. CA 0025054 for Storm Water Discharges, and directing the submittal of Annual Report package to the North Coast Regional Water Quality Control Board

Executive Summary:

The County of Sonoma resides within the jurisdiction of two Regional Water Quality Control Boards: the North Coast Region (Phase I, this summary) and the San Francisco Bay Region (Phase II). The County administers two National Pollutant Discharge Elimination System (N.P.D.E.S.) MS4 permits -- one for each regional board. The County and the Water Agency are CoPermittees for a permit from the state with the same number but submit separate Phase I Annual Reports on unique work items. The Water Agency is responsible for most of the water quality monitoring elements of the permit while the County is responsible for administering components including municipal operations and business outreach.

The County's N.P.D.E.S. Municipal Storm Water Discharge Permit, permit number CA0025054, was renewed by the North Coast Regional Water Quality Control Board (Water Board) on October 1, 2009. This permit references the County Storm Water Management Plan (S.W.M.P.) that was developed to define a storm water program spanning the five-year permit term and was approved by the Board of Supervisors in November of 2007.

One of the permit activities requires preparation and submittal of an annual report which is due to the Water Board each year by December 15th. This year's annual report is scheduled to be submitted to the Water Board on December 15, 2013.

The report provides information to the Water Board on the progress made relative to the County's S.W.M.P. goals and activities. It also provides an evaluation of the effectiveness of these activities and any modifications to the goals and activities.

Accomplishments for FY 2012-13

Specific progress during this permit term, and accomplishments by various county departments over the twelve month reporting period include:

Department of Transportation and Public Works (D.T.P.W.) and Waste Management Agency

1. Removed 91.33 tons of litter, leaves, and debris from roadside sweeping within the Phase I area.
2. Collected 969,175 pounds of household toxics.
3. Collected 1,141,534 pounds of electronic waste for recycling.
4. Collected 527,425 pounds of oil from curbsides and vendors for recycling.

Permit and Resource Management Department (P.R.M.D.)

1. Participated in multi-agency Enforcement Task Force Meetings to discuss environmental crimes.
2. Continued to provide storm water pollution prevention outreach to the construction industry and private owners.
3. Conducted 21 preconstruction meeting for grading permits, conducted 92 erosion control storm water inspections at 39 active grading construction sites in permit boundary.
4. Compiles, edits, reviews, and circulates the Phase I annual storm water report.

Department of Health Services/Environmental Health and Safety Division (E.H.S.)

1. Conducted 249 Best Management Practice inspections (B.M.P.) in Santa Rosa and 54 B.M.P. inspections in the unincorporated area.
2. Staff investigated 64 complaints of illicit discharges in the City of Santa Rosa and 74 complaints of illicit discharges in the unincorporated area of the N.P.D.E.S. permit boundary.

Regional Parks Department (R.P.)

1. Continued to follow current practices relating to retention and planting of native vegetation and water conservation.
2. Sponsored two pesticide seminars during the current reporting term.
3. Continued support for the Environmental Discovery Center.
4. Continued to organize County Day of Caring that includes trash pickup in creeks.

County Fire

1. Fire inspectors documented 107 violations of Certified Unified Program Agency regulations in the Phase I boundary.
2. Conducted 22 inspections at the 13 Retail Gas Outlets within the Phase 1 boundary.
3. Conducted 2 inspections at the 32 automotive service facilities within the Phase I boundary.

Agricultural Commissioner's Office (A.C.O.)

1. Conducted 57 inspections on vineyard/orchard projects.
2. Conducted 18 inspections on level II vineyard/orchard projects prior to the commencement of any work.

Goals and Modifications

Due to staff reductions at P.R.M.D. the County did not complete one measurable goal contained in the monitoring section of the N.P.D.E.S. permit on storm water B.M.P. effectiveness. The original study called for monitoring two watersheds while using one as a control and the second to measure the effectiveness of a selected B.M.P. The study was scaled down to measure B.M.P. effectiveness from one watershed while using untreated storm water in the same watershed as the control. The Water Board was informed of this change but has not provided written comment on this modification. The County continues to follow through with the other items of this B.M.P. special study including water quality monitoring and reporting of our findings.

The N.P.D.E.S. permit requires notification to the Water Board when the County alters or cannot meet a measurable goal. These changes are then documented in the "Goals and Modifications." section of the annual report. This change for the B.M.P. special study was originally documented in the 2010-2011 annual report. Staff anticipates that the Water Board will work with the County on this modification to ensure that B.M.P. effectiveness is evaluated in the most cost effective way.

It should be noted that on November 1, 2012 the North Coast Regional Water Quality Control Board issued a Notice of Violation to the County related to its 2010-2011 monitoring program. County staff is working with staff from the Water Board to resolve these issues. One step toward resolution is having the County Department of Transportation and Public Works take over the monitoring from P.R.M.D. related to this violation.

Fiscal Summary

The County funds N.P.D.E.S. program activities through development-related fees and the general fund. Overall, the County program expenditures decreased by approximately 2.3% or \$18,849, compared to last year. This decrease is a net result from many program elements reporting both increases and decreases in expenditures but the most significant decrease was approximately \$150,000 in municipal operations cost for the Department of Transportation and Public Works. Table I below is a summary of the County program expenditures.

Table I. Phase I MS4 Storm Water Expenditures for County Departments.

| | Department of Health Services Environmental Health Division | | | | | | | | |
|---|---|------------------|------------------|------------|-----------------|-----------|-----------------|------------|------------------|
| | Department of Transportation and Public Works | | | | | | | | |
| | Permit and Resource Management Department | | | | | | | | |
| | General Services Architect's Division | | | | | | | | |
| | County Fire | | | | | | | | |
| | Agricultural Commissioner's Office | | | | | | | | |
| | Regional Parks Department | | | | | | | | |
| | CAO | | | | | | | | TOTAL |
| Program Management Effectiveness Evaluation | \$33,782 | \$14,934 | \$58,746 | \$0 | \$0 | NA | \$39,866 | \$0 | \$147,328 |
| Private Construction | \$0 | \$0 | \$32,926 | \$0 | \$0 | NA | \$0 | \$0 | \$32,926 |
| Industrial Commercial Sources | \$20,956 | \$0 | \$0 | \$0 | \$16,816 | NA | \$0 | \$0 | \$37,772 |
| Municipal Operations | \$0 | \$450,014 | \$3,216 | \$0 | \$0 | NA | \$5,587 | \$0 | \$458,817 |
| Illicit Discharge Detection and Elimination | \$16,762 | \$0 | \$7,980 | \$0 | \$11,210 | NA | \$0 | \$0 | \$35,952 |
| Public Education and Outreach | \$7,110 | \$0 | \$51,943 | \$0 | \$0 | NA | \$2,807 | \$0 | \$61,860 |
| S.U.S.M.P. | \$0 | \$0 | \$662 | \$0 | \$0 | NA | \$755 | \$0 | \$1,417 |
| Monitoring | \$0 | \$0 | \$12,162 | \$0 | \$0 | NA | \$0 | \$0 | \$12,162 |
| Permit Fee | NA | NA | \$27,726 | NA | NA | NA | NA | NA | \$27,726 |
| TOTAL | \$78,610 | \$464,948 | \$195,361 | \$0 | \$28,026 | NA | \$49,015 | \$0 | \$815,960 |

Certification

P.R.M.D. staff compiled the annual report with data provided by various other County departments. If certified by the Board, the report will be submitted to the N.C.R.W.Q.C.B. on December 15, 2013. Federal regulations require that the report be signed by a ranking (elected) official. The wording included on the Certification Pages of the Annual Report is also required by federal regulations.

Prior Board Actions:

For more than 15 successive years the Board has certified the Phase I storm water annual report. The last action occurred on December 11, 2012 when the Board certified the Phase I annual report for Term 3 Year 3 for fiscal year 2011-2012.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

By approving this N.P.D.E.S. report, the County documents steps taken to improve water quality and preserve environmental habitat.

Fiscal Summary - FY 13-14

| Expenditures | | Funding Source(s) | |
|---------------------------|-----------|--------------------------|-----------|
| Budgeted Amount | \$ | | \$ |
| Add Appropriations Req'd. | \$ | State/Federal | \$ |
| | \$ | Fees/Other | \$ |
| | \$ | Use of Fund Balance | \$ |
| | \$ | Contingencies | \$ |
| | \$ | | \$ |
| Total Expenditure | \$ | Total Sources | \$ |

Narrative Explanation of Fiscal Impacts (If Required):

There is no fiscal impact as a result of the requested action; submitting the report is administrative in nature and required by the state storm water permit. The County funds the N.P.D.E.S. program and the compiling and writing of this report through development-related fees.

| Staffing Impacts | | | |
|---|---|------------------------------|------------------------------|
| Position Title (Payroll Classification) | Monthly Salary Range (A – I Step) | Additions (Number) | Deletions (Number) |
| | | | |
| | | | |
| Narrative Explanation of Staffing Impacts (If Required): | | | |
| None. | | | |
| Attachments: | | | |
| Board of Supervisors Draft Resolution. | | | |
| Related Items "On File" with the Clerk of the Board: | | | |
| Annual report and appendices. | | | |



County of Sonoma
State of California

Date: December 10, 2013

Item Number: _____

Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Authorizing The Chairman To Certify Annual Report For Term 3, Year 4 (2012-2013) For The National Pollutant Discharge Elimination System Discharge Permit No. CA 0025054 For Storm Water Discharges And Approving The Submittal Of Annual Report To The North Coast Regional Water Quality Control Board.

Whereas, on October 1, 2009, the North Coast Regional Water Quality Control Board (Regional Water Board) adopted Order No. R1-2009-0050, Waste Discharge Requirements for the County of Sonoma, National Pollutant Discharge Elimination System (NPDES) Permit No. CA 0025054; and

Whereas, the NPDES Permit No. CA0025054 requires the County of Sonoma to submit an annual report documenting the status of all the general programs and individual tasks contained in the Permit and Storm Water Management Plan; and

Whereas, the Storm Water Management Plan specifying tasks for the term of Permit No. CA 0025254 was approved by the Board of Supervisors of the County of Sonoma in November 2007.

Now, Therefore, Be It Resolved that the Board of Supervisors of the County of Sonoma hereby finds, determines, and declares as follows:

1. The above recitals are true and correct.
2. The Chair is authorized to certify Annual Report for Permit Term 3, Year 4 (2012-2013) for NPDES Permit No. CA 0025054 for Storm Water Discharges.
3. The submittal of Annual Report for Permit Term 3, Year 4 (2012-2013) for NPDES Permit No. CA 0025254 for Storm Water Discharges from the Santa Rosa Area to the Regional Water Board is approved.

Be It Further Resolved that the Clerk of the Board is designated as the custodian of the documents and other materials that constitute the record of the proceedings upon which the Board's decision herein is based. These documents may be found

Resolution #

Date:

Page 2

at the office of the Clerk of the Board, 575 Administration Drive, Room 100A,
Santa Rosa, California 95403.

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

N.P.D.E.S. Phase I Annual Report
July 1, 2012 - June 30, 2013
Term 3, Year Four

National Pollutant Discharge Elimination System for
Storm Water Discharges

N.P.D.E.S. General Permit Number C.A.0025054

Submitted to:
California Regional Water Quality Control Board
North Coast Region

Prepared by:
County of Sonoma

Submitted December 15, 2013

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PART I PROGRAM MANAGEMENT

BACKGROUND

On October 1, 2009, the North Coast Regional Water Quality Control Board (Regional Water Board) adopted order number R.1-2009-0050, Waste Discharge Requirements and Municipal Separate Storm Sewer System Permit (M.S.4 Permit) for the County of Sonoma (county). This order is National Pollutant Discharge Elimination System (N.P.D.E.S.) permit number C.A.0025054, W.D.I.D. Number 1B.96074S.S.O.N.

The N.P.D.E.S. storm water permit requires that the county submit an annual report documenting the status of all the general programs and individual tasks contained in the Storm Water Management Plan (S.W.M.P., November, 2007), including the monitoring plan, by December 15th of each year. This annual report is a detailed report on the status of implementation of the S.W.M.P., the monitoring plan, and compliance with the M.S.4 permit; and includes an evaluation of the control measures, management practices, and other actions and activities described in the S.W.M.P.

The emphasis in this fourth permit term is to use existing staff and programs as much as possible, continue the large number of existing activities that improve storm water quality, and implement new programs as detailed in the S.W.M.P. and M.S.4 permit such as continuing to promote and educate professionals about using the water quality calculator within the regional low impact development program (L.I.D.). The M.S.4 permit boundary (refer to permit boundary map) contains approximately 132,740 acres of county (unincorporated) area mostly within the Mark West Creek watershed around the City of Santa Rosa.

The county S.W.M.P. contains measurable goals to protect and preserve water quality in the areas of private construction (such as grading permits), industrial commercial sources (such as food facilities or retail gasoline outlets), municipal operations (corporation yards), illicit discharge detection and elimination, public education and outreach, and redevelopment and new development projects. This plan targets the storm water pollution associated with increasing the impervious area that usually accompanies development.

The county S.W.M.P. describes how pollutants in storm water runoff will be controlled and explains the B.M.P.s that addresses the required program areas. Each B.M.P. is listed as an activity. Each activity includes a measurable goal and an implementation schedule for time for completion. Some of the activities are “existing” and most will be continued or enhanced and some are “new”. Many of the measurable goals in this annual report are reported as “ongoing” as the county continuously implements them from year to year.

The M.S.4 permit adopted by the Regional Water Board emphasizes promoting the techniques of low impact development (L.I.D.), implementing a storm water quality management program, discharge prohibitions, and many special provisions (or orders). Some examples of L.I.D. features are vegetated swales, vegetated buffer strips, bioretention ponds (also known as rain gardens), permeable pavements, cisterns, constructed wetlands, tree filters, and green roofs. This permit also has the impervious area threshold to 10,000 square feet for requiring treatment of runoff.

The county must be in compliance with all the components of the M.S.4 permit if the county allows storm water to enter waters of the state. Some of the numerous new programs in the M.S.4 permit include: 1) submitting a best management practice (B.M.P.) plan to allow for the discharge of non storm water to waters of the state, 2) implementing a public information and participation program with the objective “to measurably increase the knowledge...of the adverse impacts of storm water pollution...”, 3) having a corporate outreach program to educate and inform local managers about storm water regulations and B.M.P.s, 4) implement pollutant reduction and control measures at industrial and commercial facilities, 5) prioritize L.I.D. features and promote L.I.D. to “the fullest extent possible” with the planning and land development goal of minimizing the adverse impacts from storm water runoff on water quality and the biological integrity of creeks, 6) minimize the percentage of impervious surface on land development projects and to “mimic the pre-development water balance through infiltration, evapotranspiration and capture and reuse of storm water”, 7) require treatment of storm water from redevelopment and new development if 10,000 square feet (less than one quarter acre) or more of new impervious surface is created as part of an industrial park, commercial strip mall, retail gasoline outlet, restaurant, parking lot, auto service facility, etc., 8) create a new L.I.D. manual (to take the place of the existing S.U.S.M.P. manual) to address hydromodification from new projects by developing a hydromodification control plan by October 2013, with input from local stakeholders, 9) create a tracking, inspection and enforcement program for post construction B.M.P.s, 10) revise the county C.E.Q.A. process to highlight project impacts to storm water from construction, post-construction, etc., 11) implement a public agencies activity program to minimize storm water pollution impacts from the activities of public agencies, 12) prioritize cleaning of storm drains and catch basins, 13) implement a program to eliminate all illicit connections and illicit discharges to the storm drain system, and 14) provide chemical analysis of storm water at selected monitoring sites.

The county meets monthly with other Phase I CoPermittees (City of Santa Rosa and the Water Agency). Those meeting agendas and minutes are found in Appendix A.

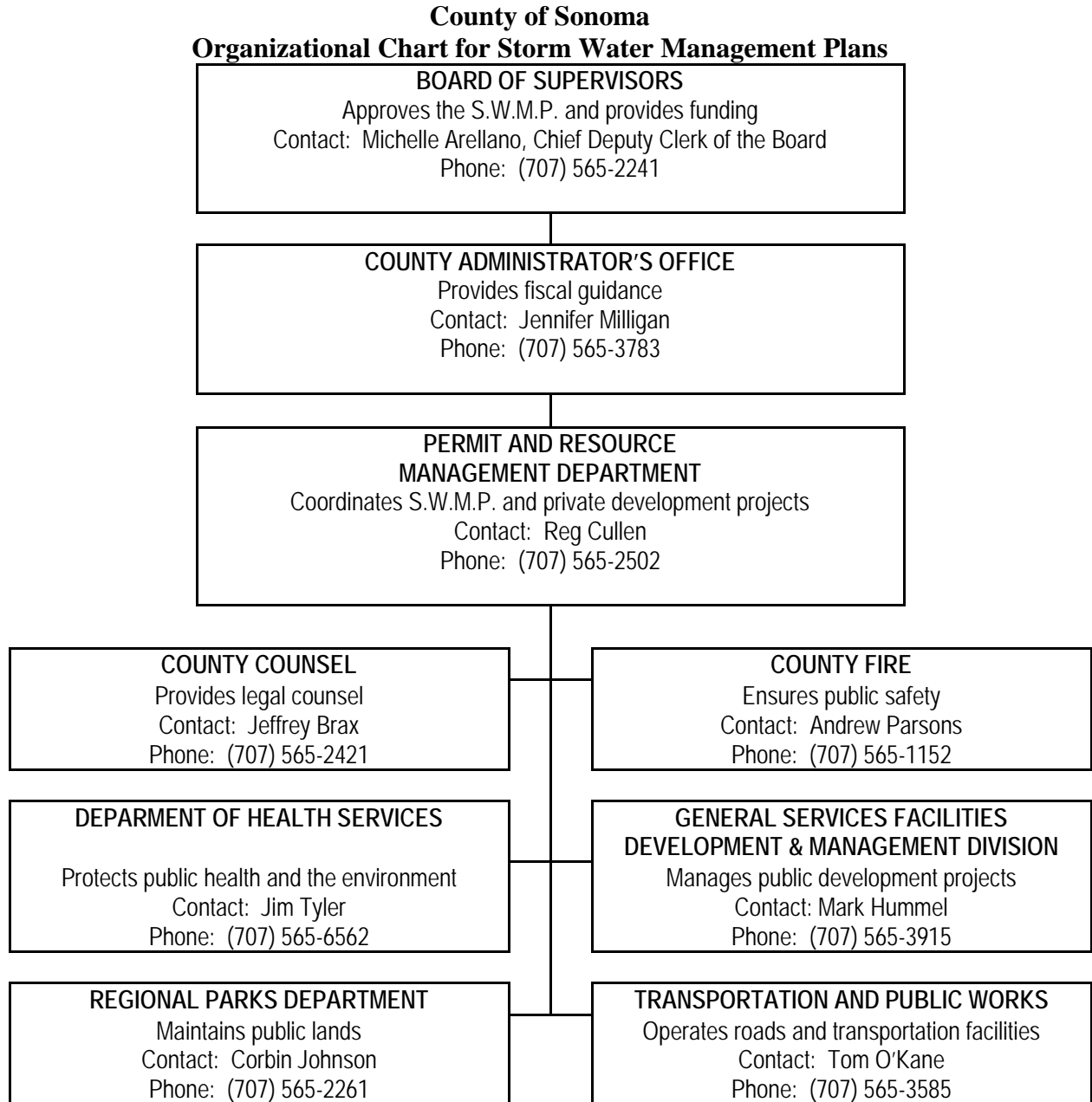
ABBREVIATIONS USED IN THIS REPORT

Many abbreviations or acronyms are used in this report. Some of the more common entities or programs that are abbreviated in this report are: Notice of Intent (N.O.I.), National Pollution Discharge Elimination System (N.P.D.E.S.), Municipal Separate Storm Sewer Systems (M.S.4's), the State Water Resources Control Board (S.W.R.C.B.), Storm Water Management Plan (S.W.M.P.), the United State Environmental Protection Agency (E.P.A.), Sonoma County Code (S.C.C.), Standard Urban Storm Water Mitigation Plan (S.U.S.M.P.), best management practice (B.M.P.), low impact development (L.I.D.), Environmental Discovery Center (E.D.C.), Waste Management Agency (W.M.A.), Household Toxics Facility (H.T.F.), the maximum extent practicable (M.E.P.), state Department of Fish and Game (D.F.G), and the state North Coast Region Water Quality Control Board (R.B.1).

County departments are shortened as follows: the Department of Transportation and Public Works (D.T.P.W), the Department of Health Services (D.H.S.), Regional Parks (Parks), the Permit and Resources Management Dept. (P.R.M.D.), Agricultural Commissioner's Office (Ag. Comm.), and the Waste Management Agency (W.M.A).

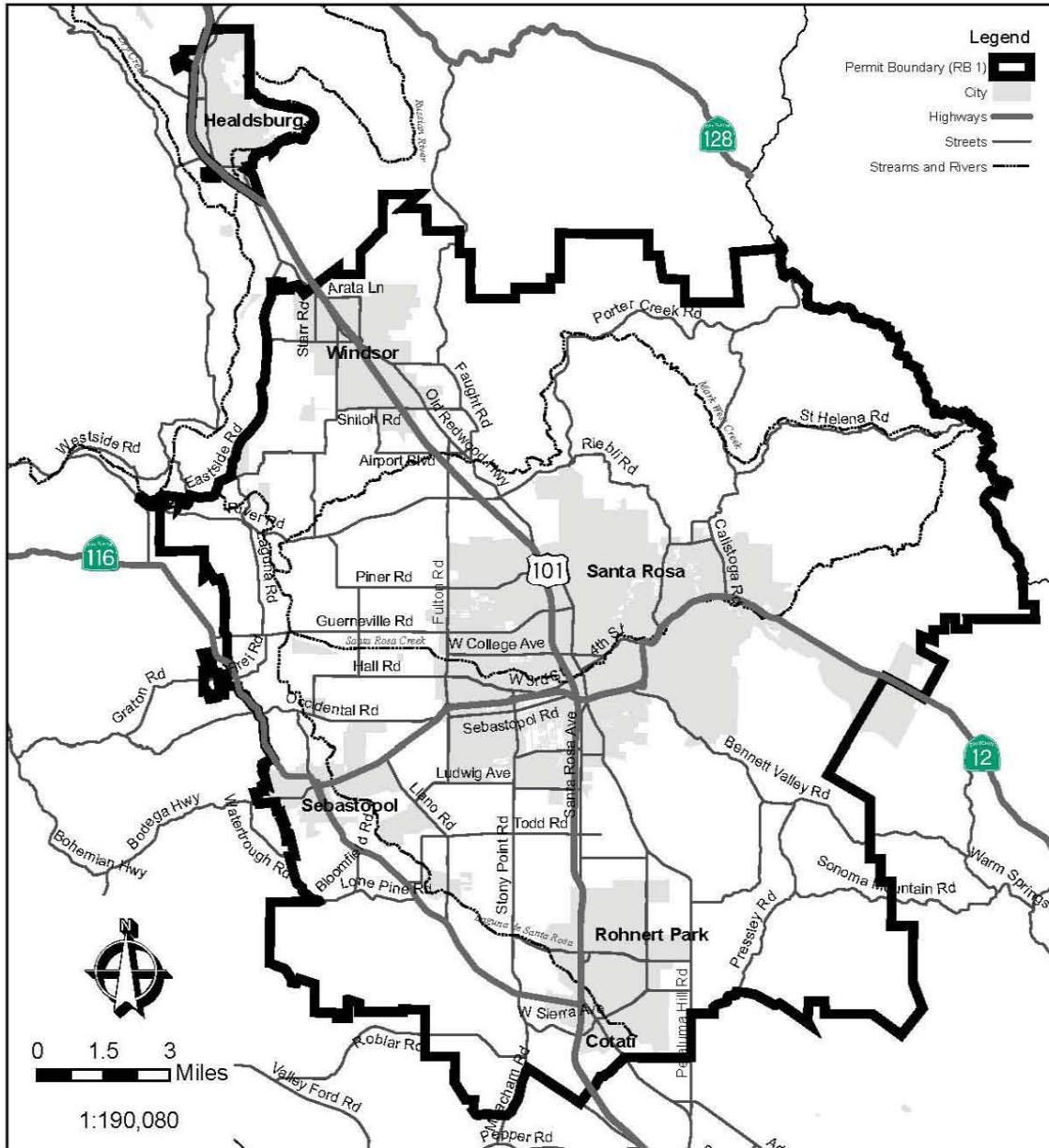
ORGANIZATIONAL CHART

The following organization chart is for the County of Sonoma. The chart includes responsibilities, contact persons and phone numbers.



PERMIT BOUNDARY

NPDES Storm Water (RB1) Area 2010-2015 North Coast Region



Map Scale and Reproduction methods in physical form as displayed. This map is for illustrative purposes only, and is not suitable for precise location or decision making.
No part of this map may be copied, reproduced, or transmitted in any form or by any means without the written permission of the Permit and Resource Management Department (PRMD), County of Sonoma, California.



Sonoma County
Permit and Resource Management Department
2550 Ventura Avenue, Santa Rosa, CA 95403
707-565-1900 FAX 707-565-1103



Author: PRMD Cartography, D. Reiner File No.: \prmd_base\engineering\Standard\UrbanStormwaterMIS\gis\on\PlanArea.mxd Date: 11/05/2010

PART II ANNUAL REPORT

PROGRAM DESCRIPTION

The County of Sonoma prepared the following report to document the implementation of the Storm Water Management Plan (S.W.M.P.). The report includes highlights of program accomplishments for this fiscal year and where appropriate provides explanations of modification of measurable goals. The program accomplishments include continuous and or ongoing measurable goals from previous years and one-time measurable goals from the current fiscal year. Related accomplishments that were not required by the S.W.M.P. appear under the heading “Additional Accomplishments”.

LEGAL AUTHORITY

Goal: Effectively prohibit non storm water discharges into storm drain system and receiving waters.

Existing Activities

The county’s legal authority required to implement and enforce the municipal storm water management plan is provided in the Federal Clean Water Act, California Water Code, Fish and Game Code, Health and Safety Code, Penal Code and the Sonoma County Code. The California Environmental Quality Act and Subdivision Map Act provide municipalities’ legal authority to establish conditions on development projects. Sonoma County has adopted local ordinances to supplement federal and state legal authority to fulfill the National Pollutant Discharge Elimination System for storm water discharge (N.P.D.E.S.) requirements and implement the Storm Water Management Plan (S.W.M.P.). These local ordinances are codified in the Sonoma County Code and many of the provisions of the ordinances relating to storm water are codified in Sonoma County Code chapter 11 A., storm water quality, and chapter 11 grading, drainage and vineyard and orchard site development (a county wide grading ordinance).

The county’s existing legal authority has effectively implemented the elements of the existing storm water management plan, thereby reducing pollutants in storm water discharge to the maximum extent practicable (M.E.P.) within its jurisdiction.

The county’s legal authority was revised in 2005 to address a noted deficiency. The previous legal authority cited only the Santa Rosa M.S.4 permit boundary as the applicable boundary. The revised legal authority broadened the language to include any permit boundary contained in an M.S.4 N.P.D.E.S. permit adopted or issued by the San Francisco Bay Regional Water Quality Control Board, R.B.I. or S.W.R.C.B.

New Activities

The county’s legal counsel will consult the R.B.1’s legal counsel to the extent there are other specific identified needs for any further county code revisions in connection with the second permit.

Measurable Goals Implementation Schedule

- b.** County’s legal counsel will consult Regional Water Board counsel.

Accomplishments

Permit and Resource Management Department (P.R.M.D.) and County Counsel

Measurable Goal (b) County Counsel has consulted with the Regional Water Board during the adoption process for the current M.S.4 permit. Counsel will consult with Regional Water Board Counsel as needed, ongoing.

PRIVATE CONSTRUCTION

Goal: Reduce construction site related pollutants, especially sediment, to the M.E.P..

Grading Permit Issuance

Measurable Goals Implementation Schedule

- a. Continue to require erosion control plans for permitted grading projects, ongoing.
- b. Continue to use guidelines that are encouraged for local use by R.B.1, ongoing.
- c. Report the number of grading permits issued and the publication used to review and approve the erosion control plans, in annual report, annually.
- d. If a comprehensive Grading Ordinance is adopted, review the Resource Conservation Element of the General Plan to ensure supporting policy changes reflect new ordinance, complete during term three.

Accomplishments

Permit and Resource Management Department (P.R.M.D.)

Measurable Goal (a) P.R.M.D. staff continues to require erosion control plans for permitted grading projects. For this reporting period there were 36 grading permits issued within the permit boundary. All grading permits had erosion control plans.

Measurable Goal (b) P.R.M.D. staff continues to use guidelines that are encouraged for local use by the R.B.1. P.R.M.D. staff uses the following publications to review and approve the erosion control plans:

“Erosion and Sediment Control Field Manual” by the San Francisco Bay Regional Water Quality Control Board

“Manual of Standards for Erosion & Sediment Control Measures” by the Association of Bay Area Governments

“Storm Water Best Management Practice Handbook” by the CA Storm Water Quality Assoc

“Low impact development technical design manual for storm water” by the City of Santa Rosa and the County of Sonoma, August 2011

Measurable Goal (c) Table One below presents grading permit data within the M.S.4 permit boundary. Staff at P.R.M.D. uses Chapter 11 of County Code as a basis for plan check review. The information presented in Table One is predicated on the project triggering a criterion some time during the fiscal year. For example, “active” means the permit was in “issued” status at some point during the fiscal year, either by being issued or rolling over from the previous fiscal year. “Finalized” means the permit status was changed to “final” status during the reporting period.

Table One
Grading Permit Data within the Permit Boundary

| Grading Permit Information | Reporting fiscal year |
|-----------------------------------|------------------------------|
| New grading permits issued | 36 |
| New grading permits finalized | 10 |
| Total grading permits active | 81 |
| Total grading permits finalized | 19 |

Measurable Goal (d) The grading ordinance (Sonoma County Code Chapter 11) was implemented in January of 2009 and used by P.R.M.D. It is not anticipated to significantly revise this code for many years.

Additional Accomplishments

Nothing to report at this time.

Vineyard and Orchard Planting and Replanting Compliance

Measurable Goals and Implementation Schedule (optional)

- a. Continue to require permits for level I and II vineyard and orchard sites, ongoing.
- b. Continue to require erosion control plans for level I and II vineyard and orchard sites, ongoing.
- c. Continue to use Best Management Practices for Agricultural Erosion and Sediment Control by the Sonoma County Agricultural Commissioner’s Office that are for local use, ongoing.
- d. Continue to post relevant information to the county website.

Accomplishments

Agricultural Commissioner

Measurable Goal (a) The Agricultural Commissioner’s Office continues to require permits for Level I and II vineyard and orchard development sites. The Agricultural Commissioner’s Office received and reviewed 70 permit applications for Level I vineyard/orchard sites and 13 permits applications for Level II vineyard/orchard development sites for planting or replanting.

Measurable Goal (b) The Agricultural Commissioner’s Office continues to require erosion control plans for all Level I and II vineyard and orchard development sites. Engineered plans are required for Level II sites. The Agricultural Commissioner’s Office received 70 permit applications with erosion control plans for Level I vineyard/orchard sites and 13 permit applications with engineered plans for Level II vineyard/orchard sites for planting or replanting.

Measurable Goal (c) The Agricultural Commissioner’s Office uses the following erosion control plan guidelines for local use: Best Management Practices for Agricultural Erosion and Sediment Control by the Sonoma County Agricultural Commissioner’s Office.

Measurable Goal (d) The Agricultural Commissioner’s Office continues to post relevant information regarding vineyard/orchard site development standards and best management practices on the department’s website. The Agricultural Commissioner’s Office attended 3

non-departmental workshops and offered outreach and education to approximately 800 attendees vs. holding their own workshop.

Inspection of Sites Requiring Erosion Control Plans

Measurable Goals Implementation Schedule

- a. Continue to hold preconstruction meetings and discussions with grading personnel on grading projects, once per project (P.R.M.D.).
- b. Continue to conduct B.M.P. verification inspections on grading projects with an acre or more of land disturbance prior to October 15th, once per project (P.R.M.D.).
- c. Continue to conduct B.M.P. verification inspections on grading projects during the winter season, once per project per year (P.R.M.D.).
- d. Continue to conduct final grading inspections for all grading projects, ongoing (P.R.M.D.).
- e. Inspect Level I vineyard/orchard sites as required, ongoing (Agricultural Commissioner).
- f. Inspect Level II vineyard/orchard sites as required, ongoing (Agricultural Commissioner).
- h. Report number of construction inspections conducted, for annual report (P.R.M.D.), and the number of vineyard/orchard inspections conducted, for annual report (Agricultural Commissioner).

Accomplishments

Permit and Resource Management Department (P.R.M.D.)

Projects in the permit boundary must discharge to a county owned and maintained M.S.4 to be subject to the N.P.D.E.S. M.S.4 permit. As such, P.R.M.D. has started tracking whether or not projects discharge to a county owned M.S.4 system. Plan review and inspection activities for projects that do not discharge to an M.S.4 within the permit boundary are not subject to this N.P.D.E.S. M.S.4 permit. However, currently all grading projects in the M.S.4 permit boundary are being treated as subject to this measurable goal as significant projects. Please refer to Table Two for a summary of the Erosion Control Inspections conducted by P.R.M.D. staff during the fiscal year reporting period.

Measurable Goal (a) P.R.M.D. staff continues to hold preconstruction meetings on grading projects. During this fiscal year, P.R.M.D. staff conducted 19 preconstruction meetings on permits issued this fiscal year and two more preconstruction meetings on permits issued in the prior fiscal year. Bear in mind this figure is relative to the number of grading permits (36) issued during this reporting period, not the total number of “active” grading projects (81). Also consider that not all of the newly issued grading permits were subject to a preconstruction meeting within the reporting period. For example, four projects were to legalize completed work, four others were permit renewals to complete work started under a previous permit and one project was for emergency grading to replace access to a residence. In addition, four projects were issued permits in May or June 2013 and did not start work in this fiscal year. Therefore, it is estimated that P.R.M.D. conducted preconstruction meeting for 83% percent (19 out of 23) of the available projects.

Measurable Goals (b and c) P.R.M.D. staff continues to conduct B.M.P. verification inspections at nearly all grading projects. As discussed above P.R.M.D. staff consider all grading projects to be significant.

P.R.M.D. conducted 92 storm water inspections at 39 of the 81 active grading projects this fiscal year. Forty eight percent (39 of 81) of the active projects received at least one storm water inspection during the reporting period. P.R.M.D. conducted 108 inspections at an additional 22 of the 81 active projects previously to this reporting period. This means that 75 percent ((39 plus 22) of 81) of the active sites have been inspected. Refer to Table One above for inspection data within the permit boundary.

Measurable Goal (d) P.R.M.D. engineering inspectors conducted 25 storm water final inspections during the reporting period.

Measurable Goal (h) P.R.M.D. staff inspected approximately 39 active grading construction sites during the fiscal year reporting period. The total number of inspections conducted on these sites include: 21 preconstruction meetings, 43 B.M.P. verification inspections, two pre-rain inspection, one S.U.S.M.P. and 25 storm water final inspections for a total 92 inspections. The raw numbers would indicate that inspections were conducted on roughly 48 percent (39 of 81) of the “active” grading permits. However, considering that another 22 active grading permits were inspected previously means that 75 percent ((39 plus 22) divided by 81) of the active grading permits have received storm water inspections.

Agricultural Commissioner

Measurable Goal (e) All 70 Level I vineyard/orchard sites were required to have a cover crop to prevent erosion and sedimentation. Level I vineyard and orchard sites are less likely to generate sediments. Seventy (70) Level I vineyard/orchard projects were reviewed and/or inspected, and required to have a cover crop to prevent erosion and sedimentation. Though inspections are not mandatory under the Grading, Drainage, and Vineyard and Orchard Site Development Ordinance, a small percentage of Level I projects received an onsite evaluation. Refer to Table Two, ongoing.

Measurable Goal (f) All 18 Level II vineyard/orchard sites were inspected prior to the commencement of any site development work. In addition, Level II projects were inspected in the fall of 2012 and were found to be in compliance or were brought into compliance as required. Refer to Table Two for erosion control inspections data, ongoing.

Measurable Goal (h) The total number of vineyard and orchard site inspections conducted is reported within Table Two. Erosion and sediment control site plans are reviewed in conjunction with a certificate of inspection to make sure the plans are complete and approved.

**Table Two
Erosion Control Inspections Data within the Permit Boundary**

| | FY reporting period |
|--|---------------------|
| All grading projects | 81 |
| Preconstruction meetings held with grading personnel | 21 |
| B.M.P. verification inspections conducted at grading projects, subsequent to the preconstruction meeting | 46 |
| Level I vineyards/orchards inspected | 9 |
| Level II vineyard/orchard sites inspected prior to the commencement of any work | 18 |
| Total number of vineyard/orchard site inspections | 57 |

Enforcement and Reporting of Non Compliant Construction Sites

Measurable Goals Implementation Schedule

- a. Continue enforcement protocol, ongoing as needed, ongoing.
- c. Report the number of noncompliant sites, the number of enforcement actions per each noncompliant site and the length of time to gain compliance to the R.W.B. in the annual report, annually.

Accomplishments

Permit and Resource Management Department (P.R.M.D.)

Measurable Goal (a) P.R.M.D. staff continues to follow the enforcement protocol for noncompliant construction sites as noted in the S.W.M.P.

Measurable Goal (c) Information regarding noncompliant sites is reported within Table Three. The data presented in Table Three is only relative to construction site storm water pollution concerns and or complaints received by the storm water section.

The storm water section did not identify any permitted grading projects that warranted a notice of violation. From time to time staff have discussed having B.M.P.s onsite and or proper installation. However, no sites warranted a violation.

The enforcement program is effective in achieving compliance once an issue has been identified and in preventing further violations. Approximately zero percent (zero of 39) of the inspected sites needed formal corrective action. Further, the nature and gravity of the informal corrective action has been relative minor, primarily focused on proper installation of B.M.P.s or installing additional B.M.P.s. We have not seen significant discharges of soil or other pollutants.

Table Three
Noncompliant sites data within the permit boundary

| Noncompliant sites Information | FY reporting period |
|---|---------------------|
| New grading storm water complaints and violations | 0 |
| Active grading storm water violations, noncompliant sites | 0 |
| Resolved or closed grading storm water violations | 0 |
| Ongoing, unresolved violations | 0 |
| Repeat noncompliant sites | 0 |
| Referrals of complaints (internal to county) | 0 |
| Referrals of noncompliant sites to regional water board | 0 |
| Referrals of nonfilers | 0 |

Additional Accomplishments

Permit and Resource Management Department (P.R.M.D.)

Although not a measurable goal, provision C.14.c of the municipal storm water permit requires P.R.M.D. staff to identify nonfilers of the general construction permit. All nonfilers are to be referred to the R.B.1. During this reporting period P.R.M.D. staff did not refer any nonfilers to the R.B.1. Several construction sites were informed they needed a state general construction permit and provided the W.D.I.D. number when they obtained a county permit.

P.R.M.D. responds to numerous complaint calls from the public and has a referral system established with other county departments. The referral system aids county staff in routing information to the appropriate entities for follow up or enforcement, and assists in providing a timely response. P.R.M.D. also refers situations that have been verified as being in violation to other state agencies (D.F.G, Army Corps and R.B.1.) as soon as possible.

The storm water section received and logged four storm water related complaints during the fiscal year. P.R.M.D. responded to all of these complaints typically within one day of their submittal either via phone call, site visit, or referral to a more appropriate division, department, or agency.

P.R.M.D. staff participates in the interagency enforcement task force meetings held approximately six times per year by the R.B.1.

Training of Targeted Staff

Measurable Goals Implementation Schedule

- a. Continue to invite Regional Water Board staff to ride along with inspectors annually.
- b. Continue to provide time at staff meetings and “code corners”, to encourage discussion of erosion control current practices, ongoing.
- c. Staff and management from the building, code enforcement, engineering, planning and well and septic divisions shall attend at least one workshop, seminar, training session or other similar function that is at least four hours in length each year per person, annually (P.R.M.D.)

Accomplishments

Permit and Resource Management Department (P.R.M.D.)

Measurable Goal (a) Paul Keiran (R.B.1) and Reg Cullen (P.R.M.D.) had a joint pre-rainy season B.M.P inspection of the Sutter Hospital on October 15, 2013. The correction notice issued to Unger Construction included the need to track walk slopes, adding perimeter wattle, and restricting vehicle access to unused stock piles. P.R.M.D. storm water inspectors are always supportive of joint inspectors with staff from the R.B.1., but are certainly open to doing so and will continue to attempt to schedule these co agency inspections for the betterment of water quality.

Measurable Goal (b) P.R.M.D. staff continues to be allotted time at staff meetings and “code corners” to discuss current erosion control practices ongoing.

Measurable Goal (c) Annual training was provided to P.R.M.D. supervisors and lead staff during the fiscal year. Staff continues to receive training on B.M.P.s and storm water quality issues. Storm water staff also cross trains with the engineering and encroachment inspectors during a ride along where information on B.M.P. installation and maintenance issues are discussed, ongoing. Refer to Appendix B. for more training information.

Agricultural Commissioner (Ag. Comm.)

Measurable Goal (c) Ag. Comm. Implemented new provisions related to tree removal in the Grading, Drainage and Vineyard and Orchard Site Development Ordinance.

INDUSTRIAL COMMERCIAL SOURCES

Goal: Reduce the potential for pollutants to contact storm water to M.E.P.

Inventory of Facilities

Measurable Goals and Implementation Schedule

- a. Maintain database of retail food facilities and closed landfills (Department of Health Services) and businesses regulated by County Fire, within permit boundary, update annually.

Accomplishments

Department of Health Services (D.H.S.)

Measurable Goal (a) D.H.S. maintains an inventory in the Environmental Health and Safety Section’s (E.H.S.) database for retail food facilities in the City of Santa Rosa and the unincorporated areas of the permit boundary to track business compliance and program performance for the following types of food facilities that are to be inspected twice during the five year permit:

- “High Risk” category food facilities
- “Moderate Risk” category food facilities

As of June 30, 2013, the inventory included 928 retail food facilities within the City of Santa Rosa and 209 retail food facilities within the unincorporated area of the county within the N.P.D.E.S. boundary.

D.H.S. also maintains a list of closed landfills. This inventory is maintained by the E.H.S.'s Local Enforcement Agency (L.E.A.) in the E.H.S.'s database as mandated by the California Department of Resources, Recycling and Recovery (Cal Recycle).

Fire and Emergency Services Department (County Fire)

Measurable Goal (a) County Fire currently regulates 336 C.U.P.A. sites within the Phase I boundary. County Fire continues to maintain its C.U.P.A. D.M.S. database of these sites. The C.U.P.A. D.M.S. database has been in use for fourteen years and is used to track storm water inspections. These activities meet the M.S.4 permit requirements, ongoing.

Retail Food Facility Inspections

Measurable Goals Implementation Schedule

a. E.H.S. staff will inspect all "High Risk" and "Moderate Risk" category retail food facilities within the N.P.D.E.S. permit boundary twice during the five year permit term. The first inspections will begin within 12 months of permit adoption and there will be a minimum interval of six months between the first compliance inspection and the second compliance inspection.

Accomplishments

Department of Health Services

Measurable Goal (a) During this fiscal year E.H.S. staff conducted 249 B.M.P. inspections in Santa Rosa and 54 B.M.P. inspections in the unincorporated area within the N.P.D.E.S. boundary.

Retail Gasoline Outlet and Automotive Service Facilities Inspections (A.S.F.)

Measurable Goals Implementation Schedule

Continue to inspect R.G.O.s on an annual basis and A.S.F.s on a routine basis. Ensure that the sites are complying with regulations and B.M.P.s.

Increase inspection frequency for A.S.F.s to once every two and a half years.

Accomplishments

Fire and Emergency Services Department (County Fire)

Measurable Goal (a) There are 13 R.G.O.s within the Phase I boundary and County Fire inspected 12 of them (92 percent) during the fiscal year. An additional 10 re-inspections were required, bringing the total to 22 inspections at these sites. There are 32 A.S.F.s within the Phase I boundary, and County Fire inspected two (6 percent) during the fiscal year

Measurable Goal (b) Storm water B.M.P.s are routinely discussed during R.G.O. and A.S.F. inspections conducted by County Fire. During the fiscal year County Fire conducted 22 R.G.O. and 2 A.S.F. inspections.

Industrial Commercial Facilities Enforcement

Measurable Goals Implementation Schedule

a. Use progressive enforcement approach to issues for noncompliant facilities, ongoing.

- b. Use administrative enforcement orders when appropriate as an enforcement tool, ongoing.
- c. Make referrals as appropriate to the regional water board, ongoing.

Accomplishments

Fire and Emergency Services Department (County Fire)

Measurable Goal (a) Progressive enforcement is a routine procedure in the ongoing inspection work done by County Fire. In the fiscal year County Fire inspectors noted 27 violations at R.G.O. and A.S.F. facilities within the Phase I boundary, 18 of which (67 percent) were noted as being corrected within established time frames.

Measurable Goal (b) County Fire settled three enforcement cases within the Phase I boundary during the fiscal year. Two were related to underground storage tanks, with the third involving violations related to hazardous wastes. The total of the three settlements was \$60,250.

Measurable Goal (c) County Fire notifies the R.B.1., as necessary. County Fire also participates in the Sonoma County Environmental Crimes Task Force, which meets quarterly with the R.B.1, at their office and serves as a forum on environmental enforcement issues

Department of Health Services

Measurable Goal (a) One B.M.P. reinspections was conducted for routine inspection violations at retail food facilities in Santa Rosa and one storm water reinspection was conducted in the unincorporated area within the N.P.D.E.S. boundary during the fiscal year.

Interagency Coordination for Industrial Commercial Facilities

Measurable Goals Implementation Schedule

- a. E.H.S. inspectors will continue to participate in the monthly CoPermittee coordination meetings.
- b. E.H.S. staff will notify the Regional Water Board within 60 days about retail food facilities that receive a third violation notice.
- c. County Fire will attend S.E.Q.A.C. and environmental task force meetings as well as be an active participant in the green business program.

Accomplishments

Department of Health Services

Measurable Goal (a) E.H.S. staff attended monthly CoPermittee coordination meetings as well as monthly coordination meetings among county department staff focusing on storm water issues.

Measurable Goal (b) Zero retail food facilities received a third violation notice so there was no reporting to R.B.1 within the reporting period. Violations were corrected thus preventing a third violation notice.

Fire and Emergency Services Department (County Fire)

Measurable Goal (c) County Fire attended Sonoma County Environmental Crimes Task Force meetings and participated in the green business program, which promotes pollution prevention.

Training of Targeted Staff

Measurable Goals Implementation Schedule

- a.** Train E.H.S. inspectors at least annually on procedures, policies and B.M.P.s for storm water pollution prevention and control. Distribute appropriate educational and training materials to E.H.S. inspectors on inspection procedures, record keeping and enforcement referral procedures, annually.
- b.** E.H.S. staff will discuss storm water pollution issues regarding retail food facilities during monthly retail food team staff meetings and discuss nonhazardous storm water pollutant discharges during quarterly Emergency Response Standby Team meetings, ongoing.
- c.** County Fire inspectors will continue to be trained in storm water pollution prevention standards, annually.

Accomplishments

Department of Health Services

Measurable Goal (a) Eighteen E.H.S. Inspectors attended food facility storm water inspection training on February 28, 2013 (see Appendix B).

Measurable Goal (b) E.H.S. staff discusses storm water related retail food facilities issues during monthly retail food team meetings and discusses illicit discharge policies and procedures during quarterly standby team meetings. Seven standby response staff attended standby spill response training on June 27, 2013 (see Appendix B), ongoing.

Measurable Goal (c) County Fire inspectors continue to be trained in storm water pollution prevention standards, ongoing.

MUNICIPAL OPERATIONS

The purpose of this section is to document the goals, existing activities and proposed activities associated with municipal operations. For purposes of this document, municipal operations include the following activities:

- public construction activities
- landscape and recreational facilities management
- storm drain system operation and maintenance
- streets and road maintenance
- parking facilities management
- emergency procedures

Goal: The goal of the public construction activities section is to incorporate B.M.P.s to reduce the discharge of pollutants in storm water runoff, especially sediment, from public construction sites.

Contract Documents

Measurable Goals Implementation Schedule

- a.** Continue to reference appropriate B.M.P.s in construction documents for public construction projects, ongoing.

- b. Review and update construction standard documents to ensure they include the most recent B.M.P.s, once during permit term.
- c. Continue to integrate appropriate low impact development technologies into project planning and design phases (Regional Parks).
- d. Continue post construction monitoring to ensure the proper installation, maintenance and or removal of B.M.P.s (Regional Parks).

Accomplishments

General Services

Measurable Goal (a) General Services continues to reference the appropriate B.M.P.s in construction documents for public construction projects. During the latest reporting period, there were no relevant construction projects underway. At the next appropriate project, the county architect will review consultants’ construction documents to confirm that references to appropriate B.M.P.s are included. Consultants are also expected to be familiar with P.R.M.D.’s requirements for construction documents, ongoing.

Measurable Goal (b) General Services will continue to work with P.R.M.D.'s storm water section to ensure that the most recent and appropriate B.M.P. details and specifications are included in municipal project construction document packages, ongoing.

Regional Parks

Measurable Goal (a) Regional Parks had two inactive construction projects within the permit boundary during the reporting period and continued the practice of referencing appropriate B.M.P.s in the construction documents for these public projects. Environmental documents, design plans and construction documents incorporate customized measures to address site specific issues including potential impacts to storm water. Refer to Appendix H for project details and summary matrix, ongoing.

Measurable Goal (b, c and d) Regional Parks continues the practice of reviewing and updating construction standard documents to ensure they include the most recent B.M.P.s including promoting L.I.D. facilities as well as continuing post construction monitoring, ongoing.

Department of Transportation and Public Works (D.T.P.W.)

Measurable Goal (a) D.T.P.W. continually reviews and updates project documents as they are developed during the project environmental and design phase. Special provisions for each project consider individual site requirements and construction practices that may impact storm water quality, ongoing.

Compliance with State General Construction Permit

Measurable Goals Implementation Schedule

- a. Continue to submit notices of intent (N.O.I.s) for projects subject to the state general construction permit requirement throughout the permit term.

Accomplishments

Department of Transportation and Public Works (D.T.P.W.)

Measurable Goal (a) One capital improvement project triggered an N.O.I. during the reporting period; Porter Creek Bridge Replacement (C00028). D.T.P.W. continues to submit N.O.I.s for projects subject to state general construction permit requirements. For projects that do not trigger an N.O.I. or a Storm Water Pollution Prevention Plan (S.W.P.P.P.), such as a roadway or minor widening of a roadway, D.T.P.W. typically includes requirements for a Water Pollution Control Plan (W.P.C.P.) that accomplishes the same goal as an S.W.P.P.P. when required.

Regional Parks

Measurable Goal (a) Regional Parks had two inactive projects subject to coverage under the state general construction permit and submitted N.O.I.s for the projects. Refer to Appendix H for project details and summary matrix.

Inspection

Measurable Goals Implementation Schedule

- a. Continue to inspect public construction sites during construction activities on an ongoing basis. (D.T.P.W., Regional Parks, G.S.)
- b. Continue post construction monitoring to ensure the proper installation, maintenance and or removal of B.M.P.s. (Regional Parks)

Accomplishments

Department of Transportation and Public Works (D.T.P.W.)

Measurable Goal (a) D.T.P.W. construction inspection staff continues to monitor and enforce standard specifications and special provisions in the contract documents related to water quality. D.T.P.W. construction staff utilizes Caltrans' manual titled: "Construction Site Best Management Practice (B.M.P.) Field Manual and Trouble Shooting Guide" as a resource for construction monitoring and reporting. D.T.P.W. has assembled a library of resource materials related to storm water protection including field inspector's manuals titled: "Caltrans Division of Construction Storm Water Management Enforcement Guidance Manual" and "Storm Water Quality Handbooks", ongoing.

General Services

Measurable Goal (a) Continue to review public construction sites during construction activities on an ongoing basis. There are currently no active projects subject to the requirement of the general permit.

Regional Parks

Measurable Goals (a and b) Regional Parks continued the practice of inspecting its public construction sites during construction activities. Construction site reports are generated throughout the course of the project. Refer to Appendix H for project details and summary matrix, ongoing.

Enforcement

Measurable Goals Implementation Schedule

- a. Continue to enforce the construction documents including the provisions set forth regarding failure to carry out orders given or to perform the provisions of the contract.

Accomplishments

Department of Transportation and Public Works (D.T.P.W.)

Measurable Goal (a) D.T.P.W. construction inspection staff continues to monitor and enforce standard specifications and special provisions in the contract documents. D.T.P.W. construction staff utilizes the manual titled “Caltrans Construction Site Best Management Practice (B.M.P.) Field Manual and Trouble Shooting Guide” as a resource for construction monitoring and reporting, ongoing.

Regional Parks

Measurable Goal (a) Regional Parks continued to enforce construction documents including special provisions for its two inactive projects. Through the general conditions set forth in the contract specifications, Regional Parks may suspend work or terminate a contract for failure on the part of the contractor to carry out orders given or to perform any provisions of the contract. Refer to Appendix H for project details and summary matrix, ongoing.

Training of Targeted Staff

Measurable Goals Implementation Schedule

- a. Continue to provide training to all applicable staff involved in public construction projects, ongoing.
- b. Provide annual training to key personnel to enhance construction B.M.P. knowledge, annually.

Accomplishments

Department of Transportation and Public Works (D.T.P.W.)

Measurable Goal (a) Refer to the seminars and course list below in Table Four.

Measurable Goal (b) D.T.P.W. staff attended training and seminars related to storm water quality, erosion and sediment control and B.M.P.s. Refer to list below.

Table Four
Seminars or Training Courses Attended

| Course | Date | Attendance |
|---|--------------------|------------|
| Identifying Wetlands, Waters of the State, and permitting. Presenter – Richard Stabler, PRMD Environmental Specialist | March 13, 2013 | 23 |
| Maintenance supervisor meetings(with B.M.P., N.P.D.E.S. and Storm Water topics) | August 1, 2012 | 9 |
| | August 29, 2012 | 13 |
| | September 26, 2012 | 14 |
| Maintenance supervisor meetings(with B.M.P., N.P.D.E.S. and Storm Water topics), continued | October 10, 2012 | 10 |
| | December 19, 2012 | 13 |
| | February 13, 2013 | 13 |

| | | |
|--|---------------|----|
| | July 31, 2013 | 13 |
|--|---------------|----|

General Services

Measurable Goal (a) General Services will continue to provide appropriate training to all applicable staff involved in public construction projects. Appropriate staff members have attended S.W.M.P. workshops when offered. In addition, a S.W.M.P. library has been established in the county architect’s office and is updated as new materials are received. A list of websites is maintained for staff use, ongoing.

Measurable Goal (b) Key personnel will continue to be provided with annual training, or as may be appropriate per current project types, to enhance construction B.M.P. knowledge

Regional Parks

Measurable Goals (a, b) The Regional Parks Coordinator, two Maintenance Supervisors, and two Maintenance Workers attended the Russian River-Friendly Landscape Guidelines, Sustainable Practices for the Landscape Professional event on January 29, 2013. Topics covered included a discussion on the principles of friendly landscaping, the RRWA interactive map, principles and practices in action, and ecological grading techniques for storm water management in the landscape. .

Landscape and Recreational Facilities

Goal: Incorporate B.M.P.s to minimize the discharge of pollutants in storm water runoff from existing landscape and recreational facilities.

This section focuses on chemical (pesticides, herbicides and fertilizers) use, storage, disposal and reduction as well as proper disposal of vegetation and other debris and minimizing pollutants from entering permittee owned recreational water bodies.

Pesticide, Fertilizer and Invasive Plant Management

The Regional Parks department currently adheres to all federal, state and local regulations that govern fertilizer, pest control and fire management in all applicable facilities. Staff meetings are conducted, one purpose of which is to reinforce the proper use of pesticides, herbicides and fertilizers. The department follows chemical application procedures, such as chemical applicators; complies with standardized protocol for routine and non routine application of pesticides, herbicides (including pre emergents) and fertilizers; chemical applicators comply with the S.W.R.C.B. guidelines and monitoring requirements for application of aquatic pesticides to surface waters (W.Q. order number 2001 to 2012 D.W.Q.); chemical applicators do not apply pesticides and fertilizers immediately before, during, or after a rain event or when water is flowing off the application area; chemical applicators do not use or store banned or unregistered pesticides; chemical applicators are certified by the California Department of Pesticide Regulation or are under the direct supervision of a certified pesticide applicator; and monthly reports are submitted to the Sonoma County Agricultural Commissioner.

The Regional Parks department currently utilizes five permanent chemical storage areas and utilizes temporary chemical storage areas as needed for specific activities. The permanent and temporary chemical storage areas comply with federal, state and local regulations. Current

practices include banned or unregulated chemicals which are not stored; chemicals are stored indoors, or are stored outdoors under cover on a paved surface; required signage is installed and maintained; secondary containment is used where appropriate; and chemical storage areas are inspected regularly, including annual inspection in compliance with the City of Santa Rosa Fire Department.

The department complies with federal, state and local regulations regarding the disposal of pesticides, herbicides and fertilizers. Chemical disposal is handled through the Safety Kleen Company, or the current vendor.

Additionally, the Regional Parks department is currently implementing a program to reduce the use of pesticides, herbicides and fertilizers. Reduced chemical use also reduces the chemical storage and disposal needs, which also reduces chemical handling and the potential for spills. Elements of the chemical reduction program include reduction of the toxicity level of pesticides, herbicides and fertilizers; the reduction of the actual number of pesticides, herbicides, and fertilizers used; and implementation of Integrated Pest Management Program (I.P.M.P.) practices over chemical solutions.

To date, the chemical reduction program has yielded positive results. The overall toxicity of chemicals used by the department's staff is limited to the "caution" level.

Furthermore, the suspension of the use of pesticides near wetland areas at Helen Putnam and Tolay Lake parks continued, in compliance with a federal court order and an Environmental Protection Agency (E.P.A.) injunction which restricts pesticide use in California red legged frog habitat.

The Regional Parks department also requires all vendors and contractors to adhere to federal, state and local regulations that govern pesticide, herbicide and fertilizer use, storage and disposal by including appropriate provisions in project specifications and agreements. The activities of vendors and contractors are inspected to ensure that the provisions are being adhered to. The timing and frequency of inspection is determined by the particular activity, the activity location, the time of year that the activity is occurring and the specific provisions that require implementation. The Regional Parks department's inspection practice provides authority to address non performance by documentation, sending notice to the contractor and withholding payment for non performance.

Maintenance staff participates in the Integrated Pest Management Program (I.P.M.P.) and receives annual training and certification. Regional Parks, maintenance staff has been participating in I.P.M.P. training and has been implementing I.P.M.P. practices as appropriate. These practices include utilizing mulch in landscaping and to reduce the need for herbicide and fertilizer use on recreational facility grounds. The use of mulch, as part of the I.P.M.P. implementation, results in the causal effect of water conservation in landscaping and recreational facility grounds because less water is used to irrigate mulched plantings.

Regional Parks currently practices retention and planting of native vegetation and water conservation. Projects are designed to minimize potential environmental impacts from construction, including the impacts associated with loss of native vegetation. Mitigation monitoring plans, which are prepared for some C.E.Q.A. documents, include requirements for replacing trees, shrubs and native habitats adversely affected by a project. These revegetation plantings are generally completed using native vegetation.

The department also utilizes volunteer assistance to reduce the populations of non native plant species such as French broom, fennel, blackberry and pampas grass at facilities within and beyond the permit boundaries.

Measurable Goals Implementation Schedule

- a. Continue to implement the chemical use, storage, disposal and reduction practices outlined above, ongoing.
- b. Continue to follow the current practices regarding retention and planting of native vegetation and water conservation, ongoing.
- c. Continue to maintain and update databases for staff training and certification associated with pesticide and fertilizer management, during the term of the permit.
- d. Continue to maintain and update written guidelines and practices for pesticide and fertilizer management, during the term of the permit.

Accomplishments

Regional Parks

Measurable Goal (a) Regional Parks' staff continued to implement chemical use, storage, disposal and reduction practices in accordance with the strategies outlined in the storm water management plan for the current permit term. The department complied with standardized protocol for chemical application and related regulatory requirements and continued to conduct quarterly inspections in storage areas. Regional Parks' staff prepared pesticide use reports on a monthly basis and records were submitted in accordance with regulatory requirements to the county Agricultural Commissioner, ongoing.

Regional Parks continued the policy of prohibiting the use of copper based pesticides as part of the Spring Lake aquatic vegetation control program. Alternatively, U.S. E.P.A. and State of California approved Aquatic Herbicide Sonar A.S., Reward, and Gly Pro for use at Spring Lake during the reporting period to control Eurasian Watermilfoil, Coontail, Water Hyacinth, Yellow Iris and Mosquito fern (*Azolla spp*) (Clean Lakes, 2010).

Regional Parks met state requirements pertaining to application of aquatic pesticides under the Aquatic Pesticide Application Plan and water quality monitoring program for Spring Lake, in compliance with water quality order number 2004 0009 D.W.Q.

Application of chemicals by staff at all Regional Parks was limited to products that carry regulatory "caution" labels. The suspension of the use of pesticides near wetland areas at Helen Putnam and Tolay Lake parks continued, in compliance with a federal court order and E.P.A. injunction, which restricts pesticide use in California red legged frog habitat.

In addition, the Regional Parks department held two landscape pesticide applicators' seminars to educate the maintenance staff and other attendees on pesticide application, safety of the public and applicators, and promote the responsible use of pesticides. The first was held November 15, 2012, with 109 people in attendance, including two Regional Parks' employees. The second seminar was held May 7, 2013, with 139 people in attendance, including four Regional Parks' employees.

Measurable Goal (b) Regional Parks continued to follow current practices relating to retention and planting of native vegetation and water conservation, as outlined in the storm water management plan for the current permit term.

The department utilized staff and volunteer assistance to reduce the populations of non native plant species such as Scotch & French Broom, Himalayan Blackberry, Fennel and Cotoneaster at facilities within and beyond the permit boundaries. During the current reporting period, approximately 750 hours of volunteer labor were reported for non native plant removals at 14 Regional Park facilities.

New park facilities are designed to retain and protect existing native vegetation as feasible and to incorporate native species compatible with existing plant communities and environmental habitats. Environmental documents and construction specifications incorporate project specific measures directed toward minimizing site disturbance, as well as preservation and restoration of existing native vegetation, and are applied county wide. Water conservation is promoted through use of appropriate plant placement, species selection, irrigation system design and post construction landscape management techniques.

Measurable Goal (c) Regional Parks continued to maintain training databases, ongoing.

Measurable Goal (d) Regional Parks continued to maintain and update guidelines, ongoing.

Landscape Waste Disposal

Measurable Goals Implementation Schedule

- a. Continue to implement the current practices regarding proper disposal of landscape waste, ongoing.
- b. Continue to maintain and update guidance documents for proper practices and disposal of landscape waste guidance documents, during the term of the permit.

Accomplishments

Regional Parks

Measurable Goals (a and b) Regional Parks continued to comply with regulatory provisions relating to proper disposal of landscape waste as outlined in the county's storm water management plan. The majority of vegetative clippings, weeds and other landscape waste products were disposed of at the central Sonoma County landfill site, utilizing the county's green waste recycling program. Special care was taken to ensure that any suspected or confirmed sudden oak death infected material was kept out of green waste recycling and disposed of properly in the county landfill, ongoing.

Chipping of landscape debris was conducted onsite at some park facilities, for utilization of the material as organic mulch. Tree debris larger than four inches in diameter was processed for utilization as firewood in Regional Parks' campgrounds, ongoing.

Recreational Water Bodies and Swimming Pool Discharge

Measurable Goals Implementation Schedule

- a. Continue to implement the current practices regarding management and monitoring of recreational water bodies and swimming pools, ongoing.
- b. Maintain and update written guidelines and practices for management and monitoring of recreational water bodies, during term of the permit.

Accomplishments

Regional Parks

Measurable Goals (a and b) Regional Parks continued to implement the current practices outlined in the storm water management plan related to management and monitoring of recreational water bodies during the summer swim season. D.H.S. monitors levels of total coliform and *E. coli* (*Escherichia coli*) bacteria from testing at Spring Lake, Spring Lake swimming lagoon (recreational water body), Healdsburg Veterans Memorial Beach and other Russian River recreational beach areas on a weekly basis during the summer swim season. Regional Parks' staff takes daily chlorine and pH readings at the Spring Lake swimming lagoon during summer swim season. The test results are recorded in specimen reports, in accordance with regulatory requirements.

Storm Drain System Operation and Maintenance

Goal: The goal of the storm drain system operation and maintenance section is to remove the load of pollutants prior to them reaching waterways.

Drainage System Mapping

Measurable Goals Implementation Schedule

- a. Develop a G.I.S. database for inventory of storm drain systems, during permit term. (Regional Parks)
- b. Continue inventory of closed conduit system in the Larkfield Wikiup and airport business park urban areas and other urbanized areas within the boundary, during permit term.

Accomplishments

Regional Parks

Measurable Goal (a) Regional Parks developed a G.I.S. database at the end of the previous permit term to document storm water systems located in county park lands within the permit boundary. The G.I.S. database provides access to both spatial and spreadsheet formatted information on the location, size, material and conditions of storm water infrastructure in our facilities. Features included in the database include drain inlets, outfalls, culverts, creeks and swales.

Department of Transportation and Public Works (D.T.P.W.)

Measurable Goal (b) D.T.P.W. continued inventory, inspection, cleaning and labeling of closed conduit systems in the Larkfield Wikiup and Airport business park urban areas and other urbanized areas within the permit boundary. In this fiscal year D.T.P.W. inspected 125 closed storm drains in the Larkfield Wikiup area alone. Of those, two (2) were discovered to be dirty and were scheduled for cleaning using a vactor truck. All storm drain labels were cleaned or replaced.

Clean and Inspect Storm Drain Pipes and Inlet Structures

Measurable Goals Implementation Schedule

- a. Continue annual inspection of problem inlets and closed drainage systems and clean as necessary.(D.T.P.W.)

Accomplishments

Department of Transportation and Public Works (D.T.P.W.)

Measurable Goal (a) G.I.S. mapping was ongoing during the reporting period and will continue throughout the coming year. For the Phase I boundary, 90 percent of urban storm drains have been mapped, and 50 percent of rural storm drains have been mapped. Inlets and pipes that are known to cause flooding are routinely cleaned or opened in all areas prior to storm events. During routine inspections 373 storm drain inlets were inspected and cleaned where necessary within the boundary area, including the Larkfield Wikiup area, airport industrial area, fairgrounds subdivision, Santa Rosa Avenue, Healdsburg, Windsor, Sebastopol, Forestville and Graton boundary areas.

Regional Parks

Measurable Goal (a) Regional Parks' staff continued the standard practice of performing annual inspection and clearing of known problem storm drain inlets within the permit area, prior to the onset of the first substantial rains during the reporting period. Subsequent monitoring and clearing occurred as necessary during the rainy season. To prevent debris from entering storm drains, temporary sediment control devices were installed as necessary at select locations.

Open Channel or Roadside Ditch Inspection and Maintenance

Measurable Goals Implementation Schedule

- a. Continue to inspect roadside ditches on an annual basis and remove trash and debris as necessary to prevent or minimize flooding and erosion.

Accomplishments

Department of Transportation and Public Works (D.T.P.W.)

Measurable Goal (a) D.T.P.W. will continue to remove trash, debris, etc., from plugged areas and will clean ditches to minimize and in response to flooding. D.T.P.W. will continue to install proper B.M.P.s to reduce erosion and downstream sediment, ongoing. Within the Phase I boundary, one roadside ditch was cleaned using equipment, including all driveway and under road culverts along this route.

Regional Parks

Measurable Goal (a) Regional Parks' maintenance and operations staff continued with the standard practice of inspecting roadside ditches under departmental jurisdiction during the reporting period. Trash and debris was removed as necessary in order to prevent or minimize flooding and erosion. Trash and other debris were also removed adjacent to creek areas in parks located within, as well as beyond the permit boundary, ongoing.

Storm Drain Labeling

Measurable Goals Implementation Schedule

- a. Maintain and update written guidelines, procedures and database for the storm drain labeling program, during permit term.(Regional Parks)
- b. Inspect all storm drain inlets on an annual basis to ensure labels are installed, annually.(Regional Parks)
- c. Label new storm drain inlets in the Larkfield and Wikiup and airport business park urban areas and replace damaged or missing labels found during storm drain inspections, ongoing.

Accomplishments

Regional Parks

Measurable Goals (a, b, and c) Regional Parks inspected drain labels in their high traffic parks during the current reporting period. No inspected labels needed to be replaced. These results are consistent with the priorities identified for the inventory of closed storm drain systems.

D.T.P.W.

Measurable Goal (c) D.T.P.W. requires inlet labeling in all new subdivisions as part of the subdivision conditioning. During routine inspections of existing storm drains, D.T.P.W. installed new storm drain labels reading “No Dumping, Drains to Creek”, as needed. Three hundred and seventy three (373) storm drains were inspected and labels were replaced or installed on sixty eight (68) inlets within the Phase I area. One hundred and eighty eight (188) roads with storm drains were cleared either by hand or by using a vactor truck. Areas include the mark West Larkfield area, Airport business area, Santa Rosa Country Club, the western county of the permit area, and the south Santa Rosa and Roseland areas.

Streets and Road Maintenance

Goal: Reduce the impact of street and road operations and maintenance on storm water quality. Streets and roads may collect litter and debris from nearby activities, as well as from vehicular traffic. They also require routine maintenance, which may generate waste materials.

Accomplishments

Street Sweeping Frequency

Measurable Goals Implementation Schedule

- a. Industrial commercial areas within boundary, sweep six times per year, annually.(D.T.P.W.)
- b. Urbanized residential areas within boundary, sweep three times per year (D.T.P.W.), starts in year three of the program.
- c. Various intersections, other (Regional Parks), sweep upon request.

Accomplishments

Measurable Goals (a and b) D.T.P.W. continues to oversee street sweeping within the Phase I N.P.D.E.S. area as the actual sweeping is performed by an outside contractor, North Bay Corporation (N.B.C.), effective December 2009, under a 20 year contract. The contract for this reporting period did include summarizing total volume or weight of swept material for the Phase I area, included hauling 95 loads of swept material weighing a total of 91.33 tons. D.T.P.W. will ask N.B.C. to continue to report on totals for future reporting periods. Due to budget and staffing reductions over the past two years, D.T.P.W. has eliminated its sweeping crews and reassigned staff. N.B.C. does provide monthly documentation and maps showing the schedule of the area and roads swept, with its main efforts within the industrial, commercial and residential areas where organized closed storm drain systems exist. Schedules are set up so all streets and curb and gutters within the Phase I N.P.D.E.S. area are swept once every two months.

D.T.P.W. has continued, to some degree, minimal sweeping of roads outside the N.P.D.E.S. area and within the N.P.D.E.S. area on an emergency or complaint basis only. As a rule,

sweeping paved roads improves safety for the users and D.T.P.W. understands that it has a reasonable obligation to respond to those sweeping needs as a high priority.

Regional Parks

Measurable Goal (c) Regional Parks' staff did not receive any requests for sweeping of roads and parking areas within its jurisdiction or at contracted sites during the current reporting period. Although not requested, Regional Parks' maintenance staff and general assistance workers spend hundreds of hours conducting regular sweeping of roads and parking areas to prevent issues from occurring.

Materials Management

Transportation and Public Works

Existing Activities

Street and road maintenance operations may include saw cutting, paving and the use of concrete materials in addition to natural material, trash and debris removal discussed above. Best management practices to address how to manage the materials resulting from each of these special activities is described below:

Saw cutting: Saw cutting activities are performed only in dry weather, to the extent feasible. However, emergency sewer and water repairs must be performed during any weather condition. Saw cutting slurry is either vacuumed or contained and disposed of at an appropriate location. Any spills from equipment or activity are disposed of properly.

Paving: Paving activities are performed only in dry weather, to the extent feasible. However, pothole patching may occur in the rainy season when there is a potential safety hazard. Paving materials are prevented from entering the storm drain system during paving operations and are stored away from drainage areas. Paving equipment is cleaned away from the site at an appropriate area.

Concrete: Concrete trucks are washed off site or in designated areas on site, so that there is no discharge of concrete wash water into the storm drain system. Wash water from exposed aggregate installation is contained for proper disposal. Concrete materials are stored under cover away from drainage areas. Only the required amount of concrete is mixed for any project.

The following good housekeeping practices are implemented by D.T.P.W. to properly manage wastes generated during street and road maintenance activities:

- a. Debris is prevented from entering the storm drain system.
- b. Spills and leaks are cleaned up immediately using dry methods to the maximum extent feasible.
- c. Dry materials and residue from cleaning operations are swept up.
- d. Non hazardous dry waste is collected into designated, leak proof containers and disposed of properly disposed.
- e. Trash, litter and debris from job sites are cleaned up and disposed of promptly.
- f. Work vehicles and equipment are inspected regularly for leaks.

- g. Stockpiled materials are placed away from catch basins, storm drain inlets, drainage paths and natural waterways.
- h. Stockpiled materials are bermed and tarped during rainy or windy weather.
- i. Stockpiles are inspected regularly and after significant rain events.
- j. Maintenance related products are applied and stored in accordance with manufacturer's instructions and proper safety measures.
- k. Maintenance related products are stored in labeled containers with covers.
- l. Potential polluted debris, silt and vegetation debris generated by street and road maintenance is typically disposed of at the Sonoma County central landfill.
- m. Asphalt from street or road repair is recycled to the maximum extent practicable.
- n. Natural sediments and clean materials are disposed of in various ways including: placement at county operated landfills, placement at the Korbel fill site, or placement on private land, all in accordance with county grading permit requirements.

Measurable Goals Implementation Schedule

- a. Continue to implement current good housekeeping practices regarding materials management.

Accomplishments

Department of Transportation and Public Works (D.T.P.W.)

Measurable Goal (a) D.T.P.W. will continue to implement good housekeeping practices regarding materials management at all facilities. Staff training includes FishNet 4C guidelines, B.M.P. and construction site planning and management of storm water. Staff follows the guidelines within the Fishnet 4C manual, section nine and B.M.P. toolbox (manual included in prior annual reports. Note Fishnet 4C became Fishnet 5C and Fishnet as an organization has gone out of business).

Training of Targeted Staff

Regional Parks Department

Existing Activities

Regional Parks' maintenance and operations staff representatives hold weekly operations and maintenance coordination meetings to discuss a variety of park issues, including storm water, street and road maintenance issues and other park activities. Regional Parks' staff researches and reviews current published road maintenance B.M.P.s, incorporates the most current B.M.P.s in the written guidelines and procedures, and develops and implements training. Regional Parks' field staff utilizes the Sediment Control and Erosion Prevention Field Manual produced by the department as a quick reference guide on proper selection and installation of B.M.P.s. Storm water management staff also utilizes the FishNet 4C maintenance guidelines for road and park trail maintenance activities.

Department of Transportation and Public Works (D.T.P.W.)

Existing Activities

D.T.P.W. currently conducts biweekly road crew tailgate meetings. One purpose of these meetings is to communicate and reinforce N.P.D.E.S. storm water B.M.P.s. The department will review the B.M.P. sources utilized in the streets and road maintenance and incorporate the most current B.M.P.s in road maintenance activities outlined in the FishNet Guidelines.

Measurable Goals Implementation Schedule

- a.** Continue meetings to discuss streets and road maintenance activities throughout the permit period.(Regional Parks)
- b.** Provide training to applicable staff on water quality and fish protection outlined in the Road Maintenance Standards Manual.(Regional Parks)
- c.** Routinely meet to discuss streets and road maintenance activities throughout the permit period.(D.T.P.W.)
- d.** Review current streets and road maintenance practices, including B.M.P.s related to materials management, on an ongoing basis throughout the term of this permit.(D.T.P.W.)

Accomplishments

Regional Parks

Measurable Goal (a) Regional Parks' maintenance and operations staff representatives held weekly operations and maintenance coordination meetings to discuss a variety of park issues, including street and road maintenance issues and activities. Meeting minutes were routinely recorded.

Measurable Goal (b) Regional Parks' staff researches and reviews current published road maintenance B.M.P.s, incorporates the most current B.M.P.s in the written guidelines and procedures and develops and implements training. Regional Parks' field staff utilizes the Sediment Control and Erosion Prevention Field Manual produced by the department as a quick reference guide on proper selection and installation of B.M.P.s. Storm water management staff also utilizes the FishNet 4C maintenance guidelines for road and park trail maintenance activities.

Department of Transportation and Public Works (D.T.P.W.)

Measurable Goals (b and c) In addition to staff training outlined above, storm water management issues are typically discussed at biweekly supervisors' meetings, or as issues come up. Job related B.M.P.s are discussed with crew members as a rule on a project by project basis, prior to undertaking the work at daily job duty tailgate meetings.

Measurable Goal (d) Ongoing.

Parking Facilities Management

Goal: Reduce the discharge of pollutants to storm drain systems due to street and road maintenance, with a focus of maintaining debris free parking facilities and minimizing excessive oil buildup.

Sweeping

Refer to section above on street sweeping.

Spill Clean-up

Measurable Goals Implementation Schedule

- a. Continue to clean up and dispose of spills in paved parking areas within Regional Parks' jurisdiction in accordance with current practices.

Accomplishments

Regional Parks

Measurable Goal (a) No spills occurred or were reported in paved parking areas during the current reporting period in any Regional Parks facility.

Emergency Procedures

Goal: Emergency procedures recognize that public health and safety are the highest priority when conducting emergency response activities; however, such procedures should protect surface water quality by incorporating appropriate B.M.P.s into emergency response activities.

Emergency Operations Plan

Measurable Goals Implementation Schedule

- a. Follow area, emergency operations and spill plans. The area plan is currently being used for emergency response procedures. The emergency operations plan and spill plan are also currently being used for emergency planning and response.
- b. Review and update emergency operations plan as necessary.
- c. Review and update spill plan as necessary.
- d. Include information about plan updates in annual reports.
- e. Continue to work with other agencies and county departments in planning for and responding to emergencies involving releases or threatened releases of hazardous materials throughout the permit term. County Fire worked with the federal Environmental Protection Agency on developing a hazardous material and oil spill response plan for the Russian River.

Accomplishments

Fire and Emergency Services Department (County Fire)

Measurable Goal (a, b, c, and d) Procedures in the area, emergency operations and oil spill plans are currently being followed. The Area Plan is routinely used in hazardous materials incident response activities. County Fire has been an active participant in the San Francisco Bay and Delta Area Committee and the Volunteer Subcommittee.

Measurable Goal (e) County Fire has led the Sonoma County Hazardous Materials Response Team since 1994. It includes seven full time fire inspectors, an assistant chief and approximately 24 volunteers. The team trains frequently with various fire and law enforcement agencies, as well as others involved with emergency response to hazardous materials incidents. In this fiscal year County Fire trained with a variety of fire and law enforcement agencies at the County Center and the Santa Rosa Training Tower. In March 2013, the federal E.P.A. led training for the team on response to radiological hazards.

ILLICIT DISCHARGE DETECTION AND ELIMINATION

Goal: The goal of the illicit discharge program is to detect and eliminate non storm water discharges (except those that are exempt or conditionally exempt) from entering the storm

drain system and to reduce pollutants from such discharges to the maximum extent practicable. Spills due to vehicular accidents and unintentional discharges are also included under this section.

Spill Response Investigation Inspection and Follow-up Procedures, Including Public Reporting

Measurable Goals Implementation Schedule

- a. County agencies will continue to investigate illicit discharges during inspections, complaint follow ups and emergency response activities.
- b. Report the number of spills investigated in the annual report.

Accomplishments

Fire and Emergency Services Department (County Fire)

Measurable Goal (a) Investigating illicit discharges are a routine part of C.U.P.A. inspections, complaint follow ups and emergency response activities, ongoing.

Measurable Goal (b) In this reporting year County Fire was notified of and investigated two reported illicit discharges within the Phase I boundary. Neither complaint could be substantiated.

Department of Transportation and Public Works (D.T.P.W.)

Measurable Goal (a) D.T.P.W. assists other county departments with collecting discharged materials and arranging for their disposal.

Measurable Goal (b) D.T.P.W. works together with Department of Health Services, County Fire, etc., on responding to spills and other illicit discharges. D.T.P.W. performs traffic control at sites, removes contaminated and hazardous materials from the site after the materials are deemed safe to handle and stores the materials at the Santa Rosa yard for removal at a later date. Spill numbers and investigations are reported by other responding departments. D.T.P.W. collected approximately 234 gallons of hazardous liquid, 166 gallons of hazardous solid and 110 gallons of hazardous sludge countywide

Department of Health Services

Measurable Goal (a) E.H.S. staff continues to coordinate with other county departments in responding to and mitigating referrals and illicit discharges.

Measurable Goal (b) E.H.S. investigated 64 complaints of illicit discharges in the City of Santa Rosa and 74 complaints of illicit discharges in the unincorporated area within the N.P.D.E.S. permit boundary during the fiscal year. Additionally, 24 spill responses were conducted outside the Phase I N.P.D.E.S. boundary, but within the region overseen by R.B.1. Refer to section below regarding complaint enforcement and resolution.

Private Sanitary Septic Systems

Measurable Goals Implementation Schedule

- a. P.R.M.D.'s goal is to make referrals within one business day to the City of Santa Rosa utilities department for follow up action when the sewage problem occurs on a property within the city limits from a failed septic system or from some other source, such as gray water or trailer.

- b. Continue to investigate illicit septic system discharges and report the number of spills in the annual report.

Accomplishments

Permit and Resource Management Department (P.R.M.D.)

Measurable Goal (a) P.R.M.D. continues to work with the City of Santa Rosa concerning referrals of failed septic systems within the city limits. All failed septic systems, gray water and trailer related issues are referred to the city within 24 hours, ongoing.

Measurable Goal (b) P.R.M.D. received 6 reports regarding failed septic systems within the permit boundary in the reporting period. These reports were not necessarily failing septic systems (two were gray water complaints and one was a chemical toilet) nor were they necessarily illicit discharges related to the storm drainage system because some failures did not result in liquid waste entering waterways and drainage ways. One hundred percent of the reports were responded to by P.R.M.D. staff in accordance with the procedures described in the S.W.M.P. Staff involvement included conducting an initial investigation, sending a notice of violation, issuing a notice and order or closing the complaint. A total of 58 properties remain active cases pending the installation or repair of the existing septic system or connection to a municipal sewer system. A site specific report is available upon request.

Standardize Enforcement Procedures

Measurable Goals Implementation Schedule

- a. County agencies will continue to pursue current enforcement actions to obtain compliance for illicit discharge detection and elimination.
- b. Report the number of storm water pollution enforcement actions in the annual report, annually.
- c. County agencies will continue to implement existing enforcement procedures in the N.P.D.E.S. permit boundary.
- d. County agencies will develop and revise policies and procedures, as necessary, during the permit term, ongoing.
- e. County agencies will notify the regional water board, in writing, on the third enforcement action or upon issuance of a notice of violation for each enforcement case, ongoing.

Accomplishments

Fire and Emergency Services Department (County Fire)

Measurable Goal (a) In this fiscal year County Fire inspectors documented 107 violations of C.U.P.A. regulations in the Phase I boundary. Forty-eight of the violations (45 percent) were documented as being corrected within established time frames. All of the violations were minor in nature.

Measurable Goal (b) County Fire has been using an enhanced administrative enforcement order (A.E.O.) process since April, 2006.

Department of Transportation and Public Works (D.T.P.W.)

Measurable Goal (a) D.T.P.W. did not detect any illicit connections to storm drain systems in the fiscal year.

Measurable Goal (b) D.T.P.W. construction inspection staff continues to monitor and enforce standard specifications and special provisions in the contract documents. D.T.P.W. has assembled a field inspector's binder containing Caltrans division of construction Storm Water Management Enforcement Guidance Manual and Storm Water Quality Handbook. In addition, a construction site inspection form (checklist) has been created for field inspection purposes.

Construction inspection staff typically reviews the following materials prior to commencement of construction activity related to this permit:

- a. N.O.I., if applicable
- b. soils geotechnical report
- c. materials reports for identification of hazardous materials
- d. drainage reports
- e. regulatory guideline documents, specifications and details
- f. specific B.M.P.s detailed in the "Plans, Specials and Estimate"(cost)
- g. S.W.P.P.P. plan review

Department of Health Services

Measurable Goal (a) Sixty-four illicit discharge complaints were investigated in the City of Santa Rosa area of the N.P.D.E.S. boundary during the fiscal year and were referred to the City of Santa Rosa for mitigation. Seventy-four illicit discharge complaints were investigated in the unincorporated areas within the N.P.D.E.S. boundary during the fiscal year and were referred to the appropriate jurisdiction for mitigation. Twenty-four illicit discharge complaints were investigated in the unincorporated areas outside the N.P.D.E.S. boundary but within the region overseen by N.C.R.W.Q.C.B. during the fiscal year and were referred to the appropriate jurisdiction for mitigation.

Measurable Goal (b) During fiscal year 2005 to 2006 E.H. worked with other county departments to initiate a formal illicit discharge policy and procedure. This policy and procedure was implemented during fiscal year 2008 to 2009, and is ongoing.

Permit and Resource Management Department (P.R.M.D.)

Measurable Goal (a) P.R.M.D. investigates private septic system complaints, which are a subset of illicit discharges, ongoing.

Measurable Goal (b) P.R.M.D. continues to implement existing enforcement procedures in the N.P.D.E.S. permit boundary, ongoing.

Measurable Goal (c) County departments and agencies continue to implement enforcement within the N.P.D.E.S. boundary, ongoing.

Measurable Goal (d) County departments and agencies continue to revise policies and procedures as necessary, ongoing.

Measurable Goal (e) Nothing to report.

Record Keeping and Documentation

Measurable Goals Implementation Schedule

- a. County agencies will continue to implement current record keeping activities that are used for input to the annual report.
- b. Report number of illicit discharges in the annual report, annually.

Accomplishments

Fire and Emergency Services Department (County Fire)

Measurable Goal (a) Illicit discharge record keeping is accomplished through written reports, which are completed during each inspection, in complaint follow up reporting and in emergency response documentation. Further, violations of environmental regulations are recorded in the C.U.P.A. database (C.U.P.A. D.M.S.).

Measurable Goal (b) County Fire investigated two illicit discharges within the Phase I boundary during the fiscal year.

Department of Transportation and Public Works (D.T.P.W.)

Measurable Goal (a) Record keeping is maintained within D.T.P.W. computerized maintenance management system and C.A.S.S. cost tracking system. Sweeping by North Bay Corporation and storm drain labeling records are maintained by public works staff at the Santa Rosa road yard. No illicit discharges were reported by D.T.P.W. but D.T.P.W. responds to illicit discharges through County Fire and or public health which are lead departments during such events. D.T.P.W. will document all findings in conjunction with storm sewer inspections.

Measurable Goal (b) D.T.P.W did not receive any reported discharges or respond to any discharges this past year in the Phase 1 area.

Department of Health Services

Measurable Goal (a) E.H.S. findings are written in a “Food Facility Storm Water Inspection Report” and are attached to the routine food facility inspection report as an addendum. A copy of this report is provided to and discussed with the food facility owner operator. A copy of this report is stored in the E.H.S. food facility files for a five year period. Records of sewage spill investigations are kept in the division’s database and in the “standby phone calls” file in the division’s share drive.

Measurable Goal (b) Sixty-four illicit discharge complaints were investigated in the City of Santa Rosa area of the N.P.D.E.S. boundary during the fiscal year and were referred to the City of Santa Rosa for mitigation. Seventy-four illicit discharge complaints were investigated in the unincorporated areas within the N.P.D.E.S. boundary during fiscal year and were referred to the appropriate jurisdiction for mitigation. Twenty-four illicit discharge complaints were investigated in the unincorporated areas outside the N.P.D.E.S. boundary but within the region overseen by N.C.R.W.Q.C.B. during the fiscal year and were referred to the appropriate jurisdiction for mitigation.

Permit and Resource Management Department (P.R.M.D.)

Measurable Goal (a) P.R.M.D. continues to practice the record keeping activities stated in the S.W.M.P.

Measurable Goal (b) P.R.M.D. staff has been involved with 15 complaints concerning illicit discharges during this reporting period.

Illicit Connection Investigation

Measurable Goals Implementation Schedule

a. County agencies will continue to investigate illicit connections and pursue enforcement action or refer to the appropriate agency for follow up, ongoing.

Accomplishments

Fire and Emergency Services Department (County Fire)

Measurable Goal (a) County Fire staff inspects storm drain systems during their inspections of R.G.O.s and A.S.F.s, as well as other routine hazardous materials inspections. No illicit connections were found by County Fire during the fiscal year reporting period.

Department of Transportation and Public Works (D.T.P.W.)

Measurable Goal (a) Illicit connections are referred to P.R.M.D.'s well and septic or code enforcement divisions for investigation and enforcement. No illicit connections were found by D.T.P.W. during the reporting period.

Department of Health Services

Measurable Goal (a) E.H.S. staff reported no illicit storm drain connections during routine inspections and received no complaints of illicit storm drain connections during the fiscal year.

Permit and Resource Management Department (P.R.M.D.)

Measurable Goal (a) Code enforcement investigates illicit discharges referred by other county departments or agencies for investigation or enforcement. Where discharges violate county regulations, enforcement is conducted until compliance is regained, ongoing.

Public Reporting

The activities and goals to accomplish this are included in section immediately above titled "Spill Response Investigation Inspection and Follow Up Procedures, Including Public Reporting" under the heading of Illicit Discharge Detection and Elimination. This annual report serves to satisfy the public reporting requirement.

Disposal of Used Oil and Toxic Materials

Measurable Goals Implementation Schedule

- a. County agencies will continue to implement their programs for disposal of used oil and toxic materials, ongoing.
- b. D.T.P.W. will continue to submit the amounts collected in the annual report, annually.

Accomplishments

Fire and Emergency Services Department (County Fire)

Measurable Goal (a) County Fire routinely assists the county roads department in the identification of wastes contained in abandoned containers that are discovered by the roadside. County Fire distributed information on the household hazardous waste and conditionally exempt small quantity generator programs to residents and business owners within the Phase I boundary during the fiscal year. See Table Five for a summary of the hazardous waste collection program.

Department of Transportation and Public Works (D.T.P.W.)

Measurable Goal (b) Sonoma County is a member of the Sonoma County Waste Management Agency (W.M.A.) that provides household hazardous waste (H.H.W.) management services for the cities and the county. These services include a permanent

Household Toxics Facility (H.T.F) at the Central Disposal Site, free to residents, operating three days per week (Thursday through Saturday), free community toxics collections (C.T.C.) events (up to 80 participants by appointment) held once per week at various locations throughout the county, and a toxic rover program which, for a fee, will go to individual homes on an appointment only basis. Limited free pickup is available for seniors over 80 years of age and housebound residents. W.M.A. also provides collection services through the H.T.F. and the C.T.C. Events, for Sonoma County businesses that qualify as Conditionally Exempt Small Quantity Generators under California H. and S.C. Title 22. Qualified businesses may utilize the H.T.F. on Tuesdays and Wednesdays by appointment only. Used oil and filters are collected through all of the above mentioned programs.

Used motor oil and filters are also collected as a part of the curbside refuse collection service for most of the incorporated cities and the unincorporated areas of the county.

Lastly, there are fifty four businesses and government sponsored centers that accept oil from the public. Fifty one of those oil recycling centers also accept oil filters and ten accept antifreeze. Table Seven summarizes the hazardous waste collected in fiscal year 2012 to 2013. The Sonoma County Department of Transportation and Public Works Integrated Waste Division owns and operates a Central Disposal Site in the south part of the county and four transfer stations located throughout the county, where garbage can be disposed, other materials are recycled and used oil is collected. All five sites also have load check programs to ensure hazardous waste is not disposed of in the solid waste stream. The load check program includes an extensive screening and educational effort to inform landfill users of the proper disposal options available. Statistics on the quantities of used oil and household toxics collected by these programs are included in Table Five below.

**Table Five
Summary of Hazardous Waste Collection Programs**

| | F.Y. 09 10 | F.Y. 10 11 | F.Y. 11 12 | F.Y. 12 13 |
|-------------------------------|------------------------|------------------------|------------------------|------------------------|
| Program | Pounds of Waste | Pounds of Waste | Pounds of Waste | Pounds of Waste |
| Household Toxics (CTC, Rover) | 144,863 | 150,985 | 188,953 | 169,621 |
| Household Toxics Facility | 1,373,866 | 1,136,897 | 1,056,027 | 799,554 |
| Load Check at Disposal Sites | 37,980 | 28,247 | 16,151 | 29,117 |
| Recycle Only Drop Offs | 270,516 | 264,772 | 243,007 | 180,701 |
| E waste Recycling | 1,229,276 | 1,273,903 | 1,288,306 | 1,141,534 |
| Curbside Oil Recycling | 37,350 | 27,503 | 17,360 | 81,462 |
| Vendor Oil Recycling | 705,180 | 474,271 | 485,212 | 445,963 |
| Total | 3,799,031 | 3,356,578 | 3,295,016 | 2,847,952 |

Permit and Resource Management Department (P.R.M.D.)

Measurable Goal (a) Code enforcement staff participates in weekly meetings to discuss current procedures and active cases regarding illicit discharges, ongoing.

Training of Targeted Employees

Measurable Goals Implementation Schedule

- a. Continue to train staff responsible for identification, investigation, termination, cleanup and reporting of illicit discharges and connections, ongoing.

Accomplishments

Fire and Emergency Services Department (County Fire)

Measurable Goal (a) County Fire inspectors attend trainings on compliance with environmental regulations, most of which bear a close relationship to storm water B.M.P.s. In February 2013, two County Fire inspectors attended the C.U.P.A. training conference in Anaheim, California, at which there was extensive training on a wide variety of compliance related topics. County Fire participates in the Sonoma County Environmental Crimes Task Force, which meets quarterly with the R.B.1 at their office in Santa Rosa. In addition, all County Fire inspectors and line managers are members of the Sonoma County Hazardous Materials Response Team and attend monthly trainings on responding to and mitigating releases of hazardous materials. The four Certified Unified Program Agencies in Sonoma County meet on a quarterly basis to discuss compliance issues and to seek greater uniformity in their application of environmental regulations.

Department of Transportation and Public Works (D.T.P.W.)

Measurable Goal (a) Road maintenance staff received no formal training related to illicit discharges and connections in the past year, but in-house discussions are held on occasion during monthly supervisory staff meetings.

Department of Health Services

Measurable Goal (a) Seven E.H.S standby response staff attended standby spill response training on June 27, 2013, (see Appendix B).

Permit and Resource Management Department (P.R.M.D.)

Measurable Goal (a) Code enforcement staff participates in weekly meetings to discuss current procedures and active cases regarding illicit discharges, ongoing.

Inspection of Incidental Runoff

Measurable Goals Implementation Schedule

- a. During the months of May through October of each year, conduct monthly, incidental runoff inspections of the urban clusters within the permit boundary.
- b. Attempt to meet with the various water utilities within the permit boundary to discuss the regulation of incidental runoff.
- d. Review current legal authority relative to incidental runoff, landscape overspray, lawn overspray, irrigation runoff, and water waste.
- e. Propose and draft legal authority to effectively regulate the potential discharge of pollutants from irrigation overspray and irrigation runoff.
- f. Draft and adopt a policy and procedure for the enforcement of incidental runoff.
- g. Annually report the number of inspections conducted and the number and type of enforcement actions.

Accomplishments

P.R.M.D.

Measurable Goal (a) P.R.M.D. field inspectors are trained in dry weather discharge detection. P.R.M.D. grading and storm water inspectors are always alert for dry weather discharge during inspections. P.R.M.D inspectors did not report any dry weather discharge in the county's storm drain system.

A handout was developed to help educate the public about the potential causes and importance of eliminating the cause of dry weather discharge, ongoing.

Measurable Goal (b) P.R.M.D. met with representatives of the Windsor water conservation program and the Sonoma County Water Agency during the reporting period in order to achieve conservation of potable water used in landscape irrigation, especially in the Airport Business Center; ongoing.

Measurable Goals (d) There are discharge prohibitions in the Phase I M.S.4 permit with the state. However, there is also a program that states, in "lieu of a strict prohibition, a CoPermittee may submit a plan for Executive Office authorization that includes categories of non-storm water discharges and associated B.M.P.s to minimize or eliminate those types of non-storm water discharges to the M.S.4." P.R.M.D. submitted that plan to the North Coast Region Water Quality Control Board on May 15, 2010 (during a previous reporting year). The county received comments from the state on that plan on May 15, 2012. The County subsequently submitted revisions to that plan and obtained a response from the Regional Water Board in December 2012. The County is currently working with the Water Board in editing the BMP plan and expects to complete that work in the next fiscal year.

Measurable Goals (e), (f), and (g) These goals can be addressed once the county has an approved plan with the state about the proposed B.M.P.s to address allowing non-storm water discharges. See Modifications section on page 66 of this annual report.

PUBLIC EDUCATION AND OUTREACH

Goals Implementation Schedule

- a. Make the public aware of the significance of the non point source storm water pollution problem in the Laguna de Santa Rosa watershed.
- b. Explain what non point source and storm water pollution is and describe sources, pathways and impacts.
- c. Make the public aware of the regulatory requirements faced by the permittees and the community and the results of noncompliance.
- d. Develop a sense of community ownership of the storm water non point source pollution problem and promote cooperative source control as the community's response to the problem.
- e. Emphasize the importance of individual action and responsibility in controlling storm water non point source pollution.
- f. Coordinate with other agencies, which are involved in environmental education throughout the watershed, to maximize the effectiveness of all of the programs.

Accomplishments

P.R.M.D.

Goal (a) P.R.M.D. directs the public to the state website:
www.waterboards.ca.gov/water_issues/programs/tmdl/integrated2010.shtml

This is to inform them of impaired water bodies such as the Laguna de Santa Rosa. The Laguna de Santa Rosa is impaired from low dissolved oxygen, mercury, nitrogen, phosphorous, sedimentation siltation, and water temperature. Staff relates the relationship between project elements and pollutants in an attempt to get project proponents to understand why they need post construction storm water B.M.P.s, ongoing.

Goal (b) P.R.M.D. uses G.I.S. software, maps and a general understanding of hydrology and contaminant pathways to explain non point source pollutants at the public engineer cubicle, ongoing.

Goal (c) P.R.M.D. uses knowledge of the orders of the Phase I M.S.4 permit and selected chapters of the Sonoma County code (11 and 11A.), G.I.S. software, maps and a general understanding of hydrology and contaminant pathways to make the public aware of the various levels of regulatory compliance and the consequences of non compliance, ongoing.

Goal (d) P.R.M.D. reaches out to stakeholders for comment on various proposals related to implementation of new storm water programs (such as S.U.S.M.P. or L.I.D.) or changes to county code, ongoing.

Goal (e) P.R.M.D. emphasizes the importance of individual actions and responsibility in controlling storm water non point source pollution when performing plan check on grading applications. Staff emphasizes the standards within the county grading ordinance (Sonoma County code chapter 11) and the N.P.D.E.S. ordinance on water quality (S.C.C. chapter 11 A.) are designed to help keep individuals in compliance with the codes. Because of the requirements of the grading ordinance, each project must account for, mitigate and reduce or eliminate any project impacts to storm water quality or increases in runoff, ongoing.

Goal (f) P.R.M.D. coordinates with the Russian River Watershed Association, R.B.1., D.F.G., the Water Agency, and various other agencies to maximize the effectiveness of programs, ongoing.

Storm Drain Labeling

Note: Storm drain labeling is a regional approach that seeks consistency in label design among all municipalities and seeks to educate the public that storm water runoff entering all storm drains eventually flows into neighborhood creeks. No measurable goals for this topic.

Ecology Environmental Newspaper Column

Measurable Goals Implementation Schedule

- a. The county will continue working with the local newspapers to publish environmentally based articles and report on status in annual report, ongoing.

Accomplishments

P.R.M.D.

Measurable Goal (a) Refer to Appendix J for selected Russian River Watershed Association environmental columns published in newspapers within the county, ongoing.

Website

Measurable Goals Implementation Schedule

- a. The county will continue to fund and update the Sonoma County website as well as the www.sonomacountystormwater.org U.R.L.

Accomplishments

P.R.M.D.

Measurable Goal (a) The County continues to administer a storm water web page on P.R.M.D.’s website. The storm water page can be accessed through the P.R.M.D. web page or directly at www.sonomacountystormwater.org; ongoing.

Additional Accomplishments

P.R.M.D. continues to utilize the internet to update the public on new developments related to storm water regulations and promote storm water quality.

Pet Waste Signs

Measurable Goals Implementation Schedule

- a. Continue to provide pet waste signs at Regional Parks’ facilities and maintain inventory.

Accomplishments

Regional Parks

Measurable Goal (a) An inventory of pet waste signs was conducted during the current reporting period. All relevant Regional Parks’ facilities within the permit area have pet waste signs posted, as follows in Table Six.

**Table Six
Pet waste signs by Regional Parks**

| | |
|------------------------------------|----|
| Colgan Creek Trail | 3 |
| Crane Creek Regional Park | 2 |
| Foothill Regional Park | 3 |
| Tom Schopflin Fields | 1 |
| Spring Lake Park | 16 |
| Joe Rodota West County Trail | 38 |
| Hood Mountain Regional Park | 3 |
| Healdsburg Veterans Memorial Beach | 2 |
| Maddux Ranch Regional Park | 3 |
| Shiloh Ranch Regional Park | 1 |
| Hunter Creek Trail | 6 |
| Santa Rosa Creek Trail | 1 |
| Laguna de Santa Rosa Trail | 2 |

Public Events

Refer to section titled, "Hazardous Waste Disposal" below, for a description of activities and goals related to public events.

Hazardous Waste Disposal

Additional Accomplishments

Refer to Table Seven for a summary listing of accomplishments.

Department of Transportation and Public Works (D.T.P.W.)

Sonoma County is a member of the W.M.A., which provides household hazardous waste (H.H.W.) management services for the cities and the county. These services include a permanent Household Toxics Facility (H.T.F.) at the Central Disposal Site, free to residents, operating three days per week, Thursday through Saturday, free community toxics collections (C.T.C.) events (with up to 80 participants by appointment) held once per week at various locations throughout the county, and a toxic rover program which, for a fee, will go to individual homes on an appointment only basis. Limited free pickup is available for seniors over 80 years of age and housebound residents. The W.M.A. also provides collection services through the H.T.F. and the C.T.C. events for Sonoma County businesses that qualify as Conditionally Exempt Small Quantity Generators under California H. and S.C. Title 22. In addition to the above mentioned collection programs, the Sonoma County Department of Transportation and Public Works Integrated Waste Division owns and operates a Central Disposal Site in the south part of the county and four transfer stations located throughout the county, where garbage can be disposed, other materials are recycled and used oil is collected. All five sites also have load check programs to capture hazardous waste disposed of in the solid waste stream. The load check program includes an extensive screening and educational effort to inform landfill users of the proper disposal options available. Approximately \$357,461 was spent by the W.M.A on education for this fiscal year. Some of these costs are reflected in Table Seven below.

**Table Seven
Household Hazardous Waste Programs Educational Efforts**

| Program Description | Reach | Budget |
|--|---|---|
| Sonoma County Recycling Guide | | |
| The 32-page Sonoma County Waste Management Agency’s Recycling Guide provides information for residences and businesses about proper disposal of toxins including: 1) Information about the Agency’s permanent Household Toxics Facility and related Community Toxics Collections and Toxics Rover Pick up service; 2) Information about curbside recycling of motor oil and filters; 3) Used oil/filter recycling drop-off options for do-it-yourselfers; 4) Business information about managing hazardous waste. 5) Drop-off recycling for batteries (auto & household), electronics, fuel, fluorescent lamps & ballasts, lead, medications, paint, photo chemicals, syringes/needles and other hazardous wastes. In 2013, the Guide focused on “Get in the Habit. Bring your own bag!” encouraging the public to use reusable bags, instead of paper or plastic. | Spring 2013 distribution of 340,000 AT&T Yellow Pages phone book residential and business customers + 46,000 stand-alone Guide copies (30,000 English/16,000 Spanish) | \$11,790.20 (fiscal year 2012 to 2013 not including staff time) |

| | | |
|--|---|---|
| <p>A 12-page amended version of the Recycling Guide was printed in the AT&T Yellow Pages phone book partially funded by a barter agreement with AT&T. In addition, 30,000 extra stand-alone copies of the English Guide and 16,000 extra stand-alone copies of the Spanish Guide were printed for distribution at grocery stores, fairs, real estate offices, chamber of commerce, etc.</p> | | |
| <p>Eco Desk Hotline</p> | | |
| <p>The Sonoma County Waste Management Agency operates an Eco Desk telephone information line answering questions from the public about recycling, toxics disposal and other disposal issues. The Eco Desk phone tree is comprised of 21 English language voice mail boxes that give detailed information about hazardous waste disposal, oil recycling, electronics, paint and other information. After the callers listen to the pre recorded information, they have the opportunity to leave a message. Calls are returned by the next working business day. Spanish speaking Eco Desk callers can choose option number two to connect to a bilingual outreach specialist under contract with the Agency. The Spanish Language Outreach contract was renewed for two years, expiring on June 30, 2014.</p> | <p>In 2012, English Eco Desk 2,149 call and email inquiries. In 2012, Spanish Eco Desk, 104 calls</p> | <p>\$4,079 in phone and voice boxes (fiscal year 2012 to 2013, not including staff time)</p> |
| <p>Sonoma County Waste Management Agency Website www.recyclenow.org and social media FB, Twitter</p> | | |
| <p>The Sonoma County Waste Management Agency maintains an extensive website at www.recyclenow.org. The website includes a searchable Eco Desk database which includes all the information in the Recycling Guide and more. In addition, there are 15 downloadable P.D.F. fact sheets on Integrated Pest Management. To Agency also maintains a Facebook page at www.facebook.com/recyclenow.org and Twitter feed @_RecycleNow</p> | <p>In 2012, the website received 101,400 visitors.</p> | <p>Cost for maintenance of the website is included in the regular service agreement between the Agency/DTPW and the County's ISD for regular computer use</p> |
| <p>Oil and Filter Recycling Campaign</p> | | |
| <p>The Sonoma County Waste Management Agency receives annual Oil Payment Program Funds from the State to encourage and support oil and filter recycling. A wide spectrum of campaigns have been conducted and continue to be conducted utilizing this funding. Generally 50 percent of those funds are used to conduct educational and publicity campaigns.</p> | <p>Varies by campaign</p> | <p>\$156,342 FY 12-13</p> |
| <p>Household Toxics Collections Publicity</p> | | |
| <p>The Sonoma County Waste Management Agency publicizes all of its Household Hazardous Waste Collection Programs including Community Toxics Collections, Toxics Rover Pickup Service and the permanent Household Toxics Facility located at the Central Disposal Site. The methods include press releases, printed</p> | <p>Countywide</p> | <p>Included in Education Budget (\$357,461)</p> |

| | | |
|--|---|---|
| schedules and brochures, banners, utility bill flyers, Recycling Guide, Eco Desk Hotline and the Sonoma County Waste Management Agency website. | | |
| Fair Booths | | |
| The Sonoma County Waste Management Agency participates as a vendor in a number of events throughout the year. Displays reflect annual topics. In 2012, the theme was “Used Motor Oil & Filter Recycling.” In 2013, the theme was “Get in the habit. Bring your own bag!” During the reporting period, the booths have been present at the following English and Spanish events: Cloverdale Citrus Fair, the 17-day Sonoma County Fair, Sonoma-Marin Fair, Earth Day events, Cinco de Mayo events, Chamber of Commerce events, etc. | At least 362,000 (based on Sonoma County Fair and Sonoma-Marin Fair attendance in 2012) | \$4,000 budgeted in FY 12-13 for temporary staff, materials and registration fees (not including agency staff time) |
| Curbside Oil and Filter Recycling Campaign | | |
| Since the start of curbside oil and filter recycling in 1998 in several Sonoma County jurisdictions, the Sonoma County Waste Management Agency has direct mailed postcards, placed newspaper ads and seeded newspaper articles. Since the launch of a renewed campaign in July, 2002, the agency has promoted curbside recycling of oil and filters through the use of bus stop benches, billboards, newspaper ads, radio ads, internet advertising newsletters, door to door solicitation, doorhangers, radio commercials and postcards with a hotline number for calls. | Residents of Healdsburg, Cloverdale, Cotati, Sebastopol, Santa Rosa, Rohnert Park, Petaluma, Sonoma and unincorporated areas of the county. | Included in Oil and Filter Recycling Campaign Budget (\$156,342) |
| Illegal Dumping Grant “Keep Sonoma Clean” | | |
| In 2007, multiple county departments, including D.T.P.W., were awarded grant money from CalRecycle, formerly the California Integrated Waste Management Board, to organize and implement a new, countywide approach to illegal dumping. A lasting result of the effort is that the website www.keepsonomaclean.org was established that allows the public to “Report a Dump Site.” The site also provides information about proper disposal of household hazardous waste, electronics, mattresses, building materials and tires. Another result is surveillance cameras and signs established at chronic dump sites. The grant term ended April 30, 2010, however D.T.P.W. staff continue to maintain existing cameras and regularly inspect and maintain no dumping signs. | Countywide | Grant term ended. |
| Fluorescent Lamp Voluntary Take-Back Program | | |
| In July 2011, the Agency received an \$80,000 PG&E grant to fund disposal costs and advertising for 22 retailers, mostly hardware stores and Spanish labor centers, to expand residential collection opportunities for spent CFLs and 4-foot lamps. In February 2012, a \$27,000 amendment to the Agency’s existing agreement with PG&E allocated additional funds for disposal infrastructure. The \$107,000 grant ended December, 2012. | In FY 12-13, 18,059 CFLs, 14,092 4-foot lamps and 2,342 8-foot lamps were collected in Sonoma County as a result of this | \$107,000 grant (grant Sept 2011 to Dec. 2012 grant) Grant term ended Dec. 31, 2012 |

| | | |
|--|---|------------------------------------|
| | program. | |
| Mandatory Commercial Recycling Outreach (AB 341) | | |
| The Sonoma County Waste Management Agency provides support to businesses, public entities, and multifamily complexes for implementing CalRecycle's Mandatory Commercial Recycling (AB 341) program which focuses on education, monitoring and reporting. Effective July 1, 2012, AB341 affects California commercial or public entities that generate 4 cubic yards or more of solid waste per week and multifamily dwellings of 5 units or more. In FY 12-13, after 13,362 letters were mailed to businesses in Sonoma County, 4 temporary outreach staff conducted approximately 1,200 bilingual site visits to assist businesses and multifamily complexes in compliance with the new AB 341 State law. At the visits, W.M.A. literature created specifically for the program was distributed, as well as hazardous waste disposal information (contained in English & Spanish Recycling Guides) and handouts for Safe Medicine Disposal and fluorescent lamp recycling locations. To support outreach, a dedicated W.M.A. web page was created at www.recyclenow.org/business/commercial.asp . During follow-up site visits, approximately 2,500 small and large blue Rubbermaid containers were distributed upon request to businesses. This effort was funded by the CalRecycle City/County Payment Program grant. | Businesses, public entities and multifamily complexes in Cloverdale, Cotati, Healdsburg, Petaluma, Rohnert Park, Santa Rosa, Sebastopol, Sonoma, Windsor and the unincorporated areas of the county | \$64,487.87 was spent in FY 12-13. |

Illicit Discharge Educational Materials Disseminated at Spill Sites

Measurable Goals Implementation Schedule

- b.** Continue to distribute educational materials during the course of normal inspection duties, as well as while investigating complaints and responding to releases of hazardous materials.

Accomplishments

Department of Health Services

Measurable Goal (b) E.H.S. has updated/redesigned the "Quick Reference Guide for Prevention of Storm Water Pollution at Food Facilities" brochure to be bilingual. E.H.S. continues to distribute the brochure during inspections and investigations of complaints and responses to releases of non hazardous materials. This brochure was distributed during routine storm water inspections at 303 retail food facilities. Ongoing. (see Appendix I for brochure).

Fire and Emergency Services Department (County Fire)

Measurable Goal (b) County Fire inspectors distribute educational materials related to environmental compliance during the course of their routine inspections and, when appropriate, while conducting investigations of and responding to releases of hazardous materials. Examples include written inspection reports, which include information on how to bring facilities into compliance; flyers from the Sonoma County Waste Management Agency

on hazardous waste recycling; and the information sheets titled “What Retail Gas Stations Need to Know About Sewers and Storm Drains” and “Retail Gas Station Site Cleanup.”

Private Septic Systems

Measurable Goals Implementation Schedule

- a. P.R.M.D. staff will continue to distribute storm water quality B.M.P. information to non standard septic system owners annually and to all others upon request, ongoing.

Accomplishments

Permit and Resource Management Department (P.R.M.D.)

Measurable Goal (a) P.R.M.D. staff continued to distribute a handout of storm water B.M.P.s for owners of septic systems (refer to Appendix F for these septic handouts).

Industrial Commercial Outreach as Part of Inspections

Measurable Goals Implementation Schedule

- a. Continue to educate and assist food facility operators and owners to implement effective B.M.P.s to control pollutants from reaching storm water drainage systems.
- b. Continue to distribute “Food Facilities Storm Water Pollution Quick Reference” pamphlets to food facility operators and owners during routine inspections.
- c. Make a presentation to the Food Industry Advisory Forum (F.I.A.F.) about the storm water management plan and changes for food facilities between term two and term three permits within 24 months of permit adoption.

Accomplishments

Department of Health Services

Measurable Goal (a and b) E.H.S. staff continues to educate and assist food facility operators and owners to implement effective B.M.P.s to control pollutants from reaching storm water drainage systems through routine storm water inspections at retail food facilities and distribution of the “new updated/redesigned bilingual “Quick Reference Guide for Prevention of Storm Water Pollution at Food Facilities” brochure. (See Appendix I for brochure).

Measurable Goal (c) The Food Industry Action Forum (F.I.A.F.) meetings have resumed in 2013. Outreach to food facility operators and owners to implement effective B.M.P.s to control pollutants from reaching storm water drainage systems through routine storm water inspections at retail food facilities will be planned for FY 2013/2014.

Industrial Commercial Facility Outreach

Measurable Goals Implementation Schedule

- a. Distribute additional materials.
Discuss compliance issues with owners and operators and provide them with applicable materials b. to assist in answering their questions including storm water pollution B.M.P.s.
- c. Continue to encourage A.S.F.'s to receive Sonoma Green certification.

Accomplishments

Fire and Emergency Services Department (County Fire)

Measurable Goal (d) County Fire discusses storm water compliance issues with R.G.O. owner operators during its routine inspections of these sites. County Fire distributes two fact sheets titled "What Retail Gas Stations Need to Know About Sewers and Storm Drains" and "Retail Gas Station Site Cleanup" referenced in Appendix K., ongoing.

Measurable Goal (e) County Fire discusses storm water compliance issues with R.G.O. owners and operators during its routine inspections of these sites. County Fire distributes two fact sheets as needed.

Measurable Goal (f) Because A.S.F.s face issues similar to R.G.O.s in terms of storm water pollution prevention, County Fire also distributes these materials to A.S.F.s. County Fire continues to encourage A.S.F.s to participate in the green business program, which is now coordinated by the Economic Development Board.

Landscape and Agricultural Industries

Measurable Goals Implementation Schedule

- a. Continue to provide pesticide users with oral and written information when they apply for permits or register annually and through the department's website.
- b. Continue to instruct S.R.J.C. courses and provide presentations at various multiple public events for state mandated continuing education for pesticide user licenses.

Accomplishments

Agricultural Commissioner (Ag. Comm.)

Measurable Goal (a) The Ag. Comm. office receives monthly summary pesticide use reports from the city, county and the Water Agency regarding the use of pesticides in Sonoma County. The reports document the name and manufacturer of products applied and their registration numbers, the total product used and the number of applications performed in a given month. Reports are forwarded electronically to the California Department of Pesticide Regulation. Golf courses and parks as well as agricultural and residential pesticide users report their pesticide use to the Agricultural Commissioner's office, ongoing.

The Ag. Comm. office continues its annual update to pesticide users who visit the office when applying for pesticide identification numbers, restricted material permits, when conducting annual registrations of maintenance gardeners and pest control businesses and through the department's website. Safe use and storage of pesticides and hazardous storage and waste is discussed during these office visits. The Ag. Comm. office also distributes the documents and brochures pertaining to pesticides and hazardous materials during these office visits, ongoing.

Measurable Goal (b) The Ag. Comm. staff conducted a three-hour pesticide laws and regulation and pest management update at the annual workshop in December 2012 which was attended by approximately 330 growers and other certified/licensed pesticide users for continuing education hours in order to maintain their private applicator certification. Additionally, education of the general public occurs when they contact the Ag. Comm. office and at the numerous workshops and seminars that Ag. Comm. staff participate as speakers. Two recycling days, one in the spring and one in the fall, are held for plastic chemical/pesticide containers.

The Ag. Comm. office continues to conduct pesticide regulatory inspections and to respond to all complaints concerning pesticides.

Building and Construction

Measurable Goals Implementation Schedule

- a. Develop combined city county S.U.S.M.P. site design guidelines or requirements for developers (source controls), within five years of permit adoption.
- b. Provide workshop to the development community on planning procedures, policies, design guidelines and B.M.P.s for the remaining S.U.S.M.P. aspects, within five years of permit adoption.

Accomplishments

P.R.M.D.

Measurable Goals (a and b) The county has L.I. D. guidelines in place entitled “Storm Water Low Impact Development Technical Design Manual” that focuses on low impact development in order to protect water quality and reduce storm water runoff from redevelopment and new development. This document can be found at: <http://ci.santa-rosa.ca.us/departments/utilities/stormwatercreeks/swpermit/Pages/swLIDtechManual.aspx> and was included as an appendix in the prior annual report. This L.I.D. manual supersedes the S.U.S.M.P. guidelines in the northern portion of the County of Sonoma.

Spring Lake Environmental Discovery Center

Measurable Goals Implementation Schedule

- a. Continue to operate and manage Spring Lake Park Environmental Discovery Center, ongoing.
- b. Continue to seek sponsorship for operation of the Environmental Discovery Center.
- c. Continue to contribute funding to the Environmental Discovery Center to promote public education of storm water pollution prevention.

Accomplishments

Regional Parks

Measurable Goal (a) The Environmental Discovery Center (E.D.C.) continued operating during the current reporting period, utilizing funding contributions from Regional Parks and other sources. Refer to measurable goal (b), below, for a list of contributors. The E.D.C. provides public outreach to school and community groups, bringing messages of environmental stewardship and responsible resource use to students, families and individuals. The “Down the Drain” program relays messages about storm water pollution prevention to students and members of the public. This program ran from February 30 to June 1, 2013. There were 2,500 total visitors (students and chaperones) during the exhibit. The “Habitat and Home” program illustrates the importance of wetland management and protection, ecosystem diversity and endangered species. This program ran from September 6, 2012 to January 31, 2013. Total visitors (students and chaperones) during the exhibit were 3,000. In addition to the regular storm water school program at the E.D.C., Regional Parks continued the use of three environmental education programs held at Helen Putnam Regional Park, Foothill Regional Park, Riverfront Regional Park, Crane Creek Regional Park, Ragle Ranch Regional Park, and Stillwater Cove Regional Park. These “Science in the Parks” programs, which ran

all year for Science to Go, and from September 20, 2012 to June 6, 2013 for the other programs which include storm water awareness modules, with recorded participation as follows: Rockin' and Recycling, Weather or Not and Science to Go had 7,500 participants (students and chaperones). In addition to the school field trips, approximately 6,000 general public members visited the Spring Lake Environmental Discovery Center during the reporting period. The new education program at Tolay Lake Regional Park continued for a third successful year during the reporting period. The Healthy Earth, Healthy Bodies program teaches kids the connection between protecting our natural resources, including water and growing healthy bodies. Also at Tolay Lake Regional Park, the annual Tolay Fall Festival offers natural resource educational opportunities for school aged kids and their families. Healthy Earth, Healthy Bodies was held from September 2012 through June 2013. The Tolay Fall Festival was held on October 11-14 and 17-22, 2012.

| | |
|---|--------------------|
| Healthy Earth, Healthy Bodies (students and chaperones) | 2,000 participants |
| Tolay Fall Festival (students and chaperones) | 8,400 participants |
| Acorns to Oaks (students) | 1,020 participants |

The total attendance of all E.D.C. school programs during the current reporting period was 24,420 participants. Including the 6,000 general public drop in visitors, the total attendance at the E.D.C. was 30,420 during the reporting period.

Measurable Goal (b) The Environmental Discovery Center (E.D.C.) received support for its operation from the following organizational contributors during the current reporting period.

- a. Sonoma County Agricultural Preservation and Open Space District
- b. Sonoma County Water Agency
- c. City of Santa Rosa Public Works Department
- d. Sonoma County Regional Parks Department
- e. Sonoma County Regional Parks Foundation
- f. Sonoma County Waste Management Agency
- g. JDSU (local high tech firm)
- h. The Madrone Audubon Society
- i. The Marin/Sonoma Mosquito and Vector Control District
- j. Sonoma County Fish & Wildlife Commission

Measurable Goal (c) Regional Parks continued to contribute funding to the Environmental Discovery Center (E.D.C.) to promote public education of storm water pollution prevention during the current reporting period.

Approximately 50 percent of the total E.D.C. program funds were applied towards the “Down the Drain”, “Science in the Parks” and other programs with storm water awareness modules. The department contributed approximately \$118,000 towards the E.D.C. education programs like the “Down the Drain,” “Science in the Parks” and other programs with storm water awareness modules during F.Y. 2011 and 2012. Funding the Environmental Discovery Center provided outreach to 30,420 educators, students, chaperones and drop in visitors during the reporting period.

Additional Accomplishments for Public Education and Outreach

Permit and Resource Management Department (P.R.M.D.)

P.R.M.D. continues to provide handouts in the lobby to the construction industry with information regarding construction site storm water pollution prevention, green building, recycling, and water conservation. (Refer to photos one and two below from the lobby of

P.R.M.D.) The public is directed to the new L.I.D. manual at: <http://ci.santa-rosa.ca.us/departments/utilities/stormwatercreeks/swpermit/Pages/swLIDtechManual.aspx>. Many engineering firms have been directed to download these free guidelines from this site (hosted by the city of Santa Rosa). P.R.M.D. staff met with regional board staff, staff from the town of Windsor, and representatives from the Sonoma County Water Agency to discuss irrigation overflows in the Airport Business Center as an effort to inform the business park and landscape companies of the concern with incidental runoff during this fiscal year. The county anticipates having biannual meetings with the managers of the Airport Business Center to discuss proper water use related to landscape irrigation.

Photo One
Green building display in the P.R.M.D. lobby



Photo Two
Typical documents available in the P.R.M.D. lobby including an annual recycling guide.



EFFECTIVENESS EVALUATION

Goal: Provide an assessment of the county's program implementation and permit compliance.

Formal Evaluation

Measurable Goals Implementation Schedule

- a. Compare measurable goals listed in the S.W.M.P. to actual work completed and work with N.C.R.W.Q.C.B. staff and CoPermittees on developing work plan elements, annually.
- b. Document this information in the annual report, annually.
- c. Continue to utilize the storm water coordinator position to maintain or increase the level of coordination among county staff involved in completing S.W.M.P. activities, ongoing.

Accomplishments

Permit and Resource Management Department (P.R.M.D.)

Measurable Goal (a) All storm water management plan activities will continue.

Measurable Goal (b) The production of this annual report satisfies this goal.

Measurable Goal (c) Due to the continued and large economic down turn during this reporting period the county was required to reduce staff in prior years. The duties of the County storm water coordinator reside at P.R.M.D. with assistance at Regional Parks, D.T.P.W., and D.H.S. The level of coordination among county staff is at the same or higher level as when the county had an official coordinator. Also, Regional Parks has its own departmental storm water coordinator.

Special Studies

- a. Measurable Goals Implementation Schedule
- b. Identify and evaluate ten to twelve sub watershed areas for initial evaluation, year one.
- c. Conduct ambient water quality monitoring (analytical and inspection), years two to three.
- d. Evaluate data and determine B.M.P.(s) to be studied. Install or implement B.M.P.(s), year three.
- e. Continue water quality monitoring (analytical and inspection), years four to five.
- f. Report findings and make recommendations, year five.

Accomplishments

Permit and Resource Management Department (P.R.M.D.)

Measurable Goal (a) The County suffered and continues to suffer from a severe economic downturn. As a result the scope of these voluntary special studies had to be scaled back. P.R.M.D. identified the Paulin Creek watershed at the County campus off Administration Drive in Santa Rosa for evaluation and notified the state of this change in a prior annual report. The state subsequently required P.R.M.D. to abandon the sampling sites along Paulin Creek.

Measurable Goal (b) P.R.M.D. sampled two storm events during the fiscal year. Those results are found in Appendix G Monitoring. After consultation with the state about the sampling sites along Paulin Creek it was decided to abandon those sites in favor of three other sites. However, the state did not provide approval for those sites until after the majority of winter storms had stopped. There was one brief storm where grab samples were collected and those results appear in Appendix G for this fiscal year.

Measurable Goal (c) P.R.M.D. previously installed three retrofit vegetated swales in the south P.R.M.D parking lot. This parking lot drains directly to nearby Paulin Creek on the south side of Administration Drive, Santa Rosa.

Measurable Goal (d) P.R.M.D. anticipates continuing water quality sampling for the entire permit term each winter.

Measurable Goal (e) P.R.M.D. has reported the analytical findings in Appendix G Monitoring and has provided a summary of constituents and trend analysis.

FISCAL ANALYSIS

Goal: Provide a financial accounting of the county's storm water management plan.

Measurable Goals Implementation Schedule

- a. Continue to report on expenditures and sources of funding for work related to the N.P.D.E.S. Phase I permit as part of each annual report, annually.
- b. Include discussion of fiscal resources in work plan meeting with R.W.Q.C.B. staff, annually.
- c. Reevaluate permit fee structure to ensure adequate funding for P.R.M.D., within 12 months of permit adoption.
- d. Review the categories currently used for reporting fiscal resources, within first 24 months of permit adoption.
- e. Seek new revenue sources for storm water program, during permit term.

Accomplishments

Measurable Goal (a) Refer to Table Eight for categorized expenditures for each department with responsibilities under the M.S.4 permit. An outline of the reporting categories is as follows:

Program Management: County portion of lead agency costs, storm water coordinator, management of budget and staff, annual report.

Private Construction: All activities by P.R.M.D. except department coordination, illicit discharge, public education and outreach, L.I.D. program development and S.U.S.M.P.

Industrial Commercial: Activities of County Fire and Department of Health Services except spill response.

Municipal Operations: All activities of D.T.P.W. except spill response, storm drain labeling, Waste Management Agency, S.U.S.M.P. and monitoring activities, Regional Parks activities except storm drain labeling, pet waste signs and Environmental Discovery Center.

Illicit Discharge Detection and Elimination: Response, follow up and enforcement by Transportation and Public Works, E.H.S., County Fire and P.R.M.D.

Public Education and Outreach: Transportation and Public Works storm drain labeling, P.R.M.D. construction outreach activities. Regional Parks storm drain labeling, pet waste signs and Environmental Discovery Center activities.

S.U.S.M.P. L.I.D.: P.R.M.D., Transportation and Public Works, Regional Parks; efforts to identify project impacts to storm water quality, storm water quantity, and include both source control and treatment control B.M.P.s in project design.

Monitoring: Transportation and Public Works monitoring program and P.R.M.D. monitoring coordination including annual chemical monitoring and special study.

Permit Costs: The annual state M.S.4 storm water permit fee was \$9,299.66 as one third of the total CoPermittee permit fees. In addition, the cost of staff time was \$1,992 for fiscal

analysis related to the M.S.4 permit added into program management. Other expenditures by departments are included in Table Eight.

**Table Eight
M.S.4 Expenditures for County Departments**

| | Department of Health Services Environmental Health Division | Department of Transportation and Public Works | Permit and Resource Management Department | General Services Architect's Division | County Fire | Agricultural Commissioner's Office | Regional Parks Department | CAO | TOTAL |
|---|---|---|---|---------------------------------------|-----------------|------------------------------------|---------------------------|------------|------------------|
| Program Management Effectiveness Evaluation | \$33,782 | \$14,934 | \$58,746 | \$0 | \$0 | NA | \$39,866 | \$0 | \$147,328 |
| Private Construction | \$0 | \$0 | \$32,926 | \$0 | \$0 | NA | \$0 | \$0 | \$32,926 |
| Industrial Commercial Sources | \$20,956 | \$0 | \$0 | \$0 | \$16,816 | NA | \$0 | \$0 | \$37,772 |
| Municipal Operations | \$0 | \$450,014 | \$3,216 | \$0 | \$0 | NA | \$5,587 | \$0 | \$458,817 |
| Illicit Discharge Detection and Elimination | \$16,762 | \$0 | \$7,980 | \$0 | \$11,210 | NA | \$0 | \$0 | \$35,952 |
| Public Education and Outreach | \$7,110 | \$0 | \$51,943 | \$0 | \$0 | NA | \$2,807 | \$0 | \$61,860 |
| S.U.S.M.P. | \$0 | \$0 | \$662 | \$0 | \$0 | NA | \$755 | \$0 | \$1,417 |
| Monitoring | \$0 | \$0 | \$12,162 | \$0 | \$0 | NA | \$0 | \$0 | \$12,162 |
| Permit Fee | NA | NA | \$27,726 | NA | NA | NA | NA | NA | \$27,726 |
| TOTAL | \$78,610 | \$464,948 | \$195,361 | \$0 | \$28,026 | NA | \$49,015 | \$0 | \$815,960 |

Permit and Resource Management Department (P.R.M.D.)

Measurable Goal (b) P.R.M.D. meets monthly with the North Coast Region Water Quality Control Board where financial matters and program costs can be openly discussed.

Measurable Goal (c) P.R.M.D. implemented a S.U.S.M.P. program development fee on all parcels that initiate development on their property. This \$29.00 fee is assessed only one time on a parcel.

Measurable Goal (d) During our ongoing meetings with Regional Water Board staff, annually.

Measurable Goal (e) Reviewing grant opportunities and the economy of collaboration with CoPermittees and especially the R.R.W. A, ongoing.

MONITORING PLAN

Goal: The goal of the monitoring program is to characterize storm water discharges. Other possible beneficial uses of the monitoring data include: (1) assessing the chemical, physical and biological impacts to receiving waters resulting from urban runoff; (2) assessing the overall health and evaluating long term trends in receiving water quality; (3) measuring and improving the effectiveness of the B.M.P.s; and (4) identifying sources of pollutants. See Appendix G for a summary of the county's storm water monitoring program for this fiscal year.

POST CONSTRUCTION DEVELOPMENT: LOW IMPACT DEVELOPMENT (L.I.D.) AND STANDARD URBAN STORM WATER MANAGEMENT PLAN (S.U.S.M.P.)

Goal: Minimize storm water pollution, mimic existing hydrology and drainage conditions, and conserve natural areas to M.E.P. from new and redevelopment.

Measurable Goals Implementation Schedule

Measurable Goal 1. S.U.S.M.P. L.I.D. treatment offset program. Develop details including considering treatment sites in the following order: same stream reach, same sub-watershed, same watershed, adjoining watershed, or nearby watershed. Regional mitigation banking can be considered. Finish by the end of year three.

Measurable Goal 2. Channel-forming discharge (hydrograph modification). Develop details and implement requirements pertaining to hydrograph modification. Complete within two years after state adopts documents on protecting streams and wetlands as guidance.

Measurable Goal 3. L.I.D. designs for all S.U.S.M.P. projects. Implement during the planning process and conditioning of projects by the end of year 5.

Measurable Goal 4. Apply S.U.S.M.P./L.I.D. to retail gasoline outlets (R.G.O.s) before the end of year 2.

Measurable Goal 5. Apply S.U.S.M.P. L.I.D. to auto repair/auto body service facilities continuously.

Measurable Goal 6. Implementation of safety factors for treatment B.M.P.s for S.U.S.M.P. L.I.D. features by the end of year 3.

Measurable Goal 7. Tracking of S.U.S.M.P. L.I.D. projects using PermitsPlus database by the end of year 2.

Measurable Goal 8. Ordinance constraints related to S.U.S.M.P. L.I.D. projects shall have constraints removed by the end of year 4.

Measurable Goal 9. Conserve natural areas in S.U.S.M.P. L.I.D. projects. Complete by end of year 5.

Measurable Goal 10. Educating property owners and homeowners on S.U.S.M.P./L.I.D. before the end of year 4.

Measurable Goal 11. Long term maintenance program for S.U.S.M.P./L.I.D. projects.

Measurable Goal 12. Update S.U.S.M.P. Guidelines by the end of year 3.

Measurable Goal 13. Require storm drain decals on storm drain inlet basins for discretionary projects by year 1.

Accomplishments

Permit and Resource Management Department (P.R.M.D.)

Measurable Goal 1. The county is working with staff from the Regional Water Board to develop the L.I.D. treatment offset programs. The offset program is discussed at the monthly CoPermittee meetings and the Regional Water Board recognizes more meetings will be necessary with the CoPermittees in order to have a functioning offset program that is acceptable to the Regional Water Board. The Water Board is currently scheduling more meetings related to the offset program.

Measurable Goal 2. The county is working with staff from the Regional Water Board to develop the channel-forming discharge/hydromodification program. The M.S.4 permit requires the county to have the channel-forming discharge program implemented by October 1, 2013. This schedule is modified and anticipated to be completed in the next fiscal year (see Modifications, page 67 of this report).

Measurable Goal 3. The county encourages L.I. D. for all applicable projects. Preliminary S.U.S.M.P.s are required with applications for all applicable L.I.D projects.

Projects with S.U.S.M.P L.I.D: Table Nine lists private development projects conditioned by P.R.M.D. as part of the discretionary project review process. P.R.M.D. had no new major subdivision applications for this reporting period within the Phase I boundary. There was one minor subdivision within the Phase I boundary and appearing at the top of Table Nine below. Other projects were either outside the North Coastal Region, outside the N.P.D.E.S. permit boundary, or not subject to either the 1-acre or the 10,000 square foot sizing criteria. Prior post-construction projects with status updates from prior year's annual reports may also be shown in Table Nine.

Smaller county projects not subject to the 10,000 square foot impervious surface threshold but requiring grading and grading permits issued by the county are required to have post construction analysis of pollutants generated by the project and mitigate increases in storm water runoff due to project design. During this reporting period 92 grading permits were issued countywide by P.R.M.D. and the environment is protected from that development by the requirements of grading permit analysis and review found in Sonoma County Code Chapter 11.

**Table Nine
Private S.U.S.M.P. projects conditioned by P.R.M.D.**

| Project name | Address | Type of project | Type of B.M.P.s | Status |
|---|---|---|---|---|
| Minor Subdivision MNS13-0001 | 4125 Wallace Road, Rincon Valley | Splitting one 14-AC parcel into two of 7-AC each. Developer notified project is subject to LID requirements if thresholds exceeded. | Not decided yet. | Referrals sent out. |
| Planning project PLP13-0023 and Use permit UPE13- 0038 | 5300 Sebastopol Road, Bellevue | Gas station, minimart, and RV storage. | Not decided yet. | Referral sent out. L.I.D. determinatio n worksheet required. |
| Use permit UPE12-0059 | 1722 Willowside Rd., Santa Rosa | Winery on 7-acres. | Uncertain | Incomplete application. Post- construction B.M.P.s required for L.I.D. applicable projects. |
| Use Permit UPE13-0022 | 50 Mark West Springs Rd., Windsor | Weekend farmers market at Wells Fargo Center near the new Sutter hospital. | Vegetated swales and bio-retention basins designed and installed according to L.I.D. for the Sutter hospital. | Construction nearly finished. |
| Use permit UPE13-0038 and planning permit PLP13- | 5300 Sebastopol Rd., Bellevue | Create 150 low income housing units as brown field infill | Vegetated swales and underground retention | Approved |
| Sutter Hospital | 30 Mark West Station Road, Santa Rosa | New 150 bed hospital, physicians medical building, other buildings and parking lots | Many vegetative swales and two detention basins | B.M.P.s installed, site under construction. |

L.I.D. Guidelines for S.U.S.M.P.

The County has worked with the City of Santa Rosa and the Regional Water Board on developing new post construction design guidelines titled “Storm Water Low Impact Development Technical Design Manual” (August 2011). This document became effective October 1, 2011 according to the requirements of the Co-Permittee’s M.S.4 permit. This document promotes low impact development (L.I.D.) including a priority list of post-construction B.M.P.s and a volume and treatment worksheet calculator. The L.I.D Guidelines are part of the storm water permit requirements from the state M.S.4 storm water permit.

Measurable Goal 4. No retail gasoline outlets were reported as constructed during the fiscal year.

Measurable Goal 5. No auto repair auto body service facilities were reported as constructed during the fiscal year.

Measurable Goal 6. The B.M.P. designs within the new “Storm Water Low Impact Development Technical Design Manual” supersede this requirement for a safety factor.

Measurable Goal 7. The county uses a PermitsPlus database to document projects. This database will be replaced with an improved database in the next fiscal year when purchased by P.R.M.D.

Measurable Goal 8. No ordinance constraints related to S.U.S.M.P. L.I.D. projects were identified during the fiscal year.

Measurable Goal 9. The county has required the conservation of natural areas in S.U.S.M.P. L.I.D. projects since 2005.

Measurable Goal 10. The county needs to develop a program on educating property owners and homeowners on S.U.S.M.P. L.I.D. before the end of year four.

Measurable Goal 11. The county is developing a long term maintenance program for S.U.S.M.P. L.I.D. projects that follows the guidelines in the new L.I.D. manual.

Measurable Goal 12. The new L.I.D. manual supersedes the S.U.S.M.P guidelines (2005) in the Phase I area.

Measurable Goal 13. Planners condition discretionary project to require storm drain decals on storm drain inlet basins.

County Additional Accomplishments

1) B.M.P.s at the County Center. The County of Sonoma maintained the retrofit B.M.P.s in the south parking lot of P.R.M.D. This retrofitting of storm water B.M.P.s is part of the CalTrans mitigation for the widening of U.S. highway 101 and is a collaborative effort between CalTrans, the North Coast Regional Water Quality Control Board (R.B.1) and the County of Sonoma. The project is available for viewing by the public and staff at P.R.M.D has given many personal tours of the site. B.M.P. features include three vegetated swales (see Photo Three), an underground detention bank, a water quality filter to remove trash, and a bioretention pond. Also included are two Treepods, storm drain insert filters, pervious concrete, unit pavers, a roof for a dumpster and a display of erosion control fabric, silt fence and straw wattles. The entire project acts as a demonstration area for the public and has an education and outreach component. Hundreds of contractors, engineers, and the general public come to P.R.M.D. every day and these demonstration retrofit projects serves as a focal point for storm water B.M.P.s as well as detains water and improve water quality from an urban setting on a retrofit basis.

- 2) The county implements the requirements of the grading ordinance that requires all ministerial grading permits address project impacts to water quality and water quantity. James Johnson and Reg Cullen of P.R.M.D. continue to support rainwater harvesting to promote the detention, retention and reuse of rainwater harvested from rooftops on site.
 - 3) Creek cleanup at the County Center: Day of Caring hosted by the County of Sonoma. In September of each year the County of Sonoma allows employees to spend a day cleaning creeks and other voluntary improvements. The following two images are from the September 12, 2012 Day of Caring hosted by County Regional Parks which included removing trash from along Paulin Creek. See photos 4 and 5 following.
 - 5) Staff at P.R.M.D. encourages applicants to implement post construction L.I.D. measures on projects.
 - 6) Adding notes on parcel maps or final maps indicating parcels are subject to L.I.D. and post construction B.M.P.s will be required for further development that exceeds thresholds of impervious pavement
 - 7) Alex Rosas and Reg Cullen of P.R.M.D. of the P.R.M.D. Engineering Division gave a presentation on post-construction B.M.P.s to the Project Review Division at P.R.M.D. Alex Rosas made a presentation on the County storm water program at the P.R.M.D. “Academy.” Refer to Appendix B for more information on training.
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Photo Three

A vegetated swale in the P.R.M.D. south parking lot filters urban runoff



Photo 4.
County Supervisors Mike McGuire (4th District) and David Rabbitt (2nd District) support the County Day of Caring Sept. 12, 2012 that includes creek clean ups.



Photo 5.
Trash pickup along Paulin Creek



Compliance with State Municipal Separate Storm Sewer System (M.S.4) Waste Discharge Requirement. Order Number R1-2009-0050, N.P.D.E.S. Number C.A.0025054.

The State of California adopted Waste Discharge Requirement Order Number R1-2009-0050, N.P.D.E.S. Number C.A.0025054 on October 1, 2009. The following is a report on compliance with orders from within that M.S.4 for this fiscal year (and reporting period). Supporting documents are referenced in the appendices.

A. DISCHARGE PROHIBITIONS

Non storm water discharges, (d) Submit a best management practice (B.M.P.) plan for the state regional executive officer approval on B.M.P.s for non storm water discharges by May 15, 2010.

P.R.M.D. submitted a B.M.P. plan for 17 types of non storm water discharges to the North Coast Region Water Quality Control Board on May 15, 2010 (during a previous reporting year). The county received comments from the state on that plan in May 2012. The County subsequently submitted revisions to that plan and obtained a response from the Regional Water Board in December 2012. The County is currently actively working with the Water Board in editing the BMP plan and expects to complete that work in the next fiscal year.

B. RECEIVING WATER LIMITATIONS

Discharges of storm water or non storm water from the M.S.4 that cause or contribute to a violation of water quality standards are prohibited. Item 4: the CoPermittees will implement alternative B.M.P.s and will repeat the procedure in an effort to reduce pollutants leaving M.S.4s.

The County uses an iterative approach to B.M.P. and M.E.P. compliance at all construction sites.

C. TOTAL MAXIMUM DAILY LOAD

The 1995 Waste Reduction Strategy for the Laguna de Santa Rosa Total Maximum Daily Load was removed from the M.S.4 permit to “clarify that the goals are not enforceable.”

The state anticipates including this in the next M.S.4 permit. No action required by the County now.

D. STORM WATER QUALITY MANAGEMENT PROGRAM IMPLEMENTATION

The general requirements are for the County to adopt and implement “applicable terms” of the M.S.4 permit within the permit boundary.

There were no specific measurable goals for this section for this reporting period.

E. SPECIAL PROVISIONS

Part 2: Public information and participation program (P.I.P.P.), 2. Residential Program, (c) Outreach and education, (2) Develop a strategy to educate Spanish speaking communities and implemented no later than October 1, 2010.

This program is on-going and the requirement can best be addressed by making bilingual (Spanish and English) brochures and posters, by attending Spanish oriented events in Sonoma County and reaching out to Spanish speaking communities in the county. Two samples of our

bilingual posters are included in Appendix D. The County of Sonoma is also a member of the Russian River Watershed Association that produces bilingual environmental columns monthly about preserving and protecting water quality via providing guidance in an attempt to change behaviors and acts that are less polluting or non-polluting (like using a professional car wash instead of letting soapy water down the storm drain; or picking up dog waste along creeks).

As described in the county storm water management plan, the goals of public education and outreach programs are broad and diverse. This program includes public awareness of the impacts of storm water pollution on our environment, explaining sources of storm water pollution, making the public aware of the regulatory requirements faced by the community and the results of noncompliance and developing a sense of community ownership of the storm water non point source pollution problem and promote cooperative source control as the community's response to the problem. The program emphasizes the importance of individual action and responsibility in controlling storm water non-point source pollution. Another focus is to coordinate with other agencies which are involved in environmental education throughout the watershed to maximize the effectiveness of all of the programs. Putting a Spanish element into all these storm water goals will allow the county to achieve the requirement from the storm water permit.

The county will promote creek stewardship events to Spanish speaking communities and seek to generate pet waste signs in Spanish. The county should also give special attention to advertise in Spanish about hazardous waste disposal and household toxic cleanup days and support Spanish programs at the Spring Lake Environmental Discovery Center.

The county has worked with both the California Integrated Waste Management Board and the Russian River Watershed Association to produce bilingual color and glossy posters, See Appendix D. The county will continue to produce bilingual posters and brochures in order to educate Spanish speaking communities on the preservation of storm water quality via the use of source control (keeping rain water away from pollutants) to develop a sense of community ownership of the storm water non point source pollution problem and promote cooperative source control as the community's response to the problem.

The Eco Desk at the county (phone number 565-3375) has a bilingual outreach specialist to speak about recycling and hazardous waste issues in Spanish, including keeping storm water clean. The Sonoma County Waste Management Agency also has a bilingual booth at various fairs and public events (including the two week long Sonoma County Fair, the Harvest Fair, Earth Day, Cinco de Mayo events, Cloverdale Citrus Fair, Chamber of Commerce events, etc.). Through the Environmental Discovery Center at Spring Lake Park, Regional Parks' staff is able to host kindergarten through twelfth grade educational programs in Spanish.

Part 2: Public information and participation program (P.I.P.P.), 2. Residential Program, (d) Pollutant Specific Outreach, (1) The Co-Permittees shall coordinate to develop outreach programs that focus on watershed-specific pollutants "identified in Table 1 in the Fact Sheet (Impaired Water Bodies) no later than October 1, 2011.

The County meets nearly monthly with the CoPermittees with the main goals of coordination to protect and preserve water quality in our watersheds. The County addresses sediment pollution through the implementation of Sonoma County Code Chapter 11, called the Grading Ordinance, that specifies all grading permits must have and erosion prevention and sediment control B.M.P. program.

Part 2: Public information and participation program (P.I.P.P.), 3. Business Program, (b) Business Assistance Program Pollutant Specific Outreach, (1) The CoPermittees shall implement a Business Assistance Program to provide technical resources assistance to small businesses to reduce the discharge of pollutants no later than April 1, 2012.

The County has a web site with telephone and e-mail contact information for businesses and the public in general. That web site is <http://www.sonoma-county.org/prmd/sw/index.htm> and hosted by P.R.M.D. The County has developed a series of storm water brochures for businesses and the public and routinely hands these brochures out at the public counter at P.R.M.D., during grading inspections, and during storm water investigations. Those brochures are found in Appendix L of this annual report.

The County sent out letters to 27 businesses in the automotive repair industries. See Appendix M for the form letter used to send out B.M.P. information to businesses within the Phase I area.

Part 3: Industrial/Commercial Facilities Program, 3. Inspect Critical Sources. The CoPermittees shall inspect “critical sources of storm water pollution,” twice during the five-year term with first inspection occurring no later than 1 October 2012. These critical sources include restaurants, automotive service facilities, retail gasoline outlets, nurseries and landscape material yards.

The County routinely makes inspections at restaurants, automotive service facilities, and retail gasoline outlets. The County inspected nurseries and landscape material yards within the Phase I boundary and handed out educational B.M.P. materials to owners. P.R.M.D. Bilingual posters were distributed. See Appendix C for more information out the County nursery and bulk material outreach program.

Part 5: Redevelopment and new development Integrated Water Quality/Resource Plan 2 (a) (3) Co-Permittees shall develop and implement a Low Impact Development (L.I.D.) technical Guidance Manual by 1 October 2011.

This was completed. All the Co-Permittees use this L.I.D. manual when reviewing and approving projects. The state letter approving the L.I.D. manual was in Appendix N of the prior annual report.

The county and Co-Permittees have set a design goal to capture 100 percent of the volume of storm water generated by the 24 hour 85th percentile storm event. The 100 percent volume capture goal is applied to all projects where feasible and is not currently enforceable (since it is a goal). For projects that cannot achieve 100 percent capture, the minimum design requirement for applicable projects is no increase in the volume of runoff released to the storm drain system due to development for the 24 hour 85th percentile storm event. This requirement is intended to effectively mimic the natural undeveloped site condition. Captured water is then allowed to slowly infiltrate into the ground to recharge ground water and maintain base flow. Alternatively, collected storm water may be reused on site for irrigation. These concepts are embodied in the new L.I. D manual found at U.R.L. <http://ci.santa-rosa.ca.us/departments/utilities/stormwatercreeks/swpermit/Pages/swLIDtechManual.aspx>

This site includes an EXCEL water quality calculator based on Technical Release Manual TR-55. This 272-page L.I.D. manual was included as an appendix in a previous annual report.

L.I.D. training. The City of Santa Rosa hosted a series of L.I.D. trainings by Heaven Moore (Hix) available to regulators, consultants, contractors, and the public.

Part 9: Public Agency Activities Program. 7 (a) Vehicle and equipment wash areas. Each CoPermittee shall eliminate discharges of untreated wash waters no later than October 1, 2011.

The county no longer uses wash racks that do not have treatment or are plumbed into the sanitary sewer.

Part 9: Public agency activity program, 8 Landscape, park, and recreational management, (b) use standardized protocols for the routine and non routine applications of pesticides and fertilizers; do not apply pesticides or fertilizers immediately to, during, or immediately after rain, ensure no banned or unregistered pesticides are stored or applied; ensure staff are trained; implement procedures that encourage the retention and planting of native vegetation to reduce water, pesticide and fertilizer needs; and store pesticides and fertilizers indoors or under cover; by January 1, 2010.

Regional Parks' staff continued to implement chemical use, storage, disposal and reduction practices in accordance with the strategies outlined in the storm water management plan. The department complied with standardized protocol for chemical application and related regulatory requirements, followed the protocols in the Regional Parks' integrated pest management plan, and continued to conduct inspections in storage areas for proper storage practices and for expired, banned, or unregistered pesticides. Regional Parks' staff prepared pesticide use reports on a monthly basis and records were submitted in accordance with regulatory requirements to the county Agricultural Commissioner. Further, the department ensures pesticides are not applied immediately prior, during, or immediately after forecasted rain events, ongoing.

Regional Parks continued the policy of prohibiting the use of copper based pesticides as part of the Spring Lake aquatic vegetation control program. Application of chemicals by staff at all Regional Parks was limited to products that carry regulatory "caution" labels. The suspension of the use of pesticides near wetland areas at Helen Putnam and Tolay Lake parks continued, in compliance with a federal court order and E.P.A. injunction, which restricts pesticide use in California red legged frog habitat, ongoing.

In addition, the Regional Parks department held two landscape pesticide applicators' seminars to educate the maintenance staff and other attendees on pesticide application, safety of the public and applicator and promote the responsible use of pesticides. The first was held November 15, 2012 with 109 people in attendance, including two Regional Parks' employees. The second seminar was held May 7, 2013 with 139 people in attendance, including four Regional Parks' employees.

The department utilized staff and volunteer assistance to reduce the populations of non native plant species such as Scotch and French Broom, Himalayan Blackberry, Fennel and Cotoneaster at facilities within and beyond the permit boundaries. During the current reporting period, approximately 750 hours of volunteer labor were reported for non native plant removals at Regional Parks' facilities.

New park facilities are designed to retain and protect existing native vegetation as feasible and to incorporate native species compatible with existing plant communities and environmental habitats. Environmental documents and construction specifications incorporate

project specific measures directed toward minimizing site disturbance, as well as preservation and restoration of existing native vegetation and are applied county wide. Water conservation is promoted through the use of appropriate plant placement, species selection, irrigation system design and post construction landscape management techniques. PARKS section deleted.

Part 9: Public Agency Activities Program. 9 (c) 1 Trash receptacles. Each CoPermittee shall install trash receptacles in areas subject to high trash generation no later than October 1, 2011 (pg. 63).

Since 1980, Sonoma County Transit has provided trash receptacles at bus stops throughout the County. Approximately 120 of the County's 1,010 bus stops are equipped with trash receptacles. The trash receptacles are serviced (at varying levels) by Sonoma County Transit's maintenance contractors and local jurisdictions. Approximately 70 trash receptacles are located at bus stops within the County's unincorporated area and 50 are within incorporated cities.

Part 9: Public agency activity program, 11 Municipal Employee training by October 1, 2010 (ongoing).

Please see Appendix B for information regarding training.

MONITORING PROGRAM

Part A: **Chemical Monitoring.** After consultation with the state about the wet weather sampling sites along Paulin Creek it was decided to abandon those sites in favor of three other sites. However, the state did not provide approval for those sites until after the majority of winter storms had stopped. There was one brief storm in June of 2013 where grab samples were collected and those results appear in Appendix G for this fiscal year.

P.R.M.D. sampled two dry weather discharges from the Airport Business Center near Tamayo Way during the fiscal year. That outfall near Tamayo Way was the only one with running water. Those laboratory results are found in Appendix G Monitoring.

PART III GOALS AND MODIFICATIONS

- 1.** The county shall modify its storm water management programs, protocols, practices and municipal codes to make them consistent with the requirements of the R.B.1 M.S.4 permit. Then, the Regional Water Board shall then consider approval of requested modifications to the S.W.M.P. annually.
- 2.** Special Studies. Due to the major economic recession the county was forced to significantly reduce staff. Staff reductions and budget limitations have constrained the scope of the special studies as reported in the main text of this document above in the section "Special Studies".
- 3.** Business Assistance Program. The M.S.4 permit (pg. 26) requires the County to "implement a Business Assistance Program to provide technical resource assistance to small businesses to reduce the discharge of pollutants in storm water..." This program was implemented during this reporting fiscal year. The County has a web site at

http://www.sonoma-county.org/prmd/sw/sw-business_assist_prog.htm and brochures to hand out. See Appendix M for more information about the Business assistance program.

4. Part 3: Industrial/Commercial Facilities Program, 3. Inspect Critical Sources including nurseries and landscape bulk material yards (pg. 33 of the M.S.4 permit). The County visited nurseries and bulk material yards during this fiscal year with bilingual posters for distribution. See Appendix C for more information about nurseries.

5. Inspection of Incidental Runoff (pg. 38 of the M.S.4 permit). Measurable Goal (d) requires review of current legal authority relative to incidental runoff, landscape overspray, lawn overspray, irrigation runoff, and water waste. There are discharge prohibitions in the Phase I M.S.4 permit with the state. However, there is also a program that states, in “lieu of a strict prohibition, a CoPermittee may submit a plan for Executive Office authorization that includes categories of non-storm water discharges and associated B.M.P.s to minimize or eliminate those types of non-storm water discharges to the M.S.4.” P.R.M.D. submitted that plan to the North Coast Region Water Quality Control Board on May 15, 2010 (during a previous reporting year). The county received comments from the state on that plan in May 2012. The County subsequently submitted revisions to that plan and obtained a response from the Regional Water Board in December 2012. The County is currently actively working with the Water Board in editing the B.M.P. plan and expects to complete that work in the next fiscal year.

6. Other items related to Inspection of Incidental Runoff (pg. 38 of the M.S.4 permit). Measurable Goals (e) legal authority, (f) enforcement policy, and (g) annual report of inspection numbers are related to the plan with the status outlined in item 5 immediately above. These goals can be addressed once the county has an approved plan with the state about the proposed B.M.P.s to address allowing non-storm water discharges. See Modifications section on page 66 of this annual report.

7. Develop the S.U.S.M.P. L.I.D. treatment offset program (page 56 this report). Develop details including considering treatment sites in the following order: same stream reach, same sub-watershed, same watershed, adjoining watershed, or nearby watershed. Regional mitigation banking can be considered.

The county is working with Colleen Hunt from the North Coast Regional Water Quality Control Board to develop the L.I.D. treatment offset program. The offset program is discussed at the monthly CoPermittee meetings and the Regional Water Board recognizes more meetings will be necessary with the CoPermittees in order to have a functioning offset program that is acceptable to the Regional Water Board. The Water Board is currently scheduling more meetings related to the offset program. It is anticipated that the offset program will be completed in the next fiscal year.

8. Channel-forming discharge (hydrograph modification, page 55 of this report). Develop details and implement requirements pertaining to hydrograph modification.

The county is working with Colleen Hunt from the North Coast Regional Water Quality Control Board to develop the channel-forming discharge/hydrmodification program. It is anticipated that the hydrograph modification program/policy will be completed in the next fiscal year.

PART IV ADDITIONAL ACCOMPLISHMENTS

- 1.** Distributing free fat and grease scrapers to the public at the P.R.M.D lobby. Hundreds of engineers, architects, contractors, real estate agents and members of the general public pass through the P.R.M.D. lobby on a weekly basis. At the P.R.M.D. Engineering cubicle approx. a hundred fat and grease scrapers were handed out for free. The value of these fat and grease scrapers is it provides a handy way to remove excess grease from frying pans which helps prevent blockages of sewer lines. Overflows of sewer lines can decrease water quality.
- 2.** Video contest on water quality. The Russian River Watershed Association (R.R.W.A.) sponsors a high school student video contest on water quality. The County is a member of R.R.W.A. that annually sponsors this contest with varying themes on water quality. The winners of the video contest receive a cash prize. The value of this video contest is it gets student thinking about aspects of water quality they might not otherwise encounter during their high school education. These videos can typically be viewed on the R.R.W.A. web site.
- 3.** Distributing free landscape guidelines. The R.R.W.A. helped generate guidelines on sustainable practices for the landscape professional in the Russian River Watershed called “Russian River-Friendly Landscape Guidelines.” At the P.R.M.D. Engineering cubicle scores of these guidelines were handed out during the reporting period. The value of these guidelines is it identifies native and drought tolerant plants species and planting recommendations.
- 4.** Storm water training to engineers, architects, planners, and the general public. On 23 August 2012 Alex Rosas of P.R.M.D led a training on storm water that included B.M.P. and L.I.D. concepts found in the regional L.I.D. manual. That signup sheet and agenda is in Appendix B on training.
- 5.** Winery storm water regulatory compliance workshop. Reg Cullen of P.R.M.D. attended this training at Clos Du Bois winery on Wed. 26 June 2013. Concepts included how to properly dispose of winery process water.

PART V SIGNATORY REQUIREMENTS

I certify under the penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system or those persons directly responsible for gathering the information, to the best of my knowledge and belief, the information submitted is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Chair, Board of Supervisors

ATTEST:

County Clerk of the Board of Supervisors

As authorized by the Sonoma County Board of Supervisors by Resolution _____ and required by 122.22 Code of Federal Regulations

LIST OF APPENDICES

- Appendix A. Phase I Monthly Meetings Agendas and Minutes
- Appendix B. Summary of County Storm Water Training
- Appendix C. Nursery and Bulk Material Outreach
- Appendix D. Bilingual Spanish English Posters about Preserving Creek Quality
- Appendix E. County Fire Hazardous Materials Area Plan
- Appendix F. B.M.P. Handouts for Septic and Greywater Systems
- Appendix G. Monitoring
- Appendix H. Regional Parks Project Matrix
- Appendix I. Environmental Health Food Guide
- Appendix J. Russian River Watershed Association Environmental Columns
- Appendix K. Fire Brochures on Retail Gas Stations Preserving Storm Water Quality
- Appendix L. Storm Water Brochures for Business Programs and Public Outreach
- Appendix M. Business Assistance Program form letter

Please note all the appendices are in electronic format only. For further information about the appendices or a copy of the appendices, please contact Reg Cullen in the Engineering Division of P.R.M.D. at (707) 565-2502 or email Reg.Cullen@Sonoma-County.org.



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: Sonoma County Board of Supervisors

Board Agenda Date: December 10, 2013

Vote Requirement: Majority

Department or Agency Name(s): Permit and Resource Management Department

Staff Name and Phone Number:

Blake Hillegas 565-1392

Supervisorial District(s):

First

Title: Lot Line Adjustment between four parcels under Williamson Act Contract, Jeff Kunde; LLA12-0044.

Recommended Actions:

Approve a Resolution and Conditions of Approval for a Lot Line Adjustment between four parcels for the Lands of Kunde et al (Jeff Kunde), 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.

Executive Summary:

Background: The Williamson Act contract restricting the four parcels proposed for adjustment applies to a total of 11 contiguous parcels. All of the currently restricted parcels will be placed under new contracts upon recordation of the new lot line configuration.

Proposal: This is a request for a Lot Line Adjustment between four parcels ; 282, 184.5, 38.3, and 41 acres in size resulting in four parcels, 243.8, 175.1, 40, and 86.9 acres in size subject to a Williamson Act Contract. The parcels are zoned LIA (Land Intensive Agriculture) with a 100 acre density. Combining zones are Z (Second Unit Exclusion), SR (Scenic Resources), and VOH (Valley Oak Habitat). There will be no increase in development potential as a result of the Lot Line Adjustment. All four of the parcels are currently under one Williamson Act contract, a Type II non-prime contract recorded in 1972 (2-457-72; 2603/788), along with seven other parcels not involved in the present request.

The existing parcels and newly configured lots contain vineyards and/or cattle pasture, such that over 50% of the land area of each of the newly configured lots will be in agricultural use. A single family residence and agricultural barns exist on Parcels B and C (newly configured Parcel C). The conditions of approval for the Lot Line Adjustment require that the newly configured lots and each lot under contract be under separate contracts.

Normally a Lot Line Adjustment is approved administratively. However, since the parcels involved in the Lot Line Adjustment are under a Williamson Act contract they must be reviewed by the Board of

Supervisors. The Board is requested to review the proposed Lot Line Adjustment, Williamson Act findings {Government Code Section 51257(a)}, the requirements of the Subdivision Map Act {Section 66412(d)}, and approve the requested Lot Line Adjustment.

CEQA: The project is exempt from CEQA under Section 15305, Minor Alterations in Land Use Limitations.

Consistency Subdivision Map Act and Lot Line Adjustment Standards: The Lot Line Adjustment is consistent with County standards for Lot Line Adjustments because the reconfiguration of the parcels retains suitable land area for potential building sites, septic systems, and water supply under existing zoning, but does not create new subdivision or other development potential. The lot configuration is consistent with the General Plan and Zoning designations and will foster sound land use patterns. The parcels have legal access to a public road or right-of-way or are served by existing private roads that connects to a public road or right-of-way.

Williamson Act Consistency: To facilitate a Lot Line Adjustment, Gov. Code § 51257 permits the contracting parties to mutually agree to rescind the existing contract or contracts and to simultaneously enter into new contracts or contracts if the following findings can be made:

- a. The new contract or contracts would enforceably restrict the adjusted boundaries of the parcel for an initial term for at least as long as the unexpired term of the rescinded contract or contracts, but for not less than 10 years.

Staff Comment: This owner has agreed to Conditions of Approval for the Lot Line Adjustment to rescind and replace the existing contract and establish a contract on each newly configured parcel and each parcel under contract. The new contracts will restrict the adjusted boundaries of all parcels currently under contract for not less than 10 years, renewing automatically every January 1st. The uses of each parcel will continue to be qualifying agricultural and compatible uses pursuant to the County's Uniform Rules for Agricultural Preserves. The rescission and replacement of the existing contract on each parcel will require separate and subsequent Board actions to be scheduled for a later date.

- b. There is no net decrease in the amount of the acreage restricted. In cases where parcels involved in a Lot Line Adjustment are subject to contracts rescinded pursuant to this section, this finding will be satisfied if the aggregate acreage of the land restricted by the new contracts is at least as great as the aggregate acreage restricted by the rescinded contracts.

Staff Comment: There will be no net decrease in amount of acreage currently restricted because all of the parcels under the existing Type II contract (11 parcels), including the 4 parcels involved in the lot line adjustment, will placed under new contracts. The newly configured lot sizes, 243.8, 175.1, 40, and 86.9 acres are consistent with the minimum 40 acre lot size requirement for a Type II Williamson Act contract. Once the Lot Line Adjustment deeds have recorded, the existing Type II Williamson Act contracts will be rescinded and replaced with a new Williamson Act contract over each of the restricted parcels. The areas devoted to vineyard and cattle pasture for each parcel are adequate

to justify the inclusion of the land in Williamson Act contracts.

c. At least 90 percent of the land under the former contract or contracts remains under the new contract or contracts.

Staff Comment: After the Lot Line Adjustment 100% of the land under the existing contract will be restricted under new Williamson Act contracts.

d. After the Lot Line Adjustment, the parcels of land subject to contract will be large enough to sustain their agricultural use, as defined in Section 51222.

Staff Comment: Each adjusted parcel is at least 40 acres in size which is the minimum parcel size for a Type II Williamson Act Contract. All parcels will continue to be used as vineyard land and/or cattle pasture.

e. The Lot Line Adjustment would not compromise the long-term agricultural productivity of the parcel or other agricultural lands subject to a contract or contracts.

Staff Comment: At 243.8, 175.1, 40, and 86.9 acres in size, the parcels resulting from the Lot Line Adjustment will not compromise agricultural productivity. Each parcel meets the minimum parcel size for Type II Williamson Act Contracts. The reconfiguration of the contract boundaries to coincide with the new parcel boundaries will not result in adjacent lands being removed from contract. The parcels will be able to maintain their contractual obligations.

Lot A: The resultant parcel size is 243.8 acres with approximately 93 acres of vineyard and 35 acres of cattle pasture.

Lot B: The resultant parcel size is 175.1 acres with approximately 80 acres of vineyard and 20 acres of cattle pasture.

Lot C: The resultant parcel size is 40 acres with approximately 23 acres of vineyard.

Lot D: The resultant parcel size is 86.9 acres with approximately 50 acres of vineyard.

Gross income per acre from the vineyards is approximately \$6,800 per acre.

Under the Agricultural Preserve Rules, the minimum gross income requirements for vineyards is not less than \$1,000 per planted acre, therefore, this requirement is met.

f. The Lot Line Adjustment is not likely to result in the removal of adjacent land from agricultural use.

Staff Comment: As a result of the Lot Line Adjustment, it is the intent of the County and the applicant that all of the parcels under the current contract will be restricted by new Williamson Act contracts, and that the applicant will take all steps necessary to ensure that all the parcels qualify or continue to qualify for replacement contracts. The adjoining lands will also be remain under contract and will continue to be used for agriculture.

g. The Lot Line Adjustment does not result in a greater number of developable parcels than existed prior to the adjustment, or an adjusted lot that is inconsistent with the General Plan.

Staff Comment: There is a 100 acre General Plan and Zoning density on the site. Therefore, Parcel A (282 acres), currently has development potential for two single family homes. The reduction in size of Parcel A from 282 acres to 243 acres would not increase development potential. Similarly, the reduction in size of Parcel B from 184.5 to 175.1 acres would not increase development potential.

Increasing the size of Parcel C from 38.3 acres to 40 acres and increasing the size of Parcel D from 41 acres to 86.9 acres would not increase development potential due to the 100 acre density requirement. The existing single family residence on proposed Parcel C qualifies as a compatible use under Section 8 of the Uniform Rules for Agricultural Preserves and Farmland Security Zones because it occupies less than 5 acres of the 40 acre Parcel.

The property owner currently has the potential and will continue to have the potential to construct agricultural employee housing, Farm Family and Farm Worker housing, consistent with the Zoning Code. These uses are listed as “compatible uses” under the Uniform Rules.

Staff recommendation: Staff recommends the Board find that all Government Code § 51257 findings are satisfied in connection with the proposed Lot Line Adjustment, and approve the proposed Lot Line Adjustment subject to the attached Conditions of Approval. The lots will continue to be devoted to qualifying agricultural use. Conditions of Approval require that prior to recording the Grant Deed for the Lot Line Adjustment, the applicants shall submit the appropriate application and filing fees to rescind and replace the current contract with new Williamson Act contracts for all contracted parcels, and to submit additional planning applications if necessary to ensure that all parcels will qualify for replacement contracts. Once the Lot Line Adjustment grant deeds are recorded, then the County can proceed with preparation of new contracts.

Prior Board Actions:

None.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Land Conservation 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 - FY 13-14

| Expenditures | | Funding Source(s) | |
|---------------------------|-----------|--------------------------|-----------|
| Budgeted Amount | \$ | | \$ |
| Add Appropriations Req'd. | \$ | State/Federal | \$ |
| | \$ | Fees/Other | \$ |
| | \$ | Use of Fund Balance | \$ |
| | \$ | Contingencies | \$ |
| | \$ | | \$ |
| Total Expenditure | \$ | Total Sources | \$ |

Narrative Explanation of Fiscal Impacts (If Required):

There will be no decrease in property tax revenue as a result of rescinding and replacing the Williamson Act Contracts on the adjusted contracted parcels.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

Not applicable.

Attachments:

- Exhibit A: Draft Resolution
- Exhibit B: Conditions of Approval
- Exhibit C: Vicinity Map
- Exhibit D: Lot Line Adjustment Map
- Exhibit E: Assessor’s Parcel Maps (3)

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

None.



County of Sonoma

State of California

Date: December 10, 2013

Item Number: _____

Resolution Number: _____

LLA12-0044 Blake Hillegas

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Granting The Request By Jeff Kunde, Lands Of Kunde Et Al, For A Lot Line Adjustment
Between Four Parcels; 282, 184.5, 38.3, And 41 Acres In Size Resulting In Four Parcels, 243.8,
175.1, 40, And 86.9 Acres In Size Subject To Williamson Act Contracts For Properties Located
At 2451 Nelligan Road And 11011 Highway 12, Kenwood (APNs 051-170- 024, 051-180-014,
and 051-250-010, -013, And -019).**

Whereas, the applicant, Jeff Kunde, Lands of Kunde et al, filed an application with the Sonoma County Permit and Resource Management Department for a Lot Line Adjustment between four parcels 282, 184.5, 38.3, and 41 acres in size resulting in four parcels, 243.8, 175.1, 40, and 84.9 acres in size subject to Williamson Act Contracts for properties located at 2451 Nelligan Road and 11011 Highway 12, Kenwood (APNs 051-170- 024, 051-180-014, 051-250-010, -013, and -019). The parcels are Zoned LIA (Land Intensive Agriculture) with a 100 acre density. Combining zones are Z (Second Unit Exclusion) SR (Scenic Resources), and VOH (Valley Oak Habitat), Supervisorial District No 1; and

Whereas, to facilitate a Lot Line Adjustment, Government Code Section 51257 authorizes parties to a Williamson Act contract or contracts to mutually rescind the contract or contracts and simultaneously enter into a new contract or contracts, if certain findings are made by the Board of Supervisors; and

Whereas, Section 15305(a) of Title 14 of the California Code of Regulations (CEQA Guidelines) provides that minor Lot Line Adjustments are exempt from the California Environmental Quality Act; and

Now, Therefore, Be It Resolved that the Board of Supervisors makes the following findings consistent with Government Code Section 51257:

- a. The new contracts would enforce and restrict the adjusted boundaries of the parcels for an initial term for at least as long as the unexpired term of the rescinded contract or contracts, but for not less than 10 years.
- b. There is no net decrease in the amount of the acreage restricted under the existing and replacement contracts. In cases where parcels involved in a Lot Line

Adjustment are subject to contracts rescinded pursuant to this section, this finding will be satisfied if the aggregate acreage of the land restricted by the new contracts is at least as great as the aggregate acreage restricted by the rescinded contracts.

c. After the Lot Line Adjustment 100% of the land under the existing contract will be under new contracts.

d. After the Lot Line Adjustment, the parcels of land subject to contract will be large enough to sustain their agricultural use, as defined in Section 51222. Each parcel is more than 40 acres in size which is the minimum parcel size for a Type II Williamson Act Contract. All parcels will continue to be used as vineyard and or cattle pasture lands.

e. The Lot Line Adjustment would not compromise the long-term agricultural productivity of the parcel or other agricultural lands subject to a contract or contracts. At 243.8, 175.1, 40, and 86.9 acres in size, the parcels resulting from the Lot Line Adjustment will not compromise agricultural productivity. The reconfiguration of the contract boundaries to coincide with the new parcel boundaries will not result in adjacent lands being removed from contract. The parcels will be able to maintain their contractual obligations.

f. The Lot Line Adjustment will not result in the removal of adjacent land from agricultural use or contract obligations. Adjacent land would still be under contract and use for agricultural purposes.

g. The Lot Line Adjustment does not result in a greater number of developable parcels than existed prior to the adjustment, or an adjusted lot that is inconsistent with the General Plan. There is a 100 acre zoning density on the site, which would require 200 acres before there is any subdivision potential. The existing 282 acre parcel A would be reduced in size to 243.8 acres with no increase in subdivision potential. Similarly, the reconfiguration of parcels B, C, and D to 175.1, 40, and 86.9 acres in size would not increase subdivision potential.

Be It Further Resolved that the Board of Supervisors hereby finds that substantial evidence in the record before it supports the above findings, and further finds that the Lot Line Adjustment meets the requirements of the Subdivision Map Act and the Williamson Act; and

Be It Further Resolved that the Board of Supervisors grants the request for the Lot Line Adjustment subject to conditions as shown in Exhibit "A" 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; and

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

Resolution #
December 10, 2013
Page 3

virtue of Section 15305 Class 5 of Title 14 of the California Code of Regulations (CEQA Guidelines) in that the project is a minor Lot Line Adjustment; and

Be It Further Resolved that the Board of Supervisors designates the Clerk of the Board as the custodian of the documents and other material which constitute the record of proceedings upon which the decision herein is based. These documents may be found at the office of the Clerk of the Board, 575 Administration Drive, Room 100-A, Santa Rosa, California 95403.

Supervisors:

| | | | | |
|--------|-------|----------|-----------|----------|
| Gorin: | Zane: | McGuire: | Carrillo: | Rabbitt: |
| Ayes: | Noes: | Absent: | Abstain: | |

So Ordered.

BOARD OF SUPERVISORS CONDITIONS OF APPROVAL

Exhibit A to Resolution

Staff: Blake Hillegas
File No.: LLA12-0044
APN: APNs 051-170- 024, 051-180-014, 051-250-010, -013, and -019).
Date: December 10, 2013
Applicant: Jeff Kunde, Lands of Kunde et al
Owner: Same
Address: 2451 Nelligan Road and 11011 Highway 12, Kenwood

Project Description: Request for a Lot Line Adjustment between four parcels; 282.0, 184.5, 38.3, and 41.0 acres in size resulting in four parcels; 243.8, 175.1, 40.0, and 84.9 acres in size subject to a Williamson Act Contract.

NOTE: These conditions must be met and the application validated within 24 months (December 10, 2015) unless a request for an extension of time is received before the expiration date.

NOTE: The Lot Line Adjustment has been determined to be Categorically Exempt from CEQA (California Environmental Quality Act).

NOTE: The parcels are under Williamson Act contracts and therefore the Board of Supervisors has determined that the Lot Line Adjustment meets the findings set forth in Section 51257(a) of the Government Code.

NOTE: The following Conditions of Approval must be completed before the deed may be recorded:

HEALTH:

"The conditions below have been satisfied BY _____ DATE _____

1. On the proposed Parcel C, evidence of soils suitable for subsurface sewage disposal system to repair area for the existing system shall be provided to the Well and Septic Section. This will include, but not be limited to soil profiles and may include percolation tests done in accordance with current standards of the Well and Septic Section of PRMD. The work must be certified by a State Registered Civil Engineer, Environmental Health Specialist or Geologist and refer to this Lot Line Adjustment number. This demonstration may be modified or waived by the District Specialist if the consultant can clearly demonstrate that adequate primary and reserve area is available.

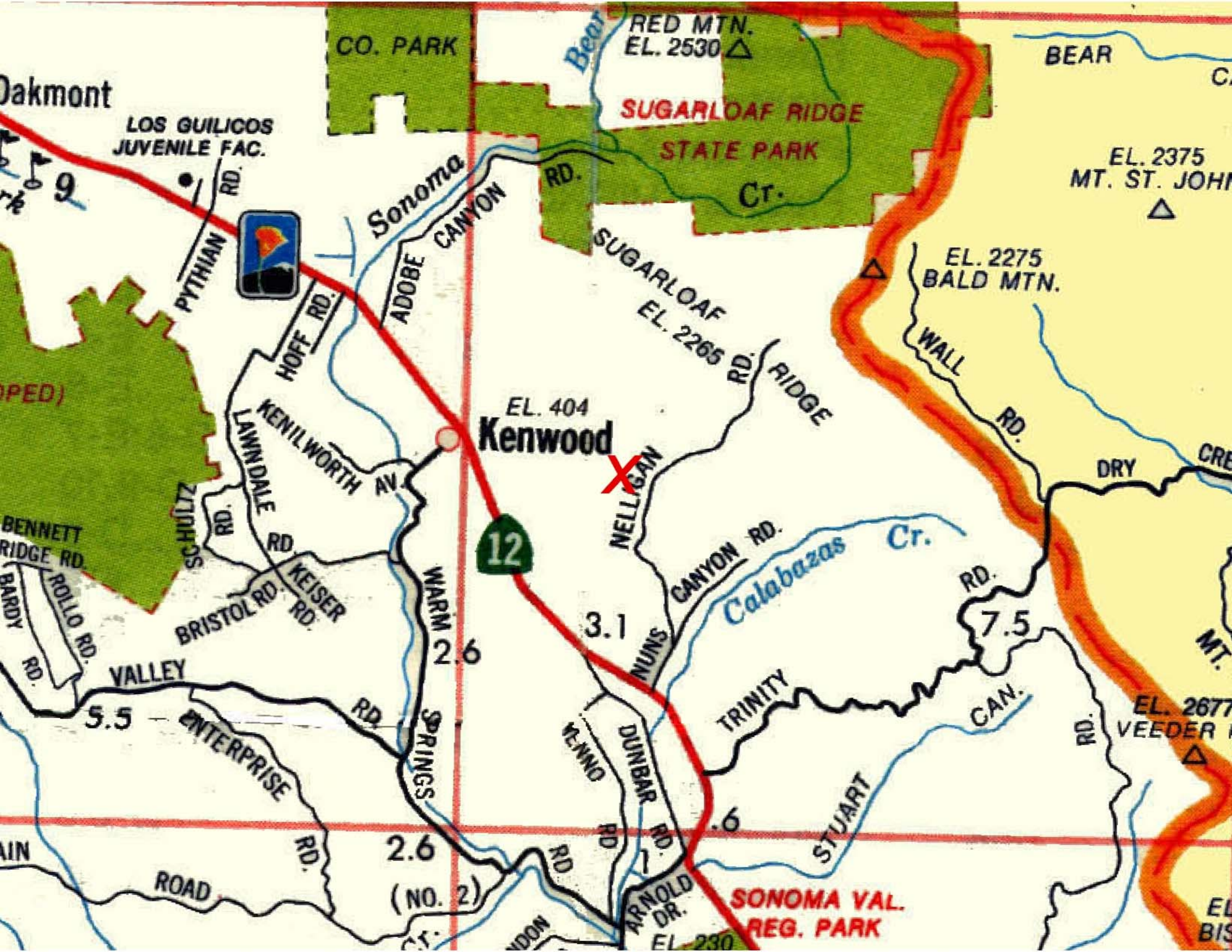
PLANNING:

"The conditions below have been satisfied BY _____ DATE _____

2. Submit verification to Planning that taxes and/or assessments, which are a lien and termed as payable, are paid to the Treasurer-Tax Collector's Department on all parcels affected by the adjustment. Prior to recording, contact the Treasurer-Tax Collector for the current amount due.
3. A draft description, prepared by a Licensed Land Surveyor or Civil Engineer authorized to practice land surveying, showing the combination of lots or transfer of property shall be submitted to the County Surveyor for approval. The following note shall be placed on the deed or deeds.

"The purpose of this deed is for a Lot Line Adjustment for the combination of a portion of the Lands of Jane Kunde as described by deed recorded under Document No. 2009-009995, Sonoma County Records, APN 051-250-010 &-013, with the Lands of Aurthur W. & Leslie M. Kunde, as described by deed recorded under Document No. 2010-0023463, Sonoma County Records, APN 051-250-019, with the Lands of Kunde et al as described by deed recorded under Document No. 1994-0019650, Sonoma County Records, 051-170-024 and Document No. 1994-0019657, Sonoma County Records, APN 051-18-014. This deed is pursuant to LLA12-0044 on file in the office of the Sonoma County Permit and Resource Management Department. It is the express intent of the signatory hereto that the recordation of this deed extinguishes any underlying parcels or portions of parcels." It is the responsibility of the surveyor/engineer preparing the deeds to insure that the information contained within the combination note is correct. Note: The County Surveyor may modify the above described note.

4. After approval by the County Surveyor, a grant deed or deeds shall be prepared and submitted to the Planning Division for approval prior to recording. An approval stamp will be placed on the face of the grant deed or deeds.
5. A site plan map of the Lot Line Adjustment shall be prepared by a Licensed Surveyor or Civil Engineer and attached to the deed(s) to be recorded. The site plan shall be subject to the review and approval of the County Surveyor. The following note shall be placed on said plan: "THIS EXHIBIT IS FOR GRAPHIC PURPOSES ONLY. Any errors or omissions on this exhibit shall not affect the deed description."
6. After approval of the deed description by the County Surveyor, a grant deed or deeds shall be prepared and submitted to the Permit and Resource Management Department for approval prior to recording.
7. Prior to recording the Lot Line Adjustment grant deeds, the applicant shall submit complete applications and appropriate filing fees to rescind and replace the existing, non prime (Type II) Williamson Act contract with new Williamson Act contracts for each legal parcel under the original contract (2-457-72; 2603/788). Because additional county approvals are necessary to ensure that all parcels under the existing contract, but not subject to the current lot line adjustment, meet the requirements for replacement contracts, the applicant shall submit the appropriate planning applications in conjunction with the applications for replacement contracts.
8. The property owners shall execute a Right-to-Farm Declaration on a form provided by PRMD to be submitted before the Lot Line Adjustment is cleared by PRMD for recordation. The Right-to-Farm Declaration shall be recorded concurrently with the PRMD approved Lot Line Adjustment grant deed(s) to reflect the newly configured parcels.
9. Prior to recording the deeds all permit processing costs shall be paid in full.



Dakmont

LOS GUILICOS JUVENILE FAC.

CO. PARK

RED MTN. EL. 2530 \triangle

SUGARLOAF RIDGE STATE PARK

BEAR

EL. 2375 MT. ST. JOHN \triangle

EL. 2275 BALD MTN. \triangle

EL. 404 Kenwood \times

12

3.1

7.5

5.5

2.6

(NO. 2)

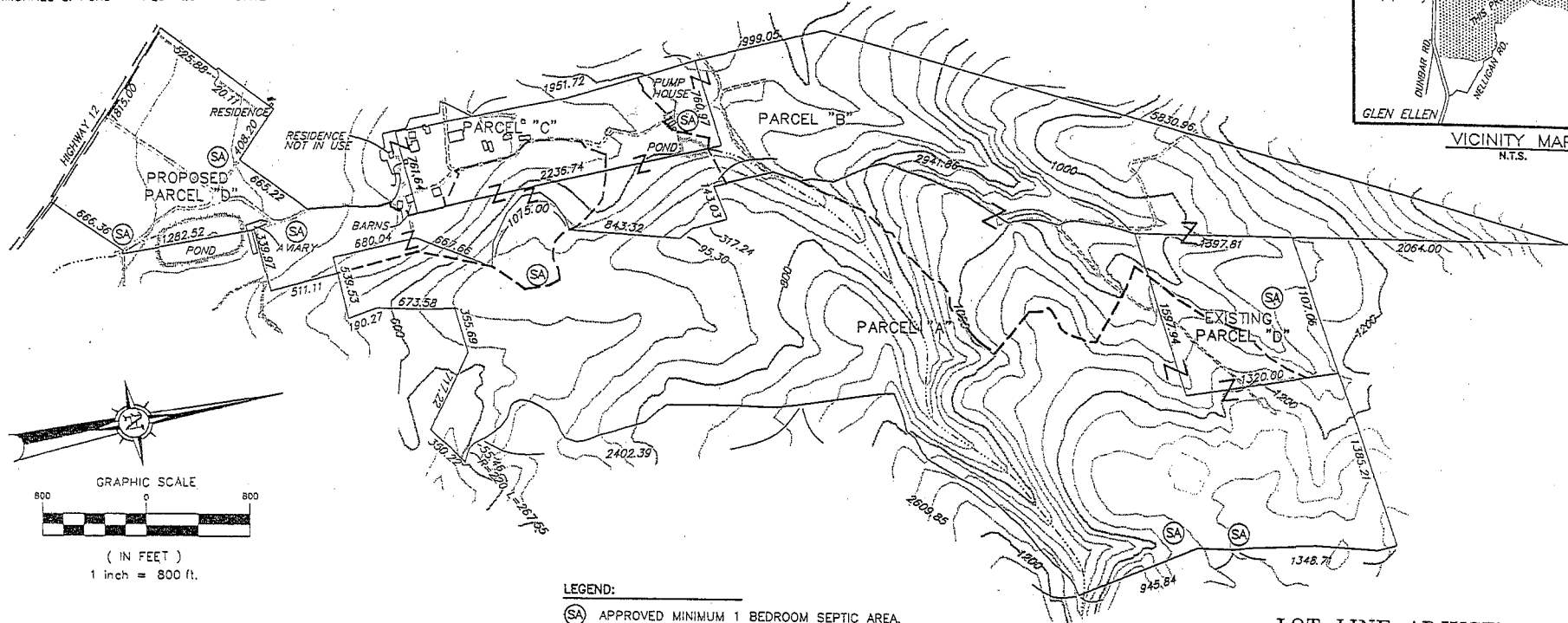
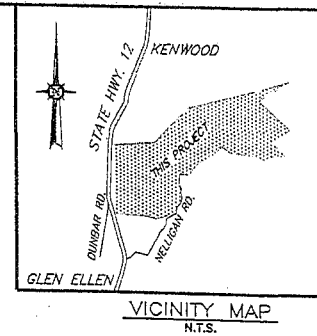
SONOMA VAL. REG. PARK

EL. 2677 VEEDER \triangle

EL. BIS

THIS EXHIBIT PREPARED BY ME OR UNDER MY DIRECTION AT THE REQUEST JEFF KUNDE, IN JULY, 2013.

Michael E Ford 11/19/13
 MICHAEL E. FORD PLS 7237 DATE



LEGEND:
 (SA) APPROVED MINIMUM 1 BEDROOM SEPTIC AREA.

STATISTICAL INFORMATION:

PARCEL "A"
 Lands of JANE KUNDE, F.L.P., D.N. 2009-009995, D.N. 2009-014850 & D.N. 2010-023465
 A.P.N. 051-250-010 & 013
 EXISTING LOT SIZE: 282.0 ACRES
 PROPOSED LOT SIZE: 243.8 ACRES (10,621,527 SFT)

PARCEL "B"
 Lands of AURTHUR W. & LESLIE M. KUNDE, F.L.P., D.N. 2010-0023463
 A.P.N. PORTION OF 051-250-019
 EXISTING LOT SIZE: 184.5 ACRES
 PROPOSED LOT SIZE: 175.1 ACRES (7,624,790 SFT)

PARCEL "C"
 Lands of KUNDE, ET AL D.N. 1994-0019650
 A.P.N. PORTION OF 051-170-024
 EXISTING LOT SIZE: 38.3 ACRES
 PROPOSED LOT SIZE: 40.0 ACRES (1,742,198 SFT)

PARCEL "D"
 Lands of KUNDE, ET AL D.N. 1994-0019657
 A.P.N. PORTION OF 051-180-014
 EXISTING LOT SIZE: 41.0 ACRES
 PROPOSED LOT SIZE: 86.9 ACRES (3,787,106 SFT)

LOT LINE ADJUSTMENT
 A PROPOSED LOT LINE ADJUSTMENT BETWEEN
 THE LANDS OF KUNDE, ET AL
 D.N.'S 2009-009995, 2009-014850, 2010-023465
 2010-0023463, 1994-0019650, & 1994-0019657
 COUNTY OF SONOMA STATE OF CALIFORNIA
 SCALE: 1"=800' DATE: JULY, 2013
 REV: NOV, 2013

michael ford inc.
michael ford surveying
 2300 bethards drive, suite J
 santa rosa, california 95405
 p 707.542.8513 - f 707.542.1825
 www.michaelfordinc.com

EXHIBIT D

COUNTY ASSESSOR'S PARCEL MAP

TAX RATE AREA
115-002

51-17

SCALE: 1"=600'

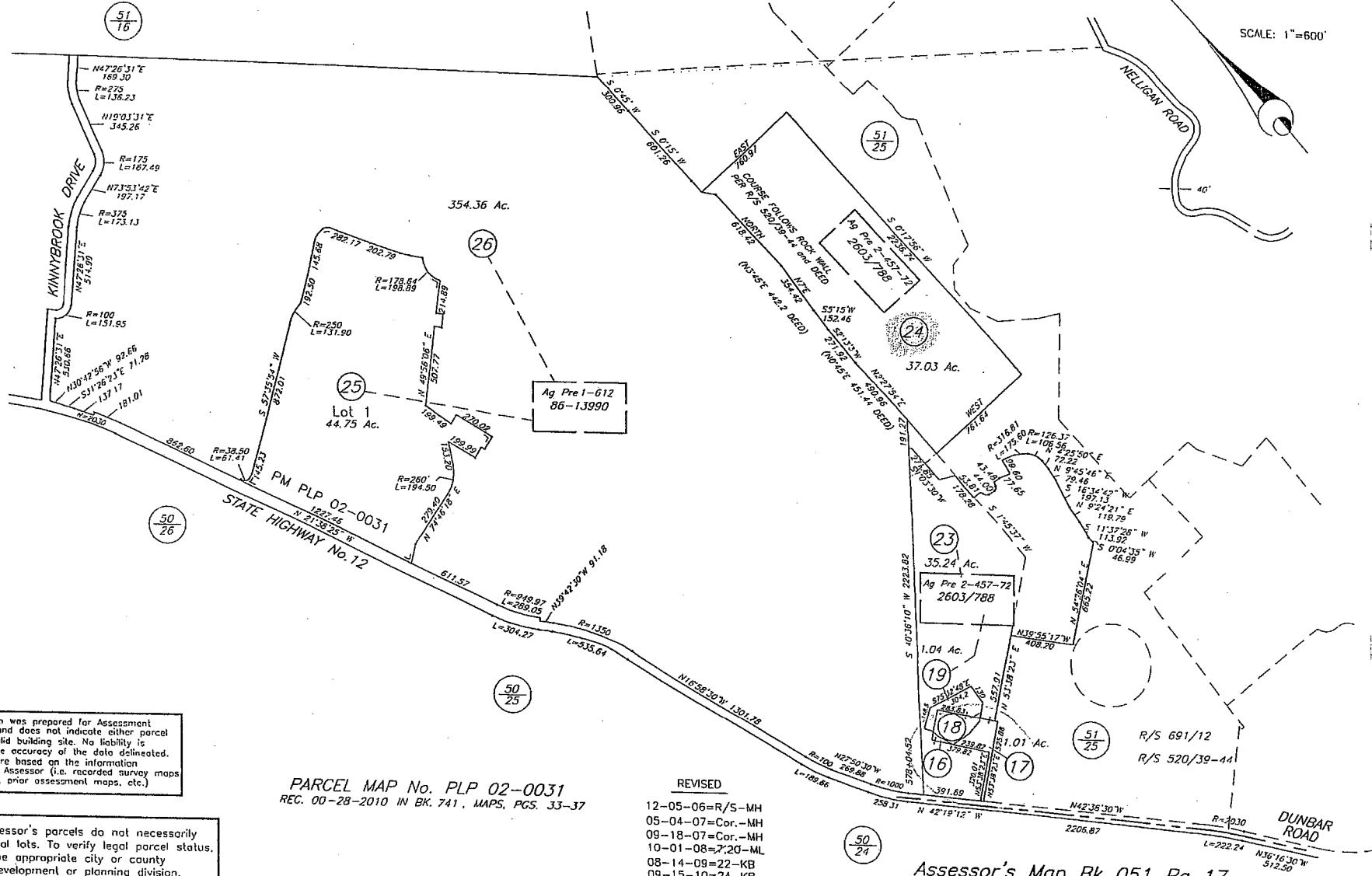


EXHIBIT E

NOTE: This map was prepared for Assessment purposes only and does not indicate either parcel legality or a valid building site. No liability is assumed for the accuracy of the data delineated. The acreages are based on the information supplied to the Assessor (i.e. recorded survey maps, recorded deeds, prior assessment maps, etc.)

NOTE: Assessor's parcels do not necessarily constitute legal lots. To verify legal parcel status, check with the appropriate city or county community development or planning division.

PARCEL MAP No. PLP 02-0031
REC. 00-28-2010 IN BK. 741, MAPS, PGS. 33-37

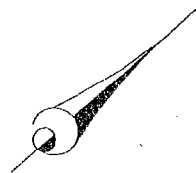
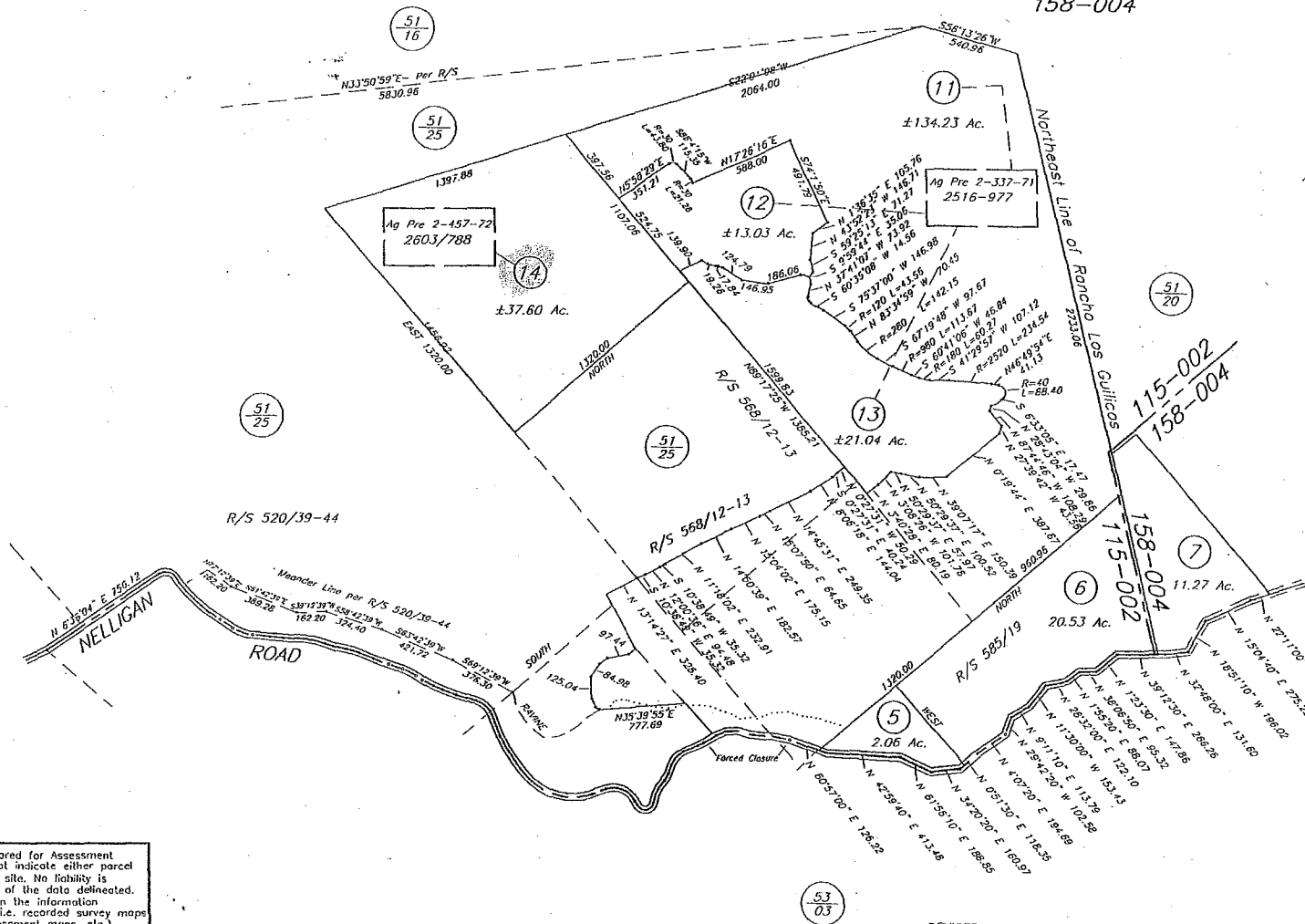
- REVISED
- 12-05-06=R/S-MH
 - 05-04-07=Cor.-MH
 - 09-18-07=Cor.-MH
 - 10-01-08=7,20-ML
 - 08-14-09=22-KB
 - 09-15-10=24-KB
 - 10-21-10=26-BJ

Assessor's Map Bk. 051, Pg. 17
Sonoma County, Calif. (ACAD)
KEY 5/4/07 MH

COUNTY ASSESSOR'S PARCEL MAP

TAX RATE AREA
115-002
158-004

51-18



SCALE: 1"=600'

NOTE: This map was prepared for Assessment purposes only and does not indicate either parcel legality or a valid building site. No liability is assumed for the accuracy of the data delineated. The acreages are based on the information supplied to the Assessor (i.e. recorded survey maps, recorded deeds, prior assessment maps, etc.)

NOTE: Assessor's parcels do not necessarily constitute legal lots. To verify legal parcel status, check with the appropriate city or county community development or planning division.

- REVISED
- 04-26-91=Cor.-BF
 - 12-11-96=10-LSL
 - 03-18-98=15-LF
 - 11-17-98=R/S-RL
 - 06-11-99=Ac.Cor.-LF
 - 05-22-07=Cor.-MH
 - 10-01-08=15-ML

Assessor's Map Bk. 051, Pg. 18
Sonoma County, Calif. (ACAD)

KEY 5/8/07 MH



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

Board Agenda Date: December 10, 2013

Vote Requirement: Majority

Department or Agency Name(s): Permit and Resource Management Department

Staff Name and Phone Number:

Scott Hunsperger 565-2404

Supervisorial District(s):

First

Title: Lot Line Adjustment between two parcels under Williamson Act contract, Sandra Donnell.
LLA13-0008.

Recommended Actions:

Consider and Approve Resolution and Conditions of Approval for a Lot Line Adjustment between two parcels under a Williamson Act contract owned by The Lands of Sandra D. Donnell located at 4499 Stage Gulch Road, Sonoma; APNs 142-091-011, -008, and 142-052-023.

Executive Summary:

Proposal:

This is a request for a Lot Line Adjustment between two parcels 139.72 acres (Lot A) and 220 acres (Lot B) resulting in two parcels 140.42 acres (Lot A) and 219.3 acres (Lot B). Both parcels are zoned LEA (Land Intensive Agriculture) 100-acre density and overlay zoning designations are Z (Second Unit Exclusion), F1 (Floodplain), SR (Scenic Resource), and VOH (Valley Oak Habitat). Both Lots A and B are under an existing non-prime (Type II) Williamson Act contract (2-238-72; Book 2603 of Records, Page 126). The purpose of the Lot Line Adjustment is to adjust property lines to move an existing residence from Lot B to Lot A.

Lot A contains a large 107 acre commercial vineyard with two storage barns and no residences. Lot B also contains a 25 acre commercial vineyard and pasture land for cattle with one residence and an accessory building.

Williamson Act:

To facilitate a Lot Line Adjustment, Gov. Code Section 51257 permits the contracting party to rescind the existing contract and simultaneously enter into two new contracts because the following findings can be made:

a. The new contract or contracts would enforceably restrict the adjusted boundaries of the parcel for an

initial term for at least as long as the unexpired term of the rescinded contract or contracts, but for not less than 10 years.

Staff Comment: This finding can be made because the property owner of Lots A and B has agreed to the requirement of the Conditions of Approval for the Lot Line Adjustment to rescind and replace the existing contract with two new contracts: a prime (Type I) contract for Lot A and a non-prime (Type II) contract for Lot B. The new contracts for resulting Lots A and B will remain to be for not less than 10 years, renewing automatically every January 1st. The rescission and replacement of the existing contract will require a separate and subsequent Board action to be scheduled at a later date.

b. There is no net decrease in the amount of the acreage restricted. In cases where both parcels involved in the Lot Line Adjustment are subject to contracts rescinded pursuant to this section, this finding will be satisfied if the aggregate acreage of the land restricted by the new contracts is at least as great as the aggregate acreage restricted by the rescinded contracts.

Staff Comment: This finding can be made because the Lot Line Adjustment will not result in any decrease in the aggregate acreage of land under contract as both parcels are current subject to contract.

c. At least 90 percent of the land under the former contract or contracts remains under the new contract or contracts.

Staff Comment: This finding can be made because the Lot Line Adjustment results in 100% of existing Lot A and B to remain under new contracts. Overall, the land currently under contract will remain under contract.

d. After the Lot Line Adjustment, the parcels of land subject to contract will be large enough to sustain their agricultural use, as defined in Section 51222.

Staff Comment: This finding can be made because the Lot Line Adjustment involves both parcels subject to a Williamson Act contract. Under the Lot Line Adjustment Lot A and B will continue to be large enough to sustain their respective agricultural use (commercial vineyard on Lot A and cattle grazing and small vineyard on Lot B) and will continue to meet their respective contract-type's minimum parcel size requirement. Resulting Lot A will be 140.42 acres under a new prime (Type I) contract that requires a minimum parcel size of 10 acres and Lot B will be 219.30 acres under a new non-prime (Type II) contract that requires a minimum parcel size of 40 acres.

e. The Lot Line Adjustment would not compromise the long-term agricultural productivity of the parcel or other agricultural lands subject to a contract or contracts.

Staff Comment:

This finding can be made because the Lot Line Adjustment does not result in a decrease in the amount of land under Williamson Act contract because Conditions of Approval require that the existing contract on Lots A and B be rescinded and replaced with two new contracts. Lot A will continue to be in compliance with its Williamson Act contract because over 50% of the parcel is planted with a commercial vineyard. Gross income per acre from this commercial vineyard is approximately \$6,000.00

per acre. Lot B will continue to be in compliance with its Williamson Act contract because the cattle grazing operation uses over 100 acres of the subject parcel with an income of at least \$1,700 per year and the 25 acres of commercial vineyards produces an income of approximately \$1,400 per gross acre.

Under the newly adopted Agricultural Preserve Rules, the minimum gross income requirements are as follows:

Vineyard: Not less than \$1,000.00 per Planted Acre

Grazing: Not less than \$2,000.00 Gross Total Income per Farm Operation and \$2.50 Gross Income per Acre of Production

Lot A will conform with its new prime (Type I) contract under the local Agricultural Preserve Rules and Regulations for minimum parcel size of 10 acres and minimum gross income requirement and Lot B will continue to conform to its non-prime (Type II) contract under the local Agricultural Preserve Rules and Regulations for minimum parcel size of 40 acres and minimum gross income requirement. At this time, there are no non-agricultural uses on either of the subject parcels therefore all uses are compatible with the Uniform Rules.

f. The Lot Line Adjustment is not likely to result in the removal of adjacent land from agricultural use.

Staff Comment: The Lot Line Adjustment is minor in nature and will not affect adjacent lands or their agriculture uses.

g. The Lot Line Adjustment does not result in a greater number of developable parcels than existed prior to the adjustment, or an adjusted lot that is inconsistent with the General Plan.

Staff Comment: The Lot Line Adjustment does not result in a greater number of developable parcels. Under their current General Plan land use designation of Land Extensive Agriculture 100 acres per dwelling unit, Lot A is eligible for a subdivision into two new parcels and that does not change as a result of the Lot Line Adjustment.

Staff recommendation:

Staff recommends the Board find that all Government Code Section 51257 findings are satisfied in connection with the proposed Lot Line Adjustment, and approve the proposed Lot Line Adjustment subject to the attached Conditions of Approval. Lots A and B will continue to be devoted to a qualifying agricultural use. Conditions of Approval require that prior to recording the Grant Deeds for the Lot Line Adjustment, the property owner of Lots A and B shall submit the appropriate applications and filing fees to rescind and replace the existing contract with one new prime (Type I) Williamson Act contract on Lot A and one new non-prime (Type II) Williamson Act contract on Lot B. Once the Lot Line Adjustment grant deeds are recorded, then the County can proceed with preparation of the new contracts, and include the new legal descriptions for each parcel. Furthermore, both parcels involved in the Lot Line Adjustment are under the same land use and zoning designation and there is no increase in overall subdivision potential as a result of the Lot Line Adjustment, therefore, staff recommends approval.

| | | | |
|--|---|--|------------------------------|
| Prior Board Actions: | | | |
| None. | | | |
| Strategic Plan Alignment | | Goal 2: Economic and Environmental Stewardship | |
| <p>The Board of Supervisors has endorsed the continuation of the County’s agricultural preserve program to preserve a maximum amount of the limited supply of agricultural, open space, scenic, and critical habitat lands within the county, to discourage premature and unnecessary conversion of such lands to urban land uses, to promote vitality in the agricultural economy, and to ensure an adequate, varied, and healthy supply of food and fiber for current and future generations. The purpose of the Lot Line Adjustment is to improve the management of the existing vineyard and grazing operations on each parcel, and relocate a residence. In addition, the rescission and replacement of Williamson Act contract for both parcels will facilitate further agricultural investment and support agricultural viability and help preserve open space land in Sonoma County.</p> | | | |
| Fiscal Summary - FY 13-14 | | | |
| Expenditures | | Funding Source(s) | |
| Budgeted Amount | \$ | County General Fund | \$ |
| Add Appropriations Req'd. | \$ | State/Federal | \$ |
| | \$ | Fees/Other | \$ |
| | \$ | Use of Fund Balance | \$ |
| | \$ | Contingencies | \$ |
| | \$ | | \$ |
| Total Expenditure | \$ | Total Sources | \$ |
| Narrative Explanation of Fiscal Impacts (If Required): | | | |
| Both parcels are currently under a Williamson Act contract and will continue to remain under new replacement contracts. There should be no new fiscal impacts as a result of this action. | | | |
| Staffing Impacts | | | |
| Position Title (Payroll Classification) | Monthly Salary Range (A – I Step) | Additions (Number) | Deletions (Number) |
| | | | |
| | | | |
| Narrative Explanation of Staffing Impacts (If Required): | | | |
| N/A | | | |

Attachments:

Att A: Draft Board of Supervisors Resolution and Exhibit A Conditions of Approval

Att B: Proposal Statement

Att C: APN Map

Att D: Lot Line Adjustment Site plan

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

None.



County of Sonoma

State of California

Date: December 10, 2013

Item Number: _____

Resolution Number: _____

LLA13-0008 Scott Hunsperger

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Granting The Request By Sandra Donnell For A Minor Lot Line Adjustment Between Two
Parcels Located At 4499 Stage Gulch, Sonoma; APNs 142-091-011, -008, And 142-052-023.**

Whereas, the applicant, Sandra Donnell, filed a Minor Lot Line Adjustment application with the Sonoma County Permit and Resource Management Department between two parcels of 139.72 acres (Lot A) and 220 acres (Lot B) resulting in two parcels of 140.42 acres (Lot A) and 219.3 acres (Lot B) property located at 4499 Stage Gulch Road, Sonoma; APN 142-091-011, -008, and 142-052-023; Zoned LEA (Land Extensive Agriculture), B6-100 acre density, Z (Second Dwelling Unit Exclusion), SR (Scenic Resources), F1 (Primary Flood Plain), VOH (Valley Oak Habitat); Supervisorial District No 1; and

Whereas, the purpose of the Lot Line Adjustment is to adjust property lines to relocate an existing residence from Lot B to Lot A. Lots A and B are subject to a non-prime (Type II) Williamson Act Contract.

Whereas, Government Code Section 51257 requires that the Board of Supervisors make certain findings before an existing Williamson Act Contract may be rescinded and replaced to facilitate a Lot Line Adjustment.

Now, Therefore, Be It Resolved, that the Board of Supervisors makes the following findings consistent with Government Code Section 51257:

1. The replacement contracts would enforce and restrict the adjusted boundaries of the parcel for an initial term for at least as long as the unexpired term of the rescinded contract but for not less than 10 years.
2. There is no net decrease in the amount of the acreage restricted by a contract.
3. The Lot Line Adjustment results in 100 percent (100%) of the land under the original contract to remain restricted under the new Prime (Type I) and Non-Prime (Type II) contracts required as a Condition of Approval for the Lot Line Adjustment.
4. After the Lot Line Adjustment, the resultant parcels (Lots A and B) will remain large enough to sustain its agricultural use (commercial vineyard and grazing operation). Resultant Lots A and B will exceed the 10-acre and 40-acre minimum acreage requirement for a non-prime and prime contracts and will exceed the minimum gross

Resolution #

Date: December 10, 2013

Page 2

income requirement of \$1,000 per acre gross income for vineyard land and \$2,000 per farm operation for grazing land and will be devoted to agriculture with any non-agricultural uses to be compatible with the agricultural use.

5. The Lot Line Adjustment does not compromise the long-term agricultural productivity of the parcels subject to contract. The purpose of the Lot Line Adjustment is to adjust property line boundaries to relocate the existing residence from Lot B to Lot A.
6. The Lot Line Adjustment is minor in nature and will not result in the removal of adjacent land from agricultural use. The land use and zoning designations on both parcels will remain as Land Extensive Agriculture, 100 acres per dwelling unit. The parcels will have the same subdivision potential before and after the Lot Line Adjustment.
7. Conditions of approval require that prior to recording the Grant Deeds for the Lot Line Adjustment, the property owner of Lots A and B shall submit the appropriate applications and filing fees to rescind and replace the existing contract with one new prime (Type I) Williamson Act contract and one new non-prime (Type II) Williamson Act contracts as applicable. Once the Lot Line Adjustment grant deeds are recorded, then the County can proceed with preparation of the new contracts, and include the new legal descriptions for each parcel.

Be It Further Resolved that the Board of Supervisors hereby finds that substantial evidence in the record before it supports the above findings, and further finds that the Lot Line Adjustment meets the requirements of the above findings.

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 15305 Class 5 of Title 14 of the California Code of Regulations (CEQA Guidelines) in that the project is a minor Lot Line Adjustment.

Now, Therefore, Be It Resolved that the Board of Supervisors hereby grants the requested Lot Line Adjustment subject to the Conditions of Approval in Exhibit "A," attached hereto which includes a condition to rescind and replace the existing non-prime (Type II) Williamson Act Contract on Lots A and B.

Be It Further Resolved that the Board of Supervisors designates the Clerk of the Board as the custodian of the documents and other material which constitute the record of proceedings upon which the decision herein is based. These documents may be found at the office of the Clerk of the Board, 575 Administration Drive, Room 100-A, Santa Rosa, California 95403.

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

SONOMA COUNTY BOARD OF SUPERVISORS
Exhibit "A" to Resolution

Conditions of Approval

Date: December 10, 2013
Staff: Scott Hunsperger
Owner: Sandra D. Donnell

File No.: LLA13-0008
APN: 142-091-011 and -008, 142-052-023

Project Description: Request for a minor Lot Line Adjustment between two parcels of 220 acres (Lot A) and 139.72 acres (Lot B) resulting in two parcels of 219.3 acres (Lot A) and 140.42 acres (Lot B).

NOTE: Amendments and changes to approved Lot Line Adjustment conditions may be considered by the Board of Supervisors at a later date if additional information justifies the changes and does not increase the intensity of use approved by the original approval. The Director of the Permit and Resource Management Department will determine if a public hearing is necessary and if additional fees are required.

NOTE: These conditions must be met and the application validated within 24 months (December 3, 2015) unless a request for an extension of time is received before the expiration date.

1. Submit verification to the Permit and Resource Management Department that taxes, which are a lien and termed as payable, are paid to the Treasurer/Tax Collector's Department on all parcels affected by the adjustment. The Treasurer/Tax Collector knows the amount of the tax due.
2. Submit a draft description of the parcel(s) being transferred to the County Surveyor for approval. The following note shall be placed on the deed or deeds: "The purpose of this deed is for a Lot Line Adjustment for the combination of a portion of the Lands of Sandra D. Donnell, as described by deed recorded under Document No. 2011-033968, Sonoma County Records, APN's 142-091-011, with the Lands of Sandra D. Donnell, as described by deed recorded under Document No. 2011-033968, Sonoma County Records, APN 142-091-008 and 142-052-023. This deed is pursuant to an application for a Lot Line Adjustment (LLA13-0008) on file in the office of the Sonoma County Permit and Resource Management Department. It is the express intent of the signators hereto that the recordation of this deed extinguishes any underlying parcels or portions of parcels." It is the responsibility of the surveyor/engineer preparing the deeds to insure that the information contained within the combination note is correct. Note: The County Surveyor may modify the above described note.
3. Deed of Trust agreements, which encumber only portions of accepted legal lots, are violations of the Subdivision Map Act; therefore, prior to Permit and Resource Management Department approval of the deed for recordation, the applicant shall submit either recorded documents or documents to be recorded concurrently with the Lot Line Adjustment deeds, showing that any Deed of Trust agreements on the subject properties will conform with the adjusted lot boundaries.
4. After approval of the deed description by the County Surveyor, a grant deed or deeds shall be prepared and submitted to the Permit and Resource Management Department for approval prior to recording.
5. The property owner(s) shall execute a Right-to-Farm Declaration on a form provided by PRMD to be submitted before the Lot Line Adjustment is cleared by PRMD for recordation. The Right-to-Farm Declaration shall be recorded concurrently with the PRMD approved lot line adjustment grant deed(s) to reflect the newly configured parcels.

6. A site plan map of the Lot Line Adjustment shall be prepared by a licensed surveyor or civil engineer and attached to the deed(s) to be recorded. The site plan shall be subject to the review and approval of the County Surveyor. The following note shall be placed on said plan: "THIS EXHIBIT IS FOR GRAPHIC PURPOSES ONLY. Any errors or omissions on this exhibit shall not affect the deed description."
 7. Prior to PRMD stamping the grant deed(s) for the Lot Line Adjustment, the property owner of Lot A and B shall submit all application materials and applicable filing fees to rescind and replace the existing non-prime Type II Williamson Act contract with a new, non-prime Type II Williamson Act contract for Lot A and a new prime Type I Williamson Act contract for Lot B on the resulting adjusted parcels. Once the Lot Line Adjustment grant deeds are recorded, PRMD can proceed with processing the new contracts.
-



632 PETALUMA AVENUE, SEBASTOPOL, CALIFORNIA 95472 / (707) 829-0400 / FAX (707) 829-0401
E-mail: office@phelpslandsurveyors.com

March 14, 2013

County of Sonoma Permit and
Resource Management Department
Santa Rosa, California 95403

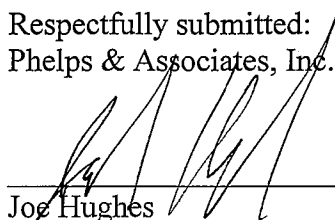
Re: Lot Line Adjustment –
Lands of Donnell Trust
4499 Stage Gulch Road, Sonoma
APN's 142-052-023, 142-091-008 & 142-091-011

Project Planner:

We are applying for a Lot Line Adjustment between the above referenced parcels which are both owned by the Sandra Donnell Trust. The northerly parcel (APNs 142-052-023 & 142-091-008) is 139.72 acres in size and the southerly parcel (APN 142-091-011) is 220.0 acres in size. The area being adjusted (0.7 acres) from the southerly parcel to the northerly parcel has a house, well and leachfield. The Trust would like the house to be on the northerly parcel.

Please let us know if we can be of further assistance as the application is processed.

Respectfully submitted:
Phelps & Associates, Inc.



Joe Hughes

EXHIBIT B

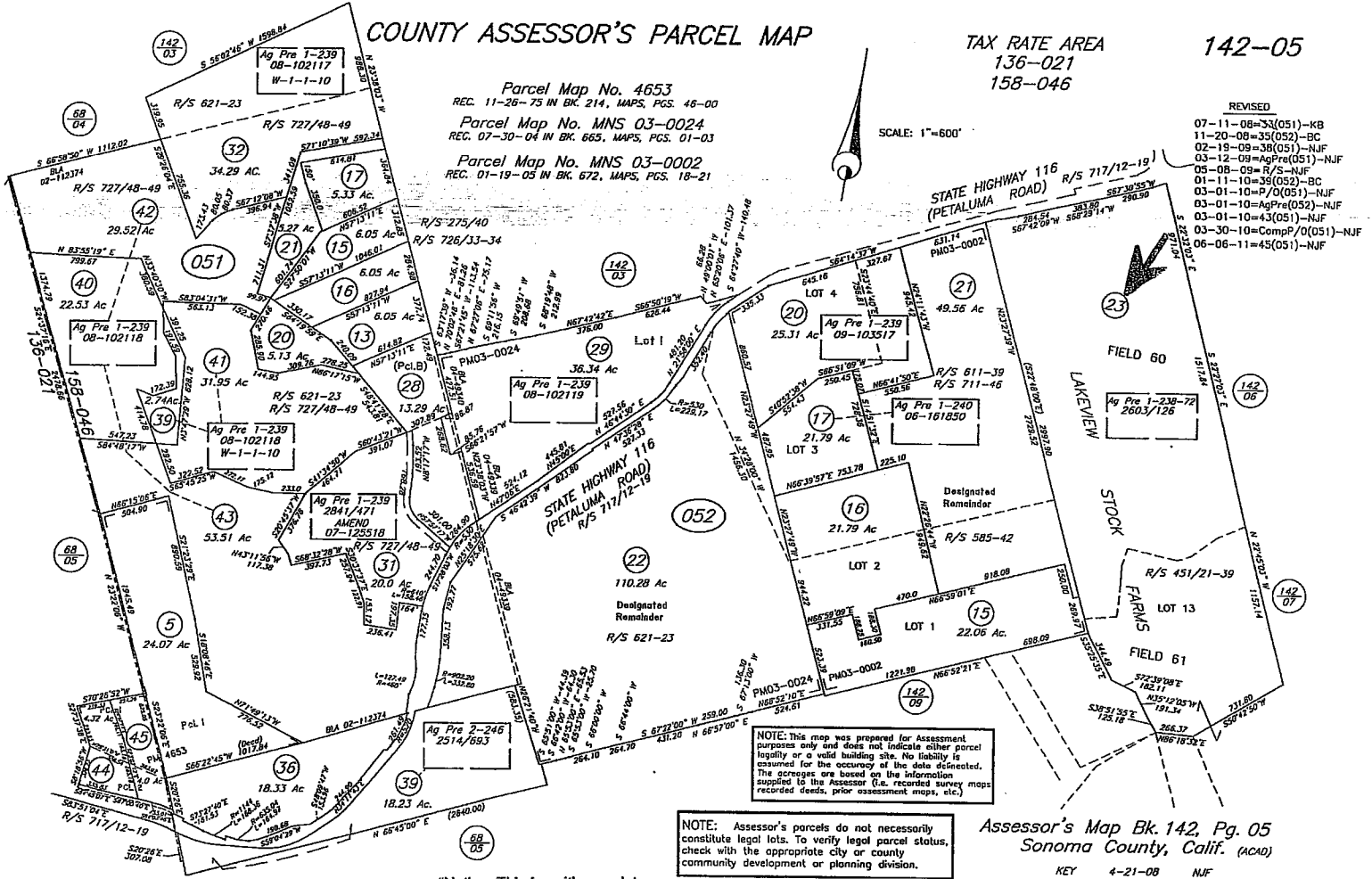
Description: Sonoma, CA Assessor Map 142.5 Page: 1 of 1
Order: dawn Comment:

EXHIBIT C

COUNTY ASSESSOR'S PARCEL MAP

TAX RATE AREA
136-021
158-046

142-05



Parcel Map No. 4653
REC. 11-26-75 IN BK. 214, MAPS, PGS. 46-00
Parcel Map No. MNS 03-0024
REC. 07-30-04 IN BK. 665, MAPS, PGS. 01-03
Parcel Map No. MNS 03-0002
REC. 01-19-05 IN BK. 672, MAPS, PGS. 18-21

SCALE: 1"=600'

- REVISED
- 07-11-08=34(051)-KB
 - 11-20-08=35(052)-BC
 - 02-19-09=38(051)-NJF
 - 03-12-09=AgPre(051)-NJF
 - 05-08-09=R/S-NJF
 - 01-11-10=38(052)-BC
 - 03-01-10=P/O(051)-NJF
 - 03-01-10=AgPre(052)-NJF
 - 03-01-10=43(051)-NJF
 - 03-30-10=CompR/O(051)-NJF
 - 06-06-11=45(051)-NJF

NOTE: This map was prepared for Assessment purposes only and does not indicate either parcel legality or a valid building site. No liability is assumed for the accuracy of the data depicted. The acreages are based on the information supplied to the Assessor (i.e. recorded survey maps, recorded deeds, prior assessment maps, etc.)

NOTE: Assessor's parcels do not necessarily constitute legal lots. To verify legal parcel status, check with the appropriate city or county community development or planning division.

Assessor's Map Bk. 142, Pg. 05
Sonoma County, Calif. (ACAD)

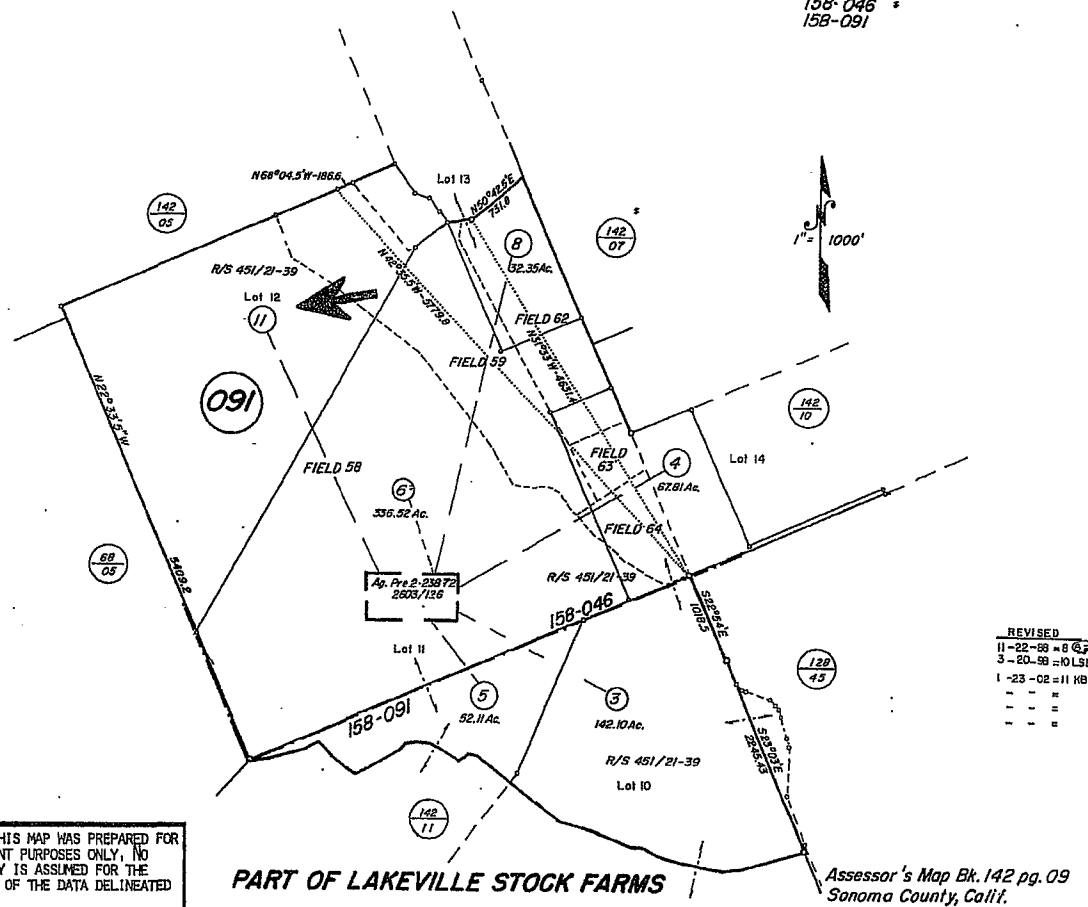
KEY 4-21-08 NJF

"Notice: This is neither a plat nor a survey. It is furnished merely as a convenience to aid you in locating the land indicated hereon with reference to streets and other land. No liability is assumed by reason of any reliance hereon."

COUNTY ASSESSOR'S PARCEL MAP

TAX RATE AREA
 158-046 *
 158-091

142-09



REVISED

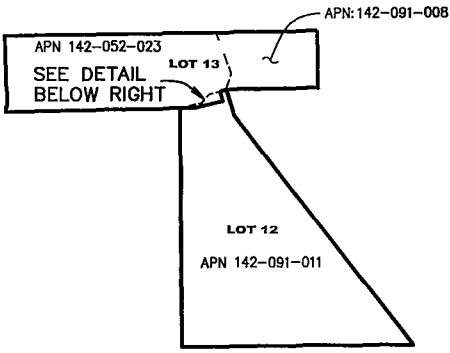
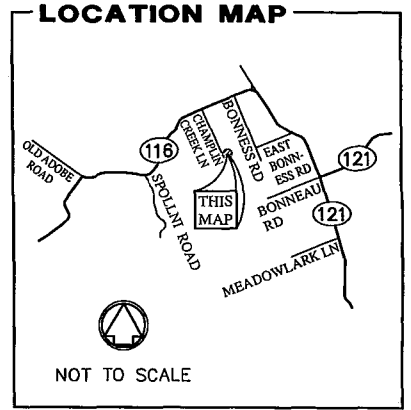
| | |
|----------|----------|
| 11-22-88 | = 8 @ 7 |
| 3-20-88 | = 10 LSL |
| 1-23-02 | = 11 KB |
| - | = |
| - | = |
| - | = |

NOTE: THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA DELINEATED HEREON.

PART OF LAKEVILLE STOCK FARMS

Assessor's Map Bk. 142 pg. 09
 Sonoma County, Calif.

"Notice: This is neither a plat nor a survey. It is furnished merely as a convenience to aid you in locating the land indicated hereon with reference to streets and other land. No liability is assumed by reason of any reliance hereon."



KEY MAP
1" = 2000'

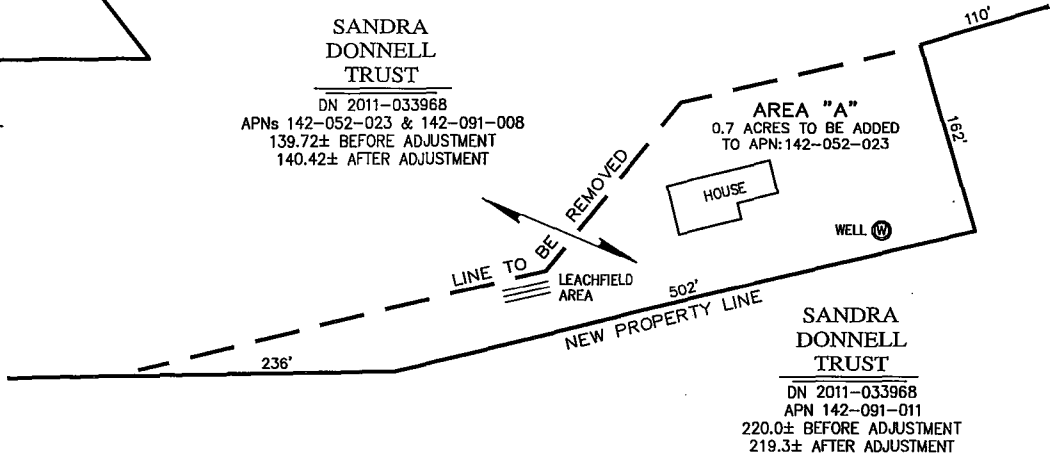
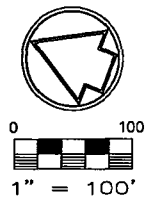


EXHIBIT D

GENERAL NOTES *****

Owner:
Sandra D. Donnell
P.O. Box 1363
Tiburon, California 94920
Phone: (415) 990-7433

Property address: 4499 Stage Gulch Rd, Sonoma, 95476
Assessor's Parcel Number: 142-091-011
Existing zoning: LEA B6 100 Z
Proposed zoning: Same
Existing use: Agricultural
Proposed use: Agricultural
Acreage: 220.0± acre before adjustment
219.3± acre after adjustment
Water supply: Individual well
Sewage disposal: Subsurface

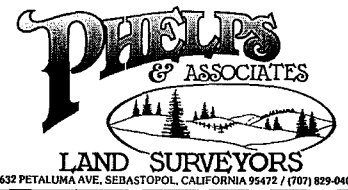
GENERAL NOTES *****

Owner:
Sandra D. Donnell
P.O. Box 1363
Tiburon, California 94920
Phone: (415) 990-7433

Property address: Not yet assigned
Assessor's Parcel Number: 142-052-023 & 142-091-008
Existing zoning: LEA B6 100 Z
Proposed zoning: Same
Existing use: Agricultural
Proposed use: Agricultural
Acreage: 139.72± acres before adjustment
140.42± acres after adjustment
Water supply: Individual well
Sewage disposal: Subsurface

LOT LINE ADJUSTMENT MAP

Lands of Sandra D. Donnell, Trustee of the Sandra D. Donnell 1995 Family Trust
Stage Gulch Road, Sonoma
COUNTY OF SONOMA · STATE OF CALIFORNIA





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 of Supervisors

Board Agenda Date: December 10, 2013

Vote Requirement: Majority

Department or Agency Name(s): Permit and Resource Management Department

Staff Name and Phone Number:

Karin Theriault 565-1908

Supervisorial District(s):

First

Title: Replacement Williamson Act Contract; Brian Sublett and Lisa Stahr, Trustees. AGP13-0017

Recommended Actions:

Adopt a Resolution to rescind an existing Type II (non-prime) Williamson Act Contract for 40.77 acres and authorize the Chair of the Board of Supervisors to sign a new Williamson Act Contract for Open Space as requested by Brian Sublett and Lisa Stahr, Trustees; 6811 Gardner Ranch Road, Santa Rosa; APN 055-010-032.

Executive Summary:

Action Requested of the Board of Supervisors: For this application, Brian Sublet and Lisa Stahr, Trustees, seek approval of a replacement Williamson Act contract for open space. Your Board is requested to adopt a resolution to rescind an existing Non-Prime contract and replace with a new open space contract for a 40.77 acre parcel within Agricultural Preserve 2-517 and authorize the Chair to execute the replacement Williamson Act Contract and attached Land Conservation Plan.

Location, Zoning and Project Description: The project site is located in Bennett Valley at 6811 Gardner Ranch Road, Santa Rosa. The project site is 40.77 acres and is currently undeveloped. The parcel is zoned RRD (Resources and Rural Development), 40 acre density with a combining district of SR (Scenic Resource).

Background: The subject parcel was originally part of a larger parcel under a Williamson Act contract established in 1974 and which associated with numerous other parcels. On December 9, 1993, the previous property owner requested a subdivision of 196.84 acres (MNS92-821) into four parcels 40.63, 40.77, 46.67 and 68.77 acres. The parcels were subsequently sold. The current property owner does not conduct agricultural operations on the subject property, but desires to stay in the Williamson Act program in order to protect the parcel's open space value. The County's program allows owners of qualifying "Open Space" to enter into Williamson Act contracts.

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 distinction between Prime (Type I) and Non-Prime (Type II) Agricultural Preserves was eliminated. This allows the County to enter into a Williamson Act contract in any established Preserve for prime; non prime; or open space land. The subject land at issue here is within an established Preserve (2-517) and is devoted to “open space” use.

Also as part of the update of the Uniform Rules, the County has implemented the use of a Land Conservation Plan which is attached to and incorporated into a Williamson Act Contract. Land Conservation Plans show locations of various agricultural, open space, permitted, and compatible land uses on contracted land. Future changes to Land Conservation Plans may be approved by the Director of PRMD and recorded on title of the subject parcel.

Replacement Prime Land Conservation Contract (Williamson Act Contract) on land located within an existing Agricultural Preserve:

The Sublet-Stahr parcel qualifies for a Williamson Act contract based on “Open Space” use for the following reasons:

a) Land is within an Agricultural Preserve: The parcel is currently located within existing Agricultural Preserve 2-517. No expansion of the existing Agricultural Preserve is necessary.

b) Non-Prime Open Space land: Contracts for more than 40 acres must be designated Non-Prime Farmland or Open Space. “Open Space Use” means the use or maintenance of land in a manner that preserves its natural characteristics, beauty, or openness for the benefit and enjoyment of the public, to provide habitat for wildlife, or for the solar evaporation of seawater in the course of salt production for commercial purposes, if the land is within any of the following: 1) A scenic highway corridor; 2) A wildlife habitat area; 3) A saltpond; 4) A managed wetland area; 5) A submerged area; or 6) An area enrolled in the United States Department of Agriculture Conservation Reserve Program or Conservation Reserve Enhancement Program.

Wildlife Habitat Area is defined as a land or water area designated by the Board of Supervisors, after consulting with the 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 areas shall include any land area designated in the General Plan as a biotic habitat area or riparian corridor. (Government Code Section 51201(j); Uniform Rules 2.0.)

The owner previously had a grazing contract on the subject parcel but now wishes to designate the land as Open Space. The property is currently undeveloped and is located in a designated Scenic Landscape unit. The property lies within the Matanzas Creek sub-basin watershed and has significant open space and view shed areas. The property also contains oak woodlands, a mixed evergreen forest, grassy meadow openings, riparian areas, wildlife habitat and is situated in an important wildlife corridor connecting Annadel and Jack London State Parks to the south. On August 8, 2013, the Department of Fish and Wildlife recommended the land be included in an open space Williamson Act contract due to its value as wildlife habitat. A Biological Assessment, conducted by BioConsultants LLC, dated June 2013 for the property, and to be kept on file with PRMD, confirms the wildlife habitat and open space

value of the property.

c) Minimum Parcel Size: The land must be at least 40 acres for a Non-Prime Williamson Act contract. The 40.77 acre parcel meets the 40-acre minimum parcel size for a replacement Non-Prime Land Conservation Contract.

d) Open Space Use of the Land: The land must be devoted to an agricultural or Open Space use. In Sonoma County this means that at least 50 percent of the land is used for agricultural or Open Space purposes. The property owner has identified 36.77 acres out of 40.77 acres of the property for designation as Open Space which exceeds the 50 percent requirement.

e) Non-Agricultural Compatible Uses: Non agricultural uses of the land must be listed in the Uniform Rules as compatible uses. Approximately, four acres of the parcel are not included in the Open Space area as delineated on the Land Conservation Plan. Within the land area designated on the site plan, the parcel will be developed with a new single family residence, attached garage, a new in-ground pool and septic system. Such uses are listed as "compatible uses" in the "Uniform Rules." (Rule 8.3).

f) Open Space Requirements: For the area designated for Open Space Use, the property owners shall, use their best efforts, promptly and diligently do all of the following, in accordance with the enhancement recommendations contained in the "Open Space and Wildlife Habitat Assessment," prepared by BioConsultant LLC, and dated June 2013, on file with the Permit and Resource Management Department:

1. Retain standing snags and cavity trees.
2. Remove unnecessary fencing.
3. Design future fences following recommended established guidelines for fencing within conservation easements.
4. Incorporate native plants for wildlife in the design of the landscaped areas. None of the 37.77 acres designated open space may be landscaped. Landscaping shall be confined to the 3.0 acres reserved for residential and related uses compatible with the open space use of the property.
5. Do not use invasive plant species in the landscaped areas.
6. Eradicate established stands of French broom and giant reed grass.

g) Single Legal Parcel Requirement: The land proposed for the contract is comprised of a single legal parcel as established by subdivision MNS92-821.

Staff Recommendation: Staff recommends the Board of Supervisors designate 36.77 acres of the parcel as open space, and approve the request because all of the state and local requirements for an Open Space contract for the 40.77 acres within the existing Agricultural Preserve have been met.

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

Land Conservation Contracts support agriculture and agribusiness by assisting in the preservation of

agricultural or open space land through the incentive of reduced property taxes in exchange for retaining the land in agricultural production kept as open space.

Fiscal Summary - FY 13-14

| Expenditures | | Funding Source(s) | |
|---------------------------|-----------|--------------------------|-----------|
| Budgeted Amount | \$ | County General Fund | \$ |
| Add Appropriations Req'd. | \$ | State/Federal | \$ |
| | \$ | Fees/Other | \$ |
| | \$ | Use of Fund Balance | \$ |
| | \$ | Contingencies | \$ |
| | \$ | | \$ |
| Total Expenditure | \$ | Total Sources | \$ |

Narrative Explanation of Fiscal Impacts (If Required):

Approval of the replacement Williamson Act contract means that the owner will continue to pay a reduced property tax assessment based upon the value of the open space uses rather than the land value under Proposition 13. This results in a reduction in the County's share of property tax revenue for each parcel under a Williamson Act contract. The amount of this reduction for an individual contract depends on parcel-specific variables including the Proposition 13 status of the land and the value of the open space, and is determined annually by the Assessor's office. The Board has not requested, and staff does not recommend, evaluating property tax revenue implications on a contract-by-contract basis. Instead, the Board has directed that, as a policy matter, approving new contracts is important to the County's agricultural economy and outweighs the cost in reduced property tax revenue.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

N/A

Attachments:

Att A: Draft Board of Supervisors Resolution

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

Land Conservation Contract with attached Exhibit A (legal description) and Exhibit B (Land Conservation Plan with attached Site Plan).

Additional Instructions to Clerk of the Board:

None.



County of Sonoma
State of California

Date: December 10, 2013

Item Number: _____

Resolution Number: _____

AGP13-0017 Karin Theriault

4/5 Vote Required

Resolution of The Board Of Supervisors of The County Of Sonoma, State of California, Granting the Request by Brian Sublett and Lisa Stahr Trustees to; 1) Designate 36.77 acres as open space wildlife habitat area; 2) Rescind an Existing Williamson Act Contract and Replace it with a New Land Conservation Contract (Williamson Act Contract) and Attached Land Conservation Plan and; 3) Authorize the Chair to Execute the New Land Conservation Contract and Land Conservation Plan for Open Space land located at 6811 Gardner Ranch Road, Santa Rosa, APN 055-101-032.

Whereas, the property owners, Brian Sublett And Lisa Stahr Trustees, filed an application to Authorize the Chair to rescind an existing Williamson Act Contract and replace it with a new Land Conservation Contract (Williamson Act Contract) and attached Land Conservation Plan, for open space land (designated wildlife habitat area) at 6811 Gardner Ranch Road., Santa Rosa, APN 055-010-032; Zoned RRD (Resources and Rural Development), B6-40 acre density/10 acre minimum, SR (Scenic Resource); 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 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 36.77 acres of the parcel warrant designation and protection as "Wildlife Habitat Area," and that the California Department of Fish and Wildlife has recommended the parcel be protected as open space due to its wildlife habitat value as a resource for the state, consistent with Government Code Section 51201, subsections (j) and (o); and

Whereas, the Board of Supervisors finds that the 40.77 acre parcel, is currently located in Agricultural Preserve 2-517, and presently meet the requirements for a new Open Space Land Conservation Contract.

Resolution #

Date: December 10, 2013

Page 2

Now, Therefore, Be It Resolved that the Board of Supervisors finds that the above recitals are true and correct; and

Be It Further Resolved that the Board of Supervisors thereby designates 36.77 acres of the parcel as "Wildlife Habitat Area", warranting protection as "Open Space," pursuant to Government Code Sections 51201, subsections (j) and (o)) (Williamson Act); and

Be It Further Resolved that the Board of Supervisors makes the following specific findings concerning the requirements for a new Open Space Land Conservation Contract ("Contract"):

1. As required by *Uniform Rule 4.2*, the land proposed to be restricted by the Contract is a single legal parcel, presently identified by APN 055-010-032; and
2. As required by *Uniform Rule 4.2*, the land proposed to be restricted by the Contract is currently located within a designated Agricultural Preserve (2-517); and
3. The land proposed to be restricted by the Contract is open space land and is 40.77 acres in size, which exceeds the 40 acre minimum parcel size requirement for an Open Space Land Conservation Contract under *Uniform Rule 4.2*; and
4. As required by *Uniform Rule 4.2*, the land proposed to be restricted by the Contract will be continuously used or maintained for open space uses; and
5. Consistent with *Uniform Rule 4.2*, more than 50% of the subject parcel is designated as land devoted to Open Space (Wildlife Habitat Area); and
6. All non-open space uses of the land are allowed as compatible uses pursuant to *Uniform Rule 8.2* and *8.5*, and consistent with Government Code Section 51238.1; and

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 executing a new Land Conservation Contract is exempt from the California Environmental Quality Act.

Be It Further Resolved that the Board of Supervisors hereby grants the request by Brian Sublett And Lisa Stahr Trustees, by approving rescission of the existing Type II contract and simultaneous replacement of that contract with a new Land Conservation Contract and attached Land Conservation Plan, to restrict the 40.77 acre parcel located at 6811 Gardner Ranch Road, Santa Rosa, APN 055-101-032, based on qualifying open space use.

Be It Further Resolved that the Board of Supervisors authorizes the Chair of the Board of Supervisors to execute the Land Conservation 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, 2013 (1) this Resolution and (2) the

Resolution #

Date: December 10, 2013

Page 3

associated Land Conservation 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 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:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 39
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: December 10, 2013

Vote Requirement: Majority

Department or Agency Name(s): Permit and Resource Management Department

Staff Name and Phone Number:

Scott Hunsperger 565-2404

Supervisorial District(s):

Fifth

Title: Williamson Act Contract Replacement; Sweetwater Springs Ranch LLC; AGP12-0030

Recommended Actions:

Adopt a Resolution to rescind an existing Non-Prime (Type II) Williamson Act Contract and authorize the Chair of the Board of Supervisors to simultaneously enter into a new Open Space Williamson Act Contract for 170.31 acres requested by Sweetwater Springs Ranch LLC; 3000 Sweetwater Springs Road, Healdsburg; APN 110-200-020.

Executive Summary:

Action Requested of the Board of Supervisors: For this application, Sweetwater Springs Ranch LLC seeks approval of a replacement Williamson Act contract for open space land. Your Board is requested to adopt a resolution to rescind an existing Non-Prime contract and replace with a new Open Space Contract for a 170.31 acre parcel within Agricultural Preserve 2-286 and authorize the Chair to execute the replacement Williamson Act Contract and attached Land Conservation Plan.

Location, Zoning and Project Description: The project site is located southwest of Healdsburg at 3000 Sweetwater Springs Road, Healdsburg. The project site is 170.31 acres with the following under construction: new single family residence, carport with storage area, pool house, new in-ground pool, and equipment shed with solar array to power the residential uses on the subject parcel. The parcel is zoned RRD (Resources and Rural Development) 160 acre density.

Background: The subject parcel was encumbered by the original Williamson Act contract established in 1972 which was associated with numerous other parcels. In 2005, the property owner requested a subdivision (MNS05-0048) of a 323.85 acre parcel into two parcels of 170.31 acres and 153.54 acres in size. As a result of the subdivision, the property owner was required to rescind the Williamson Act Contract encumbering the 323.85 acres and record two new Type II Williamson Act Contracts on the resulting subdivision parcels. In 2010, the property owner recorded the replacement Type II Williamson Act Contract for grazing land and in 2012, the current property owner has requested a replacement Williamson Act contract based on the qualifying "open space" use of the parcel.

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") eliminated the distinction between Prime (Type I) and Non-Prime (Type II) Agricultural Preserves. This allows the County to enter into a Williamson Act contract in any established Preserve for prime, non-prime, or open space land. The subject land is located within an established Agricultural Preserve (2-286), and will be devoted to "open space" use.

Also as part of the update of the Uniform Rules, the County has implemented use of a Land Conservation Plan which is attached to and incorporated into a Williamson Act Contract. The 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 PRMD and recorded on title of the subject parcel.

Replacement Non-Prime Land Conservation Contract (Williamson Act Contract) on land located within an existing Agricultural Preserve:

The Sweetwater Springs Ranch LLC parcel qualifies for a Williamson Act contract for non-prime open space land for the following reasons:

a) Land is within an Agricultural Preserve: The parcel is currently located within Agricultural Preserve 2-286. No expansion of the existing Agricultural Preserve is necessary.

b) Non-Prime Open Space land: Contracts for more than 40 acres must be designated non-prime farmland or open space. "Open Space Use" means the use or maintenance of land in a manner that preserves its natural characteristics, beauty, or openness for the benefit and enjoyment of the public, to provide habitat for wildlife, or for the solar evaporation of seawater in the course of salt production for commercial purposes, if the land is within any of the following: 1) A scenic highway corridor; 2) A wildlife habitat area; 3) A saltpond; 4) A managed wetland area; 5) A submerged area; or 6) An area enrolled in the United States Department of Agriculture Conservation Reserve Program or Conservation Reserve Enhancement Program.

Wildlife Habitat Areas is defined as "a land or water area designated by the Board of Supervisors, after consulting with and considering the recommendation of the California Department of Fish and Wildlife, as an area of importance for the protection or enhancement of the wildlife resources of the state. Wildlife habitat area shall include any land area designated in the General Plan as a biotic habitat area or riparian corridor." (Government Code Section 51201(j) and Uniform Rules 2.0) The owner previously had a grazing contract on the subject parcel but now wishes to designate the land as Open Space. Porter Creek runs through the subject parcel and the owner intends to improve the riparian habitat for the fish that inhabit the creek and keep the rest of the parcel undeveloped for wildlife habitat areas. The California Department of Fish and Wildlife sent a letter on August 10, 2012 recommending the land be included in an Open Space Williamson Act Contract due to its value as Wildlife Habitat. A "Biological Resource Assessment and Protocol-level Rare Plant Survey," prepared by WRA Environmental Consultants, and dated September 9, 2011, and the "Porter Creek Habitat Restoration and Enhancement Project," prepared by OEI, and dated March 26, 2012, both confirm the Wildlife Habitat

and open space value of the property.

c) Minimum Parcel Size: The land must be at least 40 acres in size for an Open Space Williamson Act contract. The 170.31 acre parcel exceeds the 40-acre minimum parcel size for a replacement Open Space Land Conservation Contract.

d) Open Space Use of the Land: The land must be devoted to agricultural or Open Space use. In Sonoma County this means that at least 50% of the land is used for agriculture or open space purposes. The owner has identified 165.31 acres out of 170.31 acres of the subject parcel to be designated as open space which exceeds the 50% requirement.

e) Non-Open Space Compatible Uses: Non open space uses of the land must be listed in the Uniform Rules as compatible uses. Approximately, five acres of the parcel is not included in the Open Space Wildlife Area as delineated on the Land Conservation Plan. Within the established building envelopes as shown on the recorded subdivision map, MNS05-0048, the parcel is currently being developed with a new single family residence, carport with storage area, pool house, and new in-ground pool. Such uses are listed as "compatible uses" in the "Uniform Rules." (Rule 8.5). The equipment shed with solar array is not presently listed as an allowed compatible use on open space land in the County's Uniform Rules. However, a use that is not listed may be permitted if the Board of Supervisors determines that it meets the Williamson Act's principles of "compatibility" found in Government Code Section 51238.1. The principles of compatibility state: 51238.1. "(a) Uses approved on contracted lands shall be consistent with all of the following principles of compatibility:

(1) The use will not significantly compromise the long-term productive (open space use) or agricultural capability of the subject contracted parcel or parcels or on other contracted lands in agricultural preserves.

(2) The use will not significantly displace or impair current or reasonably foreseeable (open space use) or agricultural operations on the subject contracted parcel or parcels or on other contracted lands in agricultural preserves.

(3) The use will not result in the significant removal of adjacent contracted land from agricultural or open-space use.

In evaluating compatibility a board or council shall consider the impacts on non-contracted lands in the agricultural preserve or preserves."

These principles have been met as outlined in the following:

1) The first principle is met because the photovoltaic array and battery storage building, or renewable energy power generation facilities that provide power primarily for on-site use, will not impair or degrade open space or wildlife habitat. There will be no underground trenching or overhead power lines. The use will be limited in size (approximately 800 square feet), and will not affect the primary wildlife habitat resource of the property: Porter Creek and surrounding riparian area to which it is not proximate. No expansion of the renewable energy/photovoltaic arrays will occur, and no land will be removed from open space use to accommodate the structures.

2) The second principle is met because none of the designated open space/wildlife habitat area will be displaced or impaired, now or in the future, by the renewable energy/photovoltaic arrays on this property, nor will the structures impair agricultural or open space uses on other parcels within the

designated agricultural preserve (2-286).

3) The third principle is met because no adjacent contracted land will be removed from agricultural or open space use as a result of the renewable energy/photovoltaic arrays located on the subject parcel and limited to 800 square feet in size.

Overall, the renewable energy/photovoltaic array satisfies each of the principles of compatibility and the Board may permit them on the subject land under contract under Uniform Rule 8.5.E.5 as an allowed compatible use.

f) Open Space Requirements: For the area designated for Open Space Use, the property owners shall, use their best efforts, promptly and diligently do all of the following, in accordance with the “Biological Resource Assessment and Protocol-level Rare Plant Survey,” prepared by WRA Environmental Consultants, and dated September 9, 2011, and the “Porter Creek Habitat Restoration and Enhancement Project,” prepared by OEI, and dated March 26, 2012, both of which are on file with the Permit and Resource Management Department:

1) Restore and enhance habitat for in-stream rearing for salmonids, particularly juvenile Coho salmon, by placing large woody debris (LWD) on the bed and banks of Porter Creek within the boundaries of the Subject Parcel, in positions that will induce formation of lateral scour pools and will provide LWD cover, consistent with the “Porter Creek Habitat Restoration and Enhancement Project,” document prepared by OEI, dated March 26, 2012.

2) Comply with prudent open space land management practices, consistent with the “Biological Resource Assessment and Protocol-level Rare Plant Survey,” prepared by WRA Environmental Consultants, dated September 9, 2011.

g) Single Legal Parcel Requirement: The land proposed for the contract is comprised of a single legal parcel as established by subdivision MNS05-0048.

Staff Recommendation: Staff recommends the Board of Supervisors (1) determine that the equipment shed with photovoltaic arrays meet the principles of compatibility and allowed under Uniform Rule 8.5.E.5; and 2) approve the request for replacement contract because all of the state and local requirements for an Open Space contract for the 170.31 acres within the existing Agricultural Preserve have been met.

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

Land Conservation Contracts support agriculture and agribusiness by assisting in the preservation of agricultural or open space land through the incentive of reduced property taxes in exchange for retaining the land in agricultural production kept as open space.

Fiscal Summary - FY 13-14

| Expenditures | | Funding Source(s) | |
|---------------------------|-----------|--------------------------|-----------|
| Budgeted Amount | \$ | County General Fund | \$ |
| Add Appropriations Req'd. | \$ | State/Federal | \$ |
| | \$ | Fees/Other | \$ |
| | \$ | Use of Fund Balance | \$ |
| | \$ | Contingencies | \$ |
| | \$ | | \$ |
| Total Expenditure | \$ | Total Sources | \$ |

Narrative Explanation of Fiscal Impacts (If Required):

Approval of the replacement Williamson Act contract means that the owner will continue to pay a reduced property tax assessment based upon the value of the open space uses rather than the land value under Proposition 13. This results in a reduction in the County's share of property tax revenue for each parcel under a Williamson Act contract. The amount of this reduction for an individual contract depends on parcel-specific variables including the Proposition 13 status of the land and the value of the open space, and is determined annually by the Assessor's office. The Board has not requested, and staff does not recommend, evaluating property tax revenue implications on a contract-by-contract basis. Instead, the Board has directed that, as a policy matter, approving new contracts is important to the County's agricultural economy and outweighs the cost in reduced property tax revenue.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

N/A

Attachments:

Att A: Draft Board of Supervisors Resolution

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

Land Conservation Contract with attached Exhibit A Legal Description and Exhibit B Land Conservation Plan with attached Site Plan.



County of Sonoma
State of California

Date: December 10, 2013

Item Number: _____
Resolution Number: _____

AGP12-0030 Scott Hunsperger

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Granting The Request By Sweetwater Springs Ranch LLC To 1) Designate 165.31 Acres As Open Space (Wildlife Habitat Area), 2) Determine That Certain Structures Are Compatible With The Open Space Use Of The Land, 3) Rescind an Existing Williamson Act Contract and Replace It With A New Land Conservation Contract (Williamson Act Contract) and Attached Land Conservation Plan, And 4) Authorize The Chair To Execute the New Land Conservation Contract And Land Conservation Plan For Open Space Land Located At 3000 Sweetwater Springs Road, Healdsburg; APN 110-200-020.

Whereas, the owner, Sweetwater Springs Ranch LLC, filed an application to Authorize the Chair to rescind an existing Williamson Act Contract and replace it with a new Land Conservation Contract (Williamson Act Contract) and attached Land Conservation Plan, for open space land (designated wildlife habitat area) located at 3000 Sweetwater Springs Road, Healdsburg; APN 110-200-020; Zoned RRD (Resources and Rural Development), B6-160 acre density; Supervisorial District 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 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 165.31 acres of the parcel warrant designate and protection as "Wildlife Habitat Area," and that the California Department of Fish and Game has recommended the parcel be protected as Open Space due to its wildlife habitat value as a resource for the state, consistent with Government Code Section 51201, subsections (j) and (o); and

Resolution #

Date: December 10, 2013

Page 2

Whereas, the Board of Supervisors finds that certain existing uses of the property comprised of an equipment shed and photovoltaic arrays are not listed in the *Uniform Rules* as allowed compatible uses for open space contracts, but do satisfy the “principles of compatibility,” at Government Code Section 51238.1, and for that reason are permitted under the requested replacement contract pursuant to *Uniform Rule* 8.5.E.5; and

Whereas, the Board of Supervisors finds that the 170.31 acre parcel, is currently located in Agricultural Preserve 2-286, and presently meet the requirements for a new Open Space Land Conservation Contract.

Now, Therefore, Be It Resolved that the Board of Supervisors finds the above recitals to be true and correct; and

Be It Further Resolved, that the Board of Supervisors designates 165.31 acres of the parcel as Wildlife Habitat Area, warranting protection as Open Space, pursuant to Government Code Section 51201, subsections (j) and (o) (Williamson Act); and

Be It Further Resolved, that the Board of Supervisors makes the following specific findings to permit the existing equipment shed and photovoltaic arrays as compatible uses under the requested replacement open space contract:

- a. The use will not significantly compromise the long-term open space value of the subject contracted parcel; nor will it significantly compromise the long-term open space value or productive agricultural capability on other contracted lands in agricultural preserves; and
- b. The use will not significantly displace or impair current or reasonably foreseeable open space or agricultural operations on the subject contracted parcel or parcels or on other contracted lands in agricultural preserves.
- c. The use will not result in the significant removal of adjacent contracted land from agricultural or open space use.

Be It Further Resolved, that the Board of Supervisors makes the following specific findings concerning the requirements for a new Open Space Land Conservation Contract (“Contract”):

1. As required by *Uniform Rule* 4.2, the land proposed to be restricted by the Contract is a single legal parcel, presently identified by APN 110-200-020; and
2. As required by *Uniform Rule* 4.2, the land proposed to be restricted by the Contract is currently located within a designated Agricultural Preserve (2-286); and
3. The land proposed to be restricted by the Contract is Open Space land and is 170.31 acres in size, which exceeds the 40 acre minimum parcel size requirement for a Non-Prime Land Conservation Contract under *Uniform Rule* 4.2; and

Resolution #

Date: December 10, 2013

Page 3

4. As required by *Uniform Rule 4.2*, the land proposed to be restricted by the Contract will be continuously used or maintained for open space uses; and
5. Consistent with *Uniform Rule 4.2*, more than 50% of the subject parcel is designated as land devoted to Open Space Wildlife Habitat Area;; and
6. All non-open space uses of the land are allowed as compatible uses pursuant to *Uniform Rule 8.2* and 8.5 , and consistent with Government Code Section 51238.1; and

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 executing a new Land Conservation Contract is exempt from the California Environmental Quality Act; and pursuant to Section 15061 of the State CEQA Guidelines, 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 exempt from CEQA (the common sense exemption).

Be It Further Resolved that the Board of Supervisors hereby grants the request by Sweetwater Springs Ranch LLC by approving rescission of the existing Type II contract and simultaneous replacement of that contract with a new Land Conservation Contract and attached Land Conservation Plan, to restrict the 170.31 acre parcel located at 3000 Sweetwater Springs Road, Healdsburg; APN 110-200-020, based on qualifying open space use.

Be It Further Resolved that the Board of Supervisors authorizes the Chair of the Board of Supervisors to execute the Land Conservation 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, 2013 (1) this Resolution and (2) the associated Land Conservation Contract and attached Land Conservation Plan with the Office of the Sonoma County Recorder; and

Be It Further Resolved that the Board of Supervisors designates the Clerk of the Board as the custodian of the documents and other material which constitute the record of proceedings upon which the decision herein is based. These documents may be found at the office of the Clerk of the Board, 575 Administration Drive, Room 100-A, Santa Rosa, California 95403.

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 40
(This Section for use by Clerk of the Board Only.)

To: Sonoma County Board of Supervisors
Board of Directors of the Sonoma County Agricultural Preservation and Open Space District

Board Agenda Date: December 10, 2013 **Vote Requirement:** Majority

Department or Agency Name(s): Permit and Resource Management Department
Sonoma County Agricultural Preservation and Open Space District

Staff Name and Phone Number:
Sandi Potter, PRMD, 565-8351
Karen Gaffney, APOSD, 565-7344

Supervisorial District(s):
First and Fifth

Title: Application to California Coastal Commission for Local Coastal Program Planning Grant

Recommended Actions:

Adopt a concurrent resolution authorizing the Permit and Resource Management Department and Sonoma County Agricultural Preservation and Open Space District to submit an application for \$300,000 in funding, to the Local Coastal Program Planning Grant to California Coastal Commission.

Executive Summary:

The Permit and Resource Management Department and the Agricultural Preservation and Open Space District together request adoption of the resolution authorizing submittal of an application for the California Coastal Commission's Local Coastal Program Planning Grant in order to more accurately map ecologically sensitive habitat areas, predict sea level rise, and develop adaption policies as part of the Local Coastal Plan Update as outlined in the grant application package which is on file with the Clerk. The grant would provide financial and planning assistance, under authority of the California Coastal Act, in the amount of \$300,000 to fund the project.

The grant application includes a commitment to develop sea level rise adaptation policies for inclusion in the Local Coastal Plan update, update biotic resource maps, and conduct public outreach and education about climate change adaptation. Permit and Resource Management Department recently initiated an update of the Local Coastal Plan and has held three public workshops in the coastal communities of The Sea Ranch, Bodega Bay and Jenner.

The grant application presents a conceptual level scope of work that, together with \$150,000 awarded to the County on November 21, 2013 (during the first Local Coastal Program grant cycle), will complete a Local Coastal Plan Update that includes strategies for sea level rise adaptation. The project is a

component of Sonoma County’s countywide climate adaptation initiative and is being undertaken in cooperation with Sonoma County Water Agency, Sonoma County Regional Parks Department, and North Bay Climate Action Initiative. The draft resolution also appoints the Director of the Permit and Resource Management Department or designee, as agent to conduct all negotiations, execute and submit all documents, including, but not limited to applications, agreements, payment request, and so on, which may be necessary for the completion of the aforementioned project with the California Coastal Commission (as described in the grant application on file with the Clerk of the Board).

Optional Sea Level Rise policies would be presented to the Planning Commission and the final Local Coastal Plan amendments, including the community sea level rise adaptation plans and updated biotic resource maps, would be presented to the Board of Supervisors prior to submitting for to the California Coastal Commission for Certification. The Coastal Commission is scheduled to awards grants by early 2014. Work would begin on April 30, 2014 and must be complete by April 30, 2016. Final products would be completed in late 2015 and presented to the Board in early 2016.

Prior Board Actions:

In July 2013 the Board adopted a resolution approving PRMD filing of an application for the local Coastal Plan Sea Level Rise Adaptation Grant for California Ocean Protection Council, California Coastal commission, and State Coastal Conservancy.

In February 2012 the Board adopted a resolution approving PRMD filing of an application for a Propositions 84 Sustainable Communities Planning Grant and Incentive Program to fund preparation of a Countywide Greenhouse Gas reduction Implementation Program.

Strategic Plan Alignment Goal 3: Invest in the Future

Community is proactive in mitigation and adapting to the cause and impacts of climate change to safeguard the environment, human health, and the economy.

Fiscal Summary - FY 13-14

| Expenditures | | Funding Source(s) | |
|---------------------------|-----------|--------------------------|-----------|
| Budgeted Amount | \$ | | \$ |
| Add Appropriations Req'd. | \$ | State/Federal | \$ |
| | \$ | Fees/Other | \$ |
| | \$ | Use of Fund Balance | \$ |
| | \$ | Contingencies | \$ |
| | \$ | | \$ |
| Total Expenditure | \$ | Total Sources | \$ |

Narrative Explanation of Fiscal Impacts (If Required):

If granted, these funds would provide PRMD and Agricultural Preservation and Open Space District with up to \$300,000, as outlined in the grant application (on file with the Clerk of the Board), a portion of which may be used to fund consultant services for data collection and analysis. The grant requires no matching funds. The Agricultural Preservation and Open Space District will provide in-kind services for GIS mapping and software and hardware support. This project would leverage funds currently being expended by the Open Space District for their county-wide LiDAR, habitat and vegetation mapping program, PRMD's Local Coastal Plan Update, and Sonoma County Water Agency on the Russian River Estuary Management Plan.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

Exhibit A: Resolution

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

Grant Application



County of Sonoma
State of California

Date: December 10, 2013

Item Number: _____

Resolution Number: _____

4/5 Vote Required

Concurrent Resolution Of The Board Of Supervisors Of The County Of Sonoma And The Board Of Directors Of The Sonoma County Agricultural Preservation And Open Space District, Of The State Of California Authorizing The Director Of The Permit And Resource Management Department And The General Manager Of The Sonoma County Agricultural Preservation And Open Space District To Submit A Grant Application For The Local Coastal Program Planning Grant To The California Coastal Commission

Whereas, the California Coastal Commission, under the authority of the California Coastal Act, approved a competitive grant program to provide financial assistance to local governments in the coastal zone to amend Local Coastal Plans; and

Whereas, the goal of the grant program is to develop updates to Local Coastal Plans or other Coastal Act authorized plans reflect new information and changed conditions in light of the effects of climate change; and

Whereas, grant proposals submitted under this grant program must develop or amend a Local Coastal Plan, proposals must demonstrate that the applicable jurisdiction has committed to the process to complete a Local Coastal Plan or that such process is underway; and

Whereas, the County of Sonoma, has an effectively certified Local Coastal Plan; and

Whereas, the County of Sonoma, has initiated an update of the certified Local Coastal Plan as identified in the FY 2013-2015 Comprehensive Planning Work Plan adopted by the Board of Supervisors and has coordinated this update with the staff of the California Coastal Commission; and

Whereas, the County of Sonoma conducted three public workshops in May and June 2013 to engage stakeholders in the Local Coastal Plan update and seek input on issues related to biotic resources, sea level rise, and coastal erosion; and

Resolution #

Date: December 10, 2013

Page 2

Whereas, the County of Sonoma, recognizing the problems and issues associated with climate change identified in the application package attached hereto as Attachment 1 and made part of this Resolution as if fully set forth herein, desires to pursue a project that would result in the completion and submittal for certification by the California Coastal Commission of a Local Coastal Plan Amendment, that would address such impacts; and

Whereas, the County of Sonoma will coordinate with the staff of the California Coastal Commission in undertaking the project, if approved.

Now, Therefore, Be It Resolved, that the Board of Supervisors and the Board of Directors:

1. Authorizes submittal of an application for the California Coastal Commission Local Coastal Program Planning Grant in order to amend the Sonoma County Local Coastal Plan to reflect new information and changed conditions, especially in light of the effects of climate change, as part of the Local Coastal Plan Update as outlined in the grant application package attached hereto as Attachment 1 to provide financial and planning assistance, under authority of the California Coastal Act, in the amount up to \$300,000 to fund the project more particularly described in the grant application package.
2. Authorizes the Sonoma County Permit and Resource Management Department to enter into a contract with the California Coastal Commission in an amount up to \$300,000 if the grant is awarded.
3. Appoints the Director of the Sonoma County Permit and Resource Management Department or his/her designee, as agent to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, payment requests, and so on, which may be necessary for the completion of the aforementioned project.

Be It Further Resolved, that the Board of Supervisors and the Board of Directors of the Sonoma County Agricultural Preservation and Open Space District, designates the Clerk of the Board as the custodian of the documents and other materials 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.

Passed and Adopted by the Board of Supervisors, of the County of Sonoma and the Board of Directors of the Agricultural Preservation and Open Space District on this 10th day of December, 2013 on the following vote:

Resolution #
Date: December 10, 2013
Page 3

Supervisors:

| | | | | |
|--------|-------|----------|-----------|----------|
| Gorin: | Zane: | McGuire: | Carrillo: | Rabbitt: |
| Ayes: | Noes: | Absent: | Abstain: | |

So Ordered.



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 41
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors of Sonoma County

Board Agenda Date: December 10, 2013

Vote Requirement: Majority

Department or Agency Name(s): Probation

Staff Name and Phone Number:

Sheralynn Freitas, 565-3192

Supervisorial District(s):

Countywide

Title: 2014/2015 Endorsement of Governmental Agreements

Recommended Actions:

(1) Approve a resolution endorsing the contractual relationship between the State, local governmental agencies, non-profit organizations and other private entities and the Sonoma County Probation Department Camp Supervised Adult Crews (SAC) programming in 2014 and 2015, as required by the State; and

(2) Authorize the Chief Probation Officer to execute agreements and enter into product orders with the State, local government agencies, and non-profit organizations and other private entities in an amount not to exceed \$100,000 for the Supervised Adult Crews (SAC) Program and \$25,000 for the Probation Camp Program for 2014 and 2015.

Executive Summary:

In 1982, the Sonoma County Probation Department-Probation Camp, at the request of the State Parks Department, formally requested the Board of Supervisors to endorse its contractual relationship with the State Parks Department for projects designed to benefit the State Parks system and the Probation Camp. The Board approved the contractual relationship, and continued to do so annually thereafter. In 2000, the State required the specific inclusion of Supervised Adult Crew (SAC) on a separate program designation.

A resolution endorsing this contractual relationship is required by the State. Historically this has been an annual endorsement request; however, the Department does not anticipate any change in need and is therefore requesting a two-year endorsement. The Board authorization to enter into agreements and product orders, within the designated limits, is used by the SAC and Camp programs to establish agreements with other local government agencies (such as cities, school districts, other county departments, etc.), non-profit organizations for construction and related projects (including manufacturing and demolition). This endorsement allows both Camp and SAC clients to receive training in wood/metal product fabrication, landscaping and basic construction skills. Additionally, Camp enters into product orders to produce products for private entities. Revenues generated through the product orders provide monies for adjunct components of the Camp Program including enhanced vocational and educational experiences, restitution for victims, and payment towards offender fines and fees.

Prior to 2002, the Board approved Camp and SAC's authority to enter into agreements without limitation on the amount. This request continues the limits set by the Board in 2002, which authorizes the Chief Probation Officer

to enter into agreements and product orders up to \$100,000 for SAC and \$25,000 for Camp. These limitations were established because although these agreements are not technically purchase contracts, they do require the Probation Department to purchase items in connection with the work performed. Therefore, County Counsel determined that the Board should set limitations for these resources. It was further determined that the \$24,999 limits used for the majority of County agreements was not a reasonable figure for SAC, as a majority of contracts it enters into exceed that value and the nature of the work that SAC performs is not typical of any other Department in the County. After discussions with Camp and SAC, it was decided that the current limits would permit the Chief Probation Officer to execute approximately 80%-90% of the agreements without Board approval. The higher value agreements would still require Board approval.

All agreements executed by the Chief Probation Officer will be on a standard template approved by County Counsel. Any agreement received deviating from the approved template will require County Counsel approval. These monetary limits will allow the Chief Probation Officer, or his designee, to execute agreements with agencies and complete such agreements and product orders in a timely, efficient and cost-effective manner.

Prior Board Actions:

| | | |
|----------|------------------------|-------------------------|
| 12/11/12 | Resolution No. 12-0582 | 2013 Annual Endorsement |
| 12/06/11 | Resolution No. 11-0641 | 2012 Annual Endorsement |
| 11/09/10 | Resolution No. 10-0850 | 2011 Annual Endorsement |
| 12/15/09 | Resolution No. 08-1181 | 2010 Annual Endorsement |
| 12/09/08 | Resolution No. 08-1004 | 2009 Annual Endorsement |

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

The endorsement of this contractual relationship and the ability to enter into these agreements align with the Safe, Healthy, and Caring Community strategic goal through their contribution to public safety. Participating in these programs allow Camp and SAC clients to perform useful services for the community which may instill a sense of pride and community in offenders, potentially resulting in a lower likelihood for re-offense.

Fiscal Summary - FY 13-14

| Expenditures | | Funding Source(s) | |
|---------------------------|-----------|----------------------|-----------|
| Budgeted Amount | \$ | | \$ |
| Add Appropriations Req'd. | \$ | State/Federal | \$ |
| | \$ | Fees/Other | \$ |
| | \$ | Use of Fund Balance | \$ |
| | \$ | Contingencies | \$ |
| | \$ | | \$ |
| Total Expenditure | \$ | Total Sources | \$ |

Narrative Explanation of Fiscal Impacts (If Required):

The revenue generated from State, local governmental agencies, non-profit organizations and other private entities will assist the Probation Department's SAC program in meeting its obligation to fund 81% of its costs and will allow Camp to fund adjunct components of its program, restitution for victims, and payment towards offender fines and fees.

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



County of Sonoma
State of California

Date: December 10, 2013

Item Number: _____

Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Authorizing The Sonoma County Probation Camp And Supervised Adult Crew Programs To
Continue Construction And Non-Construction Contract Work With the State Parks
Department, Other Governmental Agencies And Non-Profit Organizations For The Period Of
January 1, 2014, Through December 31, 2015.**

Whereas, the Sonoma County Probation Camp and Supervised Adult Crew (SAC) Programs have done a variety of work in a number of departments throughout the County, as well as the State Department of Fish and Game, the State Department of Forestry, State Parks, many city and county agencies, non-profit organizations and other private entities; and

Whereas, the Probation Camp and SAC programs have the opportunity to do construction activities and other related contract work for the local State Parks District Office, other governmental agencies, non-profit organizations and other private entities; and

Whereas, "other related contract work" involve three major components of work performed on existing facilities or natural systems:

- (1) Maintenance: includes all work to perpetuate a developed facility or natural system in its original state. Such work would include, but not be limited to maintaining buildings, trails, footbridges, camp and picnic sites, landscaping, roads, fences, prep and paint, and cleanup of natural areas.
- (2) Manufacturing: includes the production of an object in the Probation Camp's Industrial Education Shop. Examples include, but are not limited to, the manufacture of picnic tables, portable toilets, gates, barbeque pits, decorative fence components, firewood, etc.
- (3) Demolition: includes the removal of a facility from government land and may include the removal of buildings, fences, miscellaneous structures, trails, and roads, etc; and

Whereas, such projects will provide construction/learning experiences for the offender while earning supplemental revenue for the Probation Camp Program, Victim Restitution, and the Supervised Adult Crew Program; and

Resolution #

Date:

Page 2

Whereas, to enter into the construction and related contracts, the State Parks Department requires a Resolution of the Board of Supervisors authorizing the Probation Department Chief, or his/her designee, to sign such contract with the State Parks District Office.

Now, Therefore, Be It Resolved that the Chief Probation Officer, or his/her designee, is hereby authorized to sign and implement contracts with the State Parks District Office, other governmental agencies, non-profit organizations, and other private entities for construction and other related work as defined by this resolution to the extent that such contracts are consistent with those programs' purposes and objectives. Should the total value of each specific contract exceed the following amounts, Board approval must be obtained: \$25,000 for Probation Camp contracts, \$100,000 for Supervised Adult Crew contracts. All contracts will be memorialized on forms approved by County Counsel.

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 42
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: December 10, 2013

Vote Requirement: Majority

Department or Agency Name(s): Retirement

Staff Name and Phone Number:

Gary Bei, 565-8100

Supervisorial District(s):

N/A

Title: Retirement Board Election Results For The Second Trustee Position

Recommended Actions:

Resolution adopting the election results for the Second Trustee Position (General) of the Sonoma County Employees' Retirement Association (SCERA) Board.

Executive Summary:

The Sonoma County Employees' Retirement Association (SCERA) Board must hold elections for the various member representatives as their terms of office expire as outlined in the SCERA Bylaws. An election for the Second Trustee position representing active general members was held on December 3, 2013.

The results of the election must now be declared official by the Board of Supervisors. Michael R. Gossman is elected to the Second Trustee position to replace Kiergan Pegg and his term of office will begin January 1, 2014 with adoption of the official results by the Board of Supervisors. The newly elected Second Trustee will hold the office until December 31, 2016 at which time the term will expire. A regularly scheduled election will then be held for the Second Trustee position as outlined in the SCERA Bylaws

Prior Board Actions:

Strategic Plan Alignment Not Applicable

Fiscal Summary - FY 13-14

| Expenditures | | Funding Source(s) | |
|---------------------------|-----------|--------------------------|-----------|
| Budgeted Amount | \$ | | \$ |
| Add Appropriations Req'd. | \$ | State/Federal | \$ |
| | \$ | Fees/Other | \$ |
| | \$ | Use of Fund Balance | \$ |
| | \$ | Contingencies | \$ |
| | \$ | | \$ |
| Total Expenditure | \$ | Total Sources | \$ |

Narrative Explanation of Fiscal Impacts (If Required):

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

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

Resolution
Election results as canvassed by the Registrar of Voters.

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



County of Sonoma
State of California

Date: December 10, 2013

Item Number: _____

Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Adopting The Election Results for the Second Trustee Position (General) Of The Sonoma
County Employees' Retirement Association (SCERA) Board.**

Whereas, on December 3, 2013 an election was held for the Second Trustee position (active General members) of the Sonoma County Employees' Retirement Association Board, and

Whereas, the election has been completed and the Registrar of Voters Office has submitted to this Board of Supervisors results of this election, and

Whereas, Michael R. Gossman received the most votes and was elected to fill the term of the position of the Second Trustee, and

Whereas, the election is deemed effective upon adoption of the results and the candidate elected to the position of the Second Trustee will be seated at a meeting of the Retirement Board following the election,

Now, Therefore, Be It Resolved that the results of the Sonoma County Employees' Retirement Association Board Election to fill the position of the Second Trustee of said Retirement Board are hereby declared in accordance with the Official Statement of Votes Cast herewith adopted.

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



SONOMA COUNTY

Clerk-Recorder-Assessor

www.sonoma-county.org/cra

REGISTRAR OF
VOTERS DIVISION

P.O. Box 11485
435 Fiscal Dr.
Santa Rosa, CA 95406
Tel: (707) 565-6800
Toll Free (CA only):
(800) 750-VOTE
Fax: (707) 565-6843

MEMORANDUM

DATE: DECEMBER 4, 2013

TO: SONOMA COUNTY EMPLOYEES' RETIREMENT ASSOCIATION BOARD

FROM: WILLIAM F. ROUSSEAU, SONOMA COUNTY CLERK & REGISTRAR OF VOTERS

RE: OFFICIAL STATEMENT OF VOTES CAST

Enclosed please find the Official Statement of Votes Cast for the Sonoma County Employees' Retirement Association Election for the Second Trustee Position (Representing Active General Members) which was voted upon at the December 3, 2013, election. This transmittal constitutes certification of the Official Canvass for adoption by the SCERA Board of Retirement.

There was 1 over-vote (voted for two candidates).

Should you have any questions in this regard, please do not hesitate to contact Gloria Colter, Assistant Registrar of Voters, at 565-6814 or Debra Russotti, Election Services Supervisor, at 565-6809.

*WFR/dkr
attachment*

OFFICIAL CANVASS

RESULT OF THE TOTAL VOTES CAST
BOARD OF RETIREMENT SECOND TRUSTEE POSITION
DECEMBER 3, 2013

SECOND TRUSTEE POSITION
ACTIVE GENERAL MEMBERS
TERM (01/01/2014 – 12/31/2016)

| | |
|--------------------|-----|
| Michael R. Gossman | 316 |
| Sam Ruark | 105 |
| Doug Uyehara | 52 |

TOTAL VOTES CAST 473

CANVASSING BOARD

| | |
|-----------|--------------------------|
| INSPECTOR | <u>Debbie Justice</u> |
| CLERK | <u>Kamari Marchbanks</u> |
| CLERK | <u>Ibon Suazo</u> |
| CLERK | <u>Pamela Cullen</u> |

DATED THIS 4TH DAY OF DECEMBER, 2013



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: December 10, 2013

Vote Requirement: 4/5

Department or Agency Name(s): Transportation and Public Works

Staff Name and Phone Number:

Susan Klassen 707-565-2231

Supervisorial District(s):

Fourth

Title: Airport Operator Agreement and Lease

Recommended Actions:

Approve and authorize Chairman to execute Consent to "Assignment of Rights and Obligations Under Commercial Airline Operator Agreement and Lease Form Between Horizon Air Industries, Inc. and Alaska Airlines, Inc."

Executive Summary:

On December 12, 2006, the Board of Supervisors approved an Airline Operator Agreement and Lease with Horizon Air Industries Incorporated, doing business as Horizon Air. Since early 2007, Horizon Air has been successfully operating air service from the Charles M. Schulz-Sonoma County Airport to various locations.

In 1986, Horizon Air was acquired by Alaska Air Group, a Seattle based holding company which includes Alaska Airlines. The partnering with sister airline, Alaska Air, allowed for better connectivity and gave Horizon Air a competitive advantage over other regional airlines. The change also allowed Horizon Air to be a part of Alaska Air's Mileage Plan frequent flyer program.

For internal business purposes, Horizon Air Industries, Inc., a Washington corporation, has expressed its desire to assign all of its rights, obligations and liabilities in and to its Airline Operator Agreement with the County of Sonoma to Alaska Airlines, Inc., an Alaska Corporation. With written consent of the County, assignment of the agreement is allowable under Section 15 of the agreement. Staff has analyzed the proposed assignment, and recommends that the Board grant such written consent.

The change in assignment will have no effect on the services provided to Sonoma County Airport under the Airline Operator Agreement and Lease.

Prior Board Actions:

3/1/11: No. 10 Board approved second amendment to Airline Operator Agreement and Lease; 3/18/08:

No. 22 Board approved first amendment to Airline Operator Agreement and Lease and Addendum to EIR; 12/12/06: Resolution #06-1072 Board approved Airline Operator Agreement and Lease and Addendum to EIR; 5/9/06: No. 31 Board approved Preliminary Air Service Agreement.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

This Consent to Assignment supports the County’s Strategic Plan focus area of Economic and Environmental Stewardship.

Fiscal Summary - FY 13-14

| Expenditures | | Funding Source(s) | |
|---------------------------|-----------|----------------------|-----------|
| Budgeted Amount | \$ | | \$ |
| Add Appropriations Req’d. | \$ | State/Federal | \$ |
| | \$ | Fees/Other | \$ |
| | \$ | Use of Fund Balance | \$ |
| | \$ | Contingencies | \$ |
| | \$ | | \$ |
| Total Expenditure | \$ | Total Sources | \$ |

Narrative Explanation of Fiscal Impacts (If Required):

This is an administrative action and there are no direct fiscal impacts.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

None.

Attachments:

None.

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

Assignment of Rights and Obligations Under Commercial Airline Operator Agreement and Lease Form Between Horizon Air Industries, Inc. and Alaska Airlines, Inc.



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: Board of Supervisors

Board Agenda Date: December 10, 2013

Vote Requirement: Majority

Department or Agency Name(s): Transportation and Public Works

Staff Name and Phone Number:

Susan Klassen, (707) 565-2231

Supervisorial District(s):

Fourth District

Title: Geysers Road Bridge at Big Sulphur Creek Replacement Project (C09001)

Recommended Actions:

Approve and authorize the Chair to sign the engineering design contract with TRC Engineers, Inc. for the replacement of Geysers Road Bridge over Big Sulphur Creek (C09001) in an amount not to exceed \$611,888 with a term ending December 31, 2016.

Executive Summary:

The staff of the Department of Transportation and Public Works is requesting the Board approve and authorize a design contract for the replacement of the Geysers Road Bridge over Big Sulphur Creek to TRC Engineers, Inc. for an amount not to exceed \$611,888 which includes a 10% contingency, with a term ending December 31, 2016. Services provided under the proposed agreement will include: preliminary engineering analysis; field investigation and data gathering; engineering support for CEQA and NEPA documents; analysis, design and preparation of final plans, specifications and estimates; and bidding support.

The overall project will result in the construction of a new two lane bridge in close proximity to the existing historical, but functionally obsolete one-lane Geysers Road Bridge. The new bridge will be designed to meet current design standards including improvements to roadway approaches and appurtenant facilities. The existing bridge will remain in place and be open to bicycles and pedestrians but closed to vehicular traffic. The project does not increase vehicular traffic capacity, but will provide two traffic lanes with shoulders. Due to the low traffic volume on Geysers Road, pedestrians, bicycles and vehicles will share the travel lanes and shoulders.

The project must satisfy all requirements of the Federal Highway Bridge Program, including approval by the California Department of Transportation (Caltrans). The replacement bridge will comply with current roadway, drainage and bridge standards and accommodate the 100-year storm event with freeboard as specified by the County of Sonoma. Roadway improvements will conform to the County General Plan and Public Road Standards for the appropriate road classification, including design speed, maximum grade and minimum centerline curve radius. Bridge improvements will conform to latest Caltrans

specifications. The CEQA and NEPA documents for this project will be completed by PRMD environmental staff. The total cost of the project is estimated to be \$5,500,000. If the project is not approved by the Board, the design of a new bridge will not proceed and the federal and state funds spent to date will have to be returned to Caltrans.

The Department advertised a Request for Qualifications (RFQ) in a newspaper of general circulation for thirty days and received 24 qualification statements from bridge consultants. The proposals were evaluated and ranked based on each consultant’s response to the following criteria: experience, project team and key staff, technical ability, relevant project experience, federal project experience and project approach. Local preference was not used in the selection of a consultant for this project, as federal guidelines do not allow for it. A short list of eight on-call consultants was created by the selection committee. From that list, TRC Engineers, Inc. was selected for this project because of their exhibited leadership in the engineering field for innovative design.

Prior Board Actions:

None.

Strategic Plan Alignment Goal 3: Invest in the Future

This project invests in the future by replacing aging public infrastructure.

Fiscal Summary - FY 13-14

| Expenditures | | Funding Source(s) | |
|---------------------------|-------------------|----------------------|-------------------|
| Budgeted Amount | \$ 611,888 | | \$ |
| Add Appropriations Req'd. | \$ | State/Federal | \$ 541,705 |
| | \$ | Fees/Other | \$ |
| | \$ | Use of Fund Balance | \$ 70,183 |
| | \$ | Contingencies | \$ |
| | \$ | | \$ |
| Total Expenditure | \$ 611,888 | Total Sources | \$ 611,888 |

Narrative Explanation of Fiscal Impacts (If Required):

Appropriations are included in the FY 2013-14 Road Fund – Bridges Index. This phase of project is funded with federal bridge program dollars matched with available fund balance. Construction phase will be 100% federal funds.

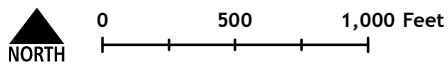
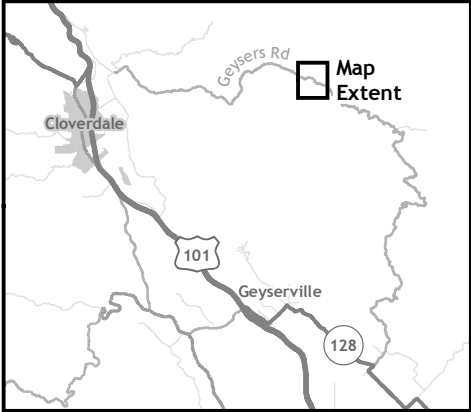
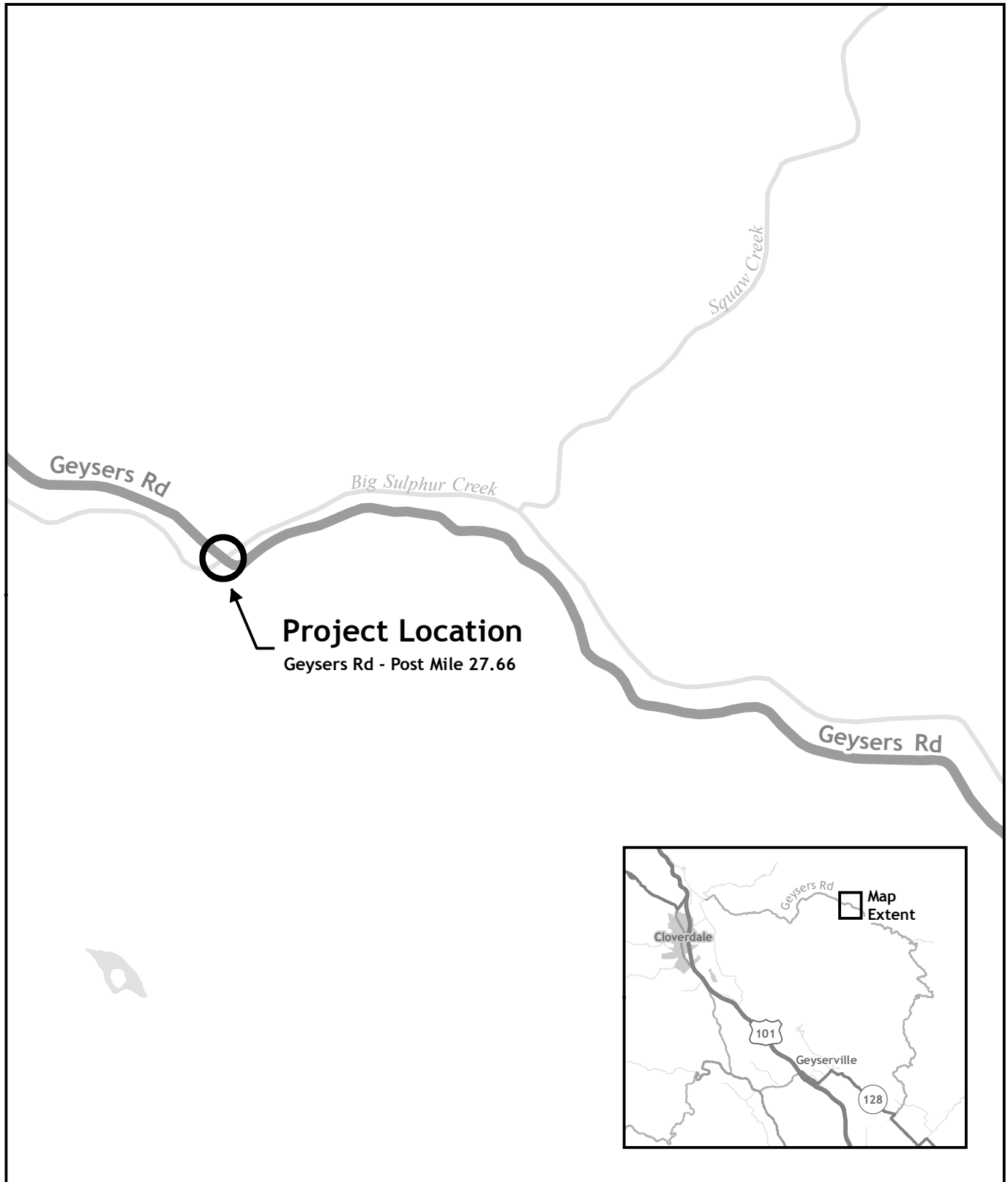
Staffing Impacts

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

| |
|---|
| Narrative Explanation of Staffing Impacts (If Required): |
| |
| Attachments: |
| Location Map |
| Related Items "On File" with the Clerk of the Board: |
| Agreement |

Location Map

Geysers Road Bridge at Big Sulphur Creek Replacement Project (C09001)





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: December 10, 2013

Vote Requirement: Majority

Department or Agency Name(s): Transportation and Public Works

Staff Name and Phone Number:

Susan Klassen (707) 565-2231

Supervisorial District(s):

Second District

Title: Adobe Road Signal at East Washington Street Intersection Improvements

Recommended Actions:

Approve resolution authorizing the Chair to execute a Right of Way Contract for a public utility easement being acquired on behalf of Pacific Gas and Electric Company, including payment of \$1,000, which includes \$-0- for severance damages; authorizing proration and transfer of taxes on said land; and authorizing refunds, if applicable, pursuant to §5096 of the Revenue and Taxation Code; lands of Buckeye Ranch Family Limited Partnership (APN 136-130-015).

Executive Summary:

The subject of this resolution is the purchase on behalf of Pacific Gas and Electric Company ("PG&E) of a public utility easement from one subject property required for the Adobe Road Signal at East Washington Street Project. The County is responsible for the acquisition of utility easements required by utility companies when a County project results in the relocation of existing utility facilities.

The staff of the Department of Transportation and Public Works ("TPW") is proposing to signalize the intersection of Adobe Road and East Washington Street. In addition to the installation of a traffic control signal, both roads will be widened with turn lanes, bicycle lanes, and drainage improvements will be constructed in the vicinity of the intersection. Overhead public utility lines will be relocated to conform to the new road improvements. The purpose of the improvements is to meet increasing traffic demands and to improve safety conditions at this location. Right-of-way must be acquired from the subject property adjoining the intersection in order to construct the project. A formal offer to acquire the necessary road right-of-way was made to the subject property fee owner(s).

The subject property is a 52.12 acre rural parcel improved with a retail plant nursery (Buckeye Nursery) and landscaping business. It is situated at the northwesterly corner of the intersection. A 111.5 square foot PG&E public utility easement for a utility guy line pole anchor is required from this property. The easement was appraised for \$500 and an offer in the amount of \$1,000 (TPW's minimum offer) was made to the owner. The property owner has agreed to accept this amount as monetary compensation

and has signed all necessary right-of-way acquisition documents including an easement deed that will be accepted and recorded by PG&E after the close of escrow.

The attached resolution will authorize the Chair to execute the Right of Way Contract for a public utility easement being acquired on behalf of PG&E, including payment of \$1,000, which includes \$-0- for severance damages; will authorize proration and transfer of taxes on said land; and will authorize refunds, if applicable, under Section 5096 of the Revenue and Taxation Code.

Further, the Board of Supervisors will also address a resolution of necessity and conduct a hearing involving 3 ownership interests on this project on December 10, 2013.

The contract has been approved as to form by County Counsel.

Prior Board Actions:

None.

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

Provide a safe and modern intersection on a primary arterial road (Adobe Road) providing access to the easterly side of Petaluma.

Fiscal Summary - FY 13-14

| Expenditures | | Funding Source(s) | |
|---------------------------|-----------------|----------------------|-----------------|
| Budgeted Amount | \$ 1,000 | | \$ |
| Add Appropriations Req'd. | \$ | State/Federal | \$ 1,000 |
| | \$ | Fees/Other | \$ |
| | \$ | Use of Fund Balance | \$ |
| | \$ | Contingencies | \$ |
| | \$ | | \$ |
| Total Expenditure | \$ 1,000 | Total Sources | \$ 1,000 |

Narrative Explanation of Fiscal Impacts (If Required):

The project is funded with a Federal Highway Safety Improvement Program grant, Proposition 1B, and Countywide Traffic Mitigation funds. Appropriations are available in the 2013-14 Road Improvements index.

Staffing Impacts

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

| |
|---|
| Narrative Explanation of Staffing Impacts (If Required): |
| None. |
| Attachments: |
| Resolution; Resolution Exhibit A (Easement Deed); Location Map; Acquisition Map |
| Related Items "On File" with the Clerk of the Board: |
| Right of Way Contract |



County of Sonoma
State of California

Date: December 10, 2013

Item Number: _____

Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, authorizing the Chair to execute Right of Way Contract for a public utility easement being acquired on behalf of Pacific Gas and Electric Company, including payment of \$1,000, which includes \$-0- for severance damages; authorizing proration and transfer of taxes on said land; and authorizing refunds, if applicable, pursuant to §5096 of the Revenue and Taxation Code; lands of Buckeye Ranch Family Limited Partnership (APN 136-130-015).

Whereas, an Easement Deed dated October 24, 2013, attached hereto as Exhibit "A" conveying land described therein to the Pacific Gas and Electric Company, has been executed by Buckeye Ranch Family Limited Partnership, a California Limited Partnership; and

Whereas, the County of Sonoma is desirous of securing said public utility easement on behalf of Pacific Gas and Electric Company for relocation of overhead utility lines associated with the construction of the Adobe Road Signal at East Washington Street Project located easterly of Petaluma.

Now, Therefore, Be It Resolved that the total financial consideration for the property interest to be acquired on behalf of Pacific Gas and Electric Company is \$1,000, which includes the following:

| | |
|--------------|-----------------------------------|
| LAND | \$1,000 (public utility easement) |
| IMPROVEMENTS | \$ -0- |
| SEVERANCE | \$ -0- |
| OTHER | \$ -0- |

Be It Further Resolved, that as part of the total financial consideration above, the County Auditor-Controller-Treasurer-Tax Collector be and hereby are authorized and directed to draw their warrant on the Road Improvements index (035030-9480), in the sum of \$1,000, payable to Buckeye Ranch Family Limited Partnership, a California Limited Partnership; said sum representing the financial consideration agreed upon in connection with the herein described conveyance.

Be It Further Resolved, that pursuant to §4986 and §5096 of the Revenue and

Resolution #

Date:

Page 2

Taxation Code of the State of California, the County Auditor and Assessor be and hereby are authorized and directed to prorate, transfer and refund (if applicable) the taxes as of this date on the herein described lands conveyed to Pacific Gas and Electric Company more particularly described as follows:

See Exhibit "A" attached.

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

Resolution Exhibit A

Distribution Easement (Rev. 04/13)

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
Land Services Office
1850 Gateway Blvd., 7th Floor
Concord, CA 94520

Location: City/Uninc _____

Recording Fee \$ _____

Document Transfer Tax \$ _____

- This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911).
 Computed on Full Value of Property Conveyed, or
 Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale

Signature of declarant or agent determining tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

LD# 2405-07-1326

EASEMENT DEED

BUCKEYE RANCH FAMILY LIMITED PARTNERSHIP, a California Limited Partnership,

hereinafter called Grantor, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called Grantee, the right from time to time to construct, reconstruct, install, inspect, maintain, replace, remove, and use facilities of the type hereinafter specified, together with a right of way therefor, within the easement area as hereinafter set forth, and also ingress thereto and egress therefrom, over and across the lands of Grantor situate in the unincorporated area of Sonoma County, State of California, described as follows:

(APN 136-130-015)

Lot 1 as shown upon Parcel Map filed for record October 1, 2001 in Book 626 of Maps at pages 34-37, Sonoma County Records.

Said facilities and easement area are described as follows:

Such anchors, guy wires and cables, guy stubs, and fixtures as Grantee deems necessary located within the strips of land described as follows:

The STRIP 1 as described in EXHIBIT "A" and shown on EXHIBIT "B" attached hereto and made a part hereof.

Grantor further grants to Grantee the right, from time to time, to trim or to cut down any and all trees and brush now or hereafter within said easement area, and shall have the further right, from time to time, to trim and cut down trees and brush along each side of said easement area which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder, or as Grantee deems necessary to comply with applicable state or federal regulations.

Grantor shall not erect or construct any building or other structure or drill or operate any well within said easement area.

Resolution Exhibit A

Distribution Easement Rev. (04/13)

Grantor further grants to Grantee the right to assign to another public utility as defined in Section 216 of the California Public Utilities Code the right to install, inspect, maintain, replace, remove and use communications facilities within easement area (including ingress thereto and egress therefrom).

The legal description herein, or the map attached hereto, defining the location of this utility distribution easement, was prepared by Grantee pursuant to Section 8730 (c) of the Business and Professions Code.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

Dated: 10-24-2013

BUCKEYE RANCH FAMILY LIMITED PARTNERSHIP,
a California Limited Partnership,

By Anthony Bertotti

ANTHONY BERTOTTI
Print Name

PARTNER
Print Title

By Kimberly Bertotti

KIMBERLY BERTOTTI
Print Name

PARTNER
Print Title

Resolution Exhibit A

Distribution Easement Rev. (04/13)

Area 7, North Coast

Land Service Office: Concord RMC

Operating Department: Electric Distribution

USGS location (MDB&M, T5N, R7W, Section 22 NW/4 & Section 23 NE/4)

FERC License Number(s): N/A

PG&E Drawing Number(s): 30281251-1

PLAT NO.: MM-30

LD of any affected documents: N/A

LD of any Cross-referenced documents: N/A

TYPE OF INTEREST: 3, 6, 43

SBE Parcel Number: N/A

(For Quitclaims, % being quitclaimed) N/A

Order # or PM #: 30281251

JCN: 01-13-059

County: Sonoma

Utility Notice Numbers: N/A

851 Approval Application No. N/A Decision _____

Prepared By: J. Steven (JKSZ)

Checked By: C. Yada (CAY7)

Revision Number: 1

Resolution Exhibit A

LD 2405-07-1326
Electric Distribution Easement
30281251-1

EXHIBIT "A"

STRIP 1:

A strip of land of situate in the unincorporated area of Sonoma County, State of California, being a portion Lot 1 as shown upon Parcel Map No. M.N.S. 99-0004, recorded October 1, 2001 in Book 626 of Maps at pages 34-37, Sonoma County Records, having a width of 10 feet and lying 5 feet on each side of the following described line:

Commencing at the most southerly corner of PARCEL "A" as shown upon said Parcel Map dated October 1, 2001; thence North $36^{\circ}37'20''$ East 74.49 feet along the southeasterly line of said Lot 1 to the TRUE POINT OF BEGINNING; Thence leaving said southeasterly line, North $53^{\circ}11'58''$ West 26.15 feet; EXCEPTING any portion lying within the 30-foot Road and Public Utility Easement as shown upon said Parcel Map dated October 1, 2001.

STRIP 1 being a portion of APN: 136-070-015

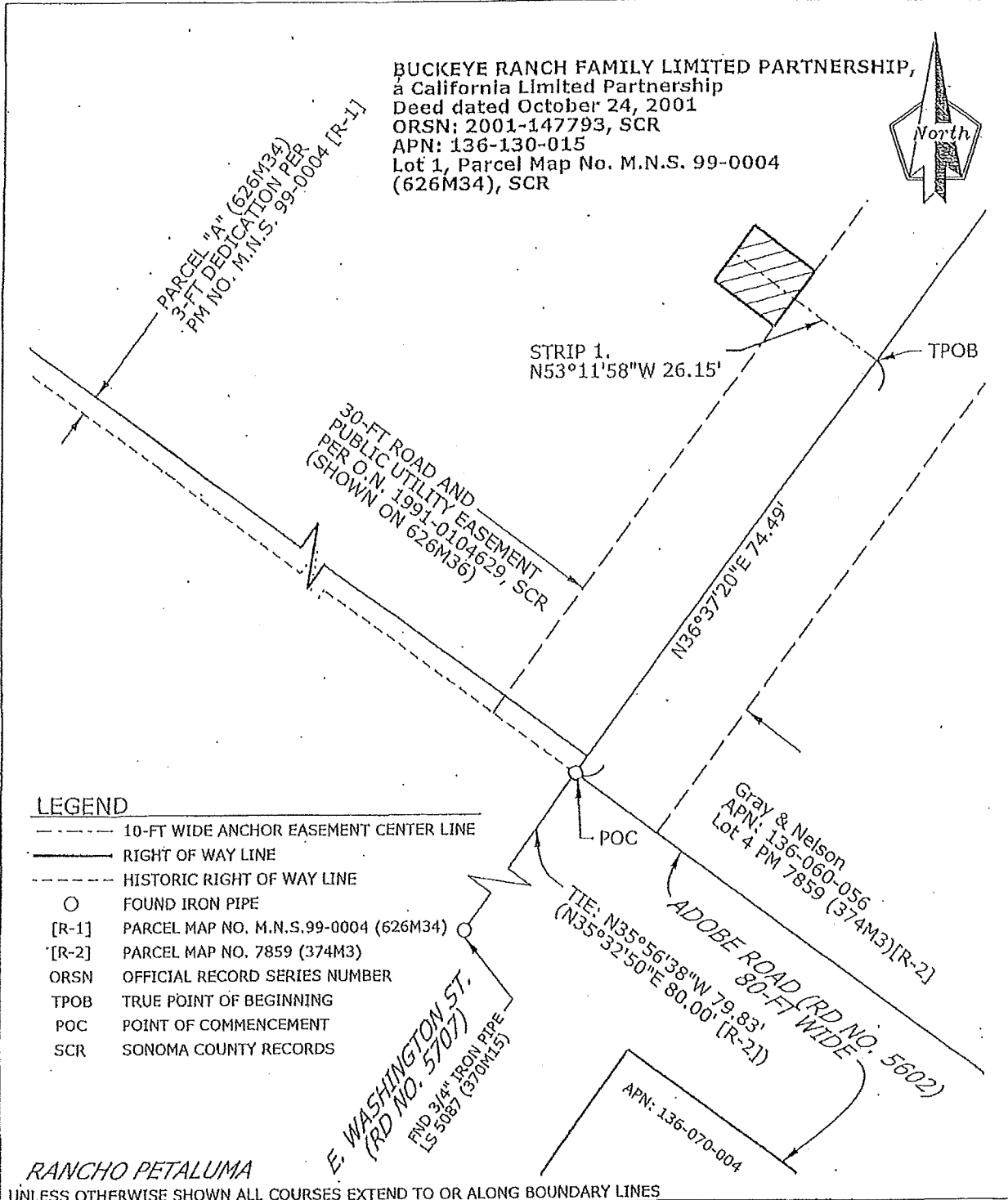
Contains 111.5 square feet

And as shown on EXHIBIT "B" attached hereto and made a part hereof.

Resolution Exhibit A

FOR REFERENCE PURPOSES ONLY

LD: 2405-07-1326



LEGEND

- 10-FT WIDE ANCHOR EASEMENT CENTER LINE
- RIGHT OF WAY LINE
- HISTORIC RIGHT OF WAY LINE
- FOUND IRON PIPE
- [R-1] PARCEL MAP NO. M.N.S.99-0004 (626M34)
- [R-2] PARCEL MAP NO. 7859 (374M3)
- ORSN OFFICIAL RECORD SERIES NUMBER
- TPOB TRUE POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- SCR SONOMA COUNTY RECORDS

RANCHO PETALUMA

UNLESS OTHERWISE SHOWN ALL COURSES EXTEND TO OR ALONG BOUNDARY LINES

| | | | | | |
|--|-----------------------|----------------------|----------------------|---------------------------|----------------------------|
| Applicant: EXHIBIT "B" | | | | SCALE 1"=20' | DATE 6/3/2013 |
| SECTION (NE/4 SEC. 22 & NW/4 SEC.23) | TOWNSHIP (5 NORTH) | RANGE (7 WEST) | MERIDIAN (MDB&M) | COUNTY OF: SONOMA | CITY OF: PETALUMA |
| PLAT MAP REFERENCES (626M34), (370M15), (374M3), (701M15) | | | | F.B.: WDCF | DR.BY: JKSZ CH.BY: CAY7 |
| PG&E | | N. COAST DIVISION | 30281251 AUTHORIZ | 30281251-1 DRAWING NO. | |

Resolution Exhibit A

Distribution Easement Rev. (04/13)

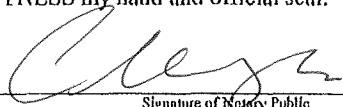
State of California
County of Sanoma)

On 10/24/13, before me, Christina Voyles, Notary Public,
Here insert name and title of the officer
personally appeared Anthony Bertotti and Kimberly Bertotti

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 of Notary Public

(Seal)



CAPACITY CLAIMED BY SIGNER

Individual(s) signing for oneself/themselves

Corporate Officer(s) of the above named corporation(s)

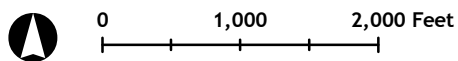
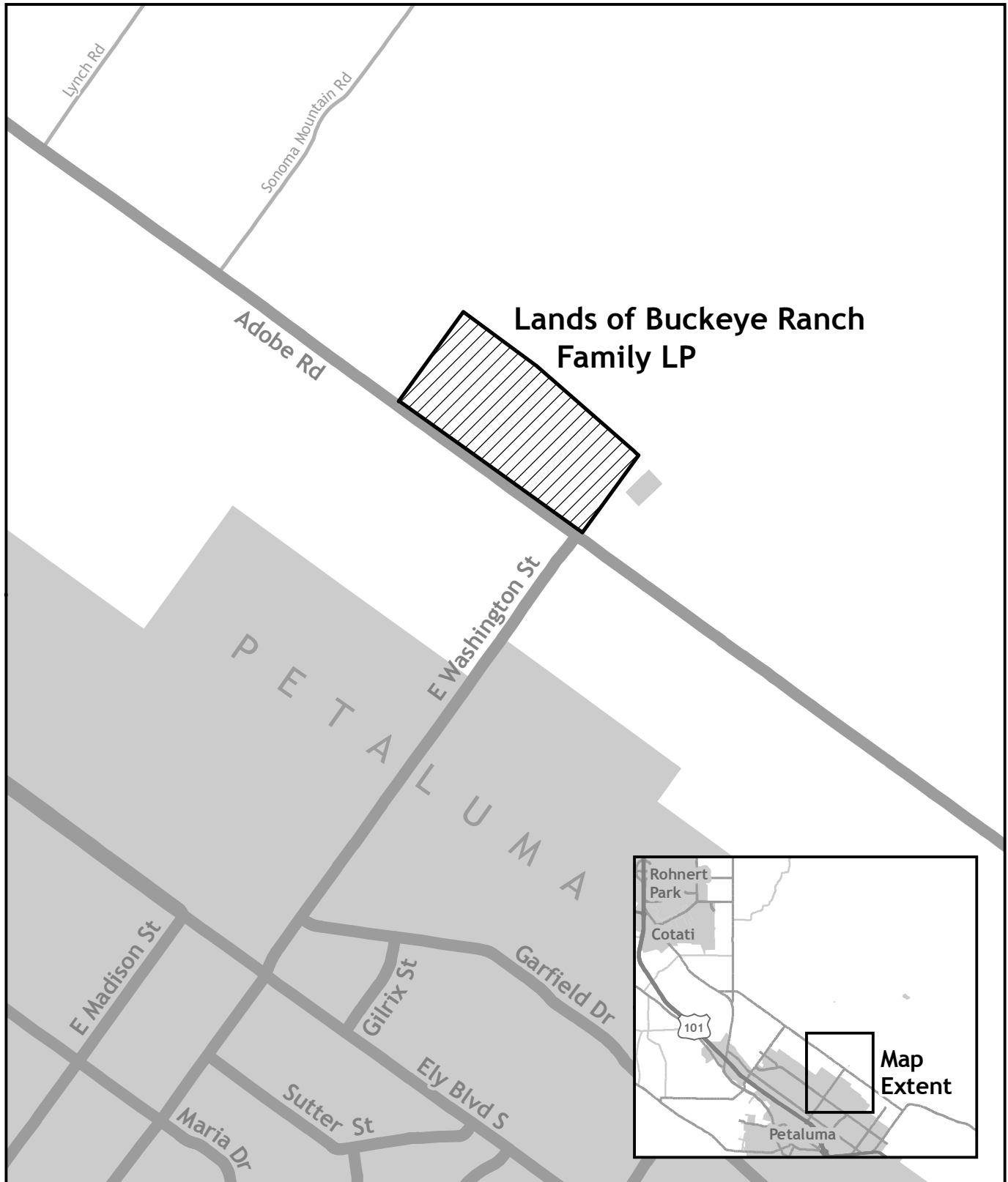
Trustee(s) of the above named Trust(s)

Partner(s) of the above named Partnership(s)

Attorney(s)-in-Fact of the above named Principal(s)

Other _____

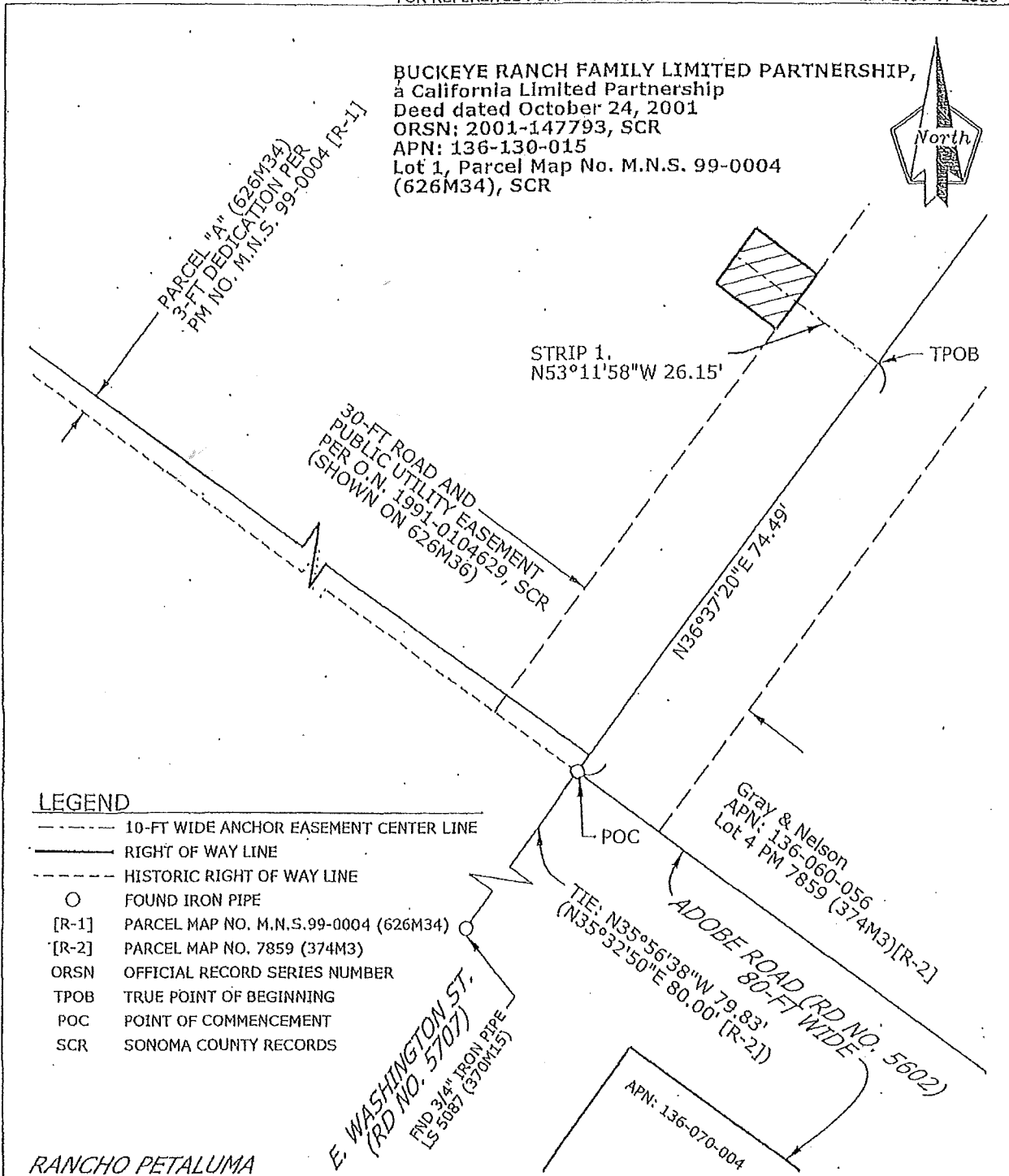
Location Map



ACQUISITION MAP - Buckeye Ranch Family Limited Partnership

FOR REFERENCE PURPOSES ONLY

LD: 2405-07-1326



LEGEND

- 10-FT WIDE ANCHOR EASEMENT CENTER LINE
- RIGHT OF WAY LINE
- HISTORIC RIGHT OF WAY LINE
- FOUND IRON PIPE
- [R-1] PARCEL MAP NO. M.N.S.99-0004 (626M34)
- [R-2] PARCEL MAP NO. 7859 (374M3)
- ORSN OFFICIAL RECORD SERIES NUMBER
- TPOB TRUE POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- SCR SONOMA COUNTY RECORDS

RANCHO PETALUMA

UNLESS OTHERWISE SHOWN ALL COURSES EXTEND TO OR ALONG BOUNDARY LINES

| | | | |
|------------|--------------------|--------|----------|
| Applicant: | EXHIBIT "B" | SCALE | DATE |
| | | 1"=20' | 6/3/2013 |

| | | | | | |
|--|-----------------------|-------------------|---------------------|-------------------|-------------------|
| SECTION (NE/4 SEC. 22 & NW/4 SEC.23) | TOWNSHIP (5 NORTH) | RANGE (7 WEST) | MERIDIAN (MDB&M) | COUNTY OF: SONOMA | CITY OF: PETALUMA |
| PLAT MAP REFERENCES (626M34), (370M15), (374M3), (701M15) | | | | F.B.: WDCF | DR.BY:JKSZ |
| PG&E | | N. COAST DIVISION | 30281251 | 30281251-1 | DRAWING NO. |



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 of Sonoma County

Board Agenda Date: December 10, 2013

Vote Requirement: Majority

Department or Agency Name(s): Department of Health Services

Staff Name and Phone Number:

Rita Scardaci, x7876

Supervisorial District(s):

Countywide

Title: Maternal, Child and Adolescent Health Advisory Board Appointments and Annual Report

Recommended Actions:

Appoint Janelle Aman, Melanie Dodson, and Rebecca Forth to the Sonoma County Maternal, Child and Adolescent Health Advisory Board for a two-year term beginning on January 1, 2014.

Reappoint Donna Bassett, Gina Cuclis, and Stacey Stirling to the Sonoma County Maternal, Child and Adolescent Health Advisory Board for a two-year term beginning on January 1, 2014.

Accept the Sonoma County Maternal, Child and Adolescent Health (MCAH) Annual Report 2013.

Executive Summary:

This item requests the appointment of three new members and the reappointment of three existing members to the Sonoma County Maternal, Child and Adolescent Health Advisory Board for a two-year term beginning on January 1, 2014. This item also requests that the Board accept the Sonoma County Maternal, Child and Adolescent Health (MCAH) Annual Report 2013.

The mission of the Sonoma County Maternal, Child and Adolescent Health (MCAH) Program is to promote the physical, social, and emotional health of childbearing women, children, adolescents and their families in Sonoma County. The program interacts with community systems as a partner in providing direct safety net services to high risk MCAH populations, as a coordinator of community-wide services and programs, and as a convener of the MCAH Advisory Board and other collaborative groups to address emerging health needs in the community.

Created on October 5, 1982, the Sonoma County Maternal, Child and Adolescent Health Advisory Board serves in an advisory capacity to the Board of Supervisors through the Department of Health Services on programs and issues affecting the health of childbearing women, children and adolescents. The Advisory Board is an important vehicle for implementing prevention strategies and coordinating services that benefit the entire community. Partnering with local organizations and individuals is critical to reducing disparities and improving the overall health of women, children and adolescents in Sonoma County.

The MCAH Advisory Board operates under by-laws adopted in November 2011, which specify in Article

IV that members will be appointed by the Board of Supervisors. When vacancies on the MCAH Advisory Board occur, the openings are posted on the County website in accordance with the Maddy Act and replacements are recruited from the community. Following procedures outlined in the by-laws, all applications are reviewed by the MCAH Advisory Board Chairperson and Vice-Chairperson, who make recommendations to the department.

The Department of Health Services requests the appointment of the following new members to the Sonoma County Maternal, Child and Adolescent Health Advisory Board for two-year terms beginning on January 1, 2014.

| Candidate | Affiliation | Representation |
|----------------|------------------------------|--------------------------|
| Janelle Aman | Human Services Department | HSD, Economic Assistance |
| Melanie Dodson | Community Child Care Council | Community Representative |
| Rebecca Forth | Sonoma County Library | Community Representative |

Janelle Aman is a Program Planning Analyst with the Human Services Department. As a Certified Educator for Covered California, she will bring to the Board specialized knowledge of how health care reform is being implemented locally. Melanie Dodson is the Executive Director of the largest child care resource and referral agency in Sonoma County, which provides subsidized preschool and child care to low income, at-risk families. Rebecca Forth is a professional librarian with the Sonoma County Library with experience implementing and evaluating children’s programs and services. She has worked within local school districts as a teacher and librarian and served on other community forums as a parent and advocate.

The Department of Health Services requests the reappointment of the following members to the Sonoma County Maternal, Child and Adolescent Health Advisory Board for two-year terms beginning on January 1, 2014. These members have agreed to serve an additional term.

| Current Member | Affiliation | Representation |
|-----------------|-----------------------------------|-------------------------|
| Gina Cuclis | Parent, resident Sonoma Valley | Consumer Advocate |
| Donna Bassett | Sonoma County Office of Education | School Health Personnel |
| Stacey Stirling | St. Joseph Health Dental Programs | Health Professional |

This item also requests that the Board accept the Sonoma County Maternal, Child and Adolescent Health (MCAH) Annual Report 2013. This year’s report provides updated demographics, trends, and accomplishments, and is organized with a focus on the MCAH indicators and activities that align with the ten Health Action Goals for 2020. The report describes areas where Sonoma County is doing well compared to other California counties or has improved over time. This includes the percentage of 9th graders who graduate from high school four years later, teen birth rates, alcohol use among youth, unintended injuries among children ages one to fourteen, and babies born large for gestational age.

Attention is brought to trends of concern: higher rates of alcohol use during pregnancy compared to the state average, an increase in the percentage of women who smoke during pregnancy, a rise in the rate of newborns experiencing drug withdrawal, and the need for additional resources to address these emerging issues that carry significant long-term health and social consequences. Additionally the report notes that fewer students reported in the California Healthy Kids survey 2011-2012 perceived harm from smoking marijuana compared to four years earlier and the majority of high school students say tobacco, alcohol, and marijuana are easy to obtain.

Accomplishments highlighted in the report for the 2012-2013 fiscal year include:

- Efforts to engage local youth as peer educators and anti-tobacco advocates.
- Partnering with the Teen Health Advocacy Coalition to update, print and distribute over 10,000 Teen Eyes resource cards linking youth with health and human services.
- Providing leadership and support to assist the county's five delivery hospitals to adopt optimal infant feeding practices, specifically the World Health Organization's 10 Steps to Successful Breastfeeding.
- Collaborating with Safe Kids Sonoma County to offer car seat fitting stations twice a month and provide low-cost car seats and boosters to low-income families.
- Training over 400 local professionals about the importance of preventing Fetal Alcohol Spectrum Disorders and hosting fifty local physicians for a conference on reducing opioid abuse.
- Providing home visiting services to over 800 low-income pregnant and parenting women. Public Health Nurses and Social Workers assisted families to access economic resources, health and parenting information, and health care.
- Providing leadership to develop and implement new oral health services for pregnant women.

Prior Board Actions:

In February 2013 the Board accepted the Sonoma County Maternal, Child and Adolescent Health Annual Report for FY 2011-2012; approved the appointment of several new members and the reappoint of several members to the Sonoma County Maternal, Child and Adolescent Health Advisory Board for two year terms.

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

Supporting the Sonoma County Maternal, Child and Adolescent Health (MCAH) Program aids in promoting the physical, social, and emotional health of childbearing women, children, adolescents and their families in Sonoma County.

Fiscal Summary - FY 13-14

| Expenditures | | Funding Source(s) | |
|---------------------------|-------------|----------------------|-------------|
| Budgeted Amount | \$ 0 | County General Fund | \$ 0 |
| Add Appropriations Req'd. | \$ 0 | State/Federal | \$ 0 |
| | \$ | Fees/Other | \$ 0 |
| | \$ | Use of Fund Balance | \$ 0 |
| | \$ | Contingencies | \$ 0 |
| | \$ | | \$ |
| Total Expenditure | \$ 0 | Total Sources | \$ 0 |

Narrative Explanation of Fiscal Impacts (If Required):

There are no fiscal impacts associated with this item.

| Staffing Impacts | | | |
|--|---|------------------------------|------------------------------|
| Position Title (Payroll Classification) | Monthly Salary Range (A – I Step) | Additions (Number) | Deletions (Number) |
| | | | |
| | | | |
| Narrative Explanation of Staffing Impacts (If Required): | | | |
| N/A | | | |
| Attachments: | | | |
| Sonoma County Maternal, Child and Adolescent Health (MCAH) Annual Report 2013. | | | |
| Related Items “On File” with the Clerk of the Board: | | | |
| None | | | |



Sonoma County Maternal, Child and Adolescent Health (MCAH) Annual Report 2013

A report on the state of maternal, child and
adolescent health in Sonoma County

*County of Sonoma Department of Health Services
Maternal, Child and Adolescent Health Advisory Council*

NOVEMBER 2013



sonoma county
DEPARTMENT OF HEALTH SERVICES



from the mcah director...

Dear Community Stakeholders,

I am pleased to present the 2013 Maternal, Child and Adolescent Health (MCAH) Annual Report with updated demographics, trends, and accomplishments. In the spirit of [Collective Impact](#), the report is organized according to the ten locally developed [Health Action goals](#). The MCAH program uses evidenced-based strategies across the [Spectrum of Prevention](#) in partnership with individuals, organizations and communities. In addition, MCAH staff regularly collaborate with Department of Health Services Health Policy, Planning and Evaluation (HPPE) colleagues to inform the community and lawmakers about issues pertinent to the health and well-being of mothers and children.

This is such an exciting and interesting time to work in MCAH. We know so much more about the lifelong impacts of toxic stress during pregnancy and early childhood on the developing brain of the infant and toddler. The importance of promoting healthy and happy pregnancies and childhoods in our neighborhoods and communities can not be emphasized enough. Taking the life course perspective - preconception, pregnancy, infancy, childhood, and the teen years are especially unique times for promoting life-long health and wellness, reducing disparities, and preventing and minimizing chronic conditions.

I am proud to be part of local MCAH efforts and grateful to work with so many dedicated staff and valued community partners. Although together we have already accomplished so much over the years, there is still more to do to improve the health and well-being of families and communities. This year, we will be conducting a needs assessment to determine the local priorities, which will guide our MCAH work plans for the next five years. We welcome your participation in the process. Furthermore, after reading this report, I hope you feel inspired to take action, no matter how small, to improve the life of a child, a neighbor, a family member, or friend - for small actions can add up to make all the difference.

Sincerely,

Elisabeth Chicoine

Elisabeth Chicoine, RN, MS, PNP
Director of Maternal Child and Adolescent Health
County of Sonoma, Department of Health Services

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707.565.4551

For more information on Health Action, please visit the website:
www.sonomahealthaction.org

brief history and program description

Seventy-eight years ago the landmark federal legislation known as Title V, was enacted to assure the health and well being of women, children, youth and families. Title V, as the sole federal funding stream dedicated to maternal and child health, provides block grant funding to communities through the state to address local health priorities. Upstream prevention and early intervention - particularly in the maternal, child and adolescent population - is proven to result in long term, cost-effective benefits. Benefits include increased school readiness, adult productivity and life expectancy, all of which contribute to a healthier community.

The MCAH program provides both direct safety net services to our most vulnerable families and provides leadership in community planning and coordination efforts.

In Sonoma County, broad MCAH program goals for 2010 - 2014 include:

- All children are born healthy to healthy mothers.
- No health status disparities among racial/ethnic, gender, economic and regional groups.
- A safe and healthy environment for women, children, adolescents, and their families.
- Equal access for all women, children and their families to appropriate health care within an integrated system.
- All children have opportunities to maximize their potential.

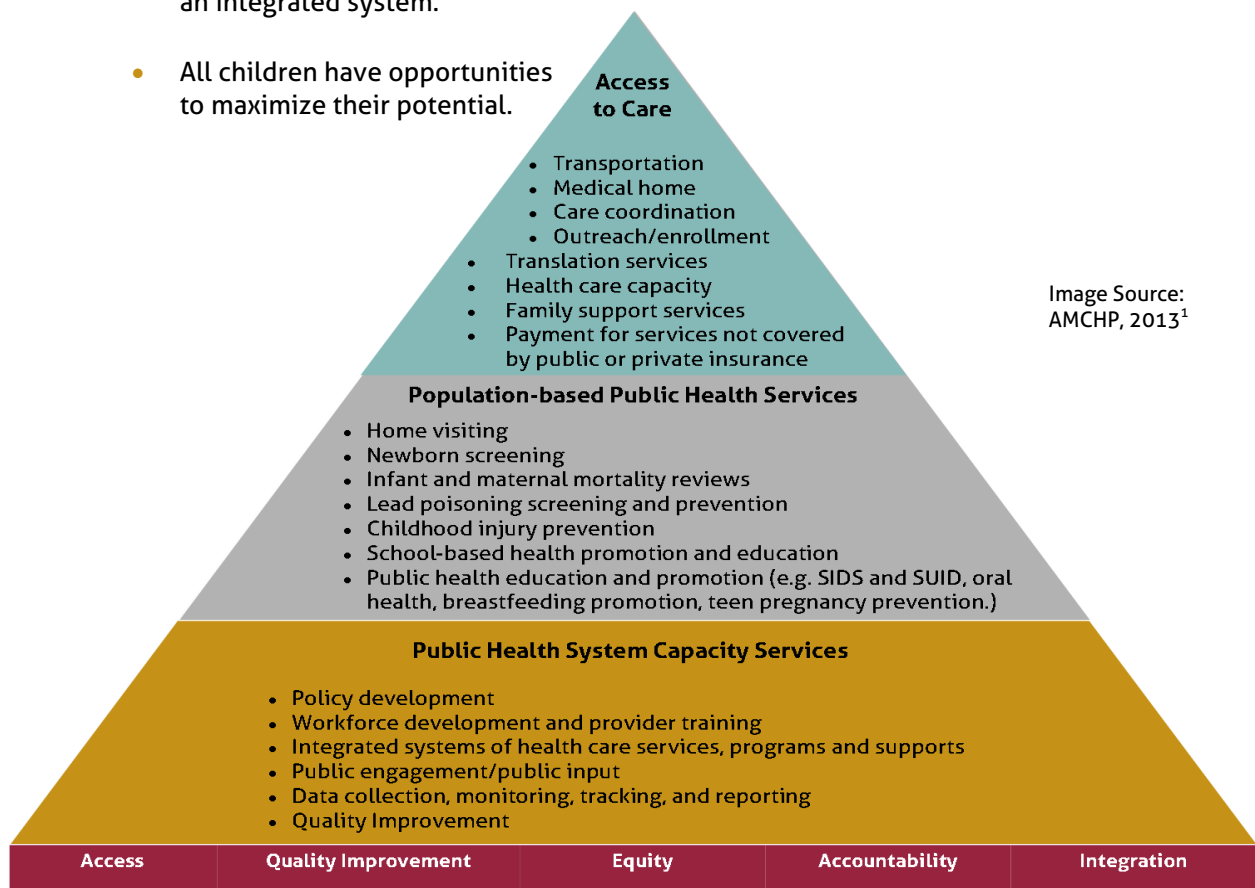


Image Source: AMCHP, 2013¹

from the chair and vice chair of the advisory board...

Dear Members of the Sonoma County Board of Supervisors and Community Leaders,

The overarching goal of the Maternal, Child and Adolescent Health (MCAH) Advisory Board is to promote the physical, social and emotional health of childbearing women, children and adolescents in Sonoma County. As an advisory board to the Sonoma County Board of Supervisors and the Department of Health Services, we provide guidance on the health needs of our community. We work closely with the MCAH program to continually assess and look for best practices that will address emerging health issues.

Our board members are a diverse group of health and human professionals representing a range of disciplines and geographic areas throughout the county. By sharing resources and coordinating activities, we support ongoing efforts to build a coordinated, effective health care delivery system for women and children. Each month the MCAH Board reviews a relevant health concern for local populations. Over the course of the past year, we chose current troubling topics such as human trafficking, gun violence, barriers to child vaccination, obesity prevention strategies, student success programs and implementation of the Affordable Care Act for discussions at our monthly meetings. Our members provide input and take information back to their own agencies and communities to align agency health care efforts.

We encourage you to use this MCAH Board comprehensive report to inform decisions you make concerning the current state of maternal, child and adolescent health in Sonoma County. Your questions and comments are welcomed!

Sincerely,

Jeanette Koshar, Chairperson
Gina Cuclis, Vice Chairperson
MCAH Advisory Board



Jeanette Koshar, Chairperson



Gina Cuclis, Vice Chairperson

members

Members for 2012 - 2013 Fiscal Year included:

| | |
|------------------------------|---|
| Rebecca Barragan | Human Service Department, Economic Assistance |
| Donna Bassett, RN, PHN | Sonoma County Office of Education |
| Gina Cuclis | Parent, Sonoma Valley Sonoma County Board of Education Trustee, Area 1 |
| Adrienne Davis, MPH, CHES | Kaiser Permanente Medical Center |
| Sarah Hollister RN, IBCLC | West County Health Centers |
| Mignon Evans, MSW | Human Service Department, Family, Youth and Children's Division |
| Karla Fittipaldi, MA | The Living Room |
| Marta Flax Tilling, M.S.W. | Community Action Partnership |
| Rory Gibbens-Flores | Santa Rosa Community Health Centers |
| Grace Harris, MFT | California Parenting Institute |
| Jeanette Koshar, RN, NP, PhD | Sonoma State University |
| Renee McKenna RD, IBCLC | Santa Rosa Memorial Hospital |
| Jeff Miller MD, FAAP | Retired Pediatrician |
| Annie Nicol, FNP | Petaluma Health Center, St. Joseph Health System |
| Ed Sheffield, MPA | Representative Assemblywoman Noreen Evans |
| Amanda Silva | Verity |
| Carol Simmons, RN | Child Care Planning Council |
| Stacey Stirling, RDA | St. Joseph Health Dental Programs |
| Terese Voge, MPA | Center for Applied Research Solutions |

join us

The MCAH Advisory Board meets the first Thursday of each month from 12:30 to 1:30 p.m. at the Public Health downtown offices at 625 5th Street in Santa Rosa, CA. The public is welcome at all MCAH Advisory Board meetings.

Interested in serving as an advisory board member? Please contact:

Rebecca Munger
MCAH Coordinator
707.565.4553
Rebecca.Munger@sonoma-county.org

who we serve

- In 2012 there were 5,140 births in the county. This represents approximately one percent of births in California. 40% of births are to first-time mothers. 5.1% of total births in the county are to teen mothers.²
- Three out of four teen births are to teens 18 years and older. About 67% of all teen births are to Hispanic mothers.²
- 43% of births are to families that meet the income eligibility to qualify for Medi-Cal.² For a family of four, this is less than \$47,100 per year.
- There are approximately 118,000 children under the age of 18 living in Sonoma County. 32% of households have children. Almost a third of these are single-parent households.³
- 42.8% of students in Sonoma County are eligible for Free/Reduced Price School meals.⁴



trends of concern

- In the 2011 - 12 administration of the California Healthy Kids Survey, the majority of Sonoma County high school students say it is easy to obtain tobacco, alcohol, and marijuana. 76% of 11th graders, 54% of 9th graders, and 18% of 7th graders believe it is easy to get marijuana if they want it.⁵
- Fewer Sonoma County students than in previous years perceive smoking marijuana as harmful. A third of 7th graders indicated that smoking marijuana once or twice a week causes little or no harm compared to a quarter of students four years earlier.⁵
- The percentage of women who smoke before (17.8%), during (12.9%), and after (12.3%) pregnancy has increased from 2010 to 2011 and is significantly higher than the rest of California.⁶
- 26.7% of pregnant women used alcohol during pregnancy, significantly higher than the state average of 19.6%.⁶
- Since 2004 - 2006, the number and the rate of newborns experiencing drug withdrawal has increased.⁷

areas where sonoma county does well or is improving

- The percentage of Sonoma County 9th graders who graduate from high school four years later has increased from 72% in 2008 to 81% in 2012. While there continues to be a difference in graduation rates between White, non-Hispanic students and Hispanic students, the gap appears to be narrowing. In 2010, 81% of White, non-Hispanic students graduated, compared to 65% of Hispanic students. In 2012, 84% of White, non-Hispanics graduated compared to 73% of Hispanic students. This reflects a 12.3% improvement for Hispanics compared to 3.7% improvement for White, non-Hispanic.⁸
- Since 2000, teen birth rates have decreased overall, and in the Hispanic population, have dropped significantly.²
- 81% of Sonoma County teen parents enrolled in the Teen Parent Connections program graduated from high school in 2013, which is significantly higher than the graduation rate of teen parents nationally.
- Compared to California, a higher percentage of students in Sonoma County report they have caring adult relationships, high expectations from a teacher or other adult, and opportunities for meaningful participation in their community outside of school.⁵
- Alcohol use among youth declined between 2007 and 2011 for 7th, 9th, and 11th graders. Sonoma County students that reported drinking a full glass of alcohol in the past 30 days dropped from 14% to 7% for 7th graders; 28% to 22% for 9th graders and from 45% to 38% for 11th graders.⁵



- Since 2002, deaths and hospitalizations from unintended injuries for children age 1 - 14 years have steadily declined and are significantly lower than the state.⁶
- The percentage of babies born large for gestational age is higher than the state but has decreased since 2000 for all ethnicities.²

client story

Nora entered Teen Parent Connections Adolescent Family Life Program (AFLP) when she was 16 years old and pregnant. During the previous year, she had dropped out of high school and was a frequent resident of Juvenile Hall due to a history of violence, gang involvement and drug use.

Nora was ready to turn her life around for her baby, but had many barriers when she began working with her social worker at Teen Parent Connections (TPC). Her boyfriend broke up with her, neither parent would allow her to live with them, and she was severely depressed. Nora's social worker referred her to a counselor for regular meetings. Slowly she overcame her depression.

As a first step to getting on track, Nora needed to find housing. For two years Nora and her baby moved back and forth, living a few months at a time with different family members. With her TPC social worker facilitating several family meetings, Nora was able to live permanently with an older sister, and thus decrease the stress of a transient lifestyle.

Next, Nora wanted to complete her high school education. The TPC social worker helped Nora enroll in a school with free child care on campus where she learned how to care for her child. Nora was able to use the school bus for transportation, although she lived 1½ miles from the bus stop. Teen Parent's "Wee Wardrobes" program through Redwood Empire Assistance provided her with a stroller and a baby backpack so she could walk to the bus stop.

With fierce determination, support from her social worker, and the help of her school counselor, Nora earned extra credit so that she completed high school in two years.

Throughout this time Nora continued to meet with her Teen Parent social worker who provided ongoing support and guidance. Nora made friends at school and even went to her Senior Prom. She graduated on time, the first in her family to earn a diploma.

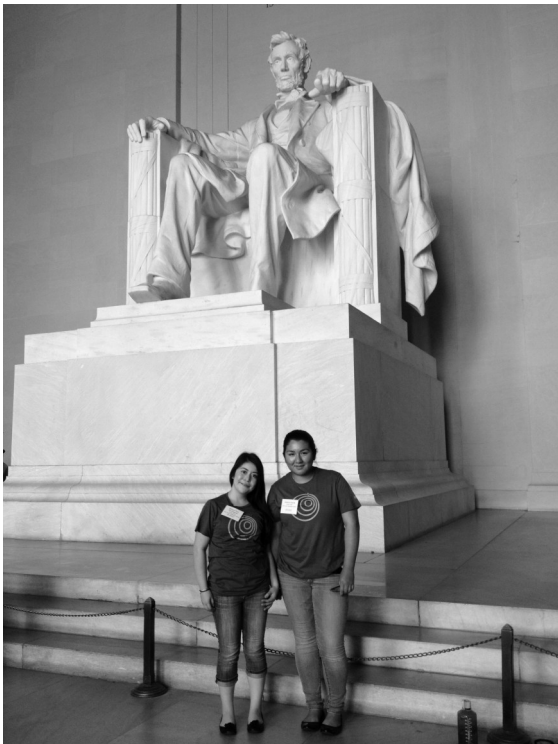
Nora even received several scholarships, and is now at Santa Rosa Junior College. She is currently enrolled in a certificate program for bookkeeping.



featured work

Tobacco continues to be the number one cause of preventable death in the United States, and each year over 500 Sonoma County residents die of cancer and heart disease caused by their smoking. 13.5% of adults currently smoke in the county, one of the highest rates in the Bay Area.⁹ The 2010 - 12 California Healthy Kids Survey found that over 52% of Sonoma County 9th graders and 70% of 11th graders believe cigarettes are easy to obtain. In the most recent survey, over 800 local youth admitted to smoking in the past 30 days. **Since 90% of daily smokers start smoking by age 18, prevention efforts are needed to counter tobacco marketing practices that target youth.**

With support from the National Association of County and City Health Officials (NACCHO), the MCAH program partnered with the tobacco control program in the Department of Health Services Health Policy Planning and Evaluation to launch a teen-led campaign about youth access to tobacco. Students from Project TRUE in Santa Rosa proved themselves to be effective anti-tobacco advocates by publishing articles in local media and speaking with stakeholders about how advertising and easy tobacco access impact youth decisions to smoke. Two members of their group were selected to participate in a national tobacco conference in Washington D.C., sponsored by the prestigious Legacy Foundation. They received training with other youth leaders across the country on strategies, to prevent marketing and sale of tobacco to youth in their own neighborhoods.



Youth from the Roseland community developed the *PhotoVoice* exhibit, using photographs to share how they've experienced the marketing of tobacco in their neighborhood. New products like small inexpensive cigars, sweet-flavored cigarettes and electronic-cigarettes appeal to young people, as well as the placement of ads and sale of tobacco products nears schools and youth - sensitive areas. The *PhotoVoice* exhibit appeared at the county fair and will be displayed at other locations over the next few months.



1 GOAL

Youth graduate from high school on time and are prepared to succeed.

| MCAH Indicator | Baseline | 2009 - 2012 | 2020 Target |
|---|--------------------------|--------------------------|-------------|
| Percent of 9th graders who graduate from high school 4 years later. ^{8,*±} | 72% (2008) | 81% (2012) | 89% |
| Rate of births among adolescent females age 15 - 19 per 1000 population. ^{2 ±} | 25.1/1000 (2006 - 08) | 19.7/1000 (2009 - 11) | 17.7/1000 |
| Percentage of 11th graders who reported binge drinking in the past 30 days. ^{5±} | 32% (2007 - 08) | 27% (2011 - 12) | 19% |

* Shared indicator between Maternal Child Adolescent Health (MCAH) and Health Action

± Shared indicator between Maternal Child Adolescent Health (MCAH) and Upstream Investments

mcah progress towards goal 1

Keeping teens healthy and engaged with their school communities is key to their success. Unplanned pregnancies, drug and alcohol use and mental health issues can derail youth engagement and interfere with academic achievement. The MCAH program with its community partners continues to promote wellness and resiliency among youth.

- 338 pregnant and parenting teens enrolled in the Teen Parent Connection program received ongoing case management and early intervention services from a team of 8 MCAH Social Workers with support and technical assistance from the State Adolescent Family Life and Cal Learn Programs.
- MCAH staff participated as a member of the Sonoma County Office of Education (SCOE) School Attendance Review Board. Advocated with others to strengthen efforts to reduce truancy by focusing on chronic absenteeism in younger students through positive engagement of families.
- Provided resources and current research on key health topics to local youth providers. For example, Public Health nurses provided school nurses and Social Advocates for Youth staff with research about adolescent use of E cigarettes and energy drinks.

In collaboration with the Teen Health Advocacy Coalition (THAC)...

- MCAH hosted a workshop for teachers and others working with youth on California sex education requirements and how to provide education on value/belief-based topics.
- Developed, implemented and evaluated a peer-based classroom curriculum to deliver comprehensive health education to teens including pregnancy prevention and healthy coping skills.
- Updated, printed and distributed over 10,000 Teen Eyes resources cards linking teens with health and human services for sensitive topics. Teen posters were placed in schools, libraries and other community locations.



2 & 3

GOALS

Sonoma County families have the economic resources to make ends meet. And Sonoma County residents are connected to their communities and participate in community life.

| MCAH Indicator | Baseline | 2009 - 2012 | 2020 Target |
|--|---------------------|----------------------|-------------|
| Percentage of Sonoma County residents that live in households above 300% of the federal poverty level. ^{3*} | 61% (2008) | 57% (2012) | 65% |
| Percentage of women aged 15 - 44 who deliver a live birth within 24 months of a previous birth. ¹⁰ | 17.9% (2000- 02) | 17.2% (2009 - 11) | 7.2% |
| Rate of substantiated child maltreatment per 1,000 children under age 18. ^{11±} | 9.1 (2008) | 5.4 (2012) | 4.9 |

* Shared indicator between Maternal Child Adolescent Health (MCAH) and Health Action

± Shared indicator between Maternal Child Adolescent Health (MCAH) and Upstream Investments

mcah progress towards goals 2 & 3

Our MCAH program provides direct services to our community's most vulnerable families. Many pregnant and new mothers come to the program struggling with depression, anxiety, substance use, domestic violence, homelessness, loneliness and isolation. We assist families through two nurse home visiting programs: 1) the nationally known evidence-based Nurse Family Partnership (NFP) and 2) for those who do not qualify for NFP, we offer an evidence-informed alternative based on the Strengthening Families framework.

In both programs, parents who partner with our specially trained Public Health Nurses (PHN) learn how to seek prenatal care, find positive solutions to stressful circumstances, develop healthy parent-child interactions and set goals for the future that improve family self sufficiency. Research has proven that home visiting is a powerful prevention-oriented service that leads to substantial savings for taxpayers and helps to reduce child abuse and neglect, school failure, poverty, unemployment and crime. Unfortunately, due to limited resources and program capacity, fewer than 15% of eligible families each year are able to participate in these highly effective programs.

- In fiscal year 2012 - 13, over 500 low-income high-risk pregnant and/or parenting women and their families received ongoing health promotion and case management services in a nurse home visiting program.
- At enrollment, over half of the families served are struggling with maternal depression and anxiety or other maternal health conditions; and over one third are impacted by maternal substance abuse.
- Nurses partner with these families in a respectful and culturally responsive manner and provide assistance in accessing economic resources, health care, and healthy parenting information. We estimate nurses made more than 7,000 referrals to vital resources this year.
- To encourage social connectedness and literacy for young families enrolled in the home visiting programs, Public Health Nurses started a weekly reading group at a local public library.

Giving families the ability to determine whether and when to have children carries a significant economic benefit. MCAH staff worked with community partners to eliminate barriers for women to access reliable birth control through the Family Planning, Access, and Treatment (PACT) program.

- Hosted a training for local physicians and nurse practitioners regarding new data in favor of offering Long Acting Reversible Contraceptives (LARCs) to women interested in delaying pregnancy.



4 & 5 GOALS

Sonoma County residents eat healthy food.
Sonoma County residents are physically active.

| Indicator | Baseline | 2009 - 2012 | 2020 Target |
|--|----------------------|----------------------|-------------|
| Percentage of women exclusively breast-feeding at 6 months postpartum. ¹² | 25.2% (2008) | 28.8% (2011) | 37.8% |
| Percentage of public school students in grades 5,7,9, and 11 with BMI's indicating overweight or obese. ^{13±} | no baseline | 35.5% (2009 - 11) | 25.5% |
| Rate of gestational diabetes per 1,000 hospitalizations of pregnant females age 15 - 44. ¹⁴ | .9 (2003 - 05) | 1.3 (2009 - 11) | 1.1 |
| Percentage of children age 1 - 2 years with iron deficiency anemia. ¹⁵ | 19.3% (2006 - 08) | 17.5% (2008 - 10) | 10% |
| Percent of 7th graders that achieve the Healthy Fitness Zone for all 6 areas of the annual California Fitness Tests. ¹⁶ | 35% (2008) | 28% (2011 - 12) | 36% |

± Shared indicator between Maternal Child Adolescent Health (MCAH) and Upstream Investments

mcah progress towards goal 4 & 5

The Maternal Child Adolescent Health program supports breastfeeding as an optimal first food. Breastmilk provides optimal nutrition and supports healthy development. The American Academy of Pediatrics recommends that all infants exclusively breastfeed for the first six months of life. Applying the principals of collective impact, MCAH is working with local delivery hospitals and clinics, to promote evidence - based practices that support breastfeeding initiation and duration.

- The Perinatal Services Coordinator served as a member on the California Department of Public Health Breastfeeding committee which is setting guidelines for health centers across the state on how to become Breastfeeding-Friendly.
- Facilitated the widespread adoption by local pediatric providers of the new World Health Organization (WHO) standards for assessing the growth of infants from birth to 24 months. These new growth charts are based on healthy breastfed babies representing diverse backgrounds and are endorsed by the American Academy of Pediatrics and the Center for Disease Control.
- Provided leadership and support in the planning and implementation of the breastfeeding promotion components of the CDC-funded Community Transformation Grant (CTG) to facilitate breastfeeding friendly environments in the 5 Sonoma County delivery hospitals by encouraging adoption of the WHO's 10 best breastfeeding practices.
- Provided ongoing staff support and leadership to the Mother Baby Collaborative, the Breastfeeding Coalition, and the planning of the annual breastfeeding conference for local health care providers.
- Hosted professional training for 48 hospital-based nurses on baby behavior and lactation support skills.
- Presented to childcare providers on best practices to help breastfeeding mothers who are returning to work.
- Promoted the new Farmer's Market at the Sonoma County Woman, Infant, and Children Program. This weekly event offers fresh fruits and vegetables to young families and members of the northwest Santa Rosa community.
- Public Health Nurses conducted outreach to local nonprofits serving families to ensure summer lunch programs are fully utilized by local families.
- Provided technical assistance and support to revive the tradition of breastfeeding among tribal members at Sonoma County Indian Health project.



6 GOAL

Sonoma County residents do not abuse alcohol or prescription drugs and do not use tobacco or illicit drugs.

| Indicator | Baseline | 2009 - 2012 | 2020 Target |
|--|--------------------|--------------------|-------------|
| Percentage of 11th graders who report current cigarette smoking. ^{5±} | 16% (2006 - 08) | 13% (2011 - 12) | 5% |
| Percentage of pregnant women who report any alcohol use, 1st or 3rd trimester. ⁶ | no baseline | 26.7% (2011) | 17.7% |
| Rate of newborn hospital discharges with a diagnosis of neonatal abstinence syndrome per 1000 births. ⁷ | 1.6 (2004 - 06) | 3.5 (2009 - 11) | 2.9 |
| Percentage of 11th graders who reported binge drinking in the past 30 days. ⁵ | 32% (2007 - 08) | 27% (2011 - 12) | 19% |

mcah progress towards goal 6

Sonoma County continues to have high rates of tobacco, alcohol, and prescription drug use by youth and women of reproductive age. Perinatal substance use contributes to poor pregnancy outcomes and child wellbeing. For the last two years, Sonoma County MCAH was one of six communities chosen from across the country to work closely with the Center for Disease Control and the national CityMatCH organization to develop and implement a plan in collaboration with over a dozen local community partners to prevent substance exposed pregnancies.

- Developed and implemented a bundled screening tool for use at community clinics and primary care practices that screens women of reproductive age for intimate partner violence, mental health and substance use disorders. Women who screen positive are referred for services to address identified concerns and encouraged to develop a reproductive life plan in order to avoid a substance exposed-pregnancy.
- Hosted a train-the-trainer certificate program for health professionals on *Fetal Alcohol Spectrum Disorders*. Over 400 local people including physicians, nurse practitioners, physician's assistants, RNs, student nurses, registered dietitians, and early childhood development professionals learned about the importance of preventing this leading cause of birth defects and developmental disabilities.
- Convened a workgroup to address prevention of prescription drug abuse. In November 2012, this group held a professional conference attended by over 50 physicians, nurse practitioners and physician's assistants. A six-month follow-up survey showed participants made significant progress in implementing changes in their clinical practice to reduce opioid abuse.
- Published an article in [Sonoma Medicine](#) about the upward trend in cases of neonatal abstinence syndrome resulting from infants withdrawing from legally-prescribed pain medications.
- Developed and disseminated an information pamphlet on the current research about the harmful effects of marijuana exposure on fetuses, children and adolescents.
- Provided an interactive training to the perinatal health workers representing local hospitals and clinics about best practices to help women quit smoking.
- Worked collaboratively with DHS Behavioral Health, First 5, and community clinics to continually improve access and coordination of services for women needing treatment services for substance use disorders.



GOAL

Sonoma County residents enjoy good mental health.

| Indicator | Baseline | 2009 - 2012 | 2020 Target |
|--|------------------|----------------------|-------------|
| Number of suicide deaths for Sonoma County youth age 10 - 24 (annual number). ^{17*} | 6 (2008 - 10) | 4 (2012) | |
| Percentage of postpartum women that report depressive symptoms. ⁶ | 12.0% (2010) | 13.3% (2009 - 11) | 4.3% |

* Shared indicator between Maternal Child Adolescent Health (MCAH) and Health Action

mcah progress towards goal 7

Many new mothers in Sonoma County struggle with depression and anxiety. To address this concern, the MCAH program worked collaboratively with community organizations to develop a comprehensive screening tool, referral plan, and treatment services. Ongoing support is provided by First 5 and the Mental Health Services Act. The network ensures women experiencing perinatal mood disorders have somewhere to turn for support and treatment.

- Participated in a department-wide initiative to further understanding among Department staff and community partners about toxic stress and the impact of Adverse Childhood Experiences (ACES) on long-term health and chronic disease.
- Hosted training on ACES for Department of Health Services (DHS) staff and community partners, in partnership with First5 and DHS Behavioral Health.
- Identified areas of need and developed a plan to address geographic service gaps for women experiencing perinatal mood disorders.
- Provided bereavement support to referred families who experienced an infant death.
- Helped support the annual memorial service hosted by a local hospital for parents who have experienced a perinatal loss.
- Convened and chaired the Perinatal Mental Health Partnership, a local collaborative of service providers. This group educated policy makers about barriers for low-income women in accessing mental health services.



8 GOAL

Sonoma County residents take steps to prevent injury.

| Indicator | Baseline | 2009 - 2012 | 2020 Target |
|---|---------------------|---------------------|-------------|
| Number of infant deaths in a sleep environment. ¹⁸ | 1.8 (2003 - 07) | 3.3 (2009 - 11) | 0 |
| Rate of non - fatal unintentional injury hospitalizations for children age 0 - 14 per 10,000. ¹⁹ | 17.8 (2006 - 08) | 13.8 (2009 - 11) | 12.4 |
| Rate of nonfatal unintentional poisonings for children age 0 - 14 per 10,000. ¹⁹ | 1.3 (2006 - 08) | 1.2 (2009 - 11) | 1.1 |

mcah progress towards goal 8

The MCAH Program partners with Safe Kids Sonoma County to help connect parents and caregivers with the resources they need to keep children safe. During the 2012-2013 fiscal year we:

- Offered car seat fitting stations twice a month, providing low-cost car seats and boosters to eligible families.
- Provided 115 low-income families with safe cribs for newborns.
- Provided six local homeless shelters and transitional housing centers in Sonoma County with infant cribs that meet the new U.S. Consumer Product Safety standards. Conducted safety checks with these agencies to ensure adequate childproofing at their sites.
- Secured a Healthy Living grant from the American Medical Association to educate parents and students about the risks of prescription drug poisoning and diversion.
- Oriented staff at a busy pediatric health center about information and resources for educating parents about injury prevention and safe infant sleep.
- Educated families about use of safety gates, window locks and play yard safety to help prevent falls - the number one cause of unintentional injury for children under 14 years of age.
- Coordinated with the Sonoma County Bicycle Coalition to distribute bicycle helmets to low - income children, with 1,220 helmets distributed through schools and community events.



9 & 10 GOALS

Sonoma County residents have health care coverage. And Sonoma County residents are connected with a trusted source of prevention-focused primary care.

| Indicator | Baseline | 2009 - 2012 | 2020 Target |
|--|-----------------|----------------------|-------------------|
| Percentage of population age 0 - 18 who are uninsured. ^{20±} | 12.3% (2007) | 8.2% (2009 - 11) | 2% |
| Percentage of females age 18 and over who had a doctor visit in the last year. ²⁰ | 89.3% (2007) | 87.6% (2011 - 12) | 95.6% |
| Percentage of women age 20 - 44 who had dental health insurance all the past year. ²¹ | no baseline | 48.7 (2007) | 61.7% |
| Percent of Sonoma County children who have had a dental visit in past year. ^{22*} | 83% (2007) | 93.1% (2011 - 12) | 100% ^S |
| Percentage of females delivering a live birth with prenatal care in the first trimester. ²³ | 87.1% (2006) | 82.3% (2011) | 91.3% |
| Rate of asthma hospitalizations for children age 0-4 per 10,000. ²⁴ | 20.1 (2010) | 19.9 (2011) | 18.1 |

* Shared indicator between Maternal Child Adolescent Health (MCAH) and Health Action
 ± Shared indicator between Maternal Child Adolescent Health (MCAH) and Upstream Investments

mcah progress towards goal 9 & 10

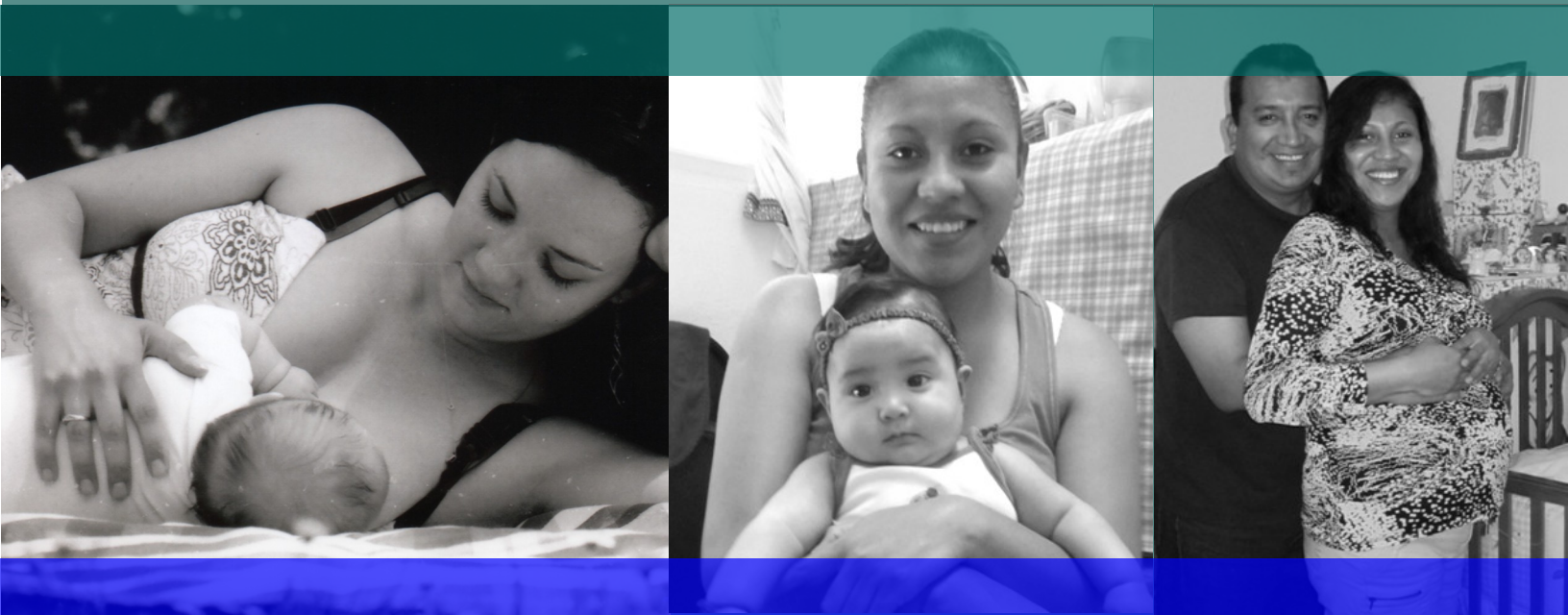
Assuring access to quality health care is a core function of the MCAH program. With the roll out of health care reform, it is possible for more individuals and families to receive primary care services. MCAH staff actively educated consumers and providers about new opportunities for benefits and services now required through the Affordable Health Care Act. Two important benefits that have great potential to improve the health of women and children in Sonoma County are the preventative services for women and the extended coverage for young adults on their parents' insurance.

- MCAH staff actively participated in local planning to ensure community members and staff learn about the new opportunities for coverage offered by the affordable care act.
- MCAH linked 11,000 visitors with up-to-date health information and resources through the MCAH webpage:
www.sonoma-county.org/health/about/publichealth_mcah.asp
- Participated as a member of the Healthy Kids Steering Committee, a group committed to sustaining a local system that ensures all children in Sonoma County have health insurance. The group recently expanded its mission in alignment with the Affordable Care Act and is now called Covered Sonoma County.
- With community partners, First 5 and the Sonoma County Oral Health Task force, developed and implemented a self-sustaining program integrated with WIC services to expand access to oral health services for pregnant women. During the pilot, which began in January 2013, 29 pregnant women received oral health services through the new voucher program established with Santa Rosa Junior College dental hygienist program.
- Assisted over 250 callers through our MCAH Toll Free line (1.800.427.9882) find services including low-cost health insurance, child safety seats, flu vaccines and birth control services.
- Partnered with Sonoma County Human Services to improve the quality of 2-1-1 referrals made for families seeking maternal and child health services.
- Public Health Assistants located 67 pregnant women who failed to keep prenatal visits, and encouraged them to return to care.

appendix

- ¹Pyramid image: page 13, Appendix A: Title V Pyramid Graphic, Sept. 11, 2013, Memo from the Association of Maternal and Child Health Programs
- ²California Department of Public Health, Birth Statistical Master Files, 2006-2012
- ³US Census Bureau, American Community Survey, 2008 and 2011
- ⁴California Department of Education, 2011/12
- ⁵California Healthy Kids Survey, 2007/08 - 2011/12
- California Department of Public Health Vital Statistics Query, 2004-2008
- ⁶California Department of Public Health, Maternal Infant Health Assessment Survey, 2010 and 2011
[http://www.cdph.ca.gov/data/surveys/MIHA/Pages/MaternalandInfantHealthAssessment\(MIHA\)survey.aspx](http://www.cdph.ca.gov/data/surveys/MIHA/Pages/MaternalandInfantHealthAssessment(MIHA)survey.aspx)
- ⁷California Office of Statewide Health Planning and Development, Patient Discharge Data, 2004-2011
- ⁸California Department of Education, DataQuest, Enrollment and Graduation Statistics, Cohort Outcome Summary Report by Race/Ethnicity <http://data1.cde.ca.gov/dataquest/SearchName.asp?rbTimeFrame=oneyear&rYear=2011-12&cCounty=49+SONOMA&Topic=Graduates&Level=County&submit1=Submit>
- ⁹California Health Interview Survey, 2011 - 12 <http://ask.chis.ucla.edu/main/default.asp>
- ¹⁰University of California San Francisco, Family Health Outcomes Project, California County Databooks http://fhop.ucsf.edu/fhop/htm/ca_mcah/databooks/49sonoma_new.html
- ¹¹Lucille Packard Foundation for Children's Health, kidsdata.org, Substantiated Cases of Child Abuse and Neglect, 2008 and 2012
http://www.kidsdata.org/data/topic/table/child_abuse-cases.aspx
- ¹²Sonoma County WIC, Exclusive Breastfeeding at 6 months postpartum 2008 and 2011
- ¹³California Physical Fitness Test, BMI calculated, 2009/10 and 2011/12
- ¹⁴University of California San Francisco, Family Health Outcomes Project, California County Databooks http://fhop.ucsf.edu/fhop/htm/ca_mcah/databooks/49sonoma_new.html
- ¹⁵California Pediatric Nutrition Surveillance System, 2006-2010
- ¹⁶California Department of Education, DataQuest, Physical Fitness Data, 2008 and 2012
- ¹⁷California Department of Public Health, Death Statistical Master Files, 2006-2011
- ¹⁸California Department of Public Health, Death Statistical Master Files, 2006-2011 and Child Death Review Team database
- ¹⁹California Department of Public Health EpiCenter, Injury Surveillance, 2008-2011 <http://epicenter.cdph.ca.gov/>
- ²⁰California Health Interview Survey, 2007 and 2011/12 <http://ask.chis.ucla.edu/main/default.asp>
- ²¹California Health Interview Survey, 2007 <http://ask.chis.ucla.edu/main/default.asp>
- ²²California Health Interview Survey, 2007 and 2009 <http://ask.chis.ucla.edu/main/default.asp>
- ²³California Department of Public Health, Birth Statistical Master Files, 2006-2011
- ²⁴California Breathing, Asthma County Profiles, 2010 and 2011 <http://www.californiabreathing.org/asthma-data/county-asthma-profiles>





sonoma county
DEPARTMENT OF HEALTH SERVICES

County of Sonoma Department of Health Services
www.sonoma-county/health

Sonoma County Maternal, Child, Adolescent Health Advisory Board
www.sonoma-county.org/health/meetings/mcahab.asp



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 Commissioners

Board Agenda Date: December 10, 2013

Vote Requirement: Majority

Department or Agency Name(s): Sonoma County Community Development Commission

Staff Name and Phone Number:

James Hackett (707) 565-7520

Supervisorial District(s):

All

Title: Appoint Sonoma County Community Development Committee Tenant Representative

Recommended Actions:

Appoint Babe Whitley to the Sonoma County Community Development Committee as a tenant representative.

Executive Summary:

State law requires that two participants of the Housing Authority's Section 8 Housing Choice Voucher program, at least one of whom is 62 years of age or older, be appointed as tenant representative members of the Community Development Committee. Federal regulations require at least one member of the Committee to be formerly homeless. County Ordinance stipulates that the full Committee consists of one representative from each supervisorial district, a representative from Human Services Department, and the two required Housing Authority tenant representatives.

The former tenant representative who was previously homeless steadily increased her income to the point that she is no longer receiving Section 8 rental assistance and therefore is no longer qualified to serve as a tenant representative. In order to fill the vacancy, staff posted a notice and application on the Community Development Commission website. The notice explained the purpose of the Community Development Committee and the function of the representatives. One application was received, from Babe Whitley (on file with the Clerk of the Board). One staff member and two Committee members interviewed the applicant, determined that she is a qualified applicant, and recommended her name to the full Committee. The Community Development Committee met on November 15, 2013 and voted to recommend that the Board of Commissioners appoint Ms. Whitley to the Committee.

The bylaws of the Committee provide that tenant members shall serve a two-year term or until their successor is appointed and qualified.

| | | | |
|---|---|---------------------------------------|------------------------------|
| Prior Board Actions: | | | |
| 02/26/13: Adopted a Resolution appointing Donna Chicka to the Sonoma County Community Development Committee as a tenant representative. | | | |
| Strategic Plan Alignment | | Goal 4: Civic Services and Engagement | |
| The Community Development Committee provides an opportunity for increased access to and greater citizen participation in County government. | | | |
| Fiscal Summary - FY 13-14 | | | |
| Expenditures | | Funding Source(s) | |
| Budgeted Amount | \$ 0 | | \$ |
| Add Appropriations Req'd. | \$ | State/Federal | \$ 0 |
| | \$ | Fees/Other | \$ |
| | \$ | Use of Fund Balance | \$ |
| | \$ | Contingencies | \$ |
| | \$ | | \$ |
| Total Expenditure | \$ 0 | Total Sources | \$ 0 |
| Narrative Explanation of Fiscal Impacts (If Required): | | | |
| No fiscal impact. | | | |
| Staffing Impacts | | | |
| Position Title (Payroll Classification) | Monthly Salary Range (A – I Step) | Additions (Number) | Deletions (Number) |
| | | | |
| | | | |
| Narrative Explanation of Staffing Impacts (If Required): | | | |
| No staffing impact. | | | |
| Attachments: | | | |
| None | | | |
| Related Items "On File" with the Clerk of the Board: | | | |
| Application of Babe Whitley | | | |



County of Sonoma Agenda Item Summary Report

Agenda Item Number: 48

(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: December 10, 2013

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisory District(s):

Chairman David Rabbitt 707-565-2241

All

Title: Assessment Appeals Board Reappointment

Recommended Actions:

Reappoint Trina Hartmann as an alternate member of the Assessment Appeals Board for a term of three years beginning on September 2, 2013 and ending on September 1, 2016 (County-wide)

Executive Summary:

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, real estate broker, attorney or 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 members is currently eligible for reappointment.

The member currently eligible for reappointment is:

- Trina Hartmann, a licensed real estate professional, who has been serving as an alternate member for over 10 years.

Staff recommends reappointing the existing member for the following reasons:

- Member is in good standing and is willing and qualified to continue service.
- Member is willing to continue to meet the increased demands on her time that the Assessment Appeals schedule requires, without any additional compensation.
- 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:

November 2, 2010 – Resolution No. 10-0797 Reappointed Trina Hartmann as an alternate member to the Assessment Appeals Board Resolution

Strategic Plan Alignment: Goal 4: Civic Services and Engagement

Fiscal Summary - FY 13-14

| Expenditures | | Funding Source(s) | |
|---------------------------|-----------|----------------------|-----------|
| Budgeted Amount | \$ | Select an item. | \$ |
| Add Appropriations Req'd. | \$ | State/Federal | \$ |
| | \$ | Fees/Other | \$ |
| | \$ | Use of Fund Balance | \$ |
| | \$ | Contingencies | \$ |
| | \$ | | \$ |
| Total Expenditure | \$ | Total Sources | \$ |

Narrative Explanation of Fiscal Impacts (If Required):

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.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

None

Attachments:

None

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

None



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 49
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors of Sonoma County

Board Agenda Date: December 10, 2013

Vote Requirement: Majority

Department or Agency Name(s): Human Services

Staff Name and Phone Number:

Sherry Alderman, 565-8501

Supervisorial District(s):

All

Title: Child Care Planning Council of Sonoma County - Advocacy Priority Issues and Annual Report

Recommended Actions:

1. Approve the Child Care Planning Council of Sonoma County "Advocacy Priority Issues for 2013-2015" and provide direction for the implementation of these Priorities.
2. Accept an Annual Report from the Child Care Planning Council of Sonoma County on the status of child care planning activities in Sonoma County.

Executive Summary:

Role of the Board of Supervisors with the Child Care Planning Council of Sonoma County

The Board of Supervisors originally established the Sonoma County Child Care Planning Council on October 20, 1992, to meet the requirements mandated by the passage of AB 2141, which created local child care and development planning councils to identify local priorities for child care and state preschool expansion funds, among other tasks.

Subsequently, with the passage of AB 1542 in 1997, which established the CalWORKs program, the Board was required to designate a local child care planning council to establish priorities for state-funded child care and development services and develop a comprehensive countywide plan for child care. On September 29, 1998, the Board of Supervisors designated the initial Sonoma County Child Care Planning Council, established under AB 2141, as the local council required under the AB 1542 legislation.

The mission of the Child Care Planning Council of Sonoma County is to convene and inspire the community through collaboration, leadership, and advocacy to promote and plan for quality child care and development services for the benefit of all children (birth to 18), their families, and Sonoma County.

Advocacy Priority Issues for 2013-2015

Key Issues:

Child care costs are prohibitive for low-income families, and exorbitant for middle-income families. They compose a significant portion of families' budgets (as high as 25% to 34%, depending on the number and age of children and family income). 66% of children in Sonoma County who are eligible for subsidies are not able to obtain

subsidized child care. In addition to inadequate funding for low-income families, all community areas in the County have shortages of child care spaces as compared to the total number of children needing care, particularly for infant and school age care.

Overwhelmingly, research shows that when children are in child care, the quality of that care is an important determining factor in their optimal growth and development. It is critical that we engage in ongoing community efforts to ensure that all children in Sonoma County are cared for in high-quality settings. In order to have high quality Early Childhood Education programs, the child care and development workforce must be highly trained, valued as professionals, and fairly compensated for their work, commensurate with professionals in comparable fields.

Early Childhood Education is underfunded, undervalued and the workforce is underpaid. Increased community collaboration and support are needed to address the unmet needs of children and families. It is critical that CCPC and its members deliver this message to the community and serve as liaisons for Early Childhood Education.

Therefore, the Council's Advocacy Priority Issues for 2013-2015 are:

ACCESS - The Advocacy Committee will engage in activities to a) increase existing sources of revenue and to diversify funding for child care and development programs, b) improve families' abilities to connect with Early Childhood Education resources, and c) increase child care slots in communities where needed.

QUALITY - The Advocacy Committee will engage in activities to promote high-quality child care in Sonoma County programs.

VISIBILITY - The Advocacy Committee will engage in activities to a) increase recognition of the economic value of early care and education, Early Childhood Education teachers/providers and the community benefits of high quality Early Childhood Education, and b) develop community recognition and awareness of the Child Care Planning Council as a strategic leader, stakeholder and resource in the area of Early Childhood Education.

These goals are aligned with and in support of the following objectives from the Sonoma County Board of Supervisors' 2014 State Legislative Program, items 40-43: "Support legislation and budget action which would ensure continuity of child care for children and families.", "Seek and support legislation which would preserve, protect, and increase funding for subsidized and other government-funded child care.", "Seek and support legislation and budget action to ensure that CCL is adequately funded by the State to provide reliable and meaningful services and that CCL inform parents about its functions and limitations.", and "Support legislation which would reduce state regulatory barriers and increase opportunities for child care capacity expansion." The County Superintendent of Schools has already approved the Child Care Planning Council of Sonoma County 2013-2015 Advocacy Priority Issues. Board of Supervisors approval of the Advocacy Priorities will enable the Child Care Planning Council to take active and timely actions on behalf of Sonoma County children, families, and the local economy.

Annual Report

The Child Care Planning Council of Sonoma County is state-mandated to do countywide child care needs assessments, develop comprehensive countywide child care plans, develop local priorities for child care subsidy funding, and convene stakeholders for local input into child care planning, services, issues and concerns. In addition, the Child Care Planning Council of Sonoma County is responsible for administering the AB 212 retention program for teachers in state-funded programs, and for facilitating the transfer of funds between contractors to maximize services to children. Additional locally-funded activities include the support of professional development for the early education workforce, and the provision of external reliable assessments of early childhood education programs' environmental indicators of quality.

In the past year, the Council engaged the participation of 39 Council members and advisors in the following activities and accomplishments:

- Developed zip code area priorities for state child care subsidy funding
- Disseminated Executive Summary of “Building for the Future: Our Children, Our Community – A Countywide Plan for Child Care and Development Services – Sonoma County 2010-2015”
- Administered programs providing training and retention activities for the child care and development workforce, and quality development for early care and education sites
- Assisted local municipalities to address local barriers to child care expansion
- Implemented advocacy activities to 1) preserve and increase existing sources of revenue and to diversify funding for child care and development programs, 2) reduce barriers and increase opportunities for child care capacity expansion and facility development, 3) monitor state-wide system re-design efforts, and support a local targeted response to emerging issues, and 4) collaborate with other stakeholders to maximize community efforts to mobilize the public and policy-makers to improve children’s lives.
- Published the “**2012 Update – Child Care Economic Impact Analysis for Sonoma County**”; developed and disseminated a supplementary infographic.
- Published “**Sonoma County Child Care Trends**” including data from 2002-2012.
- Facilitated expansion of Partnership for Children, a local movement advocating for the social and policy changes necessary to make Sonoma County a safe and nurturing environment for our children and youth.
- Participated in multiple community collaborative efforts to further the improvement of children’s lives, including facilitation of Week of the Young Child business engagement activities, sponsorship and planning for “Evening of Honor” for early education professionals, Upstream Investments, Cradle to Career, etc.

Recommended Board Action

1. Approve the Child Care Planning Council of Sonoma County “Advocacy Priority Issues for 2013-2015” and provide direction for the implementation of these Priorities.
2. Accept an Annual Report from the Child Care Planning Council of Sonoma County on the status of child care planning activities in Sonoma County.

Prior Board Actions:

April 13, 2010 - April 10, 2012 – Passed resolutions recognizing Week of the Young Child
April 13, 2010 and October 25, 2011: Approved the Child Care Planning Council of Sonoma County Advocacy Priorities.
March 21, 2000 - June 25, 2013: Approved the Sonoma County Child Care Planning Council's Funding Priorities by Zip Code.
September 21, 1999 – May 21, 2013: Appointed/reappointed members of the Sonoma County Child Care Planning Council and approved by-laws which established term of membership.
September 29, 1998: Designated the Sonoma County Child Care Planning Council as the local child care planning council required under AB 1542 (CalWORKs).
October 20, 1992: Established the Sonoma County Child Care Planning Council as a standing committee representing the Board of Supervisors by Resolution No. 92-1583.

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

The mission of the Child Care Planning Council of Sonoma County is to convene and inspire the community through collaboration, leadership and advocacy to promote and plan for quality child care and development for the benefit of all children (birth to 18), their families and Sonoma County.

Fiscal Summary - FY 13-14

| Expenditures | | Funding Source(s) | |
|---------------------------|-----------|--------------------------|-----------|
| Budgeted Amount | \$ | | \$ |
| Add Appropriations Req'd. | \$ | State/Federal | \$ |
| | \$ | Fees/Other | \$ |
| | \$ | Use of Fund Balance | \$ |
| | \$ | Contingencies | \$ |
| | \$ | | \$ |
| Total Expenditure | \$ | Total Sources | \$ |

Narrative Explanation of Fiscal Impacts (If Required):

There are no fiscal impacts associated with this action.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

None

Attachments:

- 1) Child Care Planning Council of Sonoma County – Annual Report 2012-2013
- 2) Sonoma County Child Care Trends
- 3) Sonoma County Returns on Investment of Early Childhood Education
- 4) Early Childhood Education Sonoma County Fact Sheet

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

None



2012-2013
Council Members

- Carrie Anabo, League of Women Voters
- Chiara Bacigalupa, Sonoma State University
- Debbie Blanton, SCOE Special Ed. Preschool
- Joanne Brion (Advisor), Brion & Associates
- Elisabeth Chicoine, So. Co. Public Health Dept.
- Teri Clark, North Bay Children's Center
- Missy Danneberg, Extended Child Care Coalition
- Ray Decker, Community Member, Santa Rosa
- Melanie Dodson, Community Child Care Council of So. Co.
- John Eberly, Santa Rosa Junior College
- Bobby Ewell, Community Member, Santa Rosa
- Rebecca Hachmyer, Community Member, Petaluma
- Maddy Hirshfield (Advisor), Assemblyman Wesley Chesbro
- Susan Harvey, Mayors & Councilmembers Assoc.
- Amy Howder-Thompson, League of Women Voters
- Kathleen Kelley, Early Learning Institute
- Tamara Larimore, So. Co. Human Services Department
- Jynx Lopez, River to Coast Children's Services
- Melita Love, Community Member, Healdsburg
- Noel Mitchell, Two Rock CDC
- Lara Magnusdottir (Advisor), Comm. Child Care Council of So. Co.
- Emmie Morgan (Advisor), Congresswoman Lynn Woolsey
- Michelle Nardone, PACE Alternative Payment Program
- Ofelia Ochoa-Morris, CAP Sonoma County/Head Start
- Carli Ortiz, Linkenheimer, LLP
- Teri Porter, YWCA's A Special Place
- Debb Reece, Community Member Sebastopol
- Cheryl Scholar, Community Member
- Marianne Schwarz-Kesling, SRJC CalWORKS
- Ed Sheffield (Advisor), Assemblymember Noreen Evans' Office
- Lorie Siebler, Parent Voices
- Heather Sweet-Kirkac, Petaluma COTS
- Sandra Torres (Advisor), Torres Family Child Care Home
- Pam Turner (Advisor), SCOE/CPIN
- Cathy Vaughn, Montessori School of Sonoma/PACE
- Margie Vondrak, Community Member, Rohnert Park
- Katie Welch, Boys & Girls Clubs of Greater So. Co.
- Terry Ziegler, Mt. Taylor Children's Center
- Stephen Zollman, Law Offices of Stephen C. Zollman

ABOUT CCPC

CCPC has been present in Sonoma County since 1991, when state legislation required California counties to create Local Child Care Planning Councils that are appointed jointly by the County Board of Supervisors and the County Superintendent of Schools. The Child Care Planning Council of Sonoma County, with up to 35 members, is charged with the identification of local child care priorities and the development of policies to meet high priority needs within the county.

CCPC RESPONSIBILITIES

1. Conduct a countywide assessment of child care needs at least once every five years.
2. Prepare a comprehensive countywide child care plan designed to mobilize public and private resources to address identified needs.
3. Conduct an annual review of state-funded child care programs, and develop priorities based on current supply and demand for services.
4. Collaborate with all interested parties to foster partnerships designed to meet local needs.
5. Facilitate community-based efforts to coordinate part-day programs including State Preschool and Head Start with other child care and development services to provide full-day, full-year services.

MEETING INFORMATION

The Child Care Planning Council of Sonoma County's general meetings are conducted on the first Friday of each month from 8:45 to 11:00am. Meetings are typically held at the County Office of Education, 5340 Skylane Blvd., Santa Rosa. The public is welcome and encouraged to attend and actively participate with general and committee meetings. Please contact the Child Care Planning Council of Sonoma County office at (707) 524-2792 to verify meeting date, time and location.



Child Care Planning Council of Sonoma County
Sonoma County Office of Education
5340 Skylane Blvd, Santa Rosa, CA 95403
(707) 524-2792 • www.scoe.org/ccpc

CHILD CARE PLANNING COUNCIL OF SONOMA COUNTY



Annual Report
2012-2013

*The mission of the
Child Care Planning Council of Sonoma County
is to convene and inspire the community
through collaboration, leadership and advocacy
to promote and plan for quality child care and development
for the benefit of all children (birth to 18),
their families and Sonoma County.*

Child Care Planning Council of Sonoma County • SCOE
5340 Skylane Boulevard • Santa Rosa, CA 95403
Coordinator: Carol Simmons
csimmons@scoe.org • www.scoe.org/ccpc
(707) 524-2792

CONTENT INCLUDED

Importance of
Early Care & Education

State of Child Care in
Sonoma County

Child Care Planning Council's
Annual Accomplishments

About the
Child Care Planning Council

Membership

THE IMPORTANCE OF EARLY CHILDHOOD EDUCATION

Early care and education plays a critical role in fostering children's development/readiness to learn and academic success, future workforce development, reductions in social intervention costs, supporting parents' employability, and community economic recovery and vitality. In fact, research shows that for every \$1 invested in early care and education, \$7 is saved in downstream societal costs.

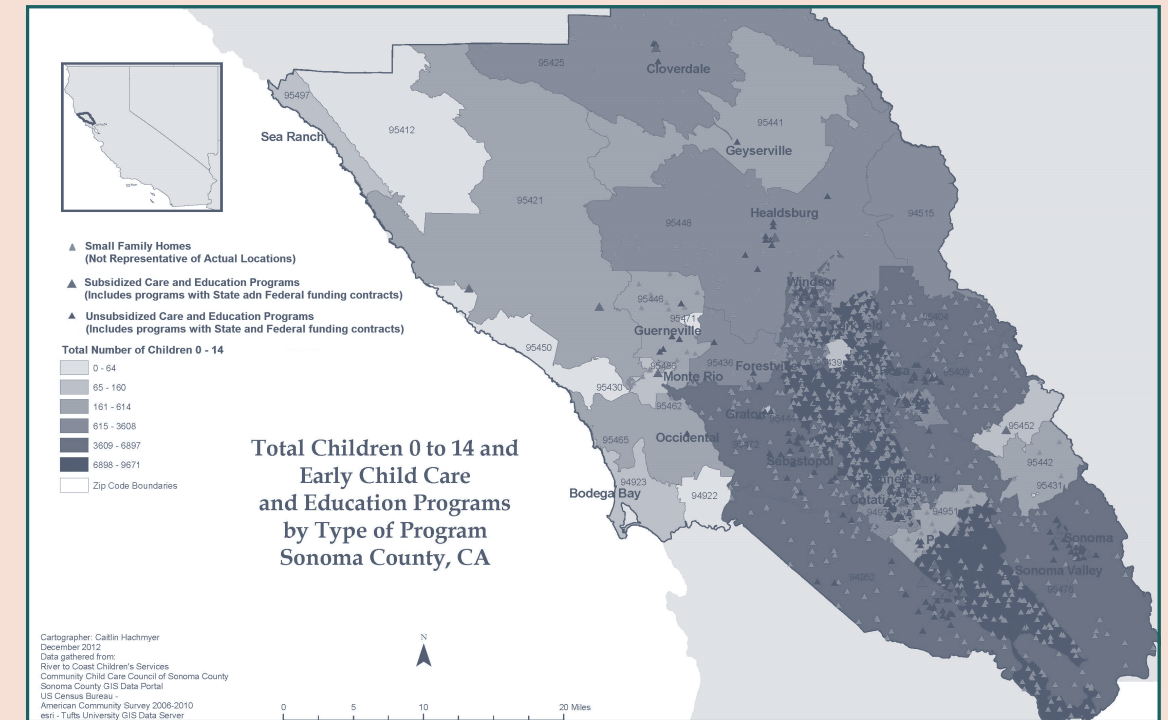


STATE OF CHILD CARE IN SONOMA COUNTY

Between 2008 and 2011, the California Early Care and Education system had sustained funding reductions of almost 33%. With a third less resources, we had already lost child care slots, systemic infrastructure components and employment.

The additional cuts in 2012-2013 decimated the system, with local impacts totaling \$870,000 less funding, an additional 216 child care slots eliminated and the closure of 2 state-funded centers in Santa Rosa and 2 in Petaluma.

Additionally, a new requirement that low-income families pay fees for state-funded half-day preschools has meant that many families can not afford this previously free service.



CHILD CARE PLANNING COUNCIL'S ANNUAL ACCOMPLISHMENTS

COMMUNITY DEVELOPMENT AND COLLABORATION

Comprehensive Child Care Plan

Disseminated "Executive Summary of Building for the Future: Our Children, Our Community. A Countywide Plan for Child Care and Development Services, Sonoma County 2010-2015."

Needs Assessment

Disseminated Sonoma County Child Care Needs Assessment.

Zip Code Priorities

Developed annual geographic priorities for Sonoma County to inform the State's decisions on allocations of any available expansion funding, based on analysis of current local supply and demand data.

Presented at a Public Hearing, approved by the County Superintendent of Schools and the County Board of Supervisors, submitted to the Child Development Division, and distributed to Council listserv and to all agencies operating CDD-funded programs in the county.

Collaborations

Provided sponsorship for Sonoma County "Evening of Honor" for Early Care and Education Professionals.

Facilitated expansion of Sonoma County Partnership for Children. Facilitated county-wide CDD funding collaboration.

ADVOCACY EFFORTS

Utilized Advocacy Network and partnerships, sending Advocacy Alerts regarding state and federal ECE issues.

Communicated in writing and in person with local and State elected officials regarding child care and development issues.

Facilitated Week of the Young Child activities included engaging local businesses and obtaining resolutions recognizing WOYC from local governmental bodies.

REPORTING

Comprehensive Child Care Plans and Executive Summaries were distributed at various community venues, including classes, meetings and presentations.

Provided technical assistance regarding access, funding, subsidy, referrals, inclusion, child protective services, licensing, demographics and data, parenting and environment assessments.

Provided written reporting to the California Department of Education - Child Development Division, to First 5 Sonoma County and First 5 California.

CHILD CARE QUALITY IMPROVEMENT PROGRAMS

Sonoma CARES Plus

With funding from First 5 and CDD AB212, this focused training and retention program supported progress toward attainment of academic degrees for 131 individuals working in early care and education; 19% of participants were Spanish-speaking.

AB212 Professional Development Project

Provided reimbursement for professional development activities for 135 staff working in CDD-funded classrooms.

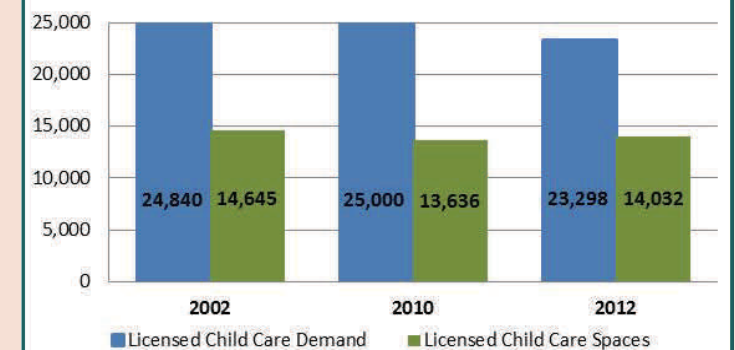
Gateway to Quality

First 5 funded project provides external quality measurements of Child Care and Development settings utilizing Environment Rating Scales, and assesses the quality scoring impact of Mini-grant applications.

Served 37 Sonoma County child care settings, reaching approximately 1153 children.



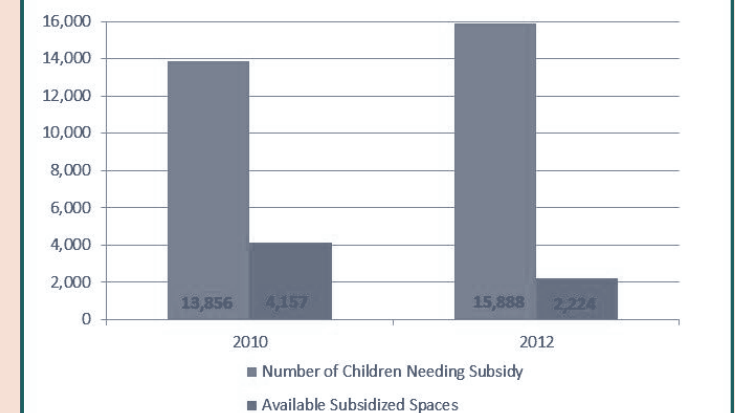
Child Care Demand and Available Spaces



| Year | 2002 | 2010 | 2012 |
|------------------------------|--------|--------|--------|
| Child Population (ages 0-14) | 92,000 | 93,168 | 75,000 |

Note: Although there is more demand than there is spaces available, some facilities have openings as available child care may not meet families' needs for the child's age, geographic location, affordability, hours, type of service, quality, etc.

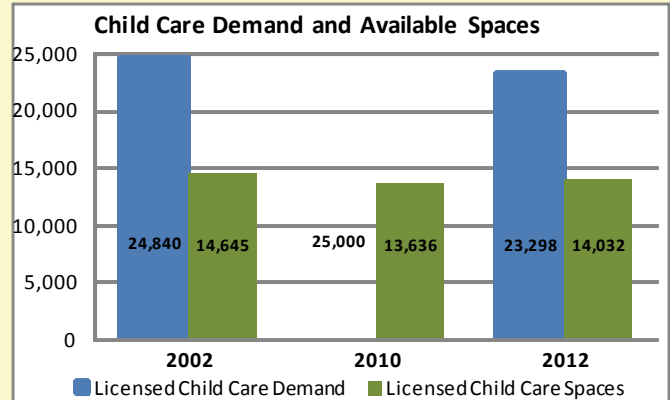
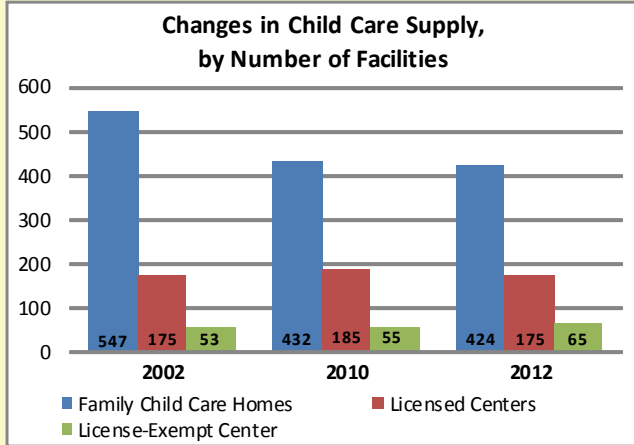
Child Care Subsidy Demand and Availability



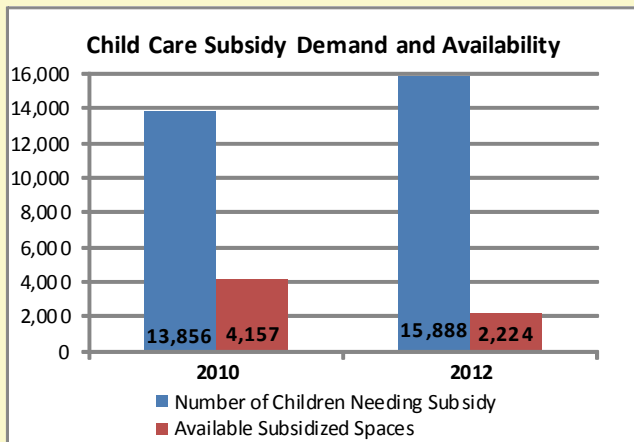
SONOMA COUNTY CHILD CARE TRENDS

SPRING 2013

See back of page for notes on each chart.

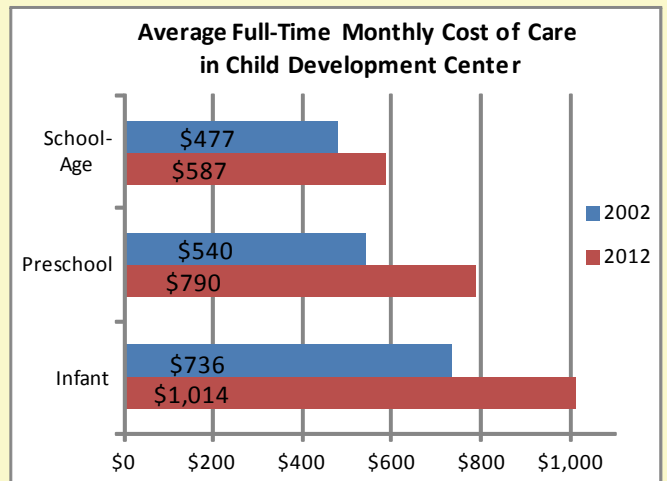
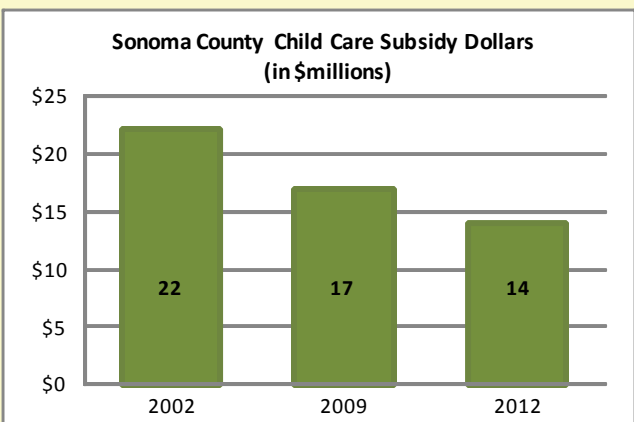


| | 2002 | 2010 | 2012 |
|------------------------------|--------|--------|--------|
| Child Population (ages 0-14) | 92,000 | 93,168 | 75,000 |



Child Care Usage by Provider Type in Alternative Payment (AP) Contracts

| 2012 | TOTALS |
|--|--------|
| Percent of Licensed Providers | 50% |
| Percent of License-Exempt Individual Providers | 50% |



This document is a joint project of



SONOMA COUNTY CHILD CARE TRENDS

SPRING 2013

Changes in Child Care Supply, by Number of Facilities Chart Footnotes

Notes: Although these numbers reflect licensed capacity, not all facilities choose to enroll to maximum capacity.

Data sources: Community Child Care Council of Sonoma County and River to Coast Children's Services

Child Care Demand and Available Spaces Chart Footnotes

Notes: Although there is more demand than there is spaces available, some facilities have openings as available child care may not meet families' needs for the child's age, geographic location, hours, affordability, type of service, quality, etc.

Data sources: The Economic Impact of the Child Care Industry in Sonoma County, 2002; Child Care Needs Assessment - 2009 Sonoma County; 2012 Update Child Care Economic Impact

Child Care Subsidy Demand and Availability Chart Footnotes

Notes: Due to the funding reductions (also shown in the Subsidy Dollars Chart) not only are there fewer subsidized spaces available in existing programs, there have also been closures of several subsidy programs and classrooms.

Data source: Child Care Planning Council of Sonoma County—2012 Zip Code Priorities

Child Care Usage by Provider Type in Alternative Payment (AP) Contracts Chart Footnotes

Notes: Licensed providers = center, preschool, before/after school, or Family Child Care Home (licensed care in provider's home). License-Exempt Individual providers = family, friends and neighbors. Families often choose license-exempt care for evenings, weekends, varying schedules and infant care.

Data sources: Community Child Care Council of Sonoma County and River to Coast Children's Services

Sonoma County Child Care Subsidy Dollars Chart Footnotes

Notes: Statewide, from 2008/09 to 2012/13, there has been a 33% reduction in child care funding (over \$1 billion).

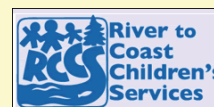
Data source: Child Care Planning Council of Sonoma County

Average Full-Time Monthly Cost of Care in Child Development Center Chart Footnotes

Notes: For a single working parent with two children, child care costs can comprise 25% to 34% of household income.

Data sources: Community Child Care Council of Sonoma County, River to Coast Children's Services

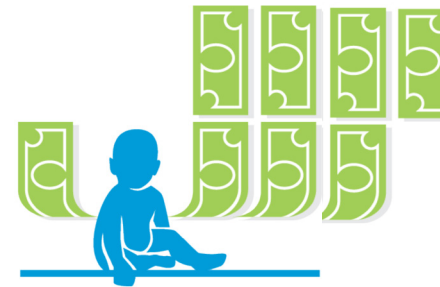
This document is a joint project of



Returns on INVESTMENT

of Early Childhood Education

CHILD CARE, PRESCHOOL AND BEFORE- AND AFTER-SCHOOL PROGRAMS



THERE IS A RETURN OF **\$7 FOR EVERY \$1** SPENT ON EARLY EDUCATION.

Early Edge California, designed by Thermostat, research source: Schweinhart, L. J., Montie, J., Xiang, Z., Barnett, W. S., Belfield, C. R., & Nores, M. (2005). Lifetime effects: The HighScope Perry Preschool study through age 40. (Monographs of the HighScope Educational Research Foundation, 14). Ypsilanti, MI: HighScope Press.



For every \$1 spent on early childhood education, an additional 73¢ is produced in the local economy.

Every 4 jobs in early childhood education create 1 additional full time job within our community in other sectors.

Early Childhood Education WORKS!

Early education investment

generates \$90.2 million

of additional revenue in Sonoma County

Nationwide studies reveal that investing early in children's education yields a list of benefits that go beyond test scores:



How to invest:

- Be a champion for public investments in early childhood education.
- Invest your resources in early childhood education programs in your neighborhood.

For more information and data sources, please see Economic Impact Report at:

www.scoe.org/ccpc



CHILD CARE PLANNING COUNCIL OF SONOMA COUNTY

Early Childhood Education Sonoma County Fact Sheet 2013

County Economics –

- \$123.8 million is spent annually on early childhood education in Sonoma County.
- This spending creates an additional impact of \$90.2 million in the local economy, for a total impact of \$214 million. For every direct dollar spent on early childhood education, an additional \$0.73 is generated in the local economy.
- Draws over \$27 million in State and Federal early childhood education funds
- Early childhood education employs a total of 3,507 full-time equivalent jobs countywide.
- For every 4 direct jobs in early childhood education, an extra full time job is created in the Sonoma County economy in other industries, including bookkeeping, tax compliance and audits, agriculture (food), and other suppliers.

Supply and Demand –

- 664 providers
 - 424 Family Child Care Homes
 - 175 Licensed Centers
 - 65 License-Exempt Centers
- 14,032 total licensed early childhood education spaces in the County
- Conservative estimate of early childhood education demand for licensed spaces is 23,298 children
- Total shortfall of early childhood education spaces is about 9,266

Child Care Costs –

- On average 25% to 33% of the typical family's expenses in Sonoma County is spent on early childhood education. For low-income single parents this percentage is even higher.
 - Infant care average monthly cost at FCCHs \$910; Centers \$1,014
 - Preschool average monthly cost at FCCHs is \$849; Centers \$790
 - School age average monthly costs at FCCHs \$706; Centers \$587
- Wages in the child care industry are much lower than in other service industries in the County; the average wage is \$12.37 per hour for FCCH educators and \$14.38 per hour for Center-based educators.

Subsidy Shortfall –

- About 15,888 children potentially eligible for subsidized child care and 2,224 subsidized spaces available (14% of need met). 13,664 un-served.





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: December 10, 2013

Vote Requirement: 4/5

Department or Agency Name(s): Transportation and Public Works

Staff Name and Phone Number:

Susan Klassen (707) 565-2231

Supervisorial District(s):

Second District

Title: Resolution of Necessity, Adobe Road Signal at East Washington Street Project

Recommended Actions:

Determine that the acquisition of real property for the Adobe Road Signal at East Washington Street Project ("Project") is necessary for public purposes; Approve resolution authorizing acquisition and condemnation of real property necessary for public purposes for the properties identified as lands of Sonoma County Agricultural Preservation and Open Space District (open space easement interest on APN 136-070-043); Vaca (APN 136-070-004); and Gray/Nelson (APN 136-060-056); Authorize and direct County Counsel and the Transportation and Public Works Director to take all steps necessary to obtain said property rights, including exercise of eminent domain, if necessary.

Executive Summary:

The staff of the Department of Transportation and Public Works ("Department") is proposing to signalize the intersection of Adobe Road and East Washington St. The project is required to meet increasing traffic demands and to improve safety conditions at this location. Safety is also a concern at this intersection due to its accident history. Federal funds (High Risk Rural Road program) were awarded to the County to improve the intersection.

Because of the federal funds, there was an extensive environmental process, requiring both CEQA and NEPA that took almost 3 years to complete before right-of-way acquisition could take place. The project has now reached this stage of development and we can now move forward with this phase. The subject of this resolution is the initiation of eminent domain to obtain legal possession of land and/or easements from three subject properties.

Right-of-way must be acquired from four separate subject properties adjoining the intersection in order to construct the project. Formal offers to acquire the necessary road right-of-way were made to the subject property fee owners and a formal notification per was provided to the holder of an open space easement on one of the subject properties. At this time, negotiations have not been concluded on two of the fee ownerships and on an open space easement interest on a third subject property. These three

ownership interests are the subjects of this resolution.

The background for each subject property ownership interest is as follows:

Sonoma County Agricultural Preservation and Open Space District (SCAPOS D): SCAPOS D holds an open space easement over the areas to be acquired. The fee simple owner of the property, Radha Soami Society Beas-America, a non-profit religious organization, has graciously agreed to donate the required right-of-way and has executed the necessary acquisition documents. However, SCAPOS D must execute a Quitclaim Deed so the Department can obtain clear title to the proposed right-of-way acquisition areas. SCAPOS D has requested compensation for the impacts to their conservation easement resulting from the Department's fee and easement acquisitions.

In order to assure the project schedule remains on track, the County must initiate the eminent domain process and does so with the acknowledgment and cooperation of SCAPOS D. A tentative agreement between the Department and SCAPOS D staff has been reached but a final approval from SCAPOS D's Board of Directors has not yet been obtained. SCAPOS D appeared before their Board of Directors earlier on today's agenda to request execution of a Quitclaim Deed to the County. If the SCAPOS D Board of Directors approves the execution of the Quitclaim Deed, the County will not need to include this ownership interest in the hearing and Resolution of Necessity.

The 78.33 acre subject property parcel is located at the southwesterly corner of the road intersection and is improved with the Science of the Soul Study Center, a spiritual center. A formal offer was made to the fee owner on 8/27/13. An official notice to SCAPOS D was sent on October 9, 2013. Right-of-way required from this property consists of a 9,021 sq. ft. fee simple strip; a 9,645 sq. ft. drainage easement; a PG&E public utility easement for overhead transmission lines (3,835 total sq. ft.) and associated pole guy line anchor (29 sq. ft.); and a PG&E public utility easement for a pole guy line anchor (150 sq. ft.) associated with overhead utility distribution lines. In accordance with California Code of Civil Procedure Section 1240.610, the County asserts that County's proposed partial acquisition and use is a more necessary public use than SCAPOS D's use of the same limited area.

Vaca: A formal offer was made to the owner on 8/27/13. This 29-acre agricultural property is located at the southeasterly corner of the road intersection. The property is improved with two small residences and various farm outbuildings. The owner operates a seasonal pumpkin patch business on this parcel. Right-of-way required from this property consists of a 12,113 sq. ft. roadway and utility easement, a PG&E public utility easement for overhead transmission lines (852 total sq. ft.); and a PG&E public utility easement for overhead distribution lines (6,971 sq. ft.) and associated pole guy line anchor (50 sq. ft.). The owner is concerned about potential impacts to his pumpkin patch operation (loss of customer parking area) and the amount of compensation offered.

Gray/Nelson: A formal offer was made to the owners on 8/27/13. This 105.86 acre agricultural property is located at the northeasterly corner of the road intersection. The property is improved with the owners' residence, horse barn, covered riding arena, and facilities associated with their dog training and kennel business. A portion of this property is leased for cattle grazing. Right-of-way required from this property consists of a 6,763 sq. ft. roadway and utility easement; a PG&E public utility easement for overhead utility distribution lines (888 sq. ft.); and a pole guy line anchor (16 sq. ft.). The owners are concerned about vehicle access and the purchase agreement language.

In order to initiate the eminent domain process, the Board must now hold a hearing and then adopt a Resolution of Necessity which provides the following:

1. A description of the property location and the use for which the property is to be used.
2. Certifies that an offer, in accordance with legal statutes, has been made to the owners of record.
3. Certifies that public interest and necessity require the project.
4. Certifies that the project is planned in a manner which is most compatible with the greatest public good and least private injury.
5. Certifies that the property is required for the Project.

In accordance with California Code of Civil Procedure Section 1240.610, the County asserts that it's proposed partial acquisition and use is a more necessary public use than SCAPOSD's open space easement use, portions of which will be displaced and/or encumbered by County's acquisition and use.

A hearing notification letter was sent to the owner at least 15 days prior to the scheduled hearing per Section 1245.235, Code of Civil Procedure.

Transportation and Public Works and County Counsel recommend that the Board of Supervisors make the following actions:

1. Determine that the acquisition of real property for the Adobe Road Signal at East Washington Street Project ("Project") is necessary for public purposes.
2. Approve resolution authorizing acquisition and condemnation of real property necessary for public purposes for the properties identified as lands of Sonoma County Agricultural Preservation and Open Space District (open space easement interest on APN 136-070-043); Vaca (APN 136-070-004); and Gray/Nelson (APN 136-060-056).
3. Authorize and direct County Counsel and the Transportation and Public Works Director to take all steps necessary to obtain said property rights, including exercise of eminent domain, if necessary.

The Board is also being asked to approve a right-of-way contract for a public utility easement on a fourth subject property for this project on December 10, 2013.

Prior Board Actions:

None.

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

Provide a safe and modern intersection on a primary arterial road providing access to the easterly side of Petaluma.

Fiscal Summary - FY 13-14

| Expenditures | | Funding Source(s) | |
|---------------------------|--------------------|--------------------------|--------------------|
| Budgeted Amount | \$ 100,000 | | \$ |
| Add Appropriations Req'd. | \$ | State/Federal | \$ 100,000 |
| | \$ | Fees/Other | \$ |
| | \$ | Use of Fund Balance | \$ |
| | \$ | Contingencies | \$ |
| | \$ | | \$ |
| Total Expenditure | \$ 100,000* | Total Sources | \$ 100,000* |

Narrative Explanation of Fiscal Impacts (If Required):

*Estimated cost included above, at this time the actual cost of acquiring the properties is not known and will be dependent on whether eminent domain is necessary. The project is funded with a Federal Highway Safety Improvement Program grant, Proposition 1B, and Countywide Traffic Mitigation funds. Appropriations are available in the 2013-14 Road Improvements index.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

None.

Attachments:

Resolution; Resolution Exhibits A, B, C; Acquisition Maps 1, 2, 3, 4; Location Map

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

None.



County of Sonoma
State of California

Date: December 10, 2013

Item Number: _____

Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Authorizing Acquisition and Condemnation Of Real Property Necessary For The Adobe Road
Signal at East Washington Street Project. (Second Supervisorial District)**

Whereas, the County of Sonoma, State of California, proposes to acquire real property (hereinafter described in detail in the Exhibits "A," "B," and "C" attached) for the Adobe Road Signal at East Washington Street Project; and

Whereas, the project has met all the requirements of Government Code §65402 for General Plan consistency; and

Whereas, the project has been reviewed and has met all the requirements of the California Environmental Quality Act and the National Environmental Protection Act.

Whereas, in accordance with California Code of Civil Procedure Section 1240.610, the County of Sonoma asserts that its proposed use of the property described in Exhibit "A" attached is a more necessary public use than SCAPOSD's open space easement use which will be displaced and/or encumbered by the County's proposed acquisition and use.

Now, Therefore, Be It Resolved that the Board of Supervisors of the County of Sonoma resolves and finds as follows:

1. The public use for which the properties are to be taken is for the purpose of constructing roadway improvements in the unincorporated area east of Petaluma.
2. The statute that authorizes the County to acquire the properties by eminent domain is Government Code §25350.5.
3. The general location and extent of the properties to be taken, with sufficient detail for reasonable identification, is described in Exhibits "A," "B," and "C" attached.
4. The public interest and necessity require this project.

Resolution #

Date:

Page 2

5. This project is planned and located in the manner that will be most compatible with the greatest public good and the least private injury.
6. The properties described in this resolution are necessary for this proposed project.
7. The acquisition, construction, and completion by the County of the public improvements and the use of the properties described in this resolution are a public use authorized by law.
8. It is necessary under all the facts and circumstances that the real property described in this resolution be acquired in fee and easement except where a lesser estate or interest is specifically designated.
9. An offer required by Government Code §7267.2 has been made to the owner or owners of each property.

Be It Further Resolved that the County of Sonoma proposes to acquire the real property herein concerned for said public improvements purposes by donation, purchase, or condemnation in accordance with the provisions of California law relating to eminent domain, and that the County Counsel of Sonoma County be and is hereby authorized and directed to institute and prosecute in the name of the County such suit or suits in the proper court having jurisdiction thereof, as shall be necessary to condemn said real property for such public use.

Be It Further Resolved that should it appear from declaration of the Director of Transportation and Public Works of the County of Sonoma that construction of public improvements and utilities herein concerned necessitates the taking of possession of the real property described in Exhibits "A," "B," and "C" attached prior to final determination of the suit or suits authorized, application shall be made to the court for an order authorizing County to take immediate possession of and to sue the property sought to be condemned; and that the County deposit probable just compensation with said court in such manner as the law may direct out of proper funds held by or provided to County, and should said funds be payable from money on hand with the Treasurer of Sonoma County that the Auditor and Treasurer of Sonoma County be and they are hereby authorized to issue and honor warrants for the payment of said amounts as aforesaid.

Be It Further Resolved that the Director of Transportation and Public Works and the County Counsel acting together be and they are hereby authorized to take all steps necessary to obtain said real property rights in connection with the Project, including such steps which may be required through the process of eminent domain including employment at rates of compensation standard in this area such appraisers, engineers,

Resolution #

Date:

Page 3

and other expert witnesses as they deem necessary to the preparation for trial and, upon receipt of the appropriate claim forms approved by the Director of Transportation and Public Works, the Auditor and Treasurer are authorized and directed to issue and honor warrants in payment for said service.

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

Resolution Exhibit A

RECORDING REQUESTED BY

COUNTY OF SONOMA
.....

**WHEN RECORDED, RETURN
TO
EXECUTIVE SECRETARY,
DEPARTMENT OF
TRANSPORTATION AND
PUBLIC WORKS**

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

Record free per Gov. Code 6103. Required by Sonoma County Dept. of Transportation and Public Works for a public works project.

QUITCLAIM DEED

**SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT,
a public agency formed pursuant to the provisions of Public Resources Code sections 5500 et seq.,**

does hereby release and quitclaim to the

COUNTY OF SONOMA, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA,

all that real property in the County of Sonoma, State of California, described as follows:

See Exhibits "A-1," "A-2," "A-3," and "A-4" attached

It is understood that the present intention of the County of Sonoma is to construct and maintain public roadway improvements on the lands hereinabove described, and the undersigned, for the grantor and the grantor's successors and assigns, hereby waives any claim for any and all damages to the remaining property of which the above-described parcels are a part, by reason of the location, construction, landscaping or maintenance of said roadway improvements.

Dated this _____ day of _____, 20_____.

Chair, Board of Directors
Sonoma County Agricultural Preservation and Open Space District

Document No. 5602-50-3

Project Name: Adobe Road Signal at East Washington St.
APN: 136-070-043
Postmile: 14.16-14.25 Rt. (Adobe Road); 10.96-11.01 Rt. (E. Washington St.)
Parcel: 5602-50
Fee Owner: Radha Soami Society Beas-America, a non-profit religious organization



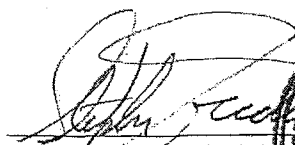
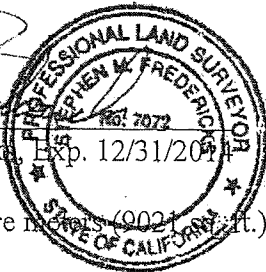
EXHIBIT "A"

Being a portion of the lands of the Radha Soami Society Beas-America as described in that deed recorded as Document Number 2001-023756 of Official Records, Sonoma County Records, being more particularly described as follows:

Beginning at a point on the existing right of way of the County of Sonoma as described in that deed recorded as Document Number 1998-031455 of Official Records, Sonoma County Records said point being 13.920 meters right of Station 12+70.000 of the Engineer's 'A' Centerline as shown on that Record of Survey recorded in Book 701 of Maps at Page 15, Sonoma County Records; thence radial to said centerline South 36°01'41" West, 4.930 meters to a point on the Revised Proposed Right of Way as shown on that Record of Survey; thence along said Revised Proposed Right of Way South 54°44'12" East, 59.325 meters; thence South 55°04'16" East, 54.000 meters; thence South 24°24'26" East, 11.700 meters; thence South 35°44'51" West, 46.000 meters; thence South 30°36'50" West, 17.863 meters to a point on the existing right of way of the County of Sonoma as described in that deed recorded as Document Number 1998-031455 of Official Records, Sonoma County Records; thence along said existing right of way North 38°12'07" East, 9.685 meters; thence North 41°11'09" East, 46.877 meters; thence North 35°44'51" East, 10.441 meters to the beginning of a curve whose radius point bears North 54°15'00" West, 6.096 meters; thence northeasterly, northerly and northwesterly along said curve through a central angle of 89°44'09" a distance of 9.547 meters; thence North 54°04'16" West, 123.830 meters to the Point of Beginning.

Basis of Bearings: That Record of Survey recorded in Book 701 of Maps at Page 15, Sonoma County Records.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyor's Act.


Stephen M. Frederick, Exp. 12/31/2014


Containing 838 square meters (202,100 sq. ft.), more or less

Parcel: 5602-50-1
Revised: 8/1/2013

Road Name: Adobe Road
Road #: 5602
Postmile: 14.16-14.25 Rt.

Road Name: East Washington Street
Road #: 5707
Postmile: 10.96-11.01 Rt.



RECORDING REQUESTED BY

COUNTY OF SONOMA

.....

WHEN RECORDED, RETURN
TO
EXECUTIVE SECRETARY
DEPARTMENT OF
TRANSPORTATION AND
PUBLIC WORKS

APN 136-070-043 (ptn.)

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

Record free per Gov. Code 6103. Required by Sonoma
County Dept. of Transportation and Public Works for
public works project.
C02166 Adobe Road at East Washington Street

GRANT OF EASEMENT

Radha Soami Society Beas-America,
a non-profit religious organization

GRANT(S) TO: THE COUNTY OF SONOMA, A POLITICAL SUBDIVISION
OF THE STATE OF CALIFORNIA

AN EASEMENT FOR STORM DRAINAGE PURPOSES to construct, reconstruct, install, inspect, maintain, replace, remove, and use facilities of the type hereinafter specified, together with a right of ingress thereto and egress therefrom on, under, over, and across the lands described below.

The specified facilities shall consist of, but not necessarily be limited to, the following:

Storm drainage facilities and appurtenances thereto for use by the public, including underground conduits, drainage channels and ditches, culverts, and appurtenances; also the right to construct, maintain and reconstruct any such facilities mentioned above. Said easement shall also include the right to excavate or fill the easement for the full width and to a reasonable depth thereof.

The lands within the easement are more particularly described as follows:

All that Real property situated in the unincorporated area of the County of Sonoma, State of California, described as follows:

SEE EXHIBIT "A" ATTACHED

Document: 5602-50-2
Revised: 8/1/2013

By: _____

Dated _____, 20____

By: _____

Resolution Exhibit A- Exhibit A-2


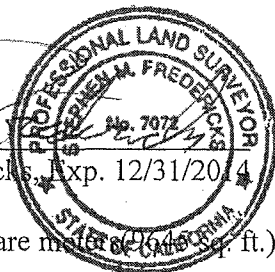
EXHIBIT "A"

Being a portion of the lands of the Radha Soami Society Beas-America as described in that deed recorded as Document Number 2001-023756 of Official Records, Sonoma County Records, being more particularly described as follows:

Beginning at a point on the existing right of way of the County of Sonoma as described in that deed recorded as Document Number 1998-031455 of Official Records, Sonoma County Records said point being 13.920 meters right of Station 12+70.000 of the Engineer's 'A' Centerline as shown on that Record of Survey recorded in Book 701 of Maps at Page 15, Sonoma County Records; thence radial to said centerline South 36°01'41" West, 4.930 meters to a point on the Revised Proposed Right of Way as shown on that Record of Survey; thence along said Revised Proposed Right of Way South 54°44'12" East, 59.325 meters; thence South 55°04'16" East, 6.035 meters to a point that bears radially from Station 13+35.000 of the Engineer's 'A' Centerline; thence South 34°55'33" East, 11.429 meters, to a point that bears 30.000 meters right of said Station 13+35.000; thence North 54°26'18" West, 75.664 meters, to a point that bears 30.000 meters right of Station 12+60.000; thence North 36°11'51" East, 16.048 meters to a point on the existing right of way of the County of Sonoma as described in that deed recorded as Document Number 1998-031455 of Official Records, Sonoma County Records; thence along said existing right of way South 54°44'16" East, 10.041 meters to the Point of Beginning.

Basis of Bearings: That Record of Survey recorded in Book 701 of Maps at Page 15, Sonoma County Records.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyor's Act.


Stephen M. Frederick, Exp. 12/31/2014


Containing 896 square meters (2045 sq. ft.), more or less

Document: 5602-50-2
Revised: 8/1/2013

Road Name: Adobe Road
Road #: 5602
Postmile: 14.15-14.20 Rt.

Resolution Exhibit A- Exhibit A-3

SINGLE LINE OF TOWERS (REV. 01/11)

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
245 Market Street, N10A, Room 1015
P.O. Box 770000
San Francisco, California 94177

Location: City/Uninc _____

Recording Fee \$ _____

Document Transfer Tax \$ _____

This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911).

Computed on Full Value of Property Conveyed, or

Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale

Signature of declarant or agent determining tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

LD 2405-07-1327

EASEMENT DEED

2013149 (01-13-059) 05 13 00
Adobe Rd Widening

RADHA SOAMI SOCIETY BEAS-AMERICA, a non-profit religious organization,

hereinafter called Grantor, in consideration of value paid by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called Grantee, the receipt whereof is hereby acknowledged, hereby grants to Grantee the right to erect, construct, reconstruct, replace, remove, maintain and use a line of towers with such wires and cables as Grantee shall from time to time suspend therefrom for the transmission and distribution of electric energy, and for communication purposes, and all necessary and proper foundations, footings, crossarms and other appliances and fixtures for use in connection with said towers, wires and cables, together with a right of way, on, along and in all of the hereinafter described easement area lying within Grantor's lands which are situate in the Unincorporated area of Sonoma County, State of California, and are described as follows:

(APN 136-070-043)

The parcel of land described in the deed from Andrew Berliner and James Rosen to Radha Soami Society Beas-America dated March 2, 2001 and recorded as Document No. 2001-023756, Sonoma County Records.

The aforesaid easement area is described as follows:

PARCEL 1 and PARCEL 2 as described in EXHIBIT "A" and shown on EXHIBIT "B" attached hereto and made a part hereof.

Resolution Exhibit A- Exhibit A-3

Grantor further grants to Grantee the right to install, replace, maintain and use an anchor with appurtenant guy wires within the strip of land described as follows:

PARCEL 3 as described in EXHIBIT "A" and shown on EXHIBIT "B" attached hereto and made a part hereof.

Grantor further grants to Grantee:

(a) the right of ingress to and egress from said easement area over and across said lands by means of roads and lanes thereon, if such there be, otherwise by such route or routes as shall occasion the least practicable damage and inconvenience to Grantor, provided, that such right of ingress and egress shall not extend to any portion of said lands which is isolated from said easement area by any public road or highway, now crossing or hereafter crossing said lands;

(b) the right, from time to time, to trim or to cut down any and all trees and brush now or hereafter within said easement area, and shall have the further right, from time to time, to trim and cut down trees and brush along each side of said easement area which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder, or as Grantee deems necessary to comply with applicable state or federal regulations;

(c) the right from time to time to enlarge, improve, reconstruct, relocate and replace any towers constructed hereunder with any other number or type of towers either in the original location or at any alternate location or locations within said easement area;

(d) the right to install, maintain and use gates in all fences which now cross or shall hereafter cross said easement area; and

(e) the right to mark the location of said easement area by suitable markers set in the ground; provided that said markers shall be placed in fences or other locations which will not interfere with any reasonable use Grantor shall make of said easement area.

Grantee hereby covenants and agrees:

(a) not to fence said easement area;

(b) to repair any damage it shall do to Grantor's private roads or lanes on said lands; and

(c) to indemnify Grantor against any loss and damage which shall be caused by any wrongful or negligent act or omission of Grantee or of its agents or employees in the course of their employment, provided, however, that this indemnity shall not extend to that portion of such loss or damage that shall have been caused by Grantor's comparative negligence or willful misconduct.

Resolution Exhibit A- Exhibit A-3

Grantor reserves the right to use said easement area for purposes which will not interfere with Grantee's full enjoyment of the rights hereby granted; provided that Grantor shall not erect or construct any building or other structure, or drill or operate any well, or construct any reservoir or other obstruction within said easement area, or diminish or substantially add to the ground cover in said easement area, or construct any fences that will interfere with the maintenance and operation of said facilities.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Dated _____, 20_____.

RADHA SOAMI SOCIETY BEAS-AMERICA,
a non-profit religious organization,

By _____

Print Name

Print Title

By _____

Print Name

Print Title

Resolution Exhibit A- Exhibit A-3

EXHIBIT "A"

Parcel 1

Being a portion of the lands of the Radha Soami Society Beas-America as described in that deed recorded as Document Number 2001-023756 of Official Records, Sonoma County Records, being more particularly described as follows:

Commencing at a point on the existing right of way of the County of Sonoma as described in that deed recorded as Document Number 1998-031455 of Official Records, Sonoma County Records said point being 45.67 feet (13.920 meters) right of Station 12+70.000 (41+66.66 feet) of the Engineer's 'A' Centerline as shown on that Record of Survey recorded in Book 701 of Maps at Page 15, Sonoma County Records; thence radial to said centerline South 36°01'41" West, 16.17 feet (4.930 meters) to a point on the Revised Proposed Right of Way as shown on that Record of Survey; thence along said Revised Proposed Right of Way South 54°44'12" East, 82.51 feet (25.149 meters) to the Point of Beginning; thence South 54°44'12" East, 112.13 feet (34.177 meters); thence South 55°04'16" East, 177.17 feet (54.000 meters); thence South 24°24'26" East, 19.80 feet (6.035 meters); thence leaving said Revised Proposed Right of Way, North 54°53'53" West, 195.19 feet (59.494 meters); thence North 49°50'44" West, 111.60 feet (34.016 meters) to the Point of Beginning.

Containing 2356 sq. ft., more or less.

Parcel: 5602-50-3

Parcel 2

Being a portion of the lands of the Radha Soami Society Beas-America as described in that deed recorded as Document Number 2001-023756 of Official Records, Sonoma County Records, being more particularly described as follows:

Beginning at a point on the existing right of way of the County of Sonoma as described in that deed recorded as Document Number 1998-031455 of Official Records, Sonoma County Records said point being 45.67 feet (13.920 meters) right of Station 12+70.000 (41+66.66 feet) of the Engineer's 'A' Centerline as shown on that Record of Survey recorded in Book 701 of Maps at Page 15, Sonoma County Records; thence radial to said centerline South 36°01'41" West, 9.12 feet (2.780 meters); thence North 49°50'44" West, 153.55 feet (46.802 meters); thence North 40°05'49" East, 9.84 feet (2.999 meters) to a point on the existing right of way of the County of Sonoma; thence South 54°04'16" East, 78.56 feet (23.945 meters) to a point on the existing right of way of the County of Sonoma as described in that deed recorded as Document Number 1998-031455 of Official Records, Sonoma County Records; thence along last said existing right of way South 35°45'28" West, 12.00 feet (3.658 meters); thence South 54°04'16" East, 73.83 feet (22.503 meters) to the Point of Beginning.

Containing 1479 sq. ft., more or less.

Parcel: 5602-50-6

Parcel 3

Being a portion of the lands of the Radha Soami Society Beas-America as described in that deed recorded as Document Number 2001-023756 of Official Records, Sonoma County Records, being more particularly described as follows:

Resolution Exhibit A- Exhibit A-3

Being a strip of land of the uniform width of 5 feet extending southwesterly from the southwesterly line of herein above described and designated Parcel 1 and being 2.5 feet on each side of the following described line.

Commencing at a point on the existing right of way of the County of Sonoma as described in that deed recorded as Document Number 1998-031455 of Official Records, Sonoma County Records said point being 45.67 feet (13.920 meters) right of Station 12+70.000 (41+66.66 feet) of the Engineer's 'A' Centerline as shown on that Record of Survey recorded in Book 701 of Maps at Page 15, Sonoma County Records; thence radial to said centerline South 36°01'41" West, 16.17 feet (4.930 meters) to a point on the Revised Proposed Right of Way as shown on that Record of Survey; thence along said Revised Proposed Right of Way South 54°44'12" East, 82.51 feet (25.149 meters); thence South 54°44'12" East, 112.13 feet (34.177 meters); thence South 55°04'16" East, 177.17 feet (54.000 meters); thence South 24°24'26" East, 19.80 feet (6.035 meters); thence leaving said Revised Proposed Right of Way, North 54°53'53" West, 195.19 feet (59.494 meters) to the Point of Beginning; thence South 37°49'59" West, 5.65 feet (1.722 meters) to the end of said strip.

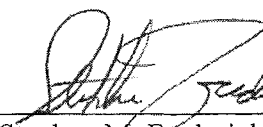
The sidelines of said strip shall lengthen or shorten so as to terminate on the southwesterly line of aforesaid Parcel 1.


Containing 29 sq. ft., more or less.

Parcel: 5602-50-4

Basis of Bearings: That Record of Survey recorded in Book 701 of Maps at Page 15, Sonoma County Records.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyor's Act.


Stephen M. Fredericks



Revised: 7/30/2013

FOR REFERENCE PURPOSES ONLY

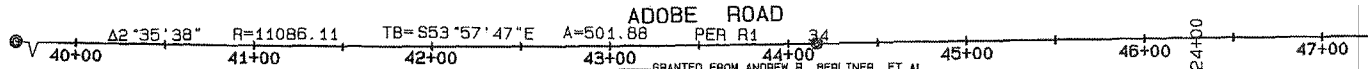


1" = 100

BUCKEYE RANCH FAMILY LIMITED PARTNERSHIP
 LOT 11, MNS 99-0004 (626M34) [R-1]. SCR
 APN: 136-30-015
 DOC. No. 2001 147793

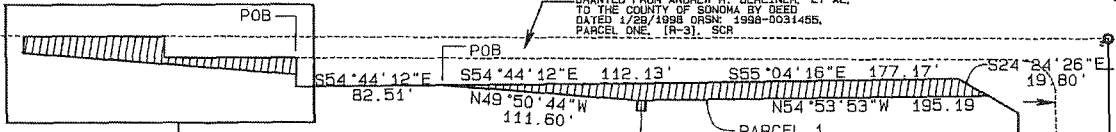
CAMILLA J GRAY &
 KURT E NELSON
 LOT 4, PM 7859
 (374M3) [R-2]. SCR
 APN: 136-060-056
 DOC. No. 2009 098380

PARCEL "A" (626M34)
 3-FT WIDE R/W DEDICATION
 PM NO. MNS 99-004 [R-1]

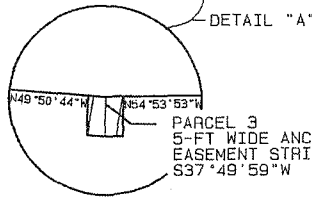
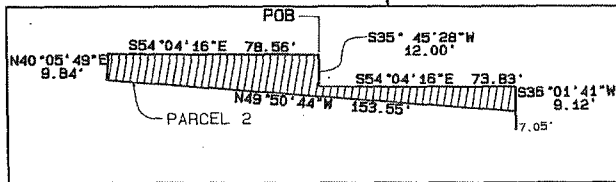


GRANTED FROM ANDREW R. BERLINER, ET AL.
 TO THE COUNTY OF SONOMA BY DEED
 DATED 1/28/1998 ORSN: 1998-0031455.
 PARCEL ONE, [R-3]. SCR

JAIME VACA
 A.P. 136-070-004
 DOC. No. 2013 025677



DETAIL "B"



PARCEL 3
 5-FT WIDE ANCHOR
 EASEMENT STRIP
 S37°49'59"W 5.65'

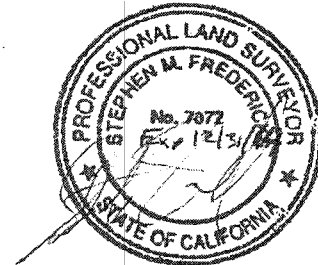
RANCHO RETALUMA

GRANTED FROM ANDREW R. BERLINER, ET AL.
 TO THE COUNTY OF SONOMA BY DEED
 DATED 1/28/1998 ORSN: 1998-0031455.
 PARCEL TWO, [R-3]. SCR

LEGEND

- EASEMENT LINE
- RIGHT OF WAY LINE
- - - - - HISTORIC RIGHT OF WAY LINE
- POB POINT OF BEGINNING
- SCR SONOMA COUNTY RECORDS
- ORSN OFFICIAL RECORD SERIES NUMBER
- ⊙ #5 REBAR, 2 1/2" CAP SONOMA COUNTY DOTPW
- R1 701 MAPS, PAGE 4

RADHA SOAMI SOCIETY BEAS-AMERICA
 a non-profit religious organization.
 Deed dated March 2, 2001
 ORSN: 2001-023756, SCR
 APN: 136-070-043



**EXHIBIT "B" TRANSMISSION ELECTRIC
 OVERHEAD AND ANCHOR EASEMENTS**

T5N R7W

| | | | | |
|---------------------------------|-----------------|-------------|----------------|-------------|
| PROJECT: ADOBE AT E. WASHINGTON | DATE: JULY 2013 | RADHA SOAMI | JOB NO. C02279 | PAGE 1 OF 1 |
|---------------------------------|-----------------|-------------|----------------|-------------|

Resolution Exhibit A- Exhibit A-3

Resolution Exhibit A- Exhibit A-4



Distribution Easement (Rev. 04/13)

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
Land Services Office
1850 Gateway Blvd., 7th Floor
Concord, CA 94520

Location: City/Uninc _____

Recording Fee \$ _____

Document Transfer Tax \$ _____

- This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911).
- Computed on Full Value of Property Conveyed, or
- Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale

Signature of declarant or agent determining tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

LD# 2405-07-

EASEMENT DEED

RADHA SOAMI SOCIETY BEAS-AMERICA, a non-profit religious organization,

hereinafter called Grantor, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called Grantee, the right from time to time to construct, reconstruct, install, inspect, maintain, replace, remove, and use facilities of the type hereinafter specified, together with a right of way therefor, within the easement area as hereinafter set forth, and also ingress thereto and egress therefrom, over and across the lands of Grantor situate in the Unincorporated area of Sonoma County, State of California, described as follows:

(APN 136-070-038)

The parcel of land described in the deed from Andrew Berliner and James Rosen to Radha Soami Society Beas-America dated March 2, 2001 and recorded as Document No. 2001-023756, Sonoma County Records.

Said facilities and easement area are described as follows:

Such anchors, guy wires and cables, guy stubs, and fixtures as Grantee deems necessary located within the strip of land described as follows:

STRIP 1 as described in EXHIBIT "A" and shown on EXHIBIT "B" attached hereto and made a part hereof.

Grantor further grants to Grantee the right, from time to time, to trim or to cut down any and all trees and brush now or hereafter within said easement area, and shall have the further right, from time to time, to trim and cut down trees and brush along each side of said easement area which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder, or as Grantee deems necessary to comply with applicable state or federal regulations.

Grantor shall not erect or construct any building or other structure or drill or operate any well within said easement area.

Resolution Exhibit A- Exhibit A-4

Distribution Easement Rev. (04/13)

Grantor further grants to Grantee the right to assign to another public utility as defined in Section 216 of the California Public Utilities Code the right to install, inspect, maintain, replace, remove and use communications facilities within easement area (including ingress thereto and egress therefrom).

The legal description herein, or the map attached hereto, defining the location of this utility distribution easement, was prepared by Grantee pursuant to Section 8730 (c) of the Business and Professions Code.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

Dated: _____, _____.

RADHA SOAMI SOCIETY BEAS-AMERICA,
a non-profit religious organization,

By _____

Print Name

Print Title

By _____

Print Name

Print Title

Resolution Exhibit A- Exhibit A-4

Distribution Easement Rev. (04/13)

Area 7, North Coast

Land Service Office: Concord RMC

Operating Department: Electric Distribution

USGS location (MDB&M, T5N, R7W, Section 23, NW/4)

FERC License Number(s): N/A

PG&E Drawing Number(s): 30281251_5

PLAT NO.: MM-30

LD of any affected documents: N/A

LD of any Cross-referenced documents: N/A

TYPE OF INTEREST: 3, 6, 43

SBE Parcel Number: N/A

(For Quitclaims, % being quitclaimed) N/A

Order # or PM #: 30281251

JCN: 01-13-059

County: Sonoma

Utility Notice Numbers: N/A

851 Approval Application No. N/A Decision

Prepared By: J. Steven (JKSZ)

Checked By: C. Yada (CAY7)

Revision Number: 0

Resolution Exhibit A- Exhibit A-4

LD 2405-07-
Electric Distribution Easement
30281251-5

EXHIBIT "A"

STRIP 1:

A strip of land of the uniform width of 10 feet extending northwesterly from the northwesterly right of way line of East Washington Street (Now being 82.30 feet wide) and lying 5 feet on each side of the line described as follows:

Commencing at the southwesterly terminus of a course in the northwesterly line of East Washington Street, as described in the Grant Deed from Andrew R. Berliner and James Rosen to the County of Sonoma by deed dated January 29, 1998 and recorded as PARCEL TWO as Document Number 1998-0031455, Sonoma County Records, said line according to said deed having a bearing of N 35°20'37" E and a length of 134.32 feet (North 35°44'50" East for this description), and running thence along said line

(a) north 35°44'50" east 15.56 feet

to the True Point of Beginning of this description; thence leaving said right of way line

(1) north 53°15'32" west 15.00 feet to a point within said lands.

The sidelines of said strip shall be lengthened or shortened as to terminate at the northwesterly right of way line of East Washington Street.

Being a portion of APN: 136-070-038

Contains 150 square feet

And as shown on EXHIBIT "B" attached hereto and made a part hereof.

Resolution Exhibit A- Exhibit A-4

FOR REFERENCE PURPOSES ONLY

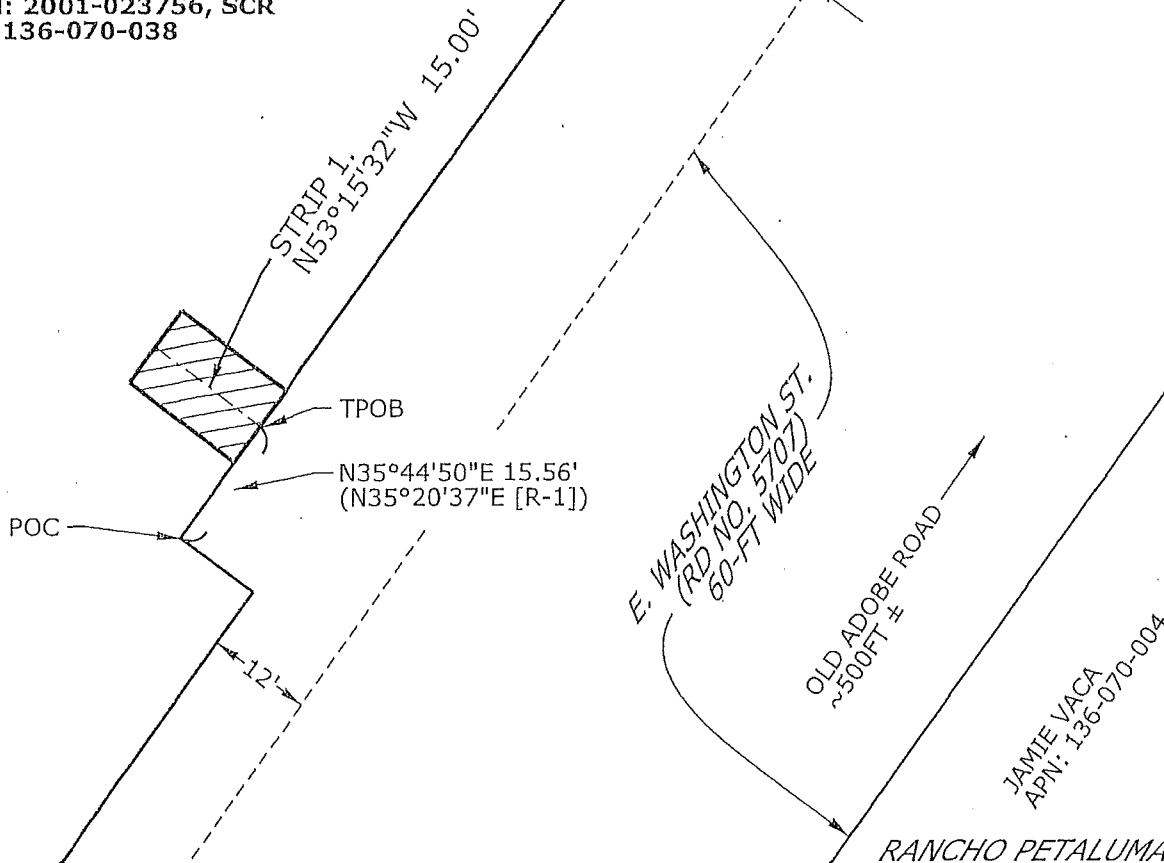
LEGEND

- 10-FT WIDE ANCHOR EASEMENT CENTERLINE
- RIGHT OF WAY LINE
- ORIGINAL RIGHT OF WAY
- FOUND IRON PIPE
- [R-1] DEED TO SONOMA COUNTY (1998-0031455)
- ORSN OFFICIAL RECORD SERIES NUMBER
- TPOB TRUE POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- SCR SONOMA COUNTY RECORDS



GRANTED TO THE COUNTY OF SONOMA BY DEED DATED 1/29/1998
ORSN: 1998-0031455,
PARCEL TWO, SCR

RADHA SOAMI SOCIETY BEAS-AMERICA,
a non-profit religious organization,
Deed dated March 2, 2001
ORSN: 2001-023756, SCR
APN: 136-070-038



UNLESS OTHERWISE SHOWN ALL COURSES EXTEND TO OR ALONG BOUNDARY LINES

| | | | | | |
|--|-----------------------|----------------------|----------------------|---------------------------|-------------------------|
| Applicant: EXHIBIT "B" | | | | SCALE 1"=20' | DATE 5/22/2013 |
| SECTION (NW/4 SEC.23) | TOWNSHIP (5 NORTH) | RANGE (7 WEST) | MERIDIAN MDB&M | COUNTY OF: SONOMA | CITY OF: PETALUMA |
| PLAT MAP REFERENCES (626M34), (374M3), (701M15) | | | | F.B.: WDCF | DR.BY: JKSZ CH.BY: CAY7 |
| PG&E | | N. COAST DIVISION | 30281251 AUTHORIZ | 30281251-5 DRAWING NO. | |

Resolution Exhibit B

RECORDING REQUESTED BY

COUNTY OF SONOMA

WHEN RECORDED, RETURN
TO
EXECUTIVE SECRETARY
DEPARTMENT OF
TRANSPORTATION AND
PUBLIC WORKS

APN 136-070-004 (ptn.)

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

Record free per Gov. Code 6103. Required by Sonoma County Dept. of Transportation and Public Works for public works project.
C02166 Adobe Road at East Washington Street

GRANT OF EASEMENT

Jaime Vaca,
a married man, as his sole and separate property

**GRANT(S) TO: THE COUNTY OF SONOMA, A POLITICAL SUBDIVISION
OF THE STATE OF CALIFORNIA**

AN EASEMENT FOR ROADWAY AND UTILITY PURPOSES to construct, reconstruct, install, inspect, maintain, replace, remove, and use facilities of the type hereinafter specified, together with a right of way therefor, within a strip or parcel of land or along a route as hereinafter set forth, and also ingress thereto and egress therefrom on, under, over, and across the lands described below.

The specified facilities shall consist of, but not necessarily be limited to, the following:

Roadway facilities and appurtenances thereto for use by the public, including but not limited to motor vehicle use, pavement, curbs, gutters, sidewalks, landscaping, and appurtenances; drainage facilities, including underground conduits, drainage channels and ditches, culverts, and appurtenances; electrical, gas, water, telephone, cable, television, sewer, and street lighting facilities and appurtenances; also uses for pedestrian, equestrian, and non-powered vehicle purposes; and the right to construct, maintain and reconstruct any such roadway or facilities mentioned above.

Said easement shall also include the right to excavate or fill the easement for the full width and to a reasonable depth thereof.

All that Real property situated in the unincorporated area of the County of Sonoma, State of California, described as follows:

SEE EXHIBIT "A" ATTACHED

Document: 5602-51-1

Dated _____, 20____

Resolution Exhibit B - Exhibit A

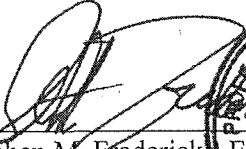
EXHIBIT "A"

Being a portion of the lands of Jaime Vaca as described in that deed recorded as Document Number 2013-025677 of Official Records, Sonoma County Records, being more particularly described as follows:

Beginning at a point on the Revised Proposed Right of Way as shown on that Record of Survey recorded in Book 701 of Maps at Page 15, Sonoma County Records, said point being 18.541 meters right of Station 14+95.000 of the Engineer's 'A' Centerline as shown on said map; thence along said Revised Proposed Right of Way line North $54^{\circ}29'50''$ West, 61.553 meters; thence South $81^{\circ}57'20''$ West, 11.202 meters; thence leaving last said line South $81^{\circ}57'20''$ West, 2.710 meters to a point that is 14.458 meters right of Engineer's 'W' Centerline as shown on said map; thence South $35^{\circ}44'51''$ West, 60.723 meters to a point that is 14.458 meters right of Engineer's 'W' Centerline Station 6+45.000; thence South $39^{\circ}05'04''$ West, 91.362 meters to a point on the existing right of way; thence along said existing right of way North $35^{\circ}44'51''$ East, 167.711 meters; thence South $54^{\circ}09'28''$ East, 76.901 meters to a point that bears South $35^{\circ}37'47''$ West, of Station 14+95.000 of the Engineer's 'A' Centerline as shown on said map; thence leaving said existing right of way line South $35^{\circ}37'47''$ West, 5.764 to the Point of Beginning.

Basis of Bearings: That Record of Survey recorded in Book 701 of Maps at Page 15, Sonoma County Records.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyor's Act.


Stephen M. Frederick
Professional Land Surveyor
No. 7072
Exp. 12/31/2014
State of California

Containing 1125 square meters (1125 square feet), more or less

Parcel: 5602-51-1
Road Name: Adobe Road
Road #: 5602
Postmile: 14.25-14.31 Rt.

Road Name: East Washington Street
Road #: 5707
Postmile: 10.88 -11.01 Rt.

Resolution Exhibit B

SINGLE LINE OF TOWERS (REV. 01/11)

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
245 Market Street, N10A, Room 1015
P.O. Box 770000
San Francisco, California 94177

Location: City/Uninc _____
Recording Fee \$ _____
Document Transfer Tax \$ _____
 This is a conveyance where the consideration and
Value is less than \$100.00 (R&T 11911).
 Computed on Full Value of Property Conveyed, or
 Computed on Full Value Less Liens
& Encumbrances Remaining at Time of Sale

(SPACE ABOVE FOR RECORDER'S USE ONLY)

Signature of declarant or agent determining tax

LD 2405-07-1400

EASEMENT DEED

2013150 (01-13-059) 05 13 00
Adobe Rd Widening

JAIME VACA,

hereinafter called Grantor, in consideration of value paid by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called Grantee, the receipt whereof is hereby acknowledged, hereby grants to Grantee the right to erect, construct, reconstruct, replace, remove, maintain and use a line of towers with such wires and cables as Grantee shall from time to time suspend therefrom for the transmission and distribution of electric energy, and for communication purposes, and all necessary and proper foundations, footings, crossarms and other appliances and fixtures for use in connection with said towers, wires and cables, together with a right of way, on, along and in all of the hereinafter described easement area lying within Grantor's lands which are situate in the Unincorporated area of Sonoma County, State of California, and are described as follows:

(APN 136-070-004)

Lot 1 as shown upon the map entitled "Map of East Side a portion of Lot 250 Petaluma Rancho" filed for record February 9, 1912 in Book 27 of Maps at page 16, Sonoma County Records.

The aforesaid easement area is described as follows:

PARCEL 1 and PARCEL 2 as described in EXHIBIT "A" and shown on EXHIBIT "B" attached hereto and made a part hereof.

Resolution Exhibit B

Grantor further grants to Grantee:

(a) the right of ingress to and egress from said easement area over and across said lands by means of roads and lanes thereon, if such there be, otherwise by such route or routes as shall occasion the least practicable damage and inconvenience to Grantor, provided, that such right of ingress and egress shall not extend to any portion of said lands which is isolated from said easement area by any public road or highway, now crossing or hereafter crossing said lands;

(b) the right, from time to time, to trim or to cut down any and all trees and brush now or hereafter within said easement area, and shall have the further right, from time to time, to trim and cut down trees and brush along each side of said easement area which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder, or as Grantee deems necessary to comply with applicable state or federal regulations;

(c) the right from time to time to enlarge, improve, reconstruct, relocate and replace any towers constructed hereunder with any other number or type of towers either in the original location or at any alternate location or locations within said easement area;

(d) the right to install, maintain and use gates in all fences which now cross or shall hereafter cross said easement area; and

(e) the right to mark the location of said easement area by suitable markers set in the ground; provided that said markers shall be placed in fences or other locations which will not interfere with any reasonable use Grantor shall make of said easement area.

Grantee hereby covenants and agrees:

(a) not to fence said easement area;

(b) to repair any damage it shall do to Grantor's private roads or lanes on said lands; and

(c) to indemnify Grantor against any loss and damage which shall be caused by any wrongful or negligent act or omission of Grantee or of its agents or employees in the course of their employment, provided, however, that this indemnity shall not extend to that portion of such loss or damage that shall have been caused by Grantor's comparative negligence or willful misconduct.

Grantor reserves the right to use said easement area for purposes which will not interfere with Grantee's full enjoyment of the rights hereby granted; provided that Grantor shall not erect or construct any building or other structure, or drill or operate any well, or construct any reservoir or other obstruction within said easement area, or diminish or substantially add to the ground cover in said easement area, or construct any fences that will interfere with the maintenance and operation of said facilities.

Resolution Exhibit B

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto; and all covenants shall apply to and run with the land.

Dated _____, 20_____.

Jaime Vaca

Area 7, North Coast
Land Service Office: Concord RMC
Operating Department: Electric Distribution
USGS location (MDB&M, T5N, R7W, Section 23, NW/4 NW/4)
FERC License Number(s): N/A
PG&E Drawing Number(s): 30281251-3
PLAT NO.: MM-30
LD of any affected documents: N/A
LD of any Cross-referenced documents: N/A
TYPE OF INTEREST: 3, 6, 43
SBE Parcel Number: N/A
(For Quitclaims, % being quitclaimed) N/A
Order # or PM #: 30281251
JCN: 01-13-059
County: Sonoma
Utility Notice Numbers: N/A
851 Approval Application No. _____ N/A Decision _____
Prepared By: J. Steven (JKSZ)
Checked By: C. Yada (CAY7)
Revision Number: 0

Resolution Exhibit B - Exhibit A

EXHIBIT "A"

Parcel 1

Being a portion of the lands of Jaime Vaca as described in that deed recorded as Document Number 2013-025677 of Official Records, Sonoma County Records, being more particularly described as follows:

Beginning at a point on the Existing Right of Way as shown on that Record of Survey recorded in Book 701 of Maps at Page 15, Sonoma County Records, said point being 41.92 feet (12.777 meters) right of Station 14+95.000 (49+04.85 feet) of the Engineer's 'A' Centerline as shown on said map; thence South 35°37'47" West, 12.17 feet (3.709 meters); thence South 59°12'41" East, 5.82 feet (1.774 meters); thence North 35°54'07" East, 11.65 feet (3.551 meters) to a point on the Existing Right of Way of Adobe Road; thence along said Right of Way North 54°09'28" West, 5.86 feet (1.786 meters) to the Point of Beginning

Containing 69 sq. ft., more or less

Parcel: 5602-51-3

Parcel 2

Being a portion of the lands of Jaime Vaca as described in that deed recorded as Document Number 2013-025677 of Official Records, Sonoma County Records, being more particularly described as follows:

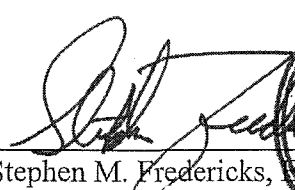
Commencing at a point on the Revised Proposed Right of Way as shown on that Record of Survey recorded in Book 701 of Maps at Page 15, Sonoma County Records, said point being 60.830 feet (18.541 meters) right of Station 14+95.000 (49+04.85 feet) of the Engineer's 'A' Centerline as shown on said map; thence along said Revised Proposed Right of Way line North 54°29'50" West, 81.76 feet (24.920 meters) to the Point of Beginning; thence North 54°29'50" West, 120.18 feet (36.631 meters); thence South 81°57'20" West, 36.75 feet (11.202 meters); thence leaving last said line South 81°57'20" West, 2.67 feet (0.813 meters); thence South 81°35'41" East, 38.98 feet (11.881 meters); thence South 59°12'41" East, 114.41 feet (34.872 meters) to the Point of Beginning


Containing 783 sq. ft., more or less

Parcel: 5602-51-2

Basis of Bearings: That Record of Survey recorded in Book 701 of Maps at Page 15, Sonoma County Records.

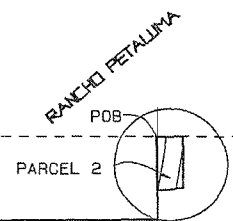
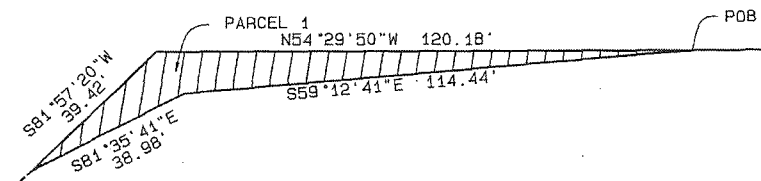
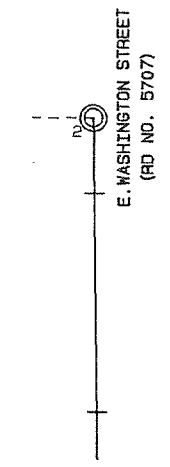
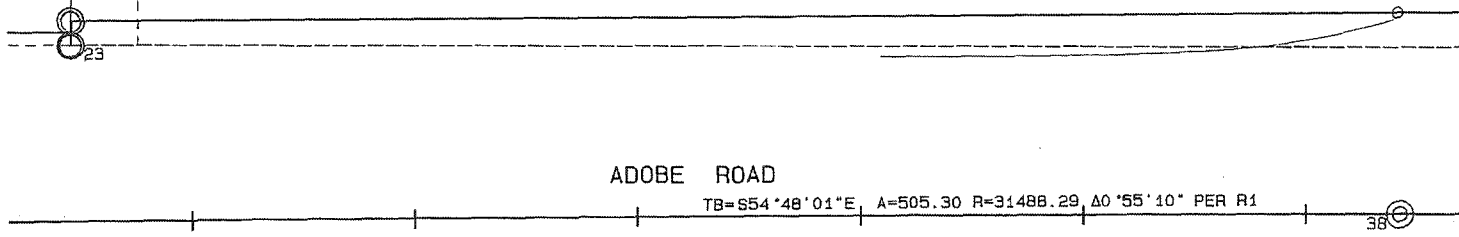
This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyor's Act.


Stephen M. Fredericks, Exp. 12/31/2014



Road Name: Adobe Road
Road #: 5602
Postmile: 14.25-14.31 Rt.

CAMILLA J. GRAY AND KURT E. NELSON,
WIFE AND HUSBAND,
DEED DATED OCTOBER 6, 2009
DOC. 2009-098380, SCR
APN: 136-060-056
LOT 4, PARCEL MAP NO. 789 (374M3 [R-2])



JAIME VACA
DEED DATED MARCH 7, 2013
ORSN: 2013-025678, SCR.
LOTS 1-5 OF THE "MAP OF
EAST SIDE" (27M16)
APN: 136-070-004

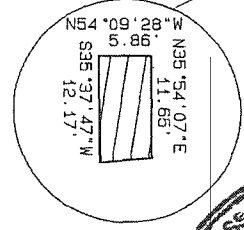
EASEMENT LINE
RIGHT OF WAY LINE
HISTORIC RIGHT OF WAY LINE
POINT OF BEGINNING
SONOMA COUNTY RECORDS
OFFICIAL RECORD SERIES NUMBER

POB
SCR
ORSN
⊙

#5 REBAR, 2 1/2" CAP
SONOMA COUNTY DOTPW

EXHIBIT "B" TRANSMISSION ELECTRIC
OVERHEAD EASEMENT

T5N R7W



1" = 40"

| | | | | |
|---------------------------------|-----------------|------|----------------|-------------|
| PROJECT: ADOBE AT E. WASHINGTON | DATE: JULY 2013 | VACA | JOB NO. C02279 | PAGE 1 OF 1 |
|---------------------------------|-----------------|------|----------------|-------------|

Resolution Exhibit B - Exhibit B

Resolution Exhibit B

Distribution Easement (Rev. 04/13)

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
Land Services Office
1850 Gateway Blvd., 7th Floor
Concord, CA 94520

Location: City/Uninc _____

Recording Fee \$ _____

Document Transfer Tax \$ _____

This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911).

Computed on Full Value of Property Conveyed, or

Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale

Signature of declarant or agent determining tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

LD# 2405-07-

EASEMENT DEED

JAMIE VACA,

hereinafter called Grantor, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called Grantee, the right from time to time to construct, reconstruct, install, inspect, maintain, replace, remove, and use facilities of the type hereinafter specified, together with a right of way therefor, within the easement area as hereinafter set forth, and also ingress thereto and egress therefrom, over and across the lands of Grantor situate in the Unincorporated area of Sonoma County, State of California, described as follows:

(APN 136-070-004)

Lots 1-5 as shown upon the map entitled "Map of East Side a portion of Lot 250 Petaluma Rancho" filed for record February 9, 1912 in Book 27 of Maps at page 16, Sonoma County Records.

Said facilities and easement area are described as follows:

Such poles, aerial wires, cables, electrical conductors with associated crossarms, braces, transformers, anchors, guy wires and cables, fixtures and appurtenances, as Grantee deems necessary for the distribution of electric energy and communication purposes located within the strips of land described as follows:

The PARCEL 1 and PARCEL 2 as described in EXHIBIT "A" and shown on EXHIBIT "B" attached hereto and made a part hereof.

Grantor further grants to Grantee the right, from time to time, to trim or to cut down any and all trees and brush now or hereafter within said easement area, and shall have the further right, from time to time, to trim and cut down trees and brush along each side of said easement area which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder, or as Grantee deems necessary to comply with applicable state or federal regulations.

Resolution Exhibit B

Distribution Easement Rev. (04/13)

Grantor shall not erect or construct any building or other structure or drill or operate any well within said easement area.

Grantor further grants to Grantee the right to assign to another public utility as defined in Section 216 of the California Public Utilities Code the right to install, inspect, maintain, replace, remove and use communications facilities within easement area (including ingress thereto and egress therefrom).

The legal description herein, or the map attached hereto, defining the location of this utility distribution easement, was prepared by Grantee pursuant to Section 8730 (c) of the Business and Professions Code.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

Dated: _____, _____.

Jamie Vaca

Area 7, North Coast
Land Service Office: Concord RMC
Operating Department: Electric Distribution
USGS location (MDB&M, T5N, R7W, Section 23, NW/4 NW/4)
FERC License Number(s): N/A
PG&E Drawing Number(s): 30281251-3
PLAT NO.: MM-30
LD of any affected documents: N/A
LD of any Cross-referenced documents: N/A
TYPE OF INTEREST: 3, 6, 43
SBE Parcel Number: N/A
(For Quitclaims, % being quitclaimed) N/A
Order # or PM #: 30281251
JCN: 01-13-059
County: Sonoma
Utility Notice Numbers: N/A
851 Approval Application No. N/A Decision _____
Prepared By: J. Steven (JKSZ)
Checked By: E. Albanese (ERAD)
Revision Number: 0

Resolution Exhibit B - Exhibit A

EXHIBIT "A"

Parcel 1

Being a portion of the lands of Jaime Vaca as described in that deed recorded as Document Number 2013-025677 of Official Records, Sonoma County Records, being more particularly described as follows:

Commencing at a point on the Revised Proposed Right of Way as shown on that Record of Survey recorded in Book 701 of Maps at Page 15, Sonoma County Records, said point being 60.83 feet (18.541 meters) right of Station 14+95.000 (49+04.85 feet) of the Engineer's 'A' Centerline as shown on said map; thence along said Revised Proposed Right of Way line North 54°29'50" West, 201.95 feet (61.553 meters); South 81°57'20" West, 36.75 feet (11.202 meters); thence leaving last said line South 81°57'20" West, 2.67 feet (0.813 meters) to the Point of Beginning; thence South 81°57'20" West, 6.22 feet (1.897 meters) to a point that is 47.43 feet (14.458 meters) right of Engineer's 'W' Centerline as shown on said map; thence South 35°44'56" West, 199.22 feet (60.723 meters) to a point that is 47.43 feet (14.458 meters) right of Engineer's 'W' Centerline Station 6+45.000 (21+16.14 feet); thence South 39°05'04" West, 282.85 feet (86.213 meters); thence South 54°01'46" East, 21.59 feet (6.581 meters); thence North 36°58'07" East, 298.54 feet (90.995 meters); thence North 35°46'53" East 191.19 feet (58.275 meters) to a point that bears North 81°35'41" West from the point of beginning; thence South 81°35'41" East, 8.00 feet (2.438 meters) to the Point of Beginning

Containing 6971 sq. ft., more or less

Parcel: 5602-51-4

Parcel 2

Being a portion of the lands of Jaime Vaca as described in that deed recorded as Document Number 2013-025677 of Official Records, Sonoma County Records, being more particularly described as follows:

Being a strip of land of the uniform width of 10 feet extending southeasterly from the southeasterly line of herein above described and designated Parcel 1 and being 5 feet on each side of the following described line.

Commencing at a point on the Revised Proposed Right of Way as shown on that Record of Survey recorded in Book 701 of Maps at Page 15, Sonoma County Records, said point being 60.83 feet (18.541 meters) right of Station 14+95.000 (49+04.85 feet) of the Engineer's 'A' Centerline as shown on said map; thence along said Revised Proposed Right of Way line North 54°29'50" West, 201.95 feet (61.553 meters); South 81°57'20" West, 36.75 feet (11.202 meters); thence leaving last said line South 81°57'20" West, 2.67 feet (0.813 meters); thence South 81°57'20" West, 6.22 feet (1.897 meters) to a point that is 47.43 feet (14.458 meters) right of Engineer's 'W' Centerline as shown on said map; thence South 35°44'56" West, 199.22 feet (60.723 meters) to a point that is 47.43 feet (14.458 meters) right of Engineer's 'W' Centerline Station 6+45.000 (21+16.14 feet) ; thence South 39°05'04" West, 282.85 feet (86.213 meters); thence South 54°01'46" East, 21.59 feet (6.581 meters); thence North 36°58'07" East, 298.54 feet (90.995 meters) to the Point of Beginning; thence South 53°31'06" East, 5.00 feet (1.524 meters) to the end of said strip.

The sidelines of said strip shall lengthen or shorten so as to terminate on the southeasterly line of aforesaid Parcel 1.

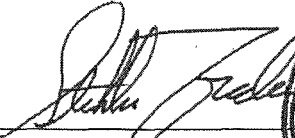

Resolution Exhibit B - Exhibit A

Containing 50 sq. ft., more or less

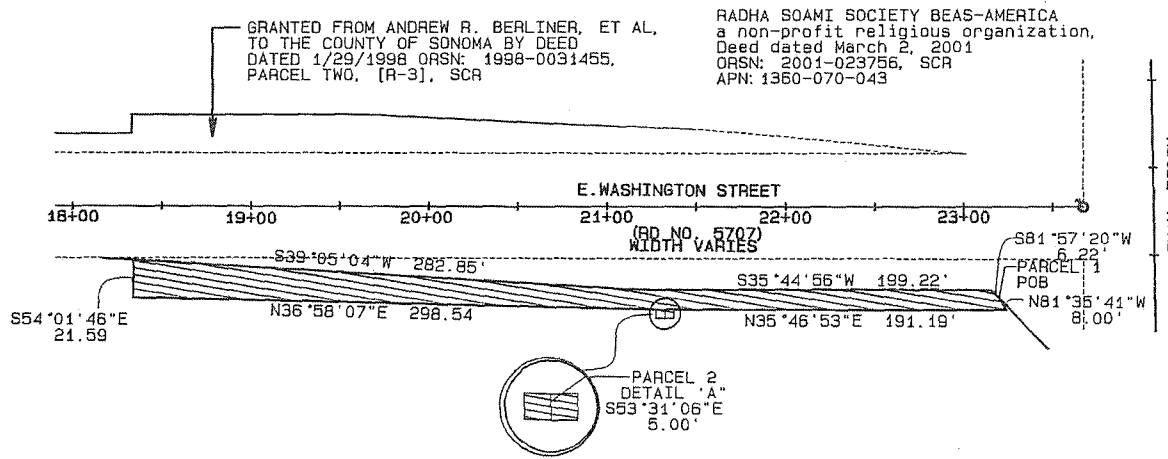
Parcel: 5602-51-5

Basis of Bearings: That Record of Survey recorded in Book 701 of Maps at Page 15, Sonoma County Records.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyor's Act.


Stephen M. Fredericks, 

FOR REFERENCE PURPOSES ONLY



GRANTED FROM ANDREW R. BERLINER, ET AL,
TO THE COUNTY OF SONOMA BY DEED
DATED 1/29/1998 ORSN: 1998-0031455,
PARCEL TWO, [R-3], SCR

RADHA SOAMI SOCIETY BEAS-AMERICA
a non-profit religious organization,
Deed dated March 2, 2001
ORSN: 2001-023756, SCR
APN: 1360-070-043

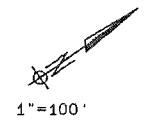
BUCKEYE RANCH FAMILY
LIMITED PARTNERSHIP
LOT 11, MNS 99-0004
(626M34) SCR
APN: 136-30-015
DOC. No. 2001 147793

CAMILLA J. GRAY & KURT E. NELSON
LOT 4, PM 7859 (374M3 [R-2]), SCR
APN: 136-060-056
DOC. No. 2001 147793

JAIME VACA
DEED DATED MARCH 7, 2013
ORSN: 2013-025678, SCR.
LOTS 1-5 OF THE "MAP OF
EAST SIDE" (27M16)
APN: 136-070-004

LEGEND

- EASEMENT LINE
- RIGHT OF WAY LINE
- HISTORIC RIGHT OF WAY LINE
- POB POINT OF BEGINNING
- SCR SONOMA COUNTY RECORDS
- ORSN OFFICIAL RECORD SERIES NUMBER
- #5 REBAR, 2 1/2" CAP
SONOMA COUNTY DOTPW



**EXHIBIT "B" DISTRIBUTION ELECTRIC
OVERHEAD AND ANCHOR EASEMENTS**

T5N R7W

| | | | | |
|---------------------------------|-----------------|------|----------------|-------------|
| PROJECT: ADOBE AT E. WASHINGTON | DATE: JULY 2013 | VACA | JOB NO. C02279 | PAGE 1 OF 1 |
|---------------------------------|-----------------|------|----------------|-------------|

Resolution Exhibit B- Exhibit B

Resolution Exhibit C

RECORDING REQUESTED BY

COUNTY OF SONOMA

.....
WHEN RECORDED, RETURN
TO
EXECUTIVE SECRETARY
DEPARTMENT OF
TRANSPORTATION AND
PUBLIC WORKS

APN 136-060-056 (ptn.)

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

Record free per Gov. Code 6103. Required by Sonoma
County Dept. of Transportation and Public Works for
public works project.
C02166 Adobe Road at East Washington Street

GRANT OF EASEMENT

**Camilla J. Gray and Kurt E. Nelson,
wife and husband, as Joint Tenants**

**GRANT(S) TO: THE COUNTY OF SONOMA, A POLITICAL SUBDIVISION
OF THE STATE OF CALIFORNIA**

AN EASEMENT FOR ROADWAY AND UTILITY PURPOSES to construct, reconstruct, install, inspect, maintain, replace, remove, and use facilities of the type hereinafter specified, together with a right of way therefor, within a strip or parcel of land or along a route as hereinafter set forth, and also ingress thereto and egress therefrom on, under, over, and across the lands described below.

The specified facilities shall consist of, but not necessarily be limited to, the following:

Roadway facilities and appurtenances thereto for use by the public, including but not limited to motor vehicle use, pavement, curbs, gutters, sidewalks, landscaping, and appurtenances; drainage facilities, including underground conduits, drainage channels and ditches, culverts, and appurtenances; electrical, gas, water, telephone, cable, television, sewer, and street lighting facilities and appurtenances; also uses for pedestrian, equestrian, and non-powered vehicle purposes; and the right to construct, maintain and reconstruct any such roadway or facilities mentioned above.

Said easement shall also include the right to excavate or fill the easement for the full width and to a reasonable depth thereof.

All that Real property situated in the unincorporated area of the County of Sonoma, State of California, described as follows:

SEE EXHIBIT "A" ATTACHED

Document: 5602-52-1

Dated _____, 20_____

Resolution Exhibit C- Exhibit A

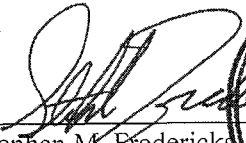
EXHIBIT "A"

Being a portion of the lands of Camilla J. Gray and Kurt E. Nelson as described in that deed recorded as Document Number 2009-098380 of Official Records, Sonoma County Records, being more particularly described as follows:

All that portion of the lands of Gray and Nelson lying within Proposed Right of Way as shown on that Record of Survey recorded in Book 701 of Maps at Page 15, Sonoma County Records.

Basis of Bearings: That Record of Survey recorded in Book 701 of Maps at Page 15, Sonoma County Records.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyor's Act.


Stephen M. Fredericks
Professional Land Surveyor
No. 7072
Exp. 12/31/2014
STATE OF CALIFORNIA

Containing 629 square meters of land

Parcel: 5602-52-1
Revised: 7/30/2013

Road Name: Adobe Road
Road #: 5602
Postmile: 14.25-14.42 Lt.

Resolution Exhibit C

Distribution Easement (Rev. 04/13)

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
Land Services Office
1850 Gateway Blvd., 7th Floor
Concord, CA 94520

Location: City/Uninc _____

Recording Fee \$ _____

Document Transfer Tax \$ _____

This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911).

Computed on Full Value of Property Conveyed, or

Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale

Signature of declarant or agent determining tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

LD# 2405-07-1325

EASEMENT DEED

CAMILLA J. GRAY and KURT E. NELSON, wife and husband,

hereinafter called Grantor, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called Grantee, the right from time to time to construct, reconstruct, install, inspect, maintain, replace, remove, and use facilities of the type hereinafter specified, together with a right of way therefor, within the easement area as hereinafter set forth, and also ingress thereto and egress therefrom, over and across the lands of Grantor situate in the unincorporated area of Sonoma County, State of California, described as follows:

(APN 136-060-056)

Lot 4 as shown upon the Parcel Map No. 7859 filed for record July 31, 1985 in Book 374 of Maps at pages 3-4, Sonoma County Records.

Said facilities and easement area are described as follows:

Such overhanging wires, cables, crossarms, fixtures, and appurtenances, as Grantee deems necessary for the distribution of electric energy and communication purposes located within the parcel of land described as follows:

PARCEL 1 as described in EXHIBIT "A" and shown on EXHIBIT "B" attached hereto and made a part hereof.

Such anchors, guy wires and cables, guy stubs, and fixtures as Grantee deems necessary located within the strip of land described as follows:

PARCEL 2 as described in EXHIBIT "A" and shown on EXHIBIT "B" attached hereto and made a part hereof.

Resolution Exhibit C

Distribution Easement Rev. (04/13)

Grantor further grants to Grantee the right, from time to time, to trim or to cut down any and all trees and brush now or hereafter within said easement area, and shall have the further right, from time to time, to trim and cut down trees and brush along each side of said easement area which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder, or as Grantee deems necessary to comply with applicable state or federal regulations.

Grantor shall not erect or construct any building or other structure or drill or operate any well within said easement area.

Grantor further grants to Grantee the right to assign to another public utility as defined in Section 216 of the California Public Utilities Code the right to install, inspect, maintain, replace, remove and use communications facilities within easement area (including ingress thereto and egress therefrom).

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

Dated: _____, _____.

Camilla J. Gray

Kurt E. Nelson

Area 7, North Coast
Land Service Office: Concord RMC
Operating Department: Electric Distribution
USGS location (MDB&M, T5N, R7W, Section 23, NW/4 NW/4)
FERC License Number(s): N/A
PG&E Drawing Number(s): 30281251
PLAT NO.: MM-30
LD of any affected documents: N/A
LD of any Cross-referenced documents: N/A
TYPE OF INTEREST: 3, 6, 43
SBE Parcel Number: N/A
(For Quitclaims, % being quitclaimed) N/A
Order # or PM #: 30281251
JCN: 01-13-059
County: Sonoma
Utility Notice Numbers: N/A
851 Approval Application No. N/A Decision _____
Prepared By: J. Steven (JKSZ)
Checked By: E. Albanese (ERAD)
Revision Number: 0

Resolution Exhibit C- Exhibit A

EXHIBIT "A"

Parcel 1

Being a portion of the lands of Camilla J. Gray and Kurt E. Nelson as described in that deed recorded as Document Number 2009-098380 of Official Records, Sonoma County Records, being more particularly described as follows:

Commencing at a point on the northwesterly line of said lands of Gray and Nelson said point also being on the Proposed Right of Way line as shown on that Record of Survey recorded in Book 701 of Maps at Page 15, Sonoma County Records, thence along said Proposed Right of Way line South 54°36'40" East, 15.00 feet (4.572 meters) to a point on the southeasterly line of that easement described in a deed recorded as Document Number 85-047355 and the Point of Beginning; thence South 54°36'40" East, 31.83 feet (9.702 meters); thence leaving said Proposed Right of Way line North 6°38'15" East, 63.67 feet (19.407 meters) to the southeasterly line of said easement; thence along said southeasterly line South 36°37'17" West, 55.83 feet (17.017 meters) to the Point of Beginning.

Containing 888 sq. ft., more or less

Parcel : 5602-52-2

Parcel 2

Being a portion of the lands of Camilla J. Gray and Kurt E. Nelson as described in that deed recorded as Document Number 2009-098380 of Official Records, Sonoma County Records, being more particularly described as follows:

Being a strip of land of the uniform width of 5 feet extending northeasterly from the Proposed Right of Way line crossing said lands of Gray and Nelson as shown on that Record of Survey recorded in Book 701 of Maps at Page 15, Sonoma County Records and being 2.5 feet on each side of the following described line.

Commencing at a point on the northwesterly line of said lands of Gray and Nelson said point also being on the Proposed Right of Way line as shown on that Record of Survey recorded in Book 701 of Maps at Page 15, Sonoma County Records, thence along said Proposed Right of Way line South 54°36'40" East, 272.38 feet (83.022 meters) to the Point of Beginning; thence North 37°15'24" East, 3.28 feet (1.000 meters) to the end of said strip.

The sidelines of said strip shall lengthen or shorten so as to terminate on the Proposed Right of Way line crossing said lands of Gray and Nelson as shown on that Record of Survey recorded in Book 701 of Maps at Page 15, Sonoma County Records.

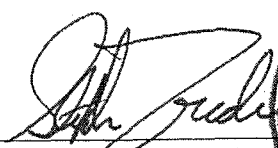
Containing 16 sq. ft., more or less


Parcel: 5602-52-3

Basis of Bearings: That Record of Survey recorded in Book 701 of Maps at Page 15, Sonoma County Records.

Resolution Exhibit C- Exhibit A

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyor's Act.


Stephen M. Fredericks, exp. 12/31/2014



Revised: 7/30/2013

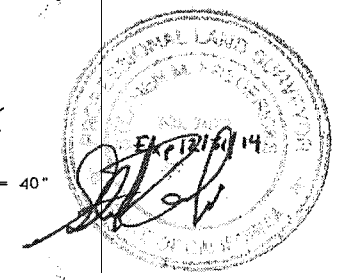
BUCKEYE RANCH FAMILY
LIMITED PARTNERSHIP
LOT 11, MNS 99-0004
(626M34) (R-1), SCR
APN: 136-30-015
DOC. No. 2001 147793

FOR REFERENCE PURPOSES ONLY

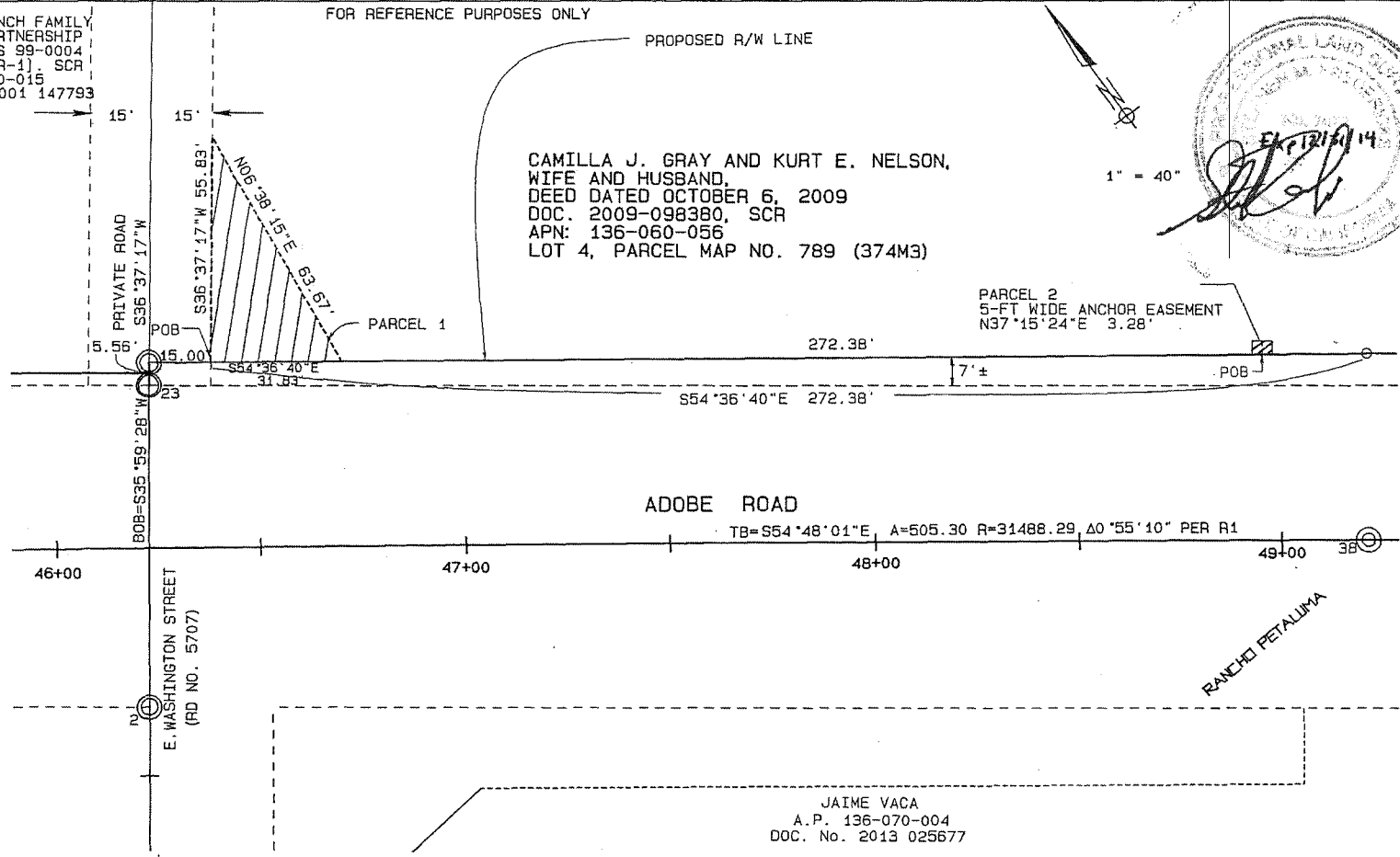
PROPOSED R/W LINE

CAMILLA J. GRAY AND KURT E. NELSON,
WIFE AND HUSBAND,
DEED DATED OCTOBER 6, 2009
DOC. 2009-098380, SCR
APN: 136-060-056
LOT 4, PARCEL MAP NO. 789 (374M3)

1" = 40'



PARCEL 2
5-FT WIDE ANCHOR EASEMENT
N37°15'24"E 3.28'



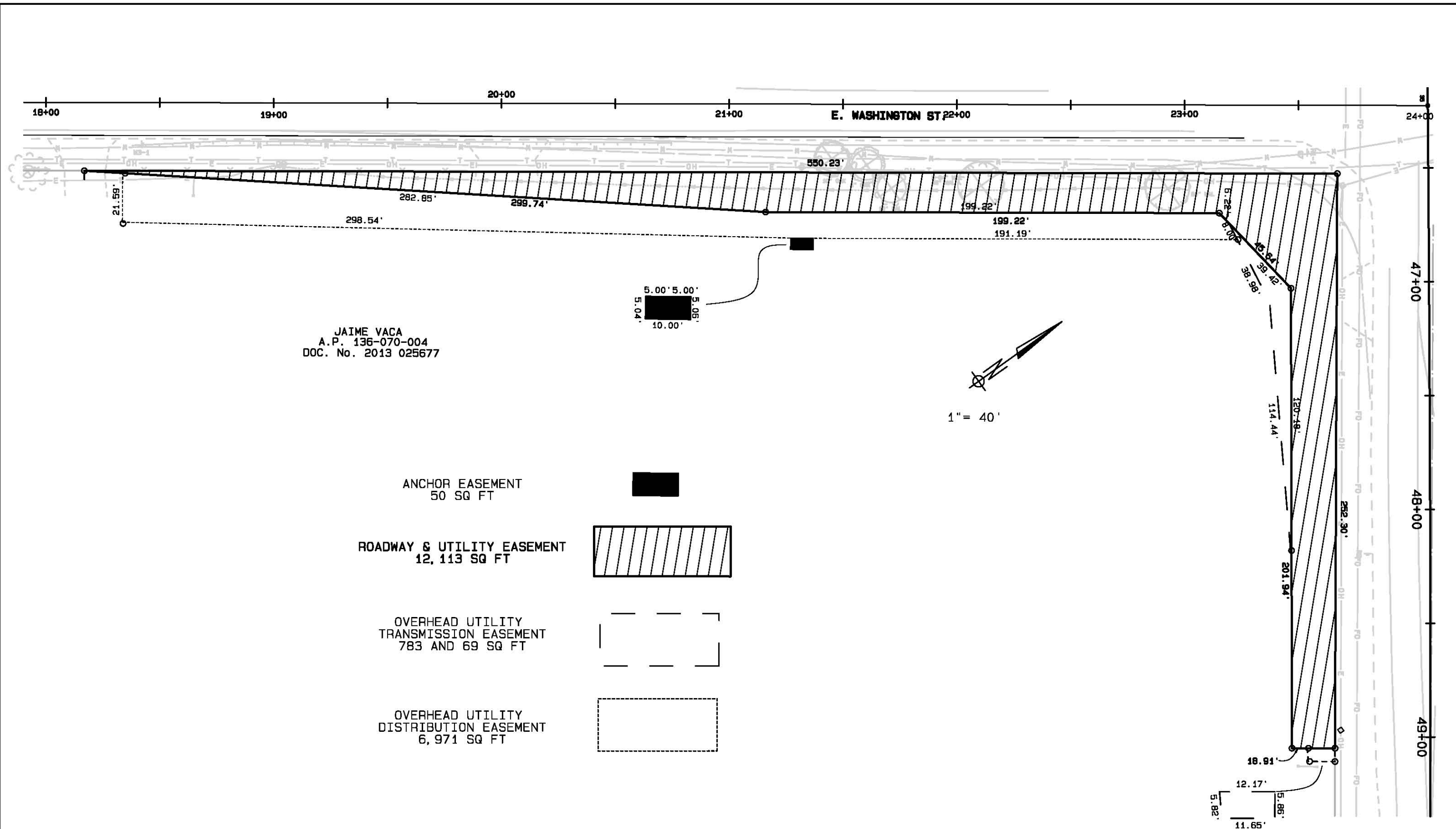
LEGEND

- ===== EASEMENT LINE
- ===== RIGHT OF WAY LINE
- HISTORIC RIGHT OF WAY LINE
- POB POINT OF BEGINNING
- SCR SONOMA COUNTY RECORDS
- ORSN OFFICIAL RECORD SERIES NUMBER
- #5 REBAR, 2 1/2" CAP
SONOMA COUNTY DOTPW
- R1 701 MAPS, PAGE 4

EXHIBIT "B" DISTRIBUTION ELECTRIC
OVERHEAD AND ANCHOR EASEMENTS

T5N R7W

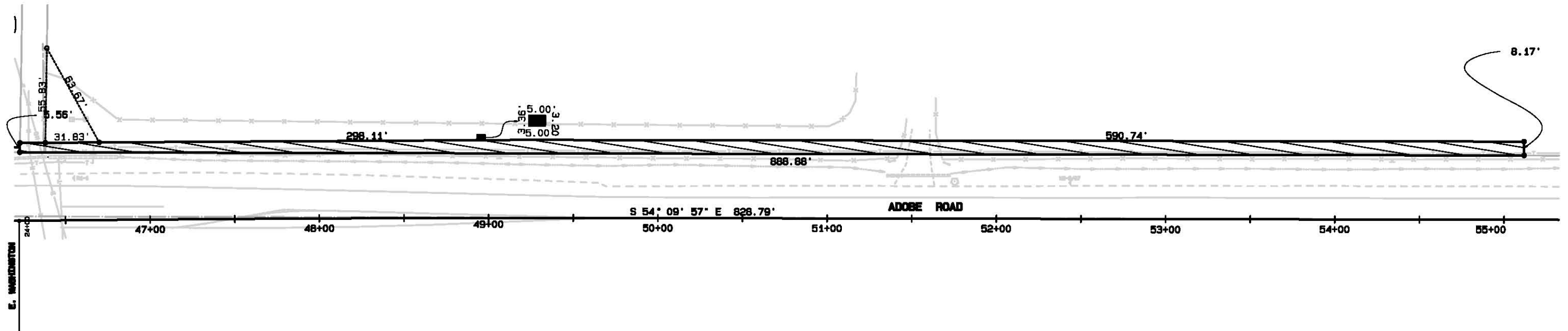
JAIME VACA
A.P. 136-070-004
DOC. No. 2013 025677



ACQUISITION MAP

ACQUISITION MAP - Lands of Gray/Nelson

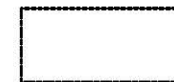
CAMILLA J GRAY & KURT E NELSON
 A.P. 136-060-056
 DOC. No. 2009 098380



ROADWAY & UTILITY EASEMENT
 6,763 SQ FT



OVERHEAD UTILITY
 DISTRIBUTION EASEMENT
 888 SQ FT



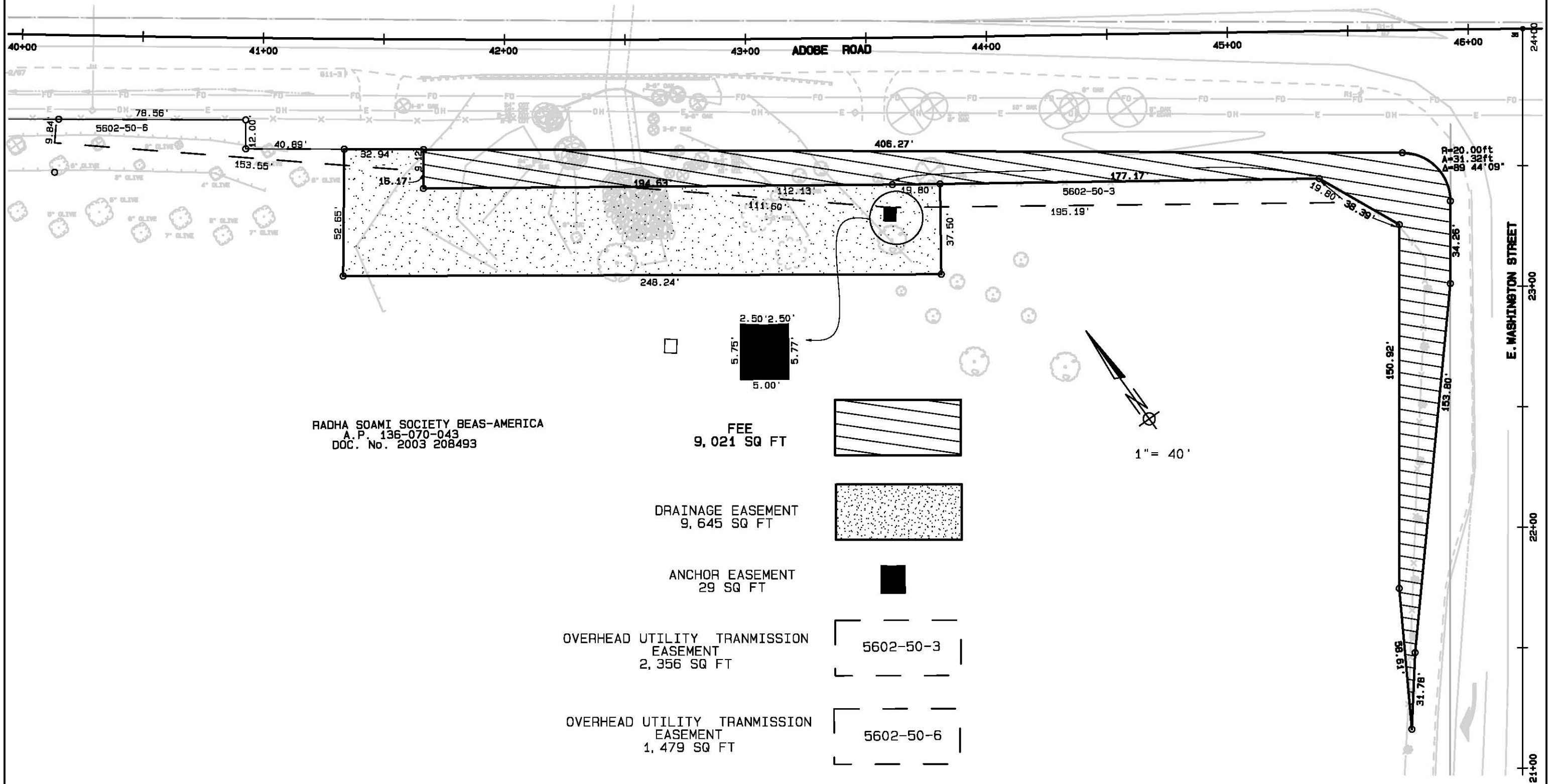
ANCHOR EASEMENT
 16 SQ FT



SCALE = 1" = 60'

ACQUISITION MAP

ACQUISITION MAP No. 1 - Lands of SCAPOSD & Radha Soami Society Beas-America



RADHA SOAMI SOCIETY BEAS-AMERICA
 A.P. 136-070-043
 DOC. No. 2003 208493

FEE
 9,021 SQ FT

DRAINAGE EASEMENT
 9,645 SQ FT

ANCHOR EASEMENT
 29 SQ FT

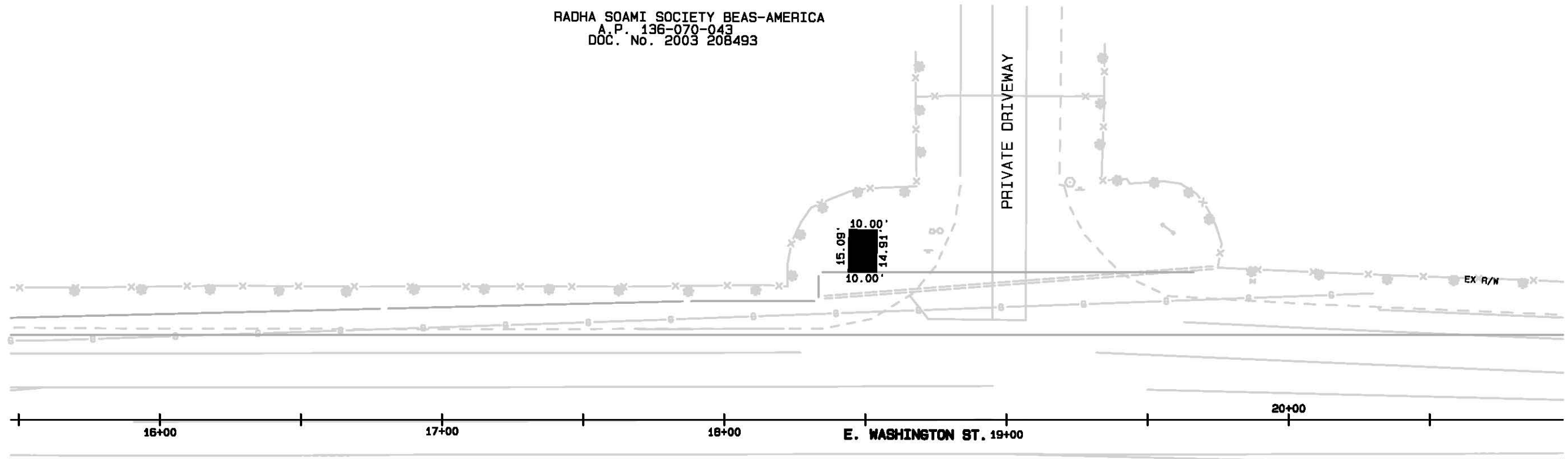
OVERHEAD UTILITY TRANSMISSION
 EASEMENT
 2,356 SQ FT

OVERHEAD UTILITY TRANSMISSION
 EASEMENT
 1,479 SQ FT

ACQUISITION MAP

ACQUISITION MAP No. 2 - Lands of SCAPOSD & Radha Soami Society Beas-America

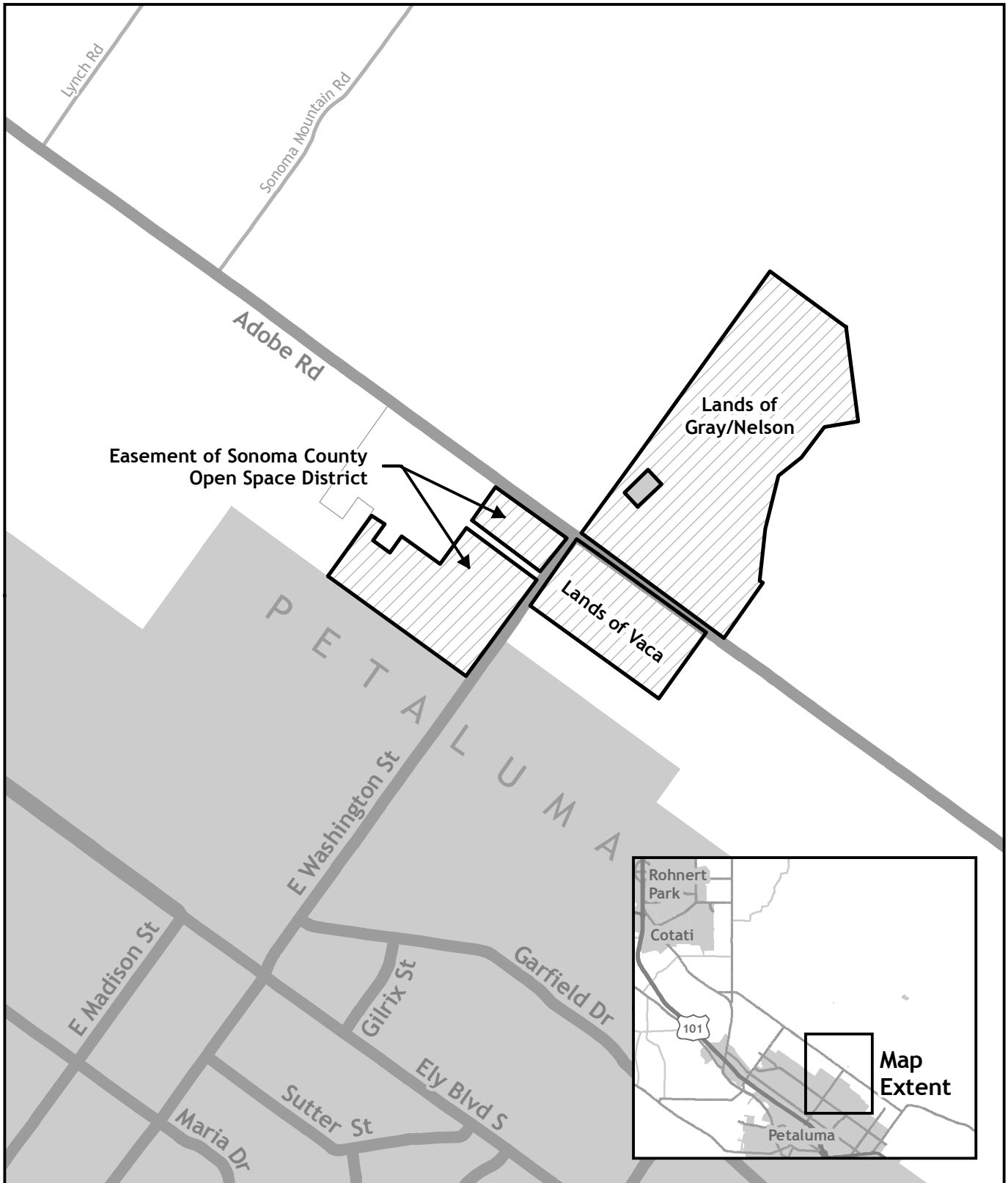
RADHA SOAMI SOCIETY BEAS-AMERICA
A.P. 136-070-043
DOC. NO. 2003 208493



ANCHOR EASEMENT
150 SQ FT

ACQUISITION MAP

Location Map



0 1,000 2,000 Feet

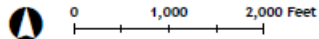
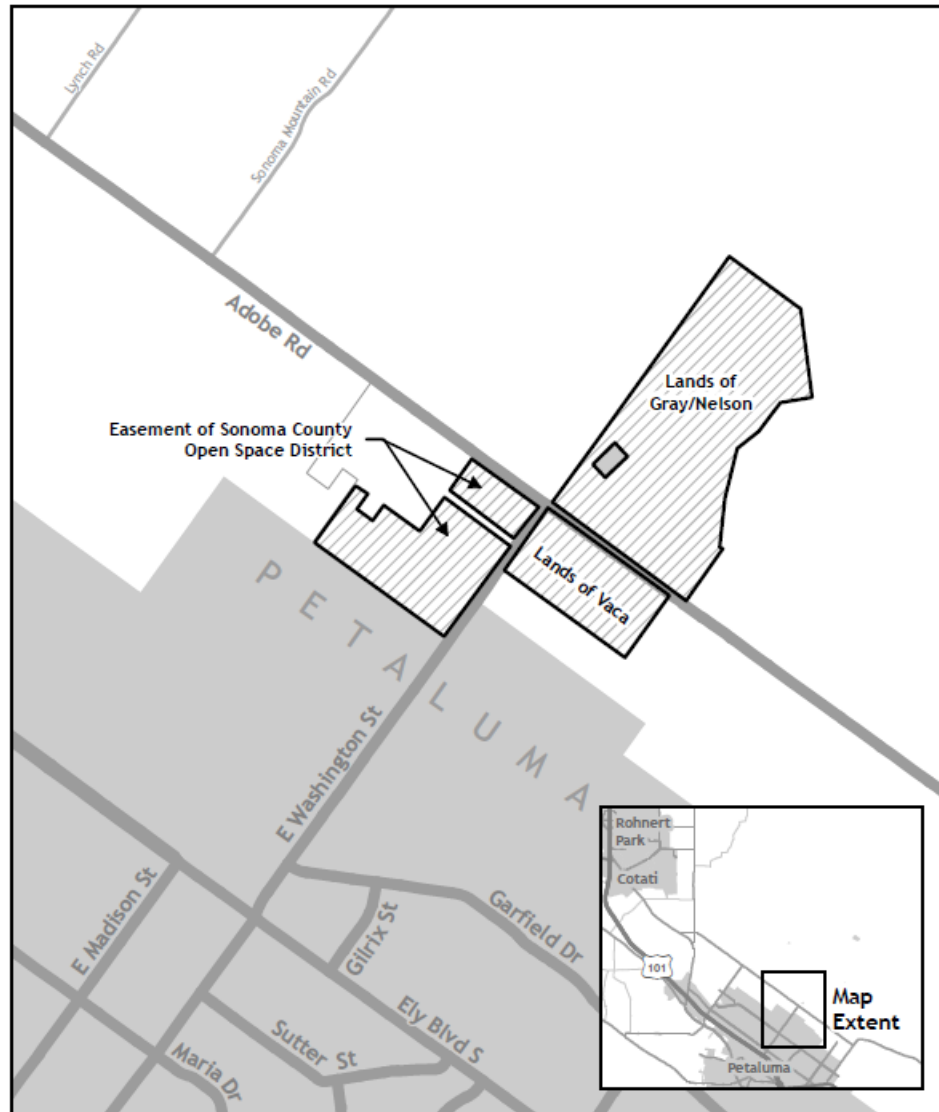
RESOLUTION OF NECESSITY ADOBE ROAD SIGNAL AT EAST WASHINGTON STREET PROJECT



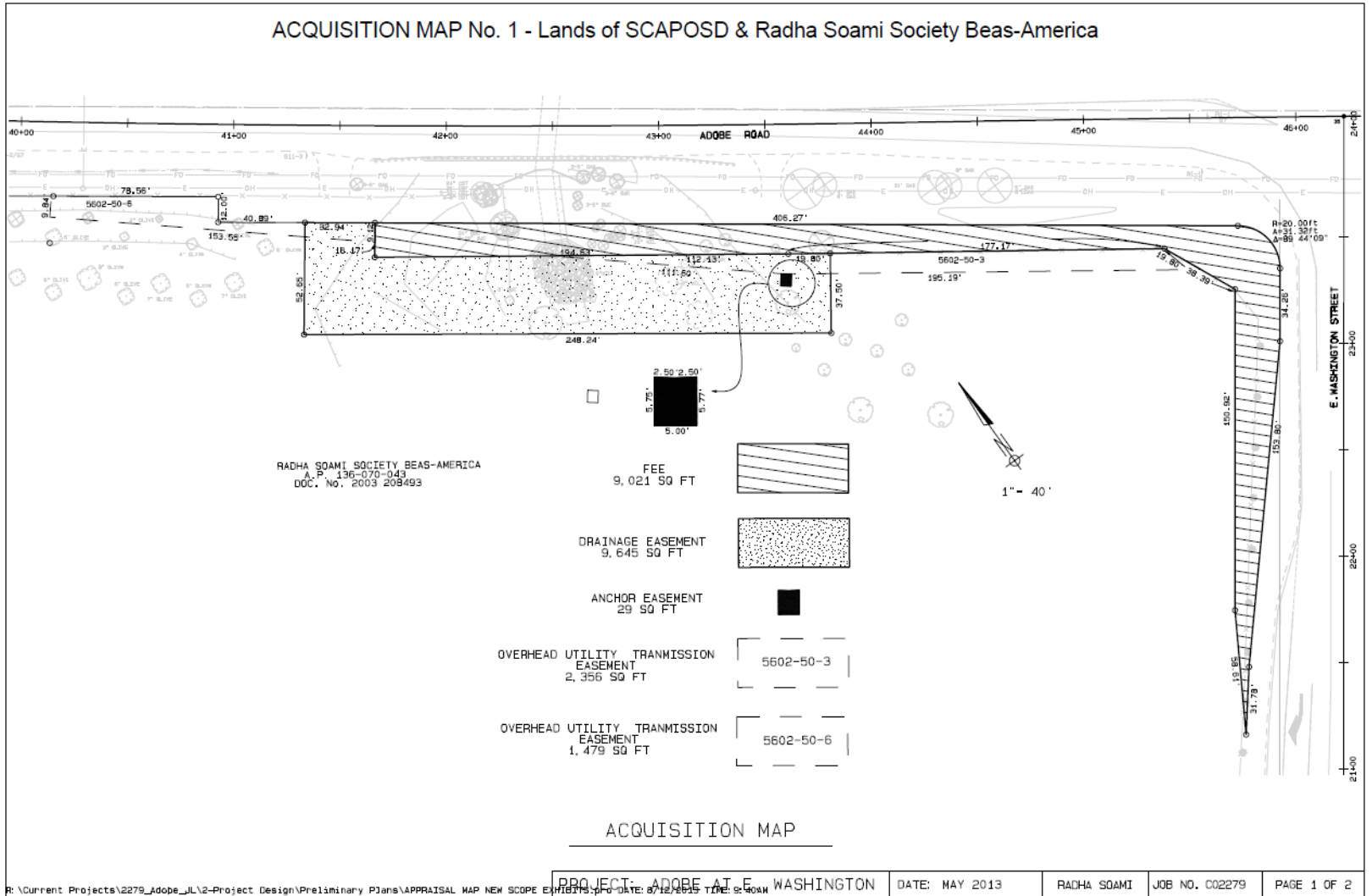
**Sonoma County
Transportation and Public Works**



Location Map

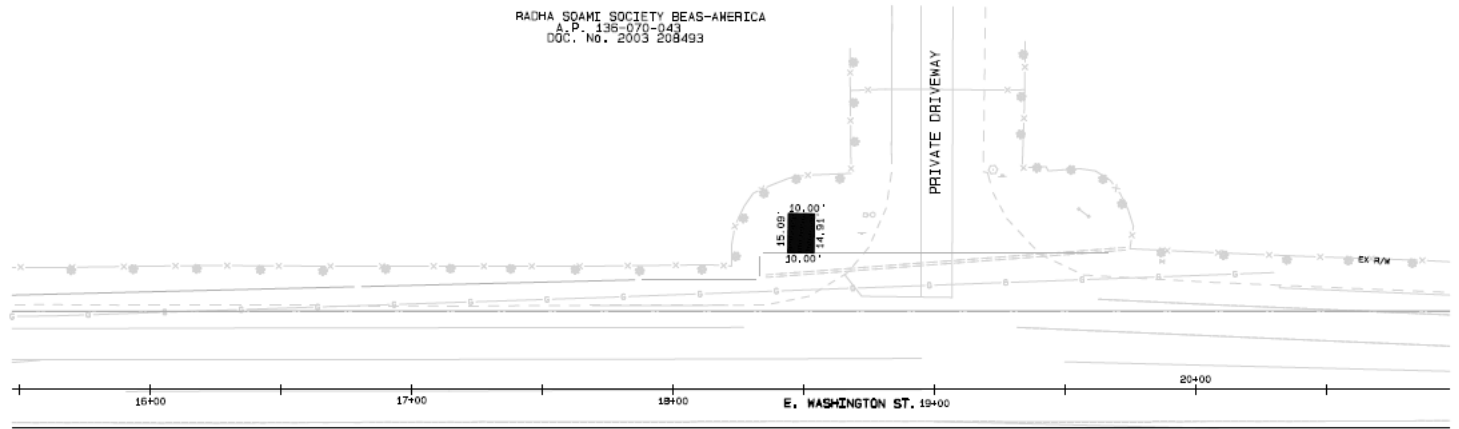


Acquisition Map



Acquisition Map

ACQUISITION MAP No. 2 - Lands of SCAPOSD & Radha Soami Society Beas-America



1" = 40'

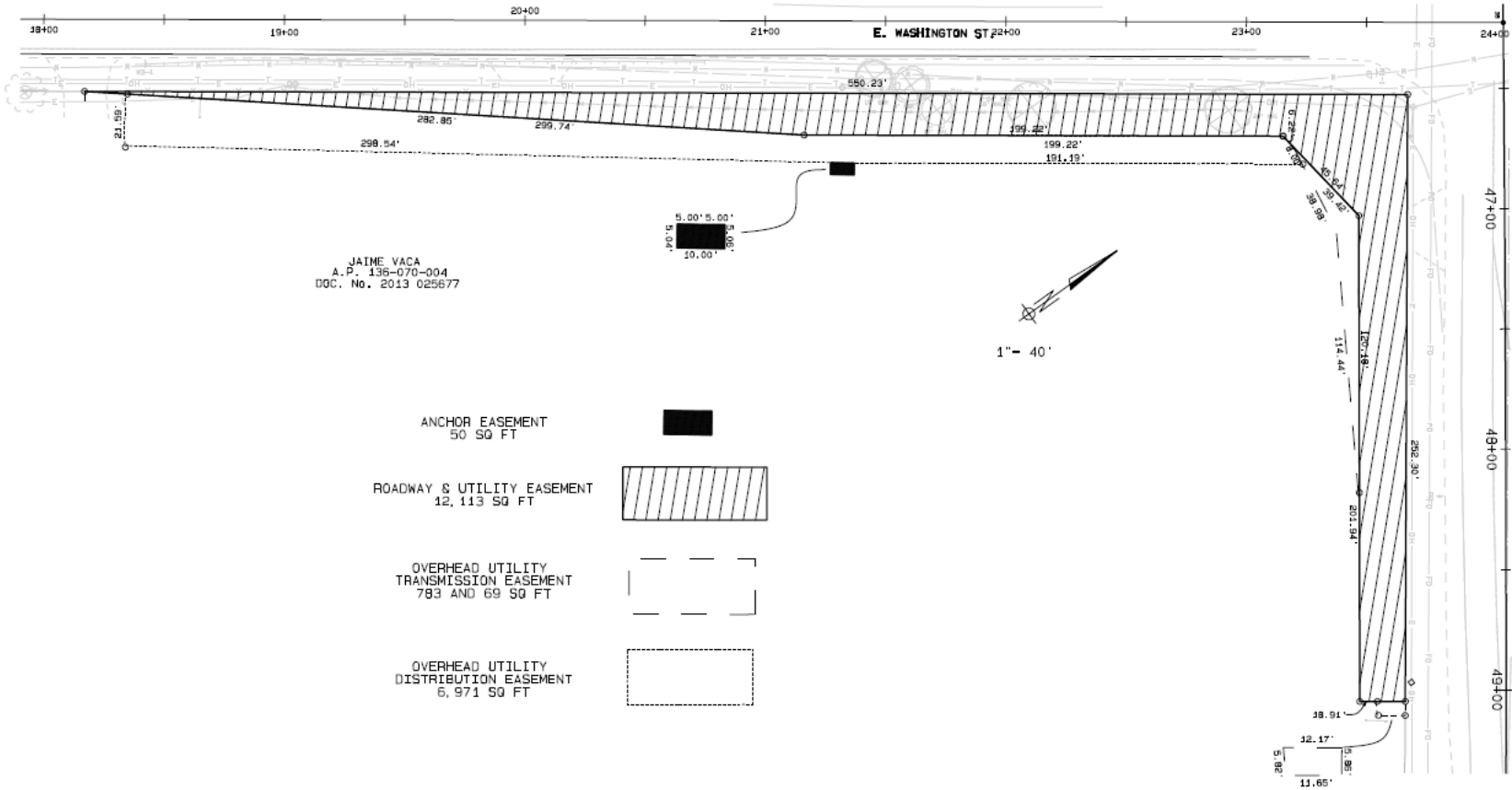
ANCHOR EASEMENT
150 SQ FT



ACQUISITION MAP

Acquisition Map

ACQUISITION MAP - Lands of Vaca

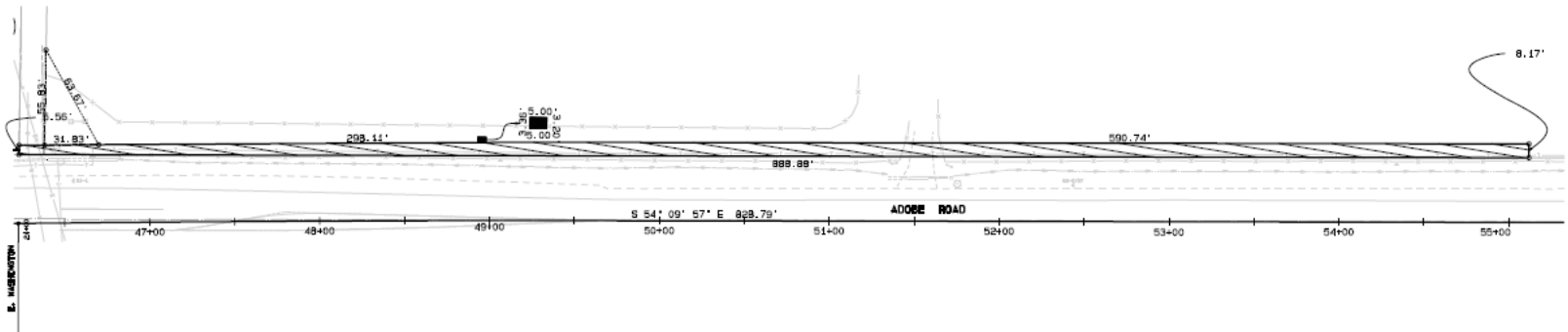


ACQUISITION MAP

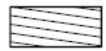
Acquisition Map

ACQUISITION MAP - Lands of Gray/Nelson

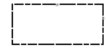
CAMILLA J GRAY & KURT E NELSON
 A.P. 136-060-056
 DOC. No. 2009 098380



ROADWAY & UTILITY EASEMENT
 6,763 SQ FT



OVERHEAD UTILITY
 DISTRIBUTION EASEMENT
 889 SQ FT



ANCHOR EASEMENT
 16 SQ FT



SCALE - 1" = 60'

ACQUISITION MAP

Recommendation

- Determine that the acquisition of real property for the Adobe Road Signal at East Washington Street Project (“Project”) is necessary for public purposes;
- Approve resolution authorizing acquisition and condemnation of real property necessary for public purposes for the properties identified as lands of Sonoma County Agricultural Preservation and Open Space District (open space easement interest on APN 136-070-043); Vaca (APN 136-070-004); and Gray/Nelson (APN 136-060-056);
- Authorize and direct County Counsel and the Transportation and Public Works Director to take all steps necessary to obtain said property rights, including exercise of eminent domain, if necessary.



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: December 10, 2013

Vote Requirement: Majority

Department or Agency Name(s): County Administrator

Staff Name and Phone Number:

Don Schwartz 565-2431

Supervisorial District(s):

All

Title: Sonoma County Library JPA Amendment

Recommended Actions:

Consider Amended Sonoma County Library Joint Powers Authority Agreement, including allowing for change in effective date if needed.

Executive Summary:

Background: The Sonoma County Library was established in 1975 with a Joint Powers Agreement (JPA). While there are Library branches in most of the County's cities, current JPA members include only the County and the Cities of Healdsburg, Petaluma, Santa Rosa, and Sonoma. The Library is governed by a seven-member Library Commission. Five of the seven members are appointed by the Board of Supervisors, and one each by the Cities of Santa Rosa and Petaluma.

In 2012, the Board of Supervisors approached the Sonoma County Mayors and Council members, who agreed to initiate a review of the Joint Powers Agreement in light of challenges at the Library and changes in demographics, technology, and finances since 1975. All of the cities in the County agreed to participate in the review, along with the Library Commission, and formed the Sonoma County Library JPA Review Advisory Committee. The Committee began meeting in October, 2012, and is unanimously recommending the attached amended Joint Powers Agreement to the County and all cities for approval.

The Advisory Committee has met fourteen times since October, 2012. It has included extensive public participation at its meetings, including input from library advocates, staff, and managers. The Committee also dedicated time for input from the Library Advisory Boards (LABs) for each branch, and reached out to the LABs through a survey and attendance at the annual meeting for all LABs.

Your Board reviewed a draft of the amended JPA on September 27, and made several requests for changes; these are discussed below and are reflected in the attached Summary of Comments, along with the requests from other jurisdictions, the rationale for the requests, and the Committee's actions.

Key Features of Current JPA: The Advisory Committee recommends that the Amended JPA retain and enhance many of the most valuable features of the current Agreement. These include:

1. Continuing to have one County-wide system, which provides economies of scale that would be unattainable otherwise.
2. Continuing to dedicate a current portion of property taxes to the Library.
3. Retaining the Library as an independent government organization focused on a regional system.
4. Continuing to have Library Advisory Boards in each community to provide a local voice for library patrons.
5. Continuing to operate in a spirit of collaboration among the Members.

Proposed Changes to the Current JPA: The Advisory Committee also recommends numerous changes to strengthen the Library:

1. Expanding membership to include all cities and the County so that all jurisdictions have a role in decision-making, with each member having one vote on a new Library Commission.
2. Providing the Library with full budget and employment authority, removing the Board of Supervisors from the role of providing final budget approval.
3. Making explicit the Library's authority to levy taxes with a 2/3 vote of the entire Library Commission; other requirements at the time would also have to be met.
4. Requiring approval from the relevant jurisdiction before exercising powers of eminent domain.
5. Requiring leases for all buildings not owned by the Library.
6. Requiring an equal number of core hours.
7. Allowing local communities to fund additional hours, with restrictions including (a) approval of 2/3 of the Library Commission, (b) that there is no adverse impact on any branch or the Library system, and (c) that any additional hours are available to all users. The Committee also recommends that the new Commission establish additional thresholds, such as requiring at least two years worth of funding be available before adding hours.
8. Requiring an appeals process for the Library Director's decisions on key issues such as collections and facilities.
9. Requiring a strategic plan at least once every ten years.
10. Increasing the role for the LABs including a designated liaison and annual reports from each LAB to the Commission.
11. Requiring a review of the JPA every ten years.

Response to Board Requests for Changes: In September, your Board requested the following changes to the Draft Amended JPA:

- a. Require a 2/3 vote of the Commission to approve community-funded hours: This change has been incorporated in the revised JPA.
- b. Add language in the recitals noting the importance of libraries as community resources: Such language has been added, noting libraries provide education and literacy services.
- c. Changing the requirement for a new Strategic Plan from a minimum of every ten years to every five years: This change has not been made. The Committee believes that the timing on updating or creating new Strategic Plans is best left to the new Commission, particularly since creating such Plans can be expensive and very time consuming.
- d. Adding a member to the Commission for the County and the City of Santa Rosa so that each would have two Commissioners while the other cities would have one: This change has not been

made due to strong disagreement from most of the other cities. The Committee discussed an option to have two County commissioners and one from each city; the Santa Rosa representative did not agree with this option, and the Committee as a whole supported one commissioner for each jurisdiction.

Next Steps: The Advisory Committee has asked all cities to review and approve the Agreement in December or January. The Committee will meet in late January to address any concerns from the County or cities that do not approve the Agreement. If the Agreement is approved, the Committee will draw lots to determine the initial terms of Commission members (two or four years). To allow for discussions and potential changes, the action requested today includes the flexibility to change the effective date of the amended Agreement from February 1, 2014 to a later date if needed.

Prior Board Actions:

January, 1975: Approved the Sonoma County Library Joint Powers Agreement
 March and June, 2012: Directed staff to assess the Library’s management structure and other factors and review the Joint Powers Agreement.
 October 2, 2012: Appointed Supervisor McGuire to the Sonoma County Library Joint Powers Agreement Review Advisory Committee, and appointed Supervisor Carrillo as the alternate.
 September 17, 2013: Approved Draft Amended Joint Powers Authority Agreement for the Sonoma County Library, with requests for changes as noted above.

Strategic Plan Alignment Goal 4: Civic Services and Engagement

A robust and efficient Library system is a fundamental local government service, supporting the educational, economic, and social well-being of a community.

Fiscal Summary - FY 13-14

| Expenditures | | Funding Source(s) | |
|---------------------------|-----------|----------------------|-----------|
| Budgeted Amount | \$ | | \$ |
| Add Appropriations Req'd. | \$ | State/Federal | \$ |
| | \$ | Fees/Other | \$ |
| | \$ | Use of Fund Balance | \$ |
| | \$ | Contingencies | \$ |
| | \$ | | \$ |
| Total Expenditure | \$ | Total Sources | \$ |

Narrative Explanation of Fiscal Impacts (If Required):

The Library budget is independent of the County budget, and there are no direct fiscal impacts from the requested action. The CAO and County Counsel are providing significant staff time in support of the Advisory Committee.

| Staffing Impacts | | | |
|---|---|------------------------------|------------------------------|
| Position Title (Payroll Classification) | Monthly Salary Range (A – I Step) | Additions (Number) | Deletions (Number) |
| | | | |
| | | | |
| Narrative Explanation of Staffing Impacts (If Required): | | | |
| No impacts | | | |
| Attachments: | | | |
| Sonoma County Library JPA Review Advisory Committee – Comments Received and Committee Actions re: Draft Amended JPA | | | |
| First Amended and Restated Sonoma County Amended Library Joint Powers Agreement | | | |
| Related Items “On File” with the Clerk of the Board: | | | |
| | | | |

SONOMA COUNTY LIBRARY JPA REVIEW ADVISORY COMMITTEE
 COMMENTS RECEIVED and COMMITTEE ACTIONS RE: DRAFT AMENDED JPA

November 18, 2013

| TOPIC | REQUESTS | RATIONALE | COMMITTEE ACTION |
|---|---|---|--|
| Community Funding for Additional Hours and Other Purposes | <p>County: Require a 2/3 vote of the Commission to approve community-funded hours (thus adding a requirement for one more affirmative vote regardless of the size of the Commission), retaining the requirement for an equal number of core, baseline hours among all branches.</p> <p>Santa Rosa:</p> <ul style="list-style-type: none"> a. Additional discussion needed, including potential to raise the threshold for adding hours to 3/4 or 4/5 vote of Commission. b. Consider idea of requiring that a % of funds raised be allocated to system-wide use (i.e., 20% of funds raised must be used for betterment of system.) c. Consider limiting number of additional hours. d. Do not impose restrictions on local funding for major capital improvements. e. Consider restrictions on local funding for programs, equipment, materials, etc. separate from hours. <p>Petaluma, Sebastopol, Healdsburg, Cloverdale: Opposed to allowing additional community-funded hours.</p> <p>Sebastopol: General support for county-wide revenue-raising measure.</p> <p>Cotati, Windsor, Sonoma, Rohnert Park: Supportive of allowing community funding of additional branch service hours.</p> <p>Sonoma: Include provision that existing local Library staff would have right of first refusal for any additional hours.</p> | <p>For allowing locally-funded hours:</p> <ul style="list-style-type: none"> a. Improves access for local communities as well as to the public in whole since additional hours will be available to all users. b. Provides additional access to Library and programs tailored specifically for Sonoma Valley [all programs would be open to the public countywide] c. A JPA and other jurisdictions should not impose their preferences on another jurisdiction. <p>Against allowing locally-funded hours:</p> <ul style="list-style-type: none"> a. There are significant social equity implications in allowing community-based funding for additional hours. The JPA should require a higher threshold before allowing such funding, or not allow it at all. b. Allowing a community to fund hours locally could undermine support for County-wide efforts to better fund the Library system. | <p>Initial Vote: 6 in favor of allowing community-funded hours (Rohnert Park, Sebastopol, Sonoma, Windsor, Cotati, and County {with conditions}) 5 opposed (Petaluma, Cloverdale, Santa Rosa, Healdsburg, and Commission).</p> <p>Final Action: Unanimous agreement to allow additional community-funded hours with super majority requirement of 2/3 of entire Commission, and intent that the Commission establish significant minimum threshold requirements such as, for example, fully loaded costs for two years required in advance.</p> |
| Allowing Alternate Commissioners | <p>Rohnert Park: JPA should allow for alternates to be appointed to Commission</p> | <p>The Commission will operate more smoothly when alternates can attend, particularly since the JPA includes super-majority voting requirements when it will be important to have most if not all</p> | <p>7-3 vote to retain language which does not allow alternates</p> <p>In favor: Commission, Cotati, Healdsburg,</p> |

| | | | |
|-----------------------------|---|---|---|
| | | of the Members represented. | Sonoma, Santa Rosa, Cloverdale, Petaluma. Opposed: Windsor, Sebastopol, Rohnert Park |
| Frequency of Strategic Plan | County: Change the timing requirement for a Strategic Plan from every ten years to every five years. Rohnert Park: Support Strategic Plan update every five years. Santa Rosa and Sonoma: No change to timing requirement ; Support 10 year timeframe. | County: More frequent strategic planning is needed to ensure the Library is responsive to changing circumstances. Santa Rosa: Provide flexibility to Commission, particularly since language allows for more frequent Strategic Plans and these efforts can require significant time and funding. | 8-2 vote to retain language requiring strategic plan to be completed at least every 10 years, and to suggest to new Commission and Director that completing a strategic plan be a priority In favor: Commission, Cotati, Sonoma, Healdsburg, Santa Rosa, Cloverdale, Petaluma, Windsor Opposed: Sebastopol, Rohnert Park |
| Commission Membership | County and Santa Rosa: Add two representatives to Commission, one each from the County and Santa Rosa. All other cities: Retain language for one representative per jurisdiction. | County and Santa Rosa: a) The County and Santa Rosa have substantially larger populations than others. The unincorporated County has approximately 1/3 of the County population, Santa Rosa 1/3, and the other Cities 1/3. b) The unincorporated County provides 45% of the property tax funding for the Library; Santa Rosa provides 25%; the other Cities provide 30%. c) The unincorporated parts of the County require representation due to their remote nature and unique circumstances compared to the cities. Other Cities: | <ul style="list-style-type: none"> • Option 1, one representative per jurisdiction: Sebastopol, Healdsburg, Sonoma, Windsor, Cotati, Commission, Rohnert Park (7 in favor) • Option 2, one per jurisdiction except two for County: Petaluma, Cloverdale (with intent to have County representatives represent West County, and rest of County) (2 in favor) • Option 3, Two for County and two for Santa Rosa: Santa Rosa, County (2 in favor) |

| | | | |
|---|---|---|--|
| | | One vote per jurisdiction is appropriate level of representation for shared governance. Additional representation from County and Santa Rosa will provide two jurisdictions with disproportionate share of control. | |
| Voting Requirements for imposing taxes or issuing bonds | <p>Santa Rosa: Require 2/3 vote of Member jurisdictions, not just Commission, before proceeding with tax measure or issuing bonds.</p> <p>Petaluma: Support requiring all Member jurisdictions to agree to place tax measure on ballot.</p> <p>Cotati: Generally supportive of requirement for 2/3 of Member jurisdictions to vote for taxes or bonds.</p> <p>Windsor: Supportive of requirement for 2/3 of Member jurisdictions to vote for taxes or bonds.</p> <p>Sonoma: Supportive of 2/3 requirement of member jurisdictions.</p> | Santa Rosa: Imposing taxes and issuing debt are major policy decisions that should require a higher threshold for approval. | <p>6-4 vote to retain current language, which does not require 2/3 of Member jurisdictions to approve tax measure or issuing bonds.</p> <p>In favor of current language: Commission, Cotati, Healdsburg, Sebastopol, Cloverdale, Rohnert Park</p> <p>Opposed, and supporting requiring vote of 2/3 of membership: Windsor, Sonoma, Santa Rosa, Petaluma.</p> |
| Status of Central Branch | <p>Santa Rosa: Retain language in Section 20 of current JPA requiring mutually agreeable lease of Central Branch should Santa Rosa terminate participation in JPA, rather than proposal language in Draft Amended JPA giving the Library “exclusive occupancy and control of the Central Library building and grounds.”</p> <p>Note: No other jurisdiction has expressed concern with Santa Rosa’s position.</p> | Santa Rosa: The City does not want to give up complete control over the future of a key public facility it owns in its downtown area. | Unanimous agreement to retain language in current JPA (see note 1 below). |
| Timeframe for filling vacancies | Rohnert Park: Extend timeframe for filling vacancies from 30 to 60 days. | The longer time frame is more realistic and fits how timing for appointments works in most cases, given timelines for applications, reviews, and appointments. | Unanimous agreement to allow 60 days to fill vacancies on Commission. |
| | | | |

| | | | |
|--|---|--|---|
| Clarify language re: ordinances | Santa Rosa and Cotati requested clarification | Unclear why JPA needs this authority | Unanimous agreement to retain language re: ordinances since the authority applies only to those ordinances necessary for the Library to carry out its functions, including levying taxes. |
| Clarify termination language | Santa Rosa, Sebastopol, and Rohnert Park requested clarification for what happens to debts and buildings should a Member terminate participation | There are concerns about the status of buildings and debts, with the cities not wanting to take on future liabilities. | Unanimous agreement to retain language re: termination since the draft amended JPA agreement is no different from the current JPA agreement in this regard; the proposed draft agreement does not affect ownership of or title to buildings, or underlying secured building debts. |
| Clarify if Mello Roos taxes potentially applicable | Santa Rosa asked to remove reference to Mello Roos taxes if they are not applicable. | Mello Roos taxes are potentially applicable. | Unanimous agreement to retain reference as Mello Roos taxes may be applicable (see Note 2, last page). |
| Question regarding Member liability | Sebastopol asked whether JPA Members are liable for the debts of the membership. | | Unanimous agreement to retain language re: member liability. JPA Members are not liable for the operational, business or contractual debts of the JPA (see Section I.B, GS § 6508.1, and GC § 6551); however, Members are jointly and severally liable for tort claims if the JPA cannot pay them (see GC § 895.2.) |
| Request for additions to by-laws list | Windsor: Consider a Commissioner meeting attendance requirement; consider providing appointing authority with annual meeting attendance record of appointee, for appointing authority to take into consideration at time of considering reappointment. | | Voted 5-2 to not add request to by-laws list. |

Note 1. Central Library Branch

To address Santa Rosa's concern, it is recommended that Section X.C.3 be revised to read as follows:

3. Any temporary or permanent relocation of a regional branch library shall be mutually agreed upon by the Library and the Member(s) owning the subject library facility or facilities.

a. Notwithstanding the foregoing, in consideration of its unique and important role in the provision of county-wide library services, the Library shall continue to have the exclusive occupancy and control of the Central Library building and grounds in Santa Rosa, California. The Library has previously paid the City of Santa Rosa approximately \$1,355,895 to allow it to retire its outstanding bonded indebtedness for which the City was liable on account of the Central Library building. Upon retirement of such indebtedness, the City of Santa Rosa has agreed to allow the Library to continue to occupy and control it without further service from the Library.

b. In the event the City of Santa Rosa withdraws from the Library, and provided the County of Sonoma continues to be a Member of the Library, the Library shall have the right to lease such portions of the Central Library building as are essential for the operation of the County library, under terms which are mutually agreeable to the Library and the City of Santa Rosa.

Note 2. Mello Roos Taxes

Section II.B.8 provides that the special powers granted to the Library JPA include the power to:

8. To impose, levy, collect or cause to be collected, to receive and use sales taxes, parcel taxes, Mello Roos taxes, property taxes, special taxes, or any other type of tax or assessment, as authorized by law.

**First Amended and Restated Joint Powers Agreement
for the County-Wide Provision of Library
Services by the Sonoma County Library**

This First Amended and Restated Joint Powers Agreement for the County-Wide Provision of Library Services by the Sonoma County Library (“Agreement”) is made and entered into pursuant to the provisions of Title 1, Division 7, Chapter 5, Article 1 (Sections 6500 *et seq.*) of the California Government Code relating to the joint exercise of powers among the Parties hereto, and amends the original Joint Powers Agreement dated January 27, 1975 (the “Original Agreement”).

RECITALS

A. In the Original Agreement, the County of Sonoma and the Cities of Santa Rosa, Healdsburg, Petaluma, and Sonoma created a separate joint powers authority entity pursuant to California Government Code Sections 6500, *et seq.* (the “JPA Act”) named the Sonoma County Library, which was established for the purpose of consolidating their existing public library services and continuing the operation of free public library services throughout the County of Sonoma.

B. The Sonoma County Library is a county free library pursuant to California Education Code Sections 19100, *et seq.*, a local agency pursuant to California Revenue and Taxation Code Section 95(m), and a special district pursuant to California Revenue and Taxation Code Section 2216.

C. The Sonoma County Library has been successful in providing county-wide free public library services to the public in the County of Sonoma, providing community education and literacy services, and fulfilling its mission since its creation on January 27, 1975.

D. The Parties to this Agreement hereby desire to continue the Sonoma County Library and the provision of free public library services throughout the County of Sonoma, and to amend the Original Agreement with respect to the terms and provisions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, the executing Parties agree to the following terms and provisions:

I. PURPOSE

A. Amended and Restated Agreement. The purpose of this Agreement is to modify and amend the Original Agreement with respect to matters relating to membership, governance, administration, and operations of the Sonoma County Library (“Library”), a JPA Act entity. The terms and provisions of this Agreement replace the Original Agreement in its entirety. Unless expressly stated herein, this Agreement does not affect any of the Library’s contracts, debts, revenues, claims, obligations, policies, procedures, or bylaws that pre-date this Agreement, which will continue to remain in full force and effect in accordance with their terms and/or applicable law.

B. Continuation of the Sonoma County Library as a JPA Act Public Entity. The parties to the Original Agreement created the Library as a distinct public entity, separate and apart from the parties to such agreement, pursuant to the provisions of the JPA Act (Government Code Section 6506) and Education Code Sections 19100, *et seq.* It is the intent of the Parties that, under this Agreement, the Library continue as a distinct public entity under the JPA Act and other applicable law. Pursuant to Government Code Section 6508.1, the debts, liabilities or obligations of the Library shall not be debts, liabilities or obligations of the individual Parties to this Agreement, unless the governing body of a Party expressly agrees in writing to assume any of the debts, liabilities or obligations of the Library.

C. Library Services Provided. The Library shall be responsible for operating, managing, and administering the integrated free public library system in the County of Sonoma, consistent with the terms of this Agreement.

D. Commitment to County-Wide Library System. The Parties to this Agreement agree to collaborate and work cooperatively with one another and the Library in good faith to ensure the provision of library services to Sonoma County citizens across the regional county-wide library system.

II. POWERS

A. General Powers. The Library shall have the powers common to the Parties to this Agreement that are necessary or convenient to the operation of the free public library system in the County of Sonoma, as well as other powers accorded to it by law, subject to the restrictions set forth herein.

B. Specific Powers. The Sonoma County Library is authorized in its own name to perform all acts necessary for the exercise of common powers to carry out this Agreement, including, but not limited to, the following:

1. To make and enter into contracts;
2. To employ agents and employees;
3. To obtain legal, financial, accounting, technical, and other services as needed to carry out its mission;
4. To acquire, construct, manage, maintain and operate any buildings, works, or improvements;
5. To acquire, hold, lease, or dispose of property;
6. To incur debts, liabilities, and obligations, including but not limited to loans from private lending sources pursuant to its temporary borrowing powers such as Government Code §§ 53850, *et seq.*, and authority under the JPA Act;
7. To issue revenue bonds and other forms of indebtedness;

8. To impose, levy, collect or cause to be collected, to receive and use sales taxes, parcel taxes, Mello Roos taxes, property taxes, special taxes, or any other type of tax or assessment, as authorized by law;

9. To apply for, accept, and receive all permits, grants, loans, or other aids from any federal, state, or local public agency;

10. To receive and administer trusts, gifts, contributions, and bequests, as well as receive donations of property, funds, services and other forms of financial assistance, from any person, entity, or agency;

11. To sue and be sued in its own name;

12. To promulgate, adopt, and enforce any ordinances, policies, rules and regulations as may be necessary and proper to implement and effectuate the terms, provisions, and purposes of this Agreement; and

13. To exercise all powers reasonable or necessary to accomplish the foregoing.

C. Eminent Domain. The Library shall not have the power to acquire property by eminent domain unless the Member having jurisdiction over the subject property has expressly granted it such power in writing. Alternatively, Members may exercise their own eminent domain powers for the benefit of the Library. The Members shall work cooperatively and in good faith with the Library to address any eminent domain issues for the benefit of the regional library system.

D. Restriction on Exercise of Powers. Pursuant to the JPA Act (i.e., Government Code Sections 6508 and 6509), all common powers exercised by the Library shall be exercised in a manner consistent with, and subject to, the restrictions and limitations upon the exercise of such powers as are applicable to the County of Sonoma, a general law county.

III. EFFECTIVE DATE AND TERM

A. Effective Date. This Agreement shall become effective on February 1, 2014, or the date by which the governing bodies of all of the parties to the Original Agreement (the County of Sonoma and the Cities of Santa Rosa, Healdsburg, Petaluma, and Sonoma) have executed this Agreement, whichever is later. Such date shall be the “Effective Date” for purposes identified herein.

B. Term. This Agreement shall remain effective until it is terminated in accordance with the provisions set forth below in Section XI.A, subject to the rights of individual Parties to withdraw from the Library.

IV. MEMBERSHIP

A. Current JPA Members. Prior to the Effective Date of this Agreement, the sole Members of the Sonoma County Library are the County of Sonoma and the Cities of Santa Rosa, Healdsburg, Petaluma, and Sonoma. These parties shall remain Members of the Library after the Effective Date of this Agreement, subject to the terms and conditions herein.

B. Membership Eligibility. After the Effective Date of this Agreement, other incorporated cities within the geographic boundaries of the County of Sonoma may also become Members of the Library. To become a Member, the governing body of a city must: (1) approve of and request membership in writing; (2) execute this Agreement; and (3) present such documents to the Library Commission. Admission of a new Member under this provision shall not require this Agreement to be modified or amended.

C. “Member” Defined. For the purposes of this Agreement and after its Effective Date, the term “Member” shall refer to the County of Sonoma and any incorporated city within the geographic boundaries of the County which: (1) are eligible to join the Library as a Member pursuant to the provisions of this Agreement; (2) have signed this Agreement as a Party; and (3) have satisfied all other requirements to become a Member set forth herein.

V. LIBRARY ADVISORY BOARDS

A. LAB Creation. The Library shall establish a Library Advisory Board (“LAB”) in each city or community in which at least one regional branch library operates. The LABs shall be comprised of, and shall be operated by, the residents of their respective service areas who shall be appointed by the Commission. Each LAB shall set its own procedural rules and operational bylaws, and shall comply with the provisions of the Ralph M. Brown Act, California Government Code Section 54950, *et seq.* As of the Effective Date, all existing LABs shall continue to remain in effect.

B. LAB Purpose. The purpose of the LABs shall be to provide information and make recommendations to the Commission and the Library Director on matters affecting library service based on input from their respective service areas.

C. LAB Liaisons. Each LAB may appoint one LAB member to act as a liaison to the Library Commission, who shall present an annual report on the activities of the LAB to the Library Commission.

D. Annual LAB Meeting. All LABs are encouraged to hold one combined meeting at least once a year to address system-wide library service and related issues.

VI. GOVERNANCE

A. Library Commission. The Library Commission (“Commission”) is the governing and administrative body of the Sonoma County Library. Generally, it shall be responsible for exercising the powers set forth in this Agreement and applicable law to accomplish the purposes of the Library. Specific responsibilities of the Commission are as follows:

1. Provide structure and direction for operational, administrative and fiscal oversight of the Library;

2. Before the beginning of each Fiscal Year (as defined in Section IX.E), adopt, in its sole discretion, either an annual or a multi-year budget for the Library, and revise it periodically as necessary;

3. Ensure strict accountability of all funds and reports of all receipts and disbursements;
4. Identify and pursue additional funding sources for the Library;
5. If approved by a 2/3 vote of the Commission, issue bonds or other forms of indebtedness, and/or impose or levy taxes as authorized by this Agreement and/or applicable law;
6. Approve a strategic plan which addresses existing and proposed new facilities, operations, technology, and budget, at least once every ten years;
7. Adopt a facilities maintenance plan at least once every three years, and revise it as necessary;
8. Contract for, employ or otherwise engage sufficient administrative, technical, support and other staff, consultants and contractors, and provide for necessary direction, management and oversight for all staff, consultants and contractors;
9. Approve employment agreements or memoranda of understanding with employees and/or their representative bargaining units;
10. Adopt personnel rules and regulations;
11. Oversee the Library Director's performance of duties;
12. Adopt rules for procuring supplies, equipment and services, and for the disposal of surplus property;
13. Adopt a conflict of interest code, as required by law;
14. Adopt bylaws, policies, rules and regulations as necessary for the purposes of this Agreement; provided that nothing in the bylaws, policies, rules and regulations shall conflict with this Agreement or applicable law;
15. Review this Agreement once every ten years to determine its continuing effectiveness, and present written findings to Members; and
16. Discharge other duties consistent with the purposes of this Agreement as appropriate or required by statute.

B. Commissioners Appointed by Parties. The governing body of each Member of the Library shall be entitled to appoint one representative to sit on the Commission as a voting member ("Commissioner"). Commissioners must be Sonoma County residents, and shall be appointed and serve pursuant to the rules of appointment adopted by each Member's governing body.

1. Each Commissioner shall be appointed to serve for a term of four years; provided, however, that ½ of the number of Commissioners initially appointed (as chosen by lots) shall serve for an initial term of two years, though all subsequent appointments shall be for a term of four years. There is no limit on the number of terms a Commissioner may serve.

2. Initial appointments to the Commission by Members shall become effective on the Effective Date, or immediately after a city first becomes a Member of the Library, whichever is later.

3. If a Member's seat on the Commission becomes vacant at any time, the governing body of the Member shall appoint another representative to fill the vacancy within 60 days of the date on which such position became vacant.

4. Commissioners newly appointed to the Commission shall be provided with training for their position by the Commission, Library Director, or other persons, as designated by the Commission.

C. Commission Officers. The Commissioners shall select, from among themselves, a Chair who shall be the presiding officer of all Commission meetings, and a Vice Chair who shall serve in the absence of the Chair. In addition, the Commission shall appoint a Secretary and/or Clerk (who need not be Commissioners) to be responsible for keeping the minutes of all meetings of the Commission and posting agendas.

D. Reimbursement of Expenses. Commissioners shall serve without compensation, but may be paid actual expenses incurred in the performance of their duties.

E. No Personal Liability of Commission Members. Under the JPA Act, no Commissioner shall be personally liable for any debts, obligations or liabilities of the Library, or on any bonds issued by the Library, nor subject to any personal liability or accountability by reason of the Library's incurrence of debts, obligations or liabilities or issuance of bonds.

VII. COMMISSION MEETINGS AND VOTING

A. Regular Meetings. The Commission shall hold its regular meetings on a monthly basis pursuant to a meeting schedule, but may reschedule or dispense with particular meetings as it deems necessary or appropriate.

B. Special Meetings. Special meetings of the Commission may be called by the Chair or as provided for in the bylaws.

C. Call, Notice, and Conduct of Meetings. All meetings of the Commission shall be noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act, California Government Code Section 54950, *et seq.* As soon as practicable, but no later than the time of posting, the Secretary or Clerk shall provide a copy of the posted agenda to each Member and Commissioner. Commissioners may attend meetings remotely (via telephone, video conferencing, etc.) with full voting rights, to the extent practicable and as permitted by law.

D. Minutes. The Secretary or Clerk shall prepare minutes of all Commission meetings as soon as practicable after each meeting, and shall make the draft minutes available to each Commissioner, the Members, and other interested parties upon request. The Commission shall consider the minutes at the next regularly scheduled meeting for approval.

E. Quorum. A majority of the Commissioners duly appointed to the Commission as of any meeting date shall constitute a quorum of the Commission for the transaction of business.

If there is less than a quorum present at a meeting, no Commission action can be taken, and the meeting may be adjourned.

F. Voting. All voting power of the Library shall reside in the Commission. Each Commissioner shall have one vote. No absentee ballot or proxy is permitted. The affirmative vote of at least a majority of the Commissioners attending a meeting is required for the Commission to take any action. However, a 2/3 vote of all duly-appointed Commissioners is required for those actions expressly identified in Section VI.A.5 of this Agreement, and a vote of at least a quorum of all duly-appointed Commissioners is required for any of the following actions: (1) approval of the budget; (2) approval of collective bargaining agreements; (3) approval of new regional branch libraries; (4) decisions to incur debts from public or private lending sources that do not otherwise require a 2/3 vote; and (5) adoption or revision of bylaws.

VIII. OFFICERS, COMMITTEES, AND LIAISONS

A. Library Director. The Commission shall appoint a Library Director who shall meet the qualifications of a “county librarian” as specified in Education Code Section 19142. The Library Director shall report directly to the Commission, and shall serve at the pleasure of the Commission. The Library Director shall be responsible for the day-to-day operation, administration, and management of the Library, and shall perform duties as assigned by the Commission and specified in this Agreement.

1. Subject to the general policies adopted by the Commission, the Library Director shall build up and manage, according to accepted principles of library management, the library for the use of the residents of Sonoma County and shall, subject to budget limitations, determine what materials, furniture, fixtures, and equipment shall be purchased.
2. The Library Director shall have the power to employ staff, consultants and independent contractors as may be necessary to carry out the purposes of this Agreement, subject to the policies, rules and regulations set by the Commission.
3. The Library Director is authorized to make payments for the Library under any contract or agreement previously approved by the Commission where the payments are identified therein. The Commission may also, by resolution, authorize the Library Director to pay claims of the Library which do not exceed amounts identified in the resolution.
4. The Library Director shall apply for and, with the approval of the Commission, accept and administer grants and subventions from outside funding sources, both public and private.
5. The Library Director shall prepare and file all notices with the Secretary of State as required by Government Code Sections 6503.5, *et seq.*, and shall be responsible for preparing and filing any other notices required by law.
6. The Library Director is the custodian of Library property and, pursuant to Government Code Section 6505.1, is required to file an official bond in an amount set by the Commission or as otherwise required by law.

7. Decisions of the Library Director regarding policies, facilities, and materials may be appealed to the Commission pursuant to criteria and procedures established in its bylaws.

B. Chief Financial Officer. The Library Director shall appoint a person, firm or entity to act as the Chief Financial Officer to the Library. The Chief Financial Officer shall be responsible for overseeing the Library's financial activities and shall, in writing, approve the accuracy of figures contained in each recommended budget presented to the Commission. The Chief Financial Officer shall report directly to the Library Director.

C. Treasurer, Controller, and Annual Audit. The Sonoma County Auditor-Controller-Treasurer-Tax Collector shall act as the Treasurer and Controller for the Library. The Treasurer and Controller shall perform all usual and customary duties of their offices for the Library, including but not limited to receiving all deposits, issuing warrants per direction, and other duties specified in Government Code Section 6505.5. The Commission may transfer the responsibilities of the Treasurer and/or Controller to any other person or entity as the law may provide at the time (see e.g., Government Code Section 6505.5). The Commission shall cause an independent annual audit to be made by a certified public accountant, or public accountant, in compliance with Government Code Section 6505.

D. Legal Counsel. The Commission shall appoint a person, firm or entity to act as general legal counsel to the Library.

E. Committees. The Commission may establish any advisory committees it deems appropriate to assist it in carrying out its functions, including both standing and ad hoc committees.

F. Liaisons. The Commission may appoint liaisons to the Commission as it deems appropriate to assist it in carrying out its functions, and to assist with outreach to school districts and other community institutions. In addition, each LAB may appoint one LAB member to act as a liaison to the Commission, per Section V.C of this Agreement.

IX. LIBRARY BUDGET, TAX LEVIES AND REPORTING

A. Budget Requirements. The Library shall operate only under an approved and balanced budget, which must be reviewed, adopted, and/or revised by the Commission each Fiscal Year. The Commission may revise an adopted budget as may be reasonably necessary to address contingencies, and unexpected expenses or financial circumstances.

B. Budget Process. The Library Director is responsible for preparing the recommended budget to present to the Commission with assistance from the Chief Financial Officer. At least one month prior to the Commission's annual public sessions to be held on the budget, the Library Director and Chief Financial Officer shall hold a public discussion or workshop with respect to the budget.

C. Tax Levies. The County of Sonoma (and any other Member as applicable) shall continue to annually levy, in the same manner and at the same time as other similar taxes are levied, and in addition to all other taxes, the tax upon all property to maintain and improve the

Library system. Such library tax revenues shall be deposited with the Library's Treasurer, and paid out for the purposes authorized by this Agreement.

D. Annual Report. The Commission shall comply with Education Code Section 18927, and shall provide an annual report to the State Librarian and the Members on the condition of the Library. The Library Director shall comply with Education Code Section 19169, and shall provide an annual report to the Commission, the Members, and the State Librarian on the condition of the Library.

E. Fiscal Year. The Library's Fiscal Year shall be 12 months commencing July 1 and ending June 30.

X. SERVICES, RESOURCES, AND FACILITIES

A. Services. It is the intention of the Parties that the services the Library presently offers to the public be continued at or above current levels in all of its regional branch libraries. Such services include, but are not limited to, the size and quality of collections, hours of operation, qualifications of staff, and availability of technology. The Library shall endeavor to increase existing levels of services, and the locations in which services are provided, as allowable.

B. Distribution of Resources. The Library shall distribute its personnel, financial and technological resources among the various regional library branches in an equitable fashion, unless such distribution is expressly restricted (such as conditions in a gift or bequest).

1. With respect to hours of operation, an equitable distribution of resources requires that all regional branch libraries be funded in a manner allowing them to remain open to the public the same baseline number of hours, with the exception of the Central Branch in Santa Rosa (which may be funded to allow it to remain open to the public for more hours than the other regional branch libraries).

2. Nothing in this Agreement shall be construed as prohibiting a Member, person, or other entity from providing additional funding to a particular regional branch library for the purpose of allowing an increase in the baseline hours of operation; provided, however, that access to any such increased hours of operation at a particular branch must be made be available to all Sonoma County residents. The Commission shall develop policies and procedures in its bylaws to establish conditions for reviewing and granting any such requests to increase hours of operation, and must approve of all such requests prior to implementation by a vote of at least 2/3 of all duly-appointed Commissioners. The Commission's bylaws shall require the requesting party to address the impacts of a request on the operation of the particular branch as well as the Library system-wide, including but not limited to affects on personnel and administration. The Commission may approve such requests only if they will not have an adverse impact on the operation or administration of any regional branch library or the Library system-wide, and only if they satisfy minimum threshold requirements to be established by the Commission (such as requiring upfront payment of 24 months of all operating costs associated with the increase in hours).

C. Facilities. All facilities used or operated by the Library shall meet minimum standards satisfactory to the Commission.

1. The Library shall enter into and maintain lease agreements for each facility in which it operates, or intends to operate, a regional branch or rural station library, unless the facility is owned by the Library. The Commission shall establish lease agreement standards and requirements in its bylaws, and shall approve Library leases that are consistent therewith.

2. The Library and Members who own library facilities shall work together to plan for the provision and payment of capital improvements and capital repairs to facilities operated by the Library, including but not limited to major repair and replacement of building structures, HVAC systems, plumbing, roofing, ADA improvements, and other structural elements or external features such as parking lots.

3. Any temporary or permanent relocation of a regional branch library shall be mutually agreed upon by the Library and the Member(s) owning the subject library facility or facilities.

a. Notwithstanding the foregoing, in consideration of its unique and important role in the provision of county-wide library services, the Library shall continue to have the exclusive occupancy and control of the Central Library building and grounds in Santa Rosa, California, subject to a written lease. The Library has previously paid the City of Santa Rosa approximately \$1,355,895 to allow it to retire its outstanding bonded indebtedness for which the City was liable on account of the Central Library building. Upon retirement of such indebtedness, the City of Santa Rosa has agreed to allow the Library to continue to occupy and control it without further debt service from the Library.

b. In the event the City of Santa Rosa withdraws from the Library, and provided the County of Sonoma continues to be a Member of the Library, the Library shall have the right to lease such portions of the Central Library building as are essential for the operation of the County library, under terms which are mutually agreeable to the Library and the City of Santa Rosa.

4. Members shall obtain the prior written approval of the Commission with respect to any proposed new library branches and any expansion/remodeling of existing library branches, including approval of plans and specifications. With respect to any library facility owned by a Member, the Commission shall not unreasonably withhold its approval of modifications proposed by that Member if they are required by state or federal law. Any architects retained by a Member for such purposes shall consult with the Library Director as often as the latter deems necessary to the proper exercise of his/her responsibilities.

XI. TERMINATION AND WITHDRAWAL

A. Mutual Termination. This Agreement may be terminated only by the mutual agreement of all of the Parties; withdrawal of all but one of the Parties shall constitute a mutual termination of this Agreement by all Parties as of the end of the Fiscal Year in which the penultimate Party withdraws. Upon termination of this Agreement, Members shall mutually agree upon the disposition of Library funds and assets remaining after satisfaction of all of its

debts and obligations. If the Members are unable to reach an agreement on such disposition, the Library funds and assets shall be apportioned pursuant to each Member's proportionate share (based on assessed values for library tax purposes), which shall be determined by the Library's Treasurer.

B. Withdrawal. Individual Members may withdraw from the Library without affecting the continuing operation or administration of the Library. Individual Members may withdraw from the Library by complying with all applicable laws and by giving a minimum of one year's written notice to the Commission and all other Members, which withdrawal shall be effective only at end of a given Fiscal Year. Any Member who withdraws from the Library shall not be entitled to distribution of any Library property or funds; the Library shall retain all property used in the provision of library services at the Member's facilities, including but not limited to furniture, fixtures, technology, equipment, and library collections and materials. Further, a withdrawing Member shall be responsible for satisfying its proportionate share (based on assessed values for library tax purposes) of all outstanding debt and obligations for system-wide costs, and all costs relegated to any regional branch library in the Member's jurisdiction, that exist at the time of withdrawal. Upon withdrawal, all future library tax revenues attributable to the withdrawing Member shall revert to that Member only if it assumes the responsibilities of providing a free public library within its jurisdiction and if otherwise allowed by law.

XII. MISCELLANEOUS PROVISIONS

A. Privileges and Immunities from Liability. All of the privileges and immunities from liability, applicable to the activities of officers, agents or employees of a public agency when performing their respective functions, shall apply to the officers, agents or employees of the Library to the same degree and extent while performing any of the functions and other duties of such officers, agents or employees under this Agreement. None of the officers, agents or employees directly employed by the Library shall be deemed, by reason of their employment by the Library, to be employed by the Parties to this Agreement or subject to any of the requirements of the Parties.

B. Insurance. The Library shall be required to obtain insurance, or join a self-insurance program(s) in which one or more of the Parties participate, appropriate for its operations. Any and all insurance coverages provided by the Library, and/or any self-insurance programs joined by the Library, shall name each and every Party to this agreement as an additional insured for all liability arising out of or in connection with the operations by or on behalf of the named insured in the performance of this Agreement. Minimum levels of the insurance or self-insurance program shall be set by the Library in its ordinary course of business. The Library shall also require all of its contractors and subcontractors to have insurance appropriate for their operations.

C. Indemnification of Parties and Participants. The Library shall defend, indemnify, and hold harmless the Parties and each of their respective officers, agents, and employees, from any and all claims, losses, damages, costs, injuries, and liabilities of every kind arising directly or indirectly from the conduct, activities, operations, acts, and omissions of the Library.

D. Amendment of this Agreement. This Agreement may be amended only by the written agreement of all Parties.

E. Severability. If one or more clauses, sentences, paragraphs or provisions of this Agreement shall be held to be unlawful, invalid or unenforceable, it is hereby agreed by the Parties that the remainder of the Agreement shall not be affected thereby. Such clauses, sentences, paragraphs or provision shall be deemed reformed so as to be lawful, valid and enforced to the maximum extent possible.

F. Parties to be Served Notice. Any notice authorized or required to be given pursuant to this Agreement shall be validly given if served in writing either personally, by deposit in the United States mail, first class postage prepaid with return receipt requested, or by a recognized courier service. Notices given (a) personally or by courier service shall be conclusively deemed received at the time of delivery and receipt and (b) by mail shall be conclusively deemed given 48 hours after the deposit thereof (excluding Saturdays, Sundays and holidays) if the sender receives the return receipt. All notices directed to the Library shall be addressed to the Chair of the Library Commission, or such other person designated in writing by the Commission, and shall be copied to all Parties.

G. Complete Agreement. This Agreement constitutes the full and complete agreement of the Parties with respect to the subject matter hereof. All prior negotiations and written and/or oral agreements between the Parties with respect to the subject matter of this Agreement are merged into this Agreement.

H. Execution in Counterparts. This Agreement may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as an original instrument and as if all signing Parties had signed the same instrument.

WHEREFORE, the Parties agree to and execute this Agreement as of the dates set forth below.



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: December 10, 2013

Vote Requirement: Majority

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

Staff Name and Phone Number:

Veronica Ferguson, (707) 565-2431

Supervisorial District(s):

All

Title: Approve the Charter and confirm appointments to the Community and Local Law Enforcement Task Force

Recommended Actions:

Approve the revised Charter for the Community and Local Law Enforcement Task Force

Appoint individuals to the Community and Local Law Enforcement Task Force, selected by individual members of the Board of Supervisors, the Mayor of Santa Rosa, the Sheriff, and the District Attorney. Appointments are for a term of one year, expiring December 31, 2014.

Executive Summary:

On December 3rd, the Board endorsed a range of specific actions to help the community move forward in action, hope, and with aspiration following the Andy Lopez tragedy. As one of these actions, the Board endorsed the creation of a Community and Local Law Enforcement Task Force and requested some specific amendments to the draft Task Force charter language. Section 2 of the Task Force Charter has been updated to broaden the Task Force's ability to consider any models for an independent citizen review body, or to develop its own unique model. The Charter has also been modified to identify the Task Force as having a reviewing role of staff led initiatives described in the December 3rd report, so that the Task Force may provide comment and recommendation on items prior to their submittal to the Board of Supervisors for action.

For the work of the Task Force to begin, it is necessary for appointments to be made. The Task Force will be comprised of 3 members to be appointed by each Board member, 3 recommended for appointment by the Sonoma County Sheriff, 2 appointed by the Mayor of Santa Rosa, and 1 recommended for appointment by the District Attorney, with the goal that the make up of the Task force represents our diverse community demographically, geographically and from all walks of life.

At the time of this writing, specific individual appointment recommendations were still being collected and will be provided for Board consideration on December 10, 2013.

The initial meeting of the Task Force will take place on Monday, January 6, 2014 at 7:00 p.m at the Human Services Department Employment and Training Office, at 2227 Capricorn Way, Santa Rosa. This will be an organizing meeting for the Task Force to select officers (likely a Chair and Vice Chair) and confirm a desired meeting schedule for its weekly meetings. Staff will also be prepared to begin discussion of approaches to the work of Task Force to address its assigned tasks.

Prior Board Actions:

December 3, 2013 considered a series of actions and provided overall direction on recommendations to advance community healing following the Andy Lopez tragedy.

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

Fiscal Summary - FY 13-14

| Expenditures | | Funding Source(s) | |
|---------------------------|-----------|----------------------|-----------|
| Budgeted Amount | \$ | | \$ |
| Add Appropriations Req'd. | \$ | State/Federal | \$ |
| | \$ | Fees/Other | \$ |
| | \$ | Use of Fund Balance | \$ |
| | \$ | Contingencies | \$ |
| | \$ | | \$ |
| Total Expenditure | \$ | Total Sources | \$ |

Narrative Explanation of Fiscal Impacts (If Required):

Fiscal impacts are under development and will be brought back individually to the Board for action as needed.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

Community and Local Law Enforcement Task Force Charter

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

Community and Local Law Enforcement Task Force Charter
December 10, 2013

1. Background: The Need

Sonoma County recently experienced a tragedy in the shooting death of Andy Lopez by a Sonoma County deputy sheriff when he was seen carrying a BB gun designed as a replica assault rifle. An investigation process is underway currently, including potential federal investigation and civil legal proceedings on behalf of the Lopez family. However, Andy's death has generated a need for community healing efforts addressing a wide range of issues. This Task Force is being created to address four important issues necessary for this healing through the convening of 21 representative members of the community and ultimately making recommendations to the Board of Supervisors.

2. Task Force Charges (4):

First, the Task Force is charged with reviewing options for, and ultimately recommending within 60 days, a model for an independent citizen review body.

The options should include the range of composition and powers vested in similar bodies in other communities including, but not limited to, the current status quo in Sonoma County (Grand Jury), using the existing Grand Jury differently, and the four separate models noted below. The review should also look at legal constraints and best practices involved in constituting and using such bodies. Further, the Task Force is specifically directed to explore and develop definitions of transparency for any investigations or reviews to be conducted by the body.

The following four models should be reviewed with the purpose of developing better relationships, and creating credible citizen oversight and involvement with law enforcement agencies:

- Citizen Review Board,
- Police Review/Citizen Oversight Review Board,
- Police Review/Citizens Police Appeal Board,
- Independent Citizen Auditor

In addition, among the powers to be reviewed are the ability to conduct investigations and reviews of citizen deaths resulting from interaction or custody by law enforcement agencies, the ability to subpoena witnesses or citizens to testify to the review body, the ability to review and make recommendations with respect to law enforcement training, including lethal force and cultural diversity training and related protocols used by law enforcement, the ability to review and make recommendations with respect to psychological support given for officers, the ability to make recommendations with respect to communication and education about protocols and training used by law enforcement officers, the ability to make recommendations with respect to education of the community about their rights when interacting with law enforcement officers, and the

ability to make recommendations with respect to overall militarization of local law enforcement agencies.

The goal for the first charge is to develop recommendations that can be adopted by all affected agencies in the county.

Second, the Task Force is charged with reviewing and recommending by April 30, 2014 options for community policing to be considered with the FY 14/15 budget process.

Specifically, the review should include definitions and best practices for community policing and measures of effectiveness used by other communities. Further the recommendations should take into account where such practices and programs would be most helpful in Sonoma County to rebuild trust and address disparities in law enforcement service delivery between communities. At a minimum, the review should look at practices associated with officers and communities getting to know one another, community input into interactions with law enforcement personnel, and various neighborhood educational programming.

Third, the Task Force is charged with reviewing and recommending by June 1, 2014 whether the Office of Coroner should be separately elected from the Office of Sheriff.

Fourth, the Task Force is charged with bringing to the Board of Supervisors any additional feedback from the community on these issues that merits County attention by the end of 2014 and discuss staff generated efforts on these issues.

The Task Force should have the opportunity to review and comment on the work products resulting from the efforts designated for County staff and collect additional feedback from the community on the issues discussed at the Community Healing session and work efforts generated by county staff, particularly Community Engagement, Legislation, Weapon Exchange Programs, training, and Community Resiliency Funding, related to the Andy Lopez tragedy over the course of the year and bring to the Board of Supervisors such feedback that merits County attention periodically and at a minimum at the end of the Task Force's tenure in December 2014.

Specifically this feedback should look at whether a sense of accountability to the community has been enhanced and whether there are any additional programs to address community trust and well being that should be recommended.

3. Approach to the work of the Task Force

The Task Force is directed to work with all the law enforcement jurisdictions in the County and is directed to be open to public input. The Task Force may develop sub-committees and other guidelines for the conduct of its business but is expected to comply with the Brown Act as an advisory body appointed by the Board of Supervisors.

Staff from the County Department of Health Services, the County Department of Human Services and the County Administrator will be dedicated to support the Task Force in its efforts and logistics needs. In addition, staff from County Counsel and a wide variety of other County departments will be called on to provide information or other forms of support for this effort.

Staff will take draft recommendations for each of the charges to appropriate advisory groups and commissions, including but not limited to: the Health Action Council, the First 5 Commission, the Prevention Partnership, the Maternal, Child and Adolescent Health Advisory Board, the Advisory Board on Alcohol/other Drug Problems, the Mental Health Board, the Commission on AIDS, The Upstream Investments Policy Committee, the Police Chiefs' Association in Sonoma County, a local Law Enforcement Union Council (or equivalent), and the Sheriff's Latino Advisory Committee. The Task Force shall incorporate input from these bodies into their final recommendations.

4. Task Force Composition

Task Force Members: (to be named when appointed)

The make-up of this task force is recommended to be 3 members to be appointed by each Board member, 3 recommended by the Sheriff, 2 appointed by the Mayor of the City of Santa Rosa, and 1 recommended for appointment by the District Attorney; to represent our diverse community demographically, geographically, and from all walks of life.

Ideal task force members will have the ability and commitment to listen and weigh information with an open mind, engage and fully participate in the development of recommendations, and bring professional skills and expertise and/or the ability to articulate a perspective from their experience which represents the diversity of our community.

The attached matrix provides a framework for assisting to ensure representation as a whole achieves the desired diversity and community inclusion.

5. Timing

December 2013—Task Force Appointed

January 2014 -Task Force convenes

February 2014 – First set of recommendations due

April 30, 2014 – Second set of recommendations due

June 1, 2014—Third set of recommendations due

December 31, 2014 – Final set of recommendations due



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 62
(This Section for use by Clerk of the Board Only.)

To: Sonoma County Board of Supervisors

Board Agenda Date: December 10, 2013

Vote Requirement: Majority

Department or Agency Name(s): Permit and Resource Management Department

Staff Name and Phone Number:

Traci Tesconi 565-1903

Supervisorial District(s):

Fifth

Title: Expansion of Agricultural Preserve 1-395 by adding 19.05 acres and execution of two new Land Conservation (Williamson Act) Contracts and attached Land Conservation Plans, Dutton Ranch Family Limited Partnership, a California Limited Partnership, PRMD File No. PLP12-0018 (AGP12-0007/AGP12-0008).

Recommended Actions:

Hold a public hearing and the Board is requested to adopt a resolution to:

- (1) Find the project exempt from CEQA;
- (2) Approve the addition of 19.05 acres to Agricultural Preserve 1-395, for a total preserve size of 302 acres;
- (3) Approve the requested Land Conservation Contracts (Williamson Act Contracts), and the Land Conservation Plans attached and incorporated into it for the two parcels 10 acres and 24.61 acres in size as a condition of a previously approved Lot Line Adjustment (LLA11-0034) and to ensure the legal descriptions under the contracts coincide with the adjusted boundary lines, for property located at 2760 Sullivan Road and 10655 Mill Station Road, Sebastopol, APN 061-030-037 and APN 061-030-035 AND -036; and
- (4) Authorize the Chair to execute the approved Williamson Act Contracts and Land Conservation Plans.

Executive Summary:

Action Requested of the Board of Supervisors: Pursuant to state law, all Land Conservation Contracts (Williamson Act Contracts) must be located within an "Agricultural Preserve." (Government Code Section 51230, *et seq*; Sonoma County Uniform Rule 3.0). For this application, the property owner seeks approval of two replacement Land Conservation contracts (aka Williamson Act contract) in which one of the contracts includes a portion of land (19.05 acres) that must be first added to the Agricultural Preserve. The 19.05 acres was acquired by the Dutton's through a Lot Line Adjustment (LLA11-0034). Your Board is requested to conduct a public hearing on the request to expand an existing Agricultural Preserve by 19.05 acres for a total preserve of 302 acres, and approve of two new Land Conservation

Contracts and attached Land Conservation Plans. At the conclusion of the hearing, adopt a resolution adding 19.05 acres to Agricultural Preserve 1-395, and authorizing the Chair to execute a two new Land Conservation Contracts and attached Land Conservation Plans on two parcels 10 acres (APN 061-030-037) and 24.61 acres (APN 061-030-035 and 061-030-036).

Location, Zoning and Project Description: The project site is located at 2760 Sullivan Road and 10655 Mill Station Road, Sebastopol. Both parcels are zoned Diverse Agriculture with a 20 acre density designation. The 10 acre parcel is undeveloped with any structures and contains 9 acres of commercial vineyard planted in Pinot Noir and Chardonnay grapes. The 24.61 acre parcel contains a well, a pump house with 9.2 acres of commercial vineyard planted in Pinot Noir, Chardonnay, and Sauvignon Blanc grapes; and 13.83 acres of apple orchard.

Background:

In 2012, a Lot Line Adjustment (LLA11-0034) was approved with a condition of approval that the existing Land Conservation contract (Williamson Act contract) on the Dutton parcels be rescinded and replaced with two new contracts for the resultant parcels of 10 acres and 24.61 acres. Approximately 19.05 acres of the larger parcel needs to be added to the Agricultural Preserve 1-395. The previously approved Lot Line Adjustment transferred 19.05 acres from a neighbor to the Dutton family. The Dutton Ranch Family Partnership filed application PLP12-0018 (AGP12-0007/AGP12-0008).

As authorized under the Land Conservation Act of 1965 (the Williamson Act), the County of Sonoma has established Agricultural Preserves in various agricultural areas. The establishment of Agricultural Preserves allows the County to enter into Land Conservation Contracts on property within the preserves. State law also allows the Board to consider expanding an established agricultural preserve at the same time the Board enters property into a new or revised Land Conservation Contract.

In June 2012, the Board lifted the moratorium on new Land Conservation Contracts (Williamson Act Contracts) and began allowing new contracts to be executed.

In December 2011, the Board adopted the *Sonoma County Uniform Rules for Agricultural Preserves and Farmland Security Zones* ("Uniform Rules") which updated and expanded the existing program and established procedures allowing administrative approval of revised Land Conservation Plans. Land Conservation Plans are attached and incorporated into all new and replacement contracts to show locations of various agricultural, open space, permitted, and compatible land uses on contracted land.

Enlargement of the Agricultural Preserve:

Before the Land Conservation Contracts and the attached Land Conservation Plans can be approved and executed, a portion of the larger parcel (19.05 acres) must be included within the Agricultural Preserve. State law and the County's local Uniform Rules contain requirements for the expansion of an existing Agricultural Preserve. These requirements, detailed below, include noticing requirements, a public hearing and an analysis of the qualifications of the land for inclusion in the existing 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 Agriculture Preserve (1-395) by a resolution after a public hearing. Pursuant to Government Code Section 51237, the Resolution and enlarged Agricultural Preserve map depicting the 19.05 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 1-395 is consistent with the General Plan because the land is devoted to agricultural use (commercial vineyard and apple orchard), is contiguous to an existing Agricultural Preserve, is designated for Diverse Agricultural use under the General Plan and the DA zoning district, and over 90% of the 34.75 acre parcel is planted in vineyard and orchard. The enlargement of the existing Agricultural Preserve Area does not result in any loss of land under the Williamson Act program since 19.05 acres is being added.
3. Pursuant to Government Code §51233, at least two weeks advanced notice of the public hearing was provided to the Local Agency Formation Commission (LAFCO). The parcels are not located within one mile of any City boundary.
4. Agricultural Preserve 1-395 will total 302 acres in size after the 19.05 acres is added, which exceeds the 100-acre minimum requirement set forth under Rule 3.3 A of the Uniform Rules for Agricultural Preserves.
5. The enlargement of the Agricultural Preserve Area by adding the 19.05 acres in size can be considered concurrently with the application for new contracts and approved by one action.
6. Pursuant to Section 15317 of the CEQA Guidelines, the project is Categorically Exempt from CEQA.

Replacement Land Conservation Contracts (Williamson Act Contracts) on land located in an enlarged Agricultural Preserve:

The requirements for a new or replacement contract for land within a preserve are separate from the requirements for establishment of a preserve. As explained below, upon enlargement of the Agricultural Preserve, all requirements for a new Williamson Act contract will be met.

1. **Land is within an Agricultural Preserve:** As described above, the parcels will be within an enlarged Agricultural Preserve.
2. **Prime farmland:** Contracts under 40 acres must be designated prime farmland. 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 parcels are planted in vineyard or a combination of vineyard and apple orchard that produces the required income for the last five years, and meets the definition of prime agricultural land.

3. **Minimum Parcel Size:** The land must be at least 10 acres in size for a Prime Land Conservation Contract (Williamson Act contract). The two parcels are 10 acres and 24.61 acres in size and meet the 10-acre minimum parcel size for a new Prime Land Conservation contract.
4. **Agricultural Use of the Land:** The land must be devoted to agricultural use. Under the Uniform Rules for Sonoma County this means that at least 50% of the land is used for agriculture purposes. Approximately 90 % of both parcels are planted in vineyard or a combination of vineyard and apple orchard.
5. **Non-Agricultural Compatible Uses:** The parcels are undeveloped. The larger parcel contains a well and a pump house which are considered agricultural uses. The parcels do not contain any compatible uses, as defined in the Uniform Rules.
6. **Minimum Income Requirement:** For vineyard land, the minimum income requirement is \$1,000.00 per acre gross annual income. For orchard land, the minimum income requirement is not less than \$300.00 per acre gross income. Both parcels exceed the minimum income requirement with the current operations.

Staff Recommendation: Staff recommends the Board of Supervisors approve the request because all of the state and local requirements for enlargement of the Agricultural Preserve and for two new Land Conservation Contracts and Land Conservation Plans for the two parcels 10 acres and 24.61 acres in size within the preserve have been met.

Prior Board Actions:

On March 27, 2012, the Board approved the Lot Line Adjustment (LLA11-0034, Resolution No. 12-0136) with a condition that the applicant apply to rescind and replace the existing Land Conservation Contract with two new Land Conservation Contracts for the two resultant parcels and a condition that the applicant file a zone change application to eliminate the split zoning designation on the larger parcel.

On September 24, 2013, the Board approved a Zone Change (ZCE12-0007) and adopted an Ordinance approving a Zone Change from the Diverse Agriculture, Frozen Lot Size Combining Zone District to the Diverse Agriculture B6-20 acre density district on a 19.05 acre portion of the larger parcel in order to eliminate the split zoning and to fulfill a condition of a previously approved Lot Line Adjustment (LLA11-0034).

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Land Conservation 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 - FY 13-14 | | | |
|---|---|------------------------------|------------------------------|
| Expenditures | | Funding Source(s) | |
| Budgeted Amount | \$ | | \$ |
| Add Appropriations Req'd. | \$ | State/Federal | \$ |
| | \$ | Fees/Other | \$ |
| | \$ | Use of Fund Balance | \$ |
| | \$ | Contingencies | \$ |
| | \$ | | \$ |
| Total Expenditure | \$ | Total Sources | \$ |
| Narrative Explanation of Fiscal Impacts (If Required): | | | |
| <p>Approval of replacement Land Conservation contract that adds 19.05 more acres of apple orchard and vineyard to the County's Williamson Act program means that the property owner will continue to pay a reduced property tax assessment based upon the value of the agricultural uses rather than the land value under Proposition 13. This results in a reduction in the County's share of property tax revenue for each parcel under a Williamson Act contract. The amount of this reduction for an individual contract depends on parcel-specific variables including the Proposition 13 status of the land and the value of the agricultural crop, and is determined annually by the Assessor's office. The Board has not requested, and staff does not recommend, evaluating property tax revenue implications on a contract-by-contract basis. Instead, the Board has directed that, as a policy matter, approving new contracts is important to the County's agricultural economy and outweighs the cost in reduced property tax revenue.</p> | | | |
| Staffing Impacts | | | |
| Position Title (Payroll Classification) | Monthly Salary Range (A – I Step) | Additions (Number) | Deletions (Number) |
| | | | |
| | | | |
| Narrative Explanation of Staffing Impacts (If Required): | | | |
| | | | |
| Attachments: | | | |
| <p>Att A: Draft Board of Supervisors Resolution and Attachment A-1 Agricultural Preserve Map, current and proposed enlargement Att B: Location Map Att C: Assessor's Parcel Map</p> | | | |
| Related Items "On File" with the Clerk of the Board: | | | |
| <p>1. Copy of Land Conservation Contract 061-030-035 and 061-030-036, with attachments:</p> | | | |

Exhibit A- Legal Description

Exhibit B - Copy of Land Conservation Plans and Site Plans

2. Copy of Land Conservation Contract 061-030-03,with attachments:

Exhibit A- Legal Description

Exhibit B - Copy of Land Conservation Plans and Site Plans



County of Sonoma

State of California

Date: December 10, 2013

Item Number: _____

Resolution Number: _____

PLP12-0018 Traci Tesconi

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Finding The Project Exempt From CEQA (California Environmental Quality Act) And Thereby (1) Enlarging Ag Preserve 1-395 By 19.05 Acres; (2) Approving The Two New Prime (Type I) Land Conversation Contracts (Aka Williamson Act Contracts), Which Will Rescind And Replace An Existing Type I Land Conversation Contract To Fulfill A Condition Of Approval For A Previously Approved Lot Line Adjustment (LLA11-0034) For The Dutton Ranch Family Limited Partnership; And (3) Directing The Chair Execute These Documents, For Property Located At 2760 Sullivan Road And 10655 Mill Station Road, Sebastopol, APN 061-030-037 And APNs 061-030-035 and -036.

Whereas, a request has been made by the Dutton Ranch Family Limited Partnership, a California Limited Partnership to (1) Enlarge Agricultural Preserve 1-395 by 19.05 acres, (2) Rescind the existing Land Conservation contract (aka Williamson Act contract) and replace it with two new Prime Type I Land Conservation contracts on two parcels of 10 acres and 24.61 acres in size as a condition of approval for Lot Line Adjustment File No. LLA11-0034, and (3) Direct the Chair to execute these documents for property located at 2760 Sullivan Road and 10655 Mill Station Road, Sebastopol, APN 061-030-037 and APNs 061-030-035 and -036, Supervisorial District 5.

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, on June 12, 2012, the Board of Supervisors authorized the acceptance of applications for new Land Conservation Contracts; and

Whereas, consistent with the *Uniform Rules*, County Counsel has revised the Land Conservation 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, consistent with the *Uniform Rules* (Uniform Rules 3.1, 3.4.F), the Board of Supervisors may concurrently consider and approve both the enlargement of Agricultural

Resolution #

Date:

Page 2

Preserve 1-395 and the two new Land Conservation Contracts restricting the land under Agricultural Preserve 1-395.

Whereas, in accordance with the provisions of law, the Board held a public hearing on December 10, 2013, at which time all interested persons were given an opportunity to be heard; and

Whereas, the Board of Supervisors finds that the two parcels of 10 acres and 24.61 acres, within designated Agricultural Preserve 1-395, will meet the requirements for Prime Land Conservation Contracts.

Now, Therefore, be it Resolved that the Board of Supervisors makes the following specific findings concerning the requirements for enlargement of Agricultural Preserve 1-395:

1. The Permit and Resource Management Department (PRMD) has provided the report required by Government Code §51234 to the Board of Supervisors on the request for enlargement of Agricultural Preserve 1-395; and
2. The Board of Supervisors has held a noticed public hearing on the proposed enlargement of Agricultural Preserve 1-395, at which all interested parties were heard; and
3. Pursuant to Government Code §51233, at least two weeks advanced notice of the public hearing was provided to the Local Agency Formation Commission (LAFCO). The parcels are not located within one mile of a City boundary.
4. The land proposed to be added to Agricultural Preserve 1-395 is 19.05 acres, presently identified by APN 061-030-036. Agricultural Preserve 1-395 is approximately 283 acres and will increase to 302 acres after adding APN 061-030-036.
5. The project site is Prime agricultural land, devoted to a commercial agricultural operation (vineyard and apple orchard).
6. The land proposed to be added to Agricultural Preserve 1-395 is zoned Diverse Agriculture with a 20 acre density designation, whereas this zoning district allows for the growing of crops and vines, which is the current agricultural use of the project site, as required by *Uniform Rule 3.3*; and
7. No land will be removed from Agricultural Preserve 1-395 or from the County's Agricultural Preserve Program as a result of the requested action; and
8. As required by Government Code §51234 and *Uniform Rule 3.3.*, the addition of the 19.05 acres to Agricultural Preserve 1-395 is consistent with the General Plan because it is devoted to an agriculture use, is contiguous to land already within

designated Agricultural Preserve (1-395), and a majority of the land is planted in vineyard and apple orchard; and

9. All state and local requirements for the enlargement of Agricultural Preserve 1-395 by 19.05 acres and approval of Agricultural Preserve 1-395 being 302 acres in size have been met.

Be It Further Resolved that the Board of Supervisors makes the following specific findings concerning the requirements for two new Prime Land Conservation Contracts (“Contracts”):

1. As required by *Uniform Rule 4.2*, the land proposed to be restricted by the Contracts is comprised of two separate legal parcels, presently identified by APN 061-030-037, and APN 061-030-035 and -036, and
2. As required by *Uniform Rule 4.2*, the land proposed to be restricted by the Contracts will be located within a designated Agricultural Preserve (1-395) at or before the time the Contracts are executed; and
3. The parcels proposed to be restricted by the Contracts are 10 acres and 24.61 acres in size and exceed the 10 acre minimum parcel size requirement for a Prime Land Conservation Contract under *Uniform Rule 4.2*; and
4. As required by *Uniform Rule 4.2*, the parcels proposed to be restricted by the Contracts presently meet the minimum annual commercial agricultural income requirement of \$1,000.00 per acre gross for vineyard land under a Prime Land Conservation Contract; and
5. Consistent with *Uniform Rule 4.2*, the parcels are devoted to an agricultural use because more than 50 % of each parcel is planted with a commercial vineyard, or a combination of commercial vineyard and apple orchard; and
6. Non-agricultural uses of the land will be restricted to listed compatible uses pursuant to the Contracts, *Uniform Rule 8.0*, and Government Code §51238.1; and
7. With the enlargement of Agricultural Preserve 1-395, all state and local requirements for restricting the 10 and 24.61 acre parcel, presently identified as APN 061-030-037 and APN 061-030-035 and -036 under Prime Land Conservation contracts, have been met.

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,

Resolution #
Date:
Page 4

Class 17 of Title 14 of the California Code of Regulations (CEQA Guidelines), which provides that modifying an Agricultural Preserve with no net loss of land under an Agricultural Preserve, and executing a new Land Conservation Contract are exempt from the California Environmental Quality Act.

Be It Further Resolved that the Board of Supervisors hereby grants the request by Dutton Ranch Family Limited Partnership, a California Limited Partnership by concurrently (1) approving enlargement of existing Agricultural Preserve 1-395 by 19.05 acres, for a total preserve size of 302 acres, and (2) rescinding and replacing a Prime Land Conservation Contract with two Prime Land Conservation Contracts and attached Land Conservation Plans to restrict the 10 acre parcel and the 24.61 acre parcel located at 2760 Sullivan Road and 10655 Mill Station Road, Sebastopol, APNs 061-030-037, and 061-030-035 and -036; Supervisorial District 5.

Be It Further Resolved that the Board of Supervisors authorizes the Chair of the Board of Supervisors to execute the Land Conservation Contracts and attached Land Conservation Plans.

Be It Further Resolved that the Clerk of the Board of Supervisors is hereby instructed to record within 20 days (1) this Resolution, (2) the approved Agricultural Preserve Map (1-395), as enlarged by 19.05 acres, and (3) the associated Land Conservation Contracts and attached Land Conservation Plans 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 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.

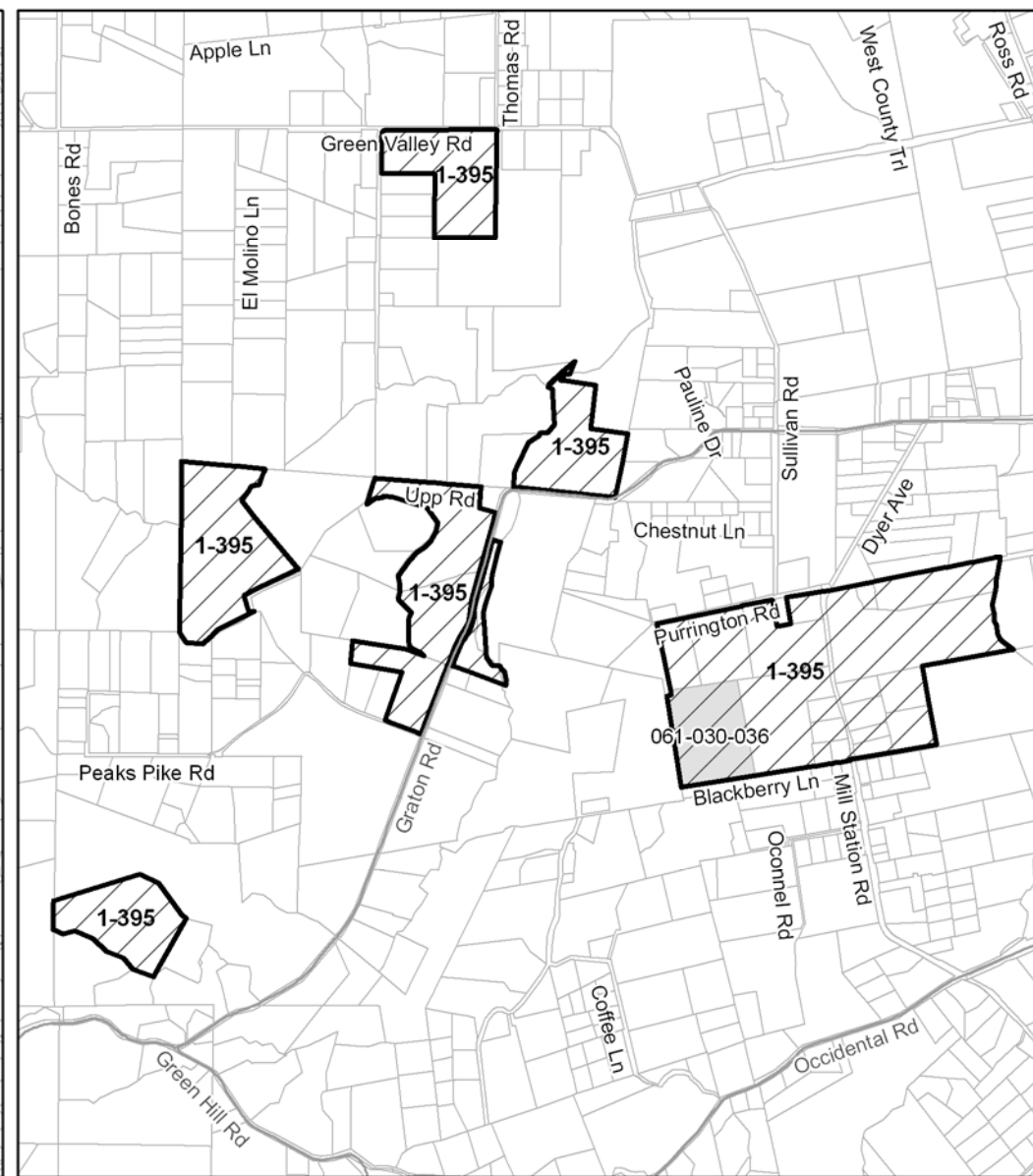
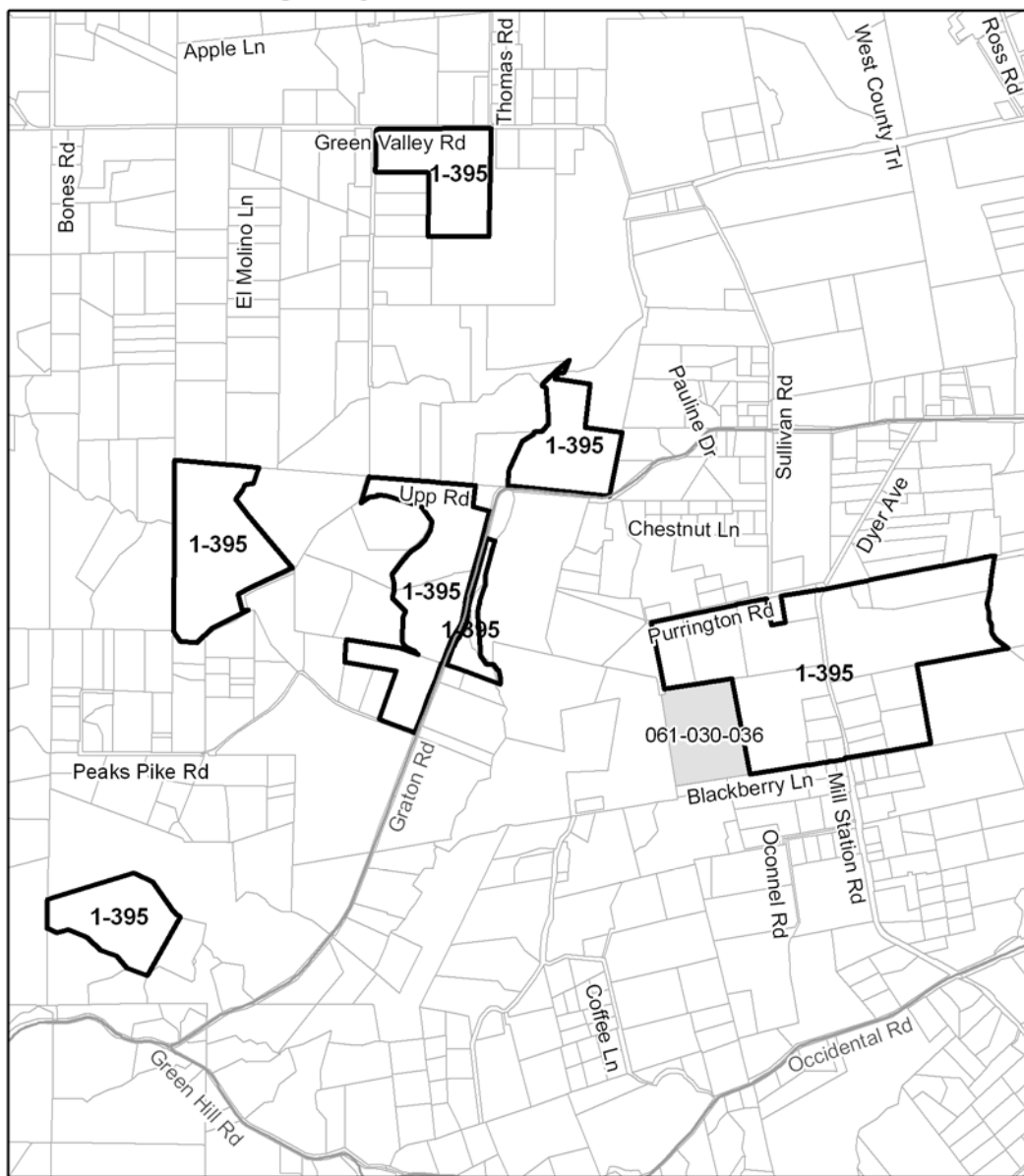
Supervisors:

| | | | | |
|--------|-------|----------|-----------|----------|
| Gorin: | Zane: | McGuire: | Carrillo: | Rabbitt: |
| Ayes: | Noes: | Absent: | Abstain: | |

So Ordered.

Existing Agricultural Preserve Area

Proposed Agricultural Preserve Area



Base Data

-  Parcels
-  Main Arterials

Ag Preserve Amendment Data

-  Subject Area
-  Existing Agricultural Preserve Boundary
-  Proposed Agricultural Preserve Boundary

FILE: AGP12-0007 & 12-0008

[PLP12-0018]

APN: 061-030-036

Resolution No.: TBD

Adopted Date: TBD



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.

Assessor's parcel data are current as of July 1, 2013. 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.

Permit and Resource Management Department
Project Review Section



2550 Ventura Avenue, Santa Rosa, CA 95403
(707) 565-1965 Fax (707) 565-1103



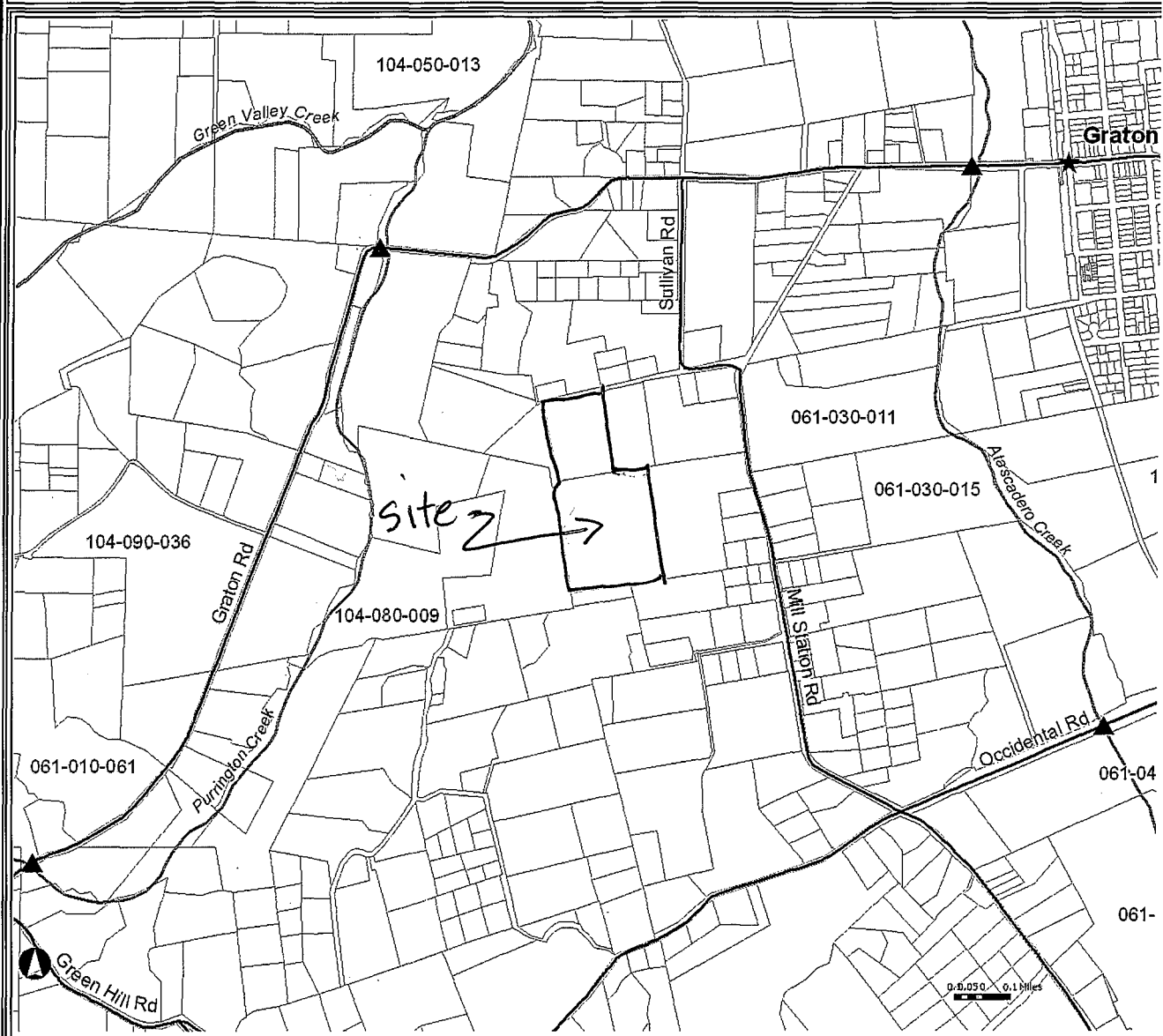
1 inch equals 2,000 feet



County of Sonoma
 Permit and Resource Management Department
 California

Permit and Resource Management Department
 DEPARTMENT OF ENVIRONMENTAL SYSTEMS
 COUNTY OF SONOMA

Base Map Theme

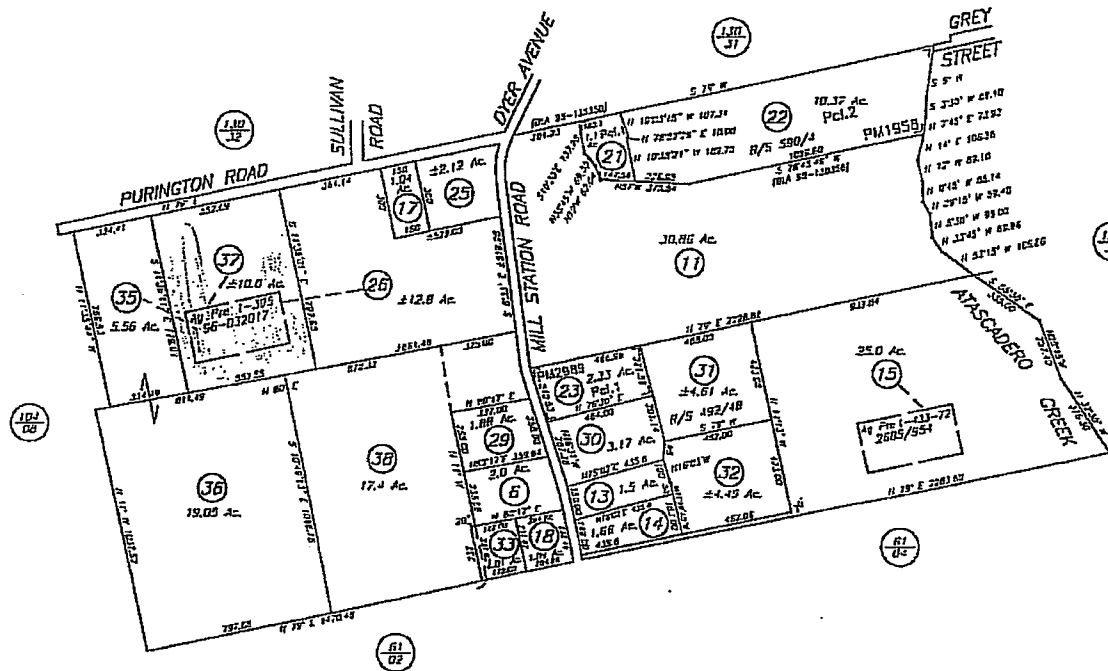


| | | | | |
|---|--|---|--|--|
| <p>Planning</p> <ul style="list-style-type: none"> □ Area & Specific Plans ▨ Local Area Development Guidelines ▨ Redevelopment Plans ▨ Williamson Act Land Contracts <ul style="list-style-type: none"> □ Type I ▨ Type I (Phase-out) ▨ Type II ▨ Type II (Phase-out) ▨ Type II (Open Space) | <p>Air Quality Measure</p> <ul style="list-style-type: none"> □ Air Quality Control Board <ul style="list-style-type: none"> ▨ Northern Sonoma County ▨ Bay Area □ Well and Septic <ul style="list-style-type: none"> ▨ Water Quality Control Board <ul style="list-style-type: none"> ▨ North Coast Region ▨ San Francisco Region ▨ Waiver Prohibition Areas ▨ Flood Prone Urban Areas | <p>Wet Weather Zones</p> <ul style="list-style-type: none"> ▨ Zone A - Petaluma ▨ Zone B - Sonoma ▨ Zone C - Santa Rosa ▨ Zone D - Sebastopol ▨ Zone E - Guerneville ▨ Zone F - Healdsburg ▨ Zone G - Cloverdale <p>Base Layers</p> <ul style="list-style-type: none"> ★ Geographic Places ▨ City Sphere of Influence ▨ City Urban Growth | <ul style="list-style-type: none"> □ Planning Areas ▨ Urban Service Areas ▨ Lake Sonoma Streets <ul style="list-style-type: none"> ▨ US Federal Highway ▨ State Highway ▨ Major Road ▨ Residential Street Streams <ul style="list-style-type: none"> ▨ Perennial ▨ Intermittent | <ul style="list-style-type: none"> □ Parcels ▨ City Limits Supervisor Districts <ul style="list-style-type: none"> ▨ District 1 ▨ District 2 ▨ District 3 ▨ District 4 ▨ District 5 Fire Protection Responsibility Area <ul style="list-style-type: none"> ▨ Federal ▨ State ▨ Local |
|---|--|---|--|--|

COUNTY ASSESSOR'S PARCEL MAP

TAX RATE AREA
155-003

61-03



SCALE 1"=400'

NOTE: This map was prepared for assessment purposes only and does not indicate water course location or a valid building site. No liability is assumed for the accuracy of the data delineated. The information is based on the information supplied to the Assessor (i.e. recorded survey maps, recorded deeds, prior assessment maps, etc.)

NOTE: Assessor's parcels do not necessarily constitute legal lots. To verify legal parcel status, check with the appropriate city or county community development or planning division.

Parcel Map No. 1958
REC. 08-17-1978 IN BK. 148, MAPS, PGS. 03-08

Parcel Map No. 2989
REC. 05-18-1972 IN BK. 171, MAPS, PGS. 12-08

Assessor's Map Bk. 061, Pg. 03
Sonoma County, Calif. (CAD)

KEY 2/10/03 ML

- REVISED
- 10-10-89-32-L5L
 - 03-18-97-14-LF
 - 01-20-98-24-RL
 - 01-14-00-R/S-RL
 - 02-10-00-Cor-ML
 - 01-27-10-34-RL
 - 01-28-13-30-BJ



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 63
(This Section for use by Clerk of the Board Only.)

To: Sonoma County Board of Supervisors

Board Agenda Date: December 10, 2013

Vote Requirement: Majority

Department or Agency Name(s): Permit and Resource Management Department

Staff Name and Phone Number:

Misti Harris 565-1352

Supervisorial District(s):

Fifth

Title: Expansion and Modification of an Agricultural Preserve and Execution of a New Land Conservation (Williamson Act) Contract: Bernard and Pamela Noonan; AGP12-0011

Recommended Actions:

Hold a public hearing and the Board is requested to adopt a resolution to:

- 1) Find the project exempt from CEQA;
- 2) Approve the addition of 247.61 acres to Agricultural Preserve 2-257, for a total preserve size of 4,167.36 acres.
- 3) Approve the requested Land Conservation (Williamson Act) Contract, and the Land Conservation Plan attached and incorporated into it, for 247.61 acres for property located at 422 Highway 1, Bodega Bay, APN 100-180-063; and
- 4) Authorize the Chair to execute the approved Williamson Act Contract and Land Conservation Plan.

Executive Summary:

Action Requested of the Board of Supervisors: Pursuant to State law, all Land Conservation Contracts (Williamson Act Contracts) must be located within an "Agricultural Preserve." (Government Code Section 51230, et seq; Sonoma County Uniform Rule 3.0). For this application, Bernard and Pamela Noonan seek approval of a new Land Conservation Contract on land that is not currently within an Agricultural Preserve. Your Board is requested to conduct a public hearing on the request to expand an existing Agricultural Preserve and, at the conclusion of the hearing, adopt a resolution adding 247.61 acres to Agricultural Preserve 2-257 and authorizing the Chair to execute a new Land Conservation Contract.

Location, Zoning and Project Description: The project site is located on the coast at 422 Highway 1, Bodega Bay. The project site is 247.61 acres with two storage buildings, a corral, and cattle. The subject property has split zoning: LEA (Land Extensive Agriculture), CC (Coastal Combining), 160 acre density/640 acre minimum, G (Geologic Hazard Combining), SR (Scenic Resources) and RR (Rural Residential), CC (Coastal Combining), 5 acre density, G (Geologic Hazard Combining), SR (Scenic Resources). The entire project site is encumbered by a conservation easement (Document number

2009092673) with Sonoma County Agricultural Preservation and Open Space District. The subject property is not currently under contract.

Background: As authorized under the Land Conservation Act of 1965 (the Williamson Act), the County of Sonoma has established Agricultural Preserves in various agricultural areas. This included the establishment of Agricultural Preserve 2-257 just east of Bodega Bay in 1970. The establishment of Agricultural Preserves allows the County to enter into Land Conservation Contracts on property within the preserves. State law also allows the County to consider expanding an established Agricultural Preserve in order to enter into a new or revised Land Conservation Contract.

In June 2012, the Board lifted the moratorium on new Land Conservation Contracts and began allowing new contracts to be executed.

In December 2011, the Board adopted the Sonoma County Uniform Rules for Agricultural Preserves and Farmland Security Zones (“Uniform Rules”) which updated and expanded the existing program and established procedures allowing administrative approval of revised Land Conservation Plans. Land Conservation Plans are attached and incorporated into all new and replacement contracts to show locations of various agricultural, open space, permitted, and compatible land uses on contracted land.

Enlargement of the Agricultural Preserve: Before the requested Land Conservation Contract and the attached Land Conservation Plan can be approved and executed, the land must be included within an Agricultural Preserve. State law and the County’s local Uniform Rules contain requirements for the expansion of an existing Agricultural Preserve. These requirements, detailed below, include noticing requirements, a public hearing, and an analysis of the qualifications of the land for inclusion in the existing 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 Agriculture Preserve Area by a resolution after a public hearing. Pursuant to Government Code Section 51237, the Resolution and enlarged Agricultural Preserve map depicting the 247.61 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. Enlarging the existing Agricultural Preserve 2-257 is consistent with the General Plan because the land is devoted to agricultural use, is contiguous to an existing Agricultural Preserve, is designated for Land Extensive Agricultural and Rural Residential use under the General Plan and the split LIA and RR zoning districts, and the entire 247.61 acres is used for grazing.
3. The modification of the existing Agricultural Preserve Area does not result in any loss of land under the Williamson Act program because 247.61 acres are being added.
4. Generally, an Agricultural Preserve must be a minimum of 100 acres. By adding the 247.61 acres, Agricultural Preserve 2-257 will total approximately 4,167.36 acres, consistent with the Uniform Rules and State law requirements.
5. The modification of the Agricultural Preserve Area can be considered concurrently with the

application for a new contract. Therefore, under one action, the Board of Supervisors can approve the enlargement of Agricultural Preserve 2-257 and approve the new contract.

6. Pursuant to Section 15317 of the CEQA Guidelines, the project is Categorically Exempt from CEQA.

New Non-prime Land Conservation Contract (Williamson Act Contract) on land located in an enlarged Agricultural Preserve: The requirements for a new or replacement contract for land within a preserve are separate from the requirements for establishment of a preserve. As explained below, upon enlargement of the Agricultural Preserve, all requirements for a new Williamson Act contract will be met.

1. **Land is within an Agricultural Preserve:** As described above, the parcel will be placed within an enlarged Agricultural Preserve.
2. **Non-prime farmland:** Non-prime agricultural land is defined as land in agricultural use that is not prime agricultural land. Non-prime agricultural land includes land used for grazing, hay production, rotational crops such as seasonal or year round row crops, ornamental trees or flowers, and dry farming that meets the minimum income requirements. The parcel is utilized for grazing and has produced the required income for the last seven years, and it meets the definition of non-prime agricultural land.
3. **Minimum Parcel Size:** The land must be at least 40 acres in size for a Non-prime Williamson Act contract. The 247.61 acre parcel exceeds the 40-acre minimum parcel size for a new Non-prime Land Conservation Contract.
4. **Agricultural Use of the Land:** The land must be devoted to agricultural use. In Sonoma County this means that at least 50% of the land is used for agriculture purposes. The parcel has 247.61 acres, or 100% of the land, devoted to grazing.
5. **Non-Agricultural Compatible Uses:** The parcel is undeveloped and does not contain any other uses besides the two storage buildings, a corral, and cattle.
6. **Minimum Income Requirement:** For grazing land, the minimum income requirement is \$2,000.00 gross annual income per farm operation and \$2.50 gross annual income per acre. The grazing operation generates \$4,000 gross annual income.

Staff Recommendation: Staff recommends the Board of Supervisors approve the request because all of the state and local requirements for enlargement of the Agricultural Preserve and for a new contract for the 247.61 acres within the preserve have been met.

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). On June 12, 2012, the Board directed PRMD to accept applications for new Land Conservation Contracts and to evaluate on-going fiscal

impacts with the annual budget (Ordinance No. 12-0001).

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Land Conservation 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 - FY 13-14

| Expenditures | | Funding Source(s) | |
|---------------------------|-----------|----------------------|-----------|
| Budgeted Amount | \$ | | \$ |
| Add Appropriations Req'd. | \$ | State/Federal | \$ |
| | \$ | Fees/Other | \$ |
| | \$ | Use of Fund Balance | \$ |
| | \$ | Contingencies | \$ |
| | \$ | | \$ |
| Total Expenditure | \$ | Total Sources | \$ |

Narrative Explanation of Fiscal Impacts (If Required):

Approval of a new Land Conservation Contract means that the owner will pay a reduced property tax assessment based upon the value of the agricultural uses rather than the land value under Proposition 13. This results in a reduction in the County’s share of property tax revenue for each parcel under a Land Conservation Contract. The amount of this reduction for an individual contract depends on parcel-specific variables including the Proposition 13 status of the land and the value of the agricultural crop, and is determined annually by the Assessor’s office. The Board has not requested, and staff does not recommend, evaluating property tax revenue implications on a contract-by-contract basis. Instead, the Board has directed that, as a policy matter, approving new contracts is important to the County’s agricultural economy and outweighs the cost in reduced property tax revenue.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

N/A

Attachments:

Att A: Draft Board of Supervisors Resolution and Agricultural Preserve Map, current and proposed enlargement
 Att B: Site Plan

Att C: Assessor's Parcel Map

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

Copy of Land Conservation Contract, Land Conservation Plan, and Site Plan



County of Sonoma

State of California

Date: December 10, 2013

Item Number: _____

Resolution Number: _____

AGP12-0011 Misti Harris

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, (1) Finding The Project Exempt From CEQA; (2) Approving The Addition Of 247.61 Acres To Agricultural Preserve 2-257, For A Total Preserve Size Of 4,167.36 Acres; (3) Approving The Request By Bernard And Pamela Noonan For A New Land Conservation (Williamson Act) Contract, And Land Conservation Plan Attached And Incorporated Into It, For 247.61 Acres; And (4) Authorizing The Chair To Execute The Approved Williamson Act Contract And Land Conservation Plan, For Property Located At 422 Highway 1, Bodega Bay, APN 100-180-063, Fifth District

Whereas, a request has been made by property owners Bernard and Pamela Noonan to (1) Modify Agricultural Preserve 2-257 by adding 247.61 acres, and (2) authorize the Chair to execute a new Type II Williamson Act Contract with a Non-Prime Land Conservation Plan, For Property Located At 422 Highway 1, Bodega Bay; APN 100-180-063, 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, on June 12, 2012, the Board of Supervisors authorized the acceptance of applications for new Land Conservation Contracts; and

Whereas, consistent with the *Uniform Rules*, County Counsel has revised the Land Conservation 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, consistent with the *Uniform Rules* (Uniform Rules 3.1, 3.4.F), the Board of Supervisors may concurrently consider and approve both the enlargement of Agricultural Preserve 2-257 and the new Land Conservation Contract restricting land added to Agricultural Preserve 2-257; and

Resolution #

Date: December 10, 2013

Page 2

Whereas, the Board of Supervisors finds that the inclusion of the 247.61 acre parcel, identified as APN 100-180-063, into Agricultural Preserve 2-257 is consistent with the Sonoma County General Plan and the applicable provisions of state law; and

Whereas, the Board of Supervisors finds that the 247.61 acre parcel, once included in designated Agricultural Preserve 2-257, will meet the requirements for a new Non-prime Land Conservation Contract.

Whereas, in accordance with the provisions of law, the Board of Supervisors held a public hearing on December 10, 2013, at which time all interested persons were given an opportunity to be heard.

Now, Therefore, be it Resolved that the Board of Supervisors makes the following specific findings concerning the requirements for enlargement of Agricultural Preserve 2-257:

1. The Permit and Resource Management Department (PRMD) has provided the report required by Government Code Section 51234 to the Board of Supervisors on the request for enlargement of Agricultural Preserve 2-257; and
2. The Board of Supervisors has held a noticed public hearing on the proposed enlargement of Agricultural Preserve 2-257, at which all interested parties were heard; and
3. Pursuant to Government Code Section 51233, at least two weeks advanced notice of the public hearing was provided to the Local Agency Formation Commission (LAFCO); and
4. The land proposed to be added to Agricultural Preserve 2-257 is 247.61 acres, and presently identified by APN 100-180-063. The Agricultural Preserve Area is approximately 3,919.75 acres and will increase to 4,167.36 acres in size after adding the subject property. Therefore, the Agricultural Preserve will be larger than 100 acres, as required by Government Code Section 51230 and *Uniform Rule 3.3*; and
5. The project site is non-prime agricultural land devoted to a commercial agricultural operation (grazing); and
6. The land proposed to be added to Agricultural Preserve 2-257 is restricted by split zoning: LEA (Land Extensive Agriculture) B6-160 acre density/640 acre minimum with three combining districts of CC (Coastal Combining), G (Geologic Hazard Combining), and SR (Scenic Resources) and RR (Rural Residential) B6-5 acre density with three combining districts of CC (Coastal Combining), G (Geologic Hazard Combining), and SR (Scenic Resources) which is compatible with the agricultural use of the land as required by *Uniform Rule 3.3*; and

7. No land will be removed from Agricultural Preserve 2-257 or from the County's Agricultural Preserve Program as a result of the requested action; and
8. As required by Government Code Section 51234 and *Uniform Rule 3.3.*, the addition of the 247.61 acre parcel to Agricultural Preserve 2-257 is consistent with the General Plan because it is devoted to an agriculture use, is contiguous to an existing designated Agricultural Preserve (2-257), is under the Land Extensive Agricultural and Rural Residential General Plan land use designations and the LEA and RR zoning districts, and the entire 217.61 acres is used as grazing land; and
9. All state and local requirements for the enlargement of Agricultural Preserve 2-257, by 247.61 acres, have been met.

Be It Further Resolved that the Board of Supervisors makes the following specific findings concerning the requirements for a new Prime Land Conservation Contract ("Contract"):

1. As required by *Uniform Rule 4.2*, the land proposed to be restricted by the Contract is a single legal parcel, presently identified by APN 100-180-063; and
2. As required by *Uniform Rule 4.2*, the land proposed to be restricted by the Contract will be located within a designated Agricultural Preserve (2-257) at or before the time the Contract is executed; and
2. The land proposed to be restricted by the Contract is 247.61 acres in size and exceeds the 40 acre minimum parcel size requirement for a Non-prime Land Conservation Contract under *Uniform Rule 4.2*; and
3. As required by *Uniform Rule 4.2*, the land proposed to be restricted by the Contract presently meets the minimum annual commercial agricultural income requirement of \$2,000.00 per farm operation and \$2.50 per acre gross for grazing land under a Non-prime Land Conservation Contract; and
4. Consistent with *Uniform Rule 4.2*, the land is devoted to an agricultural use because 100% of the land is utilized as cattle grazing land, which is a non-prime agricultural use; and
5. Non-agricultural uses of the land will be restricted to listed compatible uses pursuant to the Contract, *Uniform Rule 8.0*, and Government Code Section 51238.1; and
6. With the enlargement of Agricultural Preserve 2-257, all state and local requirements for restricting the 247.61 acre parcel, presently identified as APN 100-180-063, under a Non-prime Land Conservation Contract have been met.

Resolution #

Date: December 10, 2013

Page 4

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 modifying an Agricultural Preserve with no net loss of land under an Agricultural Preserve, and executing a new Land Conservation Contract, are exempt from the California Environmental Quality Act.

Be It Further Resolved that the Board of Supervisors hereby grants the request by Bernard and Pamela Noonan, by concurrently (1) approving enlargement of existing Agricultural Preserve 2-257 by 247.61 acres located at 422 Highway 1, Bodega Bay, APN 100-180-063, and (2) approving a Land Conservation Contract and attached Land Conservation Plan, to restrict the 247.61 acre parcel located at 422 Highway 1, Bodega Bay, APN 100-180-063.

Be It Further Resolved that the Board of Supervisors authorizes the Chair of the Board of Supervisors to execute the Land Conservation 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 (1) this Resolution, (2) the approved Agricultural Preserve Map (2-257), as enlarged by 247.61 acres, and (3) the associated Land Conservation 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 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:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

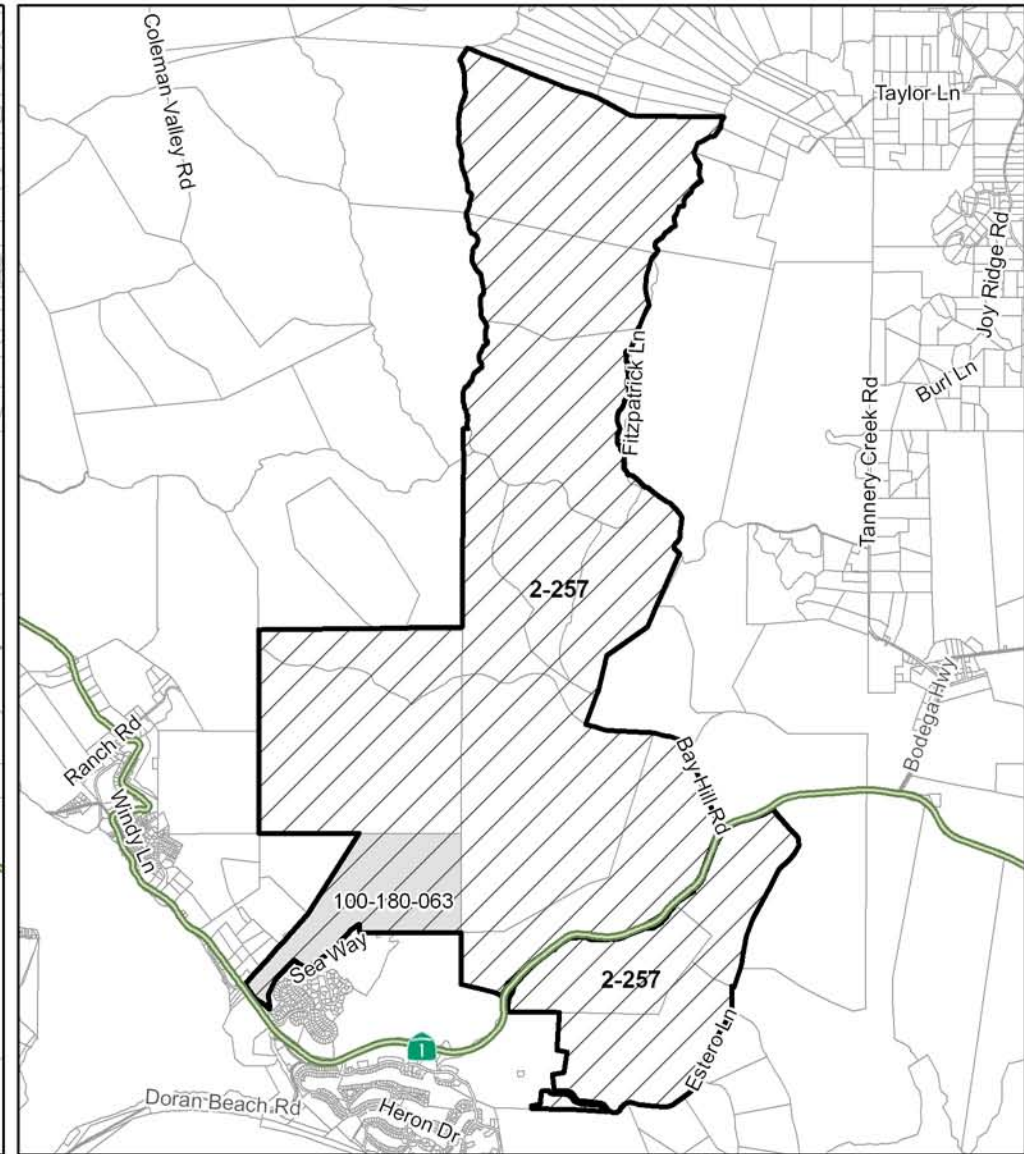
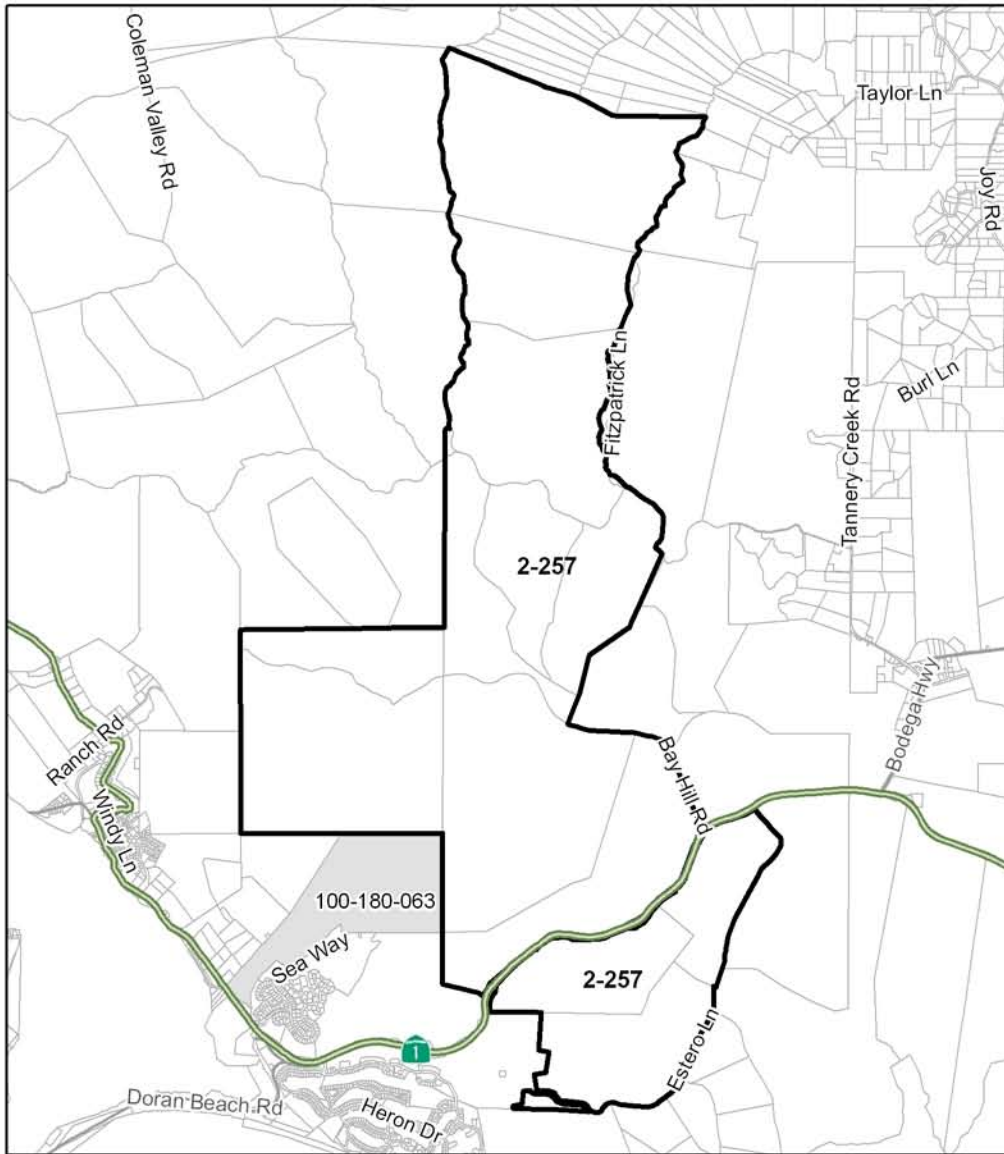
Absent:

Abstain:

So Ordered.

Existing Agricultural Preserve Area

Proposed Agricultural Preserve Area



Base Data

-  Parcels
-  Main Arterials

Ag Preserve Amendment Data

-  Subject Area
-  Existing Agricultural Preserve Boundary
-  Proposed Agricultural Preserve Boundary

FILE: AGP12-0011
 APN: 100-180-063
 Resolution No.: TBD
 Adopted Date: TBD



1 inch equals 5,000 feet

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.

Assessor's parcel data are current as of July 1, 2012. 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.

Permit and Resource Management Department
 Project Review Section



2550 Ventura Avenue, Santa Rosa, CA 95403
 (707) 565-1965

Fax (707) 565-1103



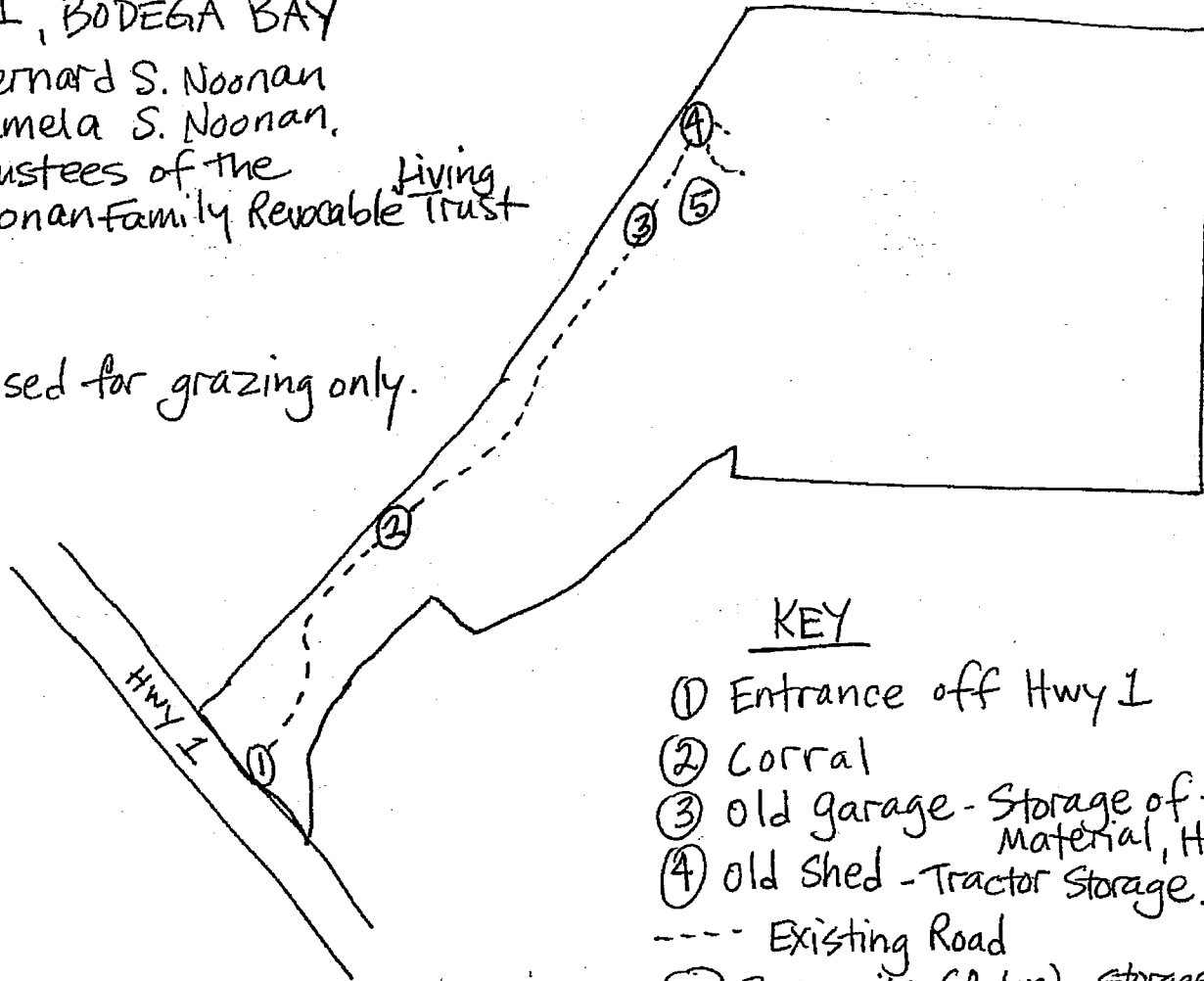
SITE PLAN

APN 100-180-063

422 Hwy 1, BODEGA BAY

OWNERS: Bernard S. Noonan
Pamela S. Noonan,
Trustees of the ^{Living} Noonan Family Revocable Trust

Entire Parcel used for grazing only.



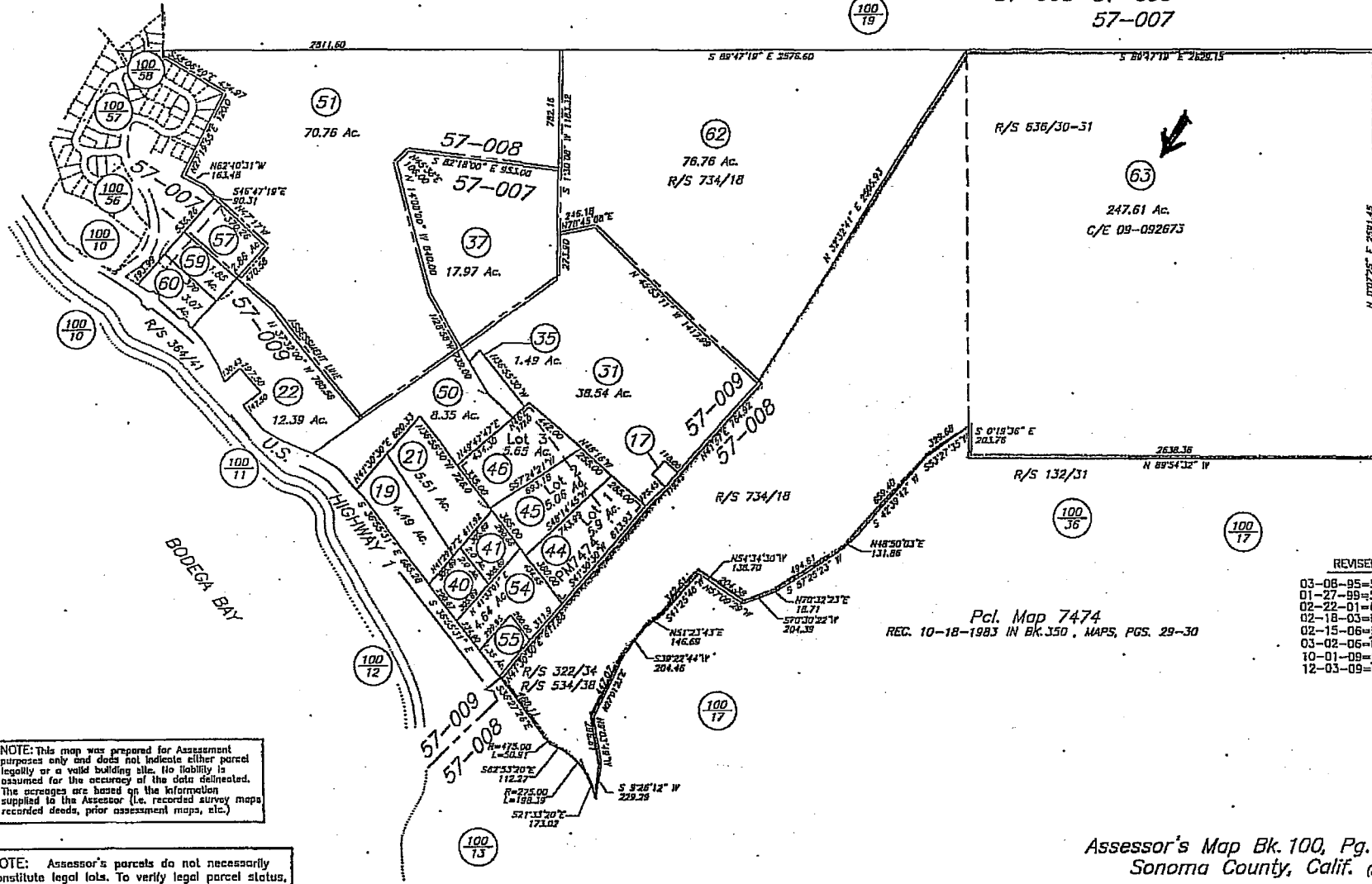
KEY

- ① Entrance off Hwy 1
- ② Corral
- ③ old garage - Storage of Fencing Material, Hay, Feed
- ④ old Shed - Tractor Storage.
- Existing Road
- ⑤ Barn site (Afture) - storage for Hay

EXHIBIT B

COUNTY ASSESSOR'S PARCEL MAP

TAX RATE AREA 100-18
 57-008 57-009
 57-007



NOTE: This map was prepared for Assessment purposes only and does not indicate either parcel legally or a valid building site. No liability is assumed for the accuracy of the data delineated. The acreages are based on the information supplied to the Assessor (i.e. recorded survey maps, recorded deeds, prior assessment maps, etc.)

NOTE: Assessor's parcels do not necessarily constitute legal lots. To verify legal parcel status, check with the appropriate city or county community development or planning division.

- REVISED
- 03-06-95-55 BF
 - 01-27-89-56 RL
 - 02-22-01-61 RT
 - 02-18-03-R/S RM
 - 02-15-06-58, 61 BC
 - 03-02-06-COR LW
 - 10-01-09-63 RL
 - 12-03-09-C/E RL

Pcl. Map 7474
 REC. 10-18-1983 IN BK.350, MAPS, PGS. 29-30

Assessor's Map Bk. 100, Pg. 18
 Sonoma County, Calif. (ACAD)
 KEY 10/1/09 RL

EXHIBIT C

CLARIFICATION COPY



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 64
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: December 10, 2013

Vote Requirement: Majority

Department or Agency Name(s): Permit and Resource Management Department

Staff Name and Phone Number:

Blake Hillegas 565-1392

Supervisorial District(s):

Second

Title: Addition of 55.39 acres to an existing Agricultural Preserve and execution of a new Land Conservation (Williamson Act) Contract and the Land Conservation Plan for Garry S. and Gillian Mahrt, as trustees of the Mahrt Family 2009 Trust, for property located at 4055 Middle Two Rock Road, Two Rock, APN 022-200-044, PRMD File No. AGP12-0015.

Recommended Actions:

Hold a public hearing and the Board is requested to adopt a resolution to:

- (1) Find the project exempt from CEQA;
- (2) Enlarge by 55.39 acres Agricultural Preserve 2-252, for a total preserve size of 1,238 acres;
- (3) Approve the requested Land Conservation Contract (Williamson Act Contract) and the Land Conservation Plan attached and incorporated into the property located at 4055 Middle Two Rock Road, Two Rock, APN 022-200-044, Supervisorial District 2:
- (4) Direct the Chair to execute those documents; and

Executive Summary:

Action Requested of the Board of Supervisors: Pursuant to state law, all Land Conservation Contracts (Williamson Act Contracts) must be located within an "Agricultural Preserve." (Government Code Section 51230, *et seq*; Sonoma County Uniform Rule 3.0). For this application, Mahrt Family 2009 Trust seeks approval of a new Williamson Act contract on land that is not currently within an Agricultural Preserve. Your Board is requested to conduct a public hearing on the request to expand an existing Agricultural Preserve and, at the conclusion of the hearing, adopt a resolution adding 55.39 acres to Agricultural Preserve 2-252 and authorizing the Chair to execute a new Williamson Act Contract.

Location, Zoning and Project Description: The project site is located in the Two Rock area at 4055 Middle Two Rock Road, Two Rock. The project site is 55.39 acres and contains a single family residence and a garage on a half acre of the site. The remainder of the site is devoted to cattle grazing, raising dairy heifer calves, and duck housing for the nearby Reichardt Duck Farm. The agricultural buildings include a hay barn, a calf barn, two duck barns, and an agricultural equipment repair shop. The parcel is

zoned LEA (Land Extensive Agriculture), B6-100 acre density with a Z (Second Dwelling Unit Exclusion) combining district.

Background:

As authorized under the Land Conservation Act of 1965 (the Williamson Act), the County of Sonoma has established Agricultural Preserves in various agricultural areas. This included the establishment of Agricultural Preserve 2-252 in the Two Rock Area 1974. The establishment of Agricultural Preserves allows the County to enter into Land Conservation Contracts on property within the preserves. State law also allows the County to consider expanding an established agricultural preserve in order to enter into a new or revised Land Conservation Contract.

In June 2012, the Board lifted the moratorium on new Land Conservation Contracts (Williamson Act Contracts) and began allowing new contracts to be executed.

In December 2011, the Board adopted the *Sonoma County Uniform Rules for Agricultural Preserves and Farmland Security Zones* ("Uniform Rules") which updated and expanded the existing program and established procedures allowing administrative approval of revised Land Conservation Plans. Land Conservation Plans are attached and incorporated into all new and replacement contracts to show locations of various agricultural, open space, permitted, and compatible land uses on contracted land.

Enlargement of the Agricultural Preserve:

Before the requested Land Conservation Contract and the attached Land Conservation Plan can be approved and executed, the land must be included within an Agricultural Preserve. State law and the County's local Uniform Rules contain requirements for the expansion of an existing Agricultural Preserve. These requirements, detailed below, include noticing requirements, a public hearing and an analysis of the qualifications of the land for inclusion in the existing 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 Agriculture Preserve Area by a resolution after a public hearing. Pursuant to Government Code Section 51237, the Resolution and enlarged Agricultural Preserve map depicting the 55.39 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. Enlarging the existing Agricultural Preserve 2-252 is consistent with the General Plan because the land is devoted to agricultural use, is contiguous to an existing Agricultural Preserve, is designated for Land Extensive Agricultural use under the General Plan and the LEA zoning district, and a majority of the site (54.88 acres) is utilized for agriculture.
3. The modification of the existing Agricultural Preserve Area does not result in any loss of land under the Williamson Act program since 55.39 acres is being added.
4. Generally an Agricultural Preserve must be a minimum of 100 acres. By adding the 55.39 acres, the Agricultural Preserve 2-252 will total 1,238 acres and complies with the Uniform Rules and State law requirements. The modification of the Agricultural Preserve Area can be considered concurrently with the application for a new contract. Therefore, under one action, the Board of

Supervisors can approve the enlargement of Agricultural Preserve 2-252 and approve the new contract.

5. Pursuant to Section 15317 of the CEQA Guidelines, the project is Categorically Exempt from CEQA because it involves establishment of a contract under the Williamson Act.

New Non-Prime Land Conservation Contract (Williamson Act Contract) on land located in an enlarged Agricultural Preserve:

The requirements for a new or replacement contract for land within a preserve are separate from the requirements for establishment of a preserve. As explained below, upon enlargement of the Agricultural Preserve, all requirements for a new Williamson Act contract will be met.

a) Land is within an Agricultural Preserve: As described above, the parcel will be placed within an enlarged Agricultural Preserve 2-252.

b) Non Prime Agricultural Land: Non-prime agricultural land is defined as land in agricultural use that is not prime agricultural land. Non-prime agricultural land includes land used for grazing, hay production, rotational crops such as seasonal or year round row crops, ornamental trees or flowers, and dry farming that meets minimum income requirements. The parcel is utilized as for grazing, raising heifer dairy calves, and duck housing which meets the minimum income requirements and meets the definition of non-prime agricultural land.

c) Minimum Parcel Size: Contracts for non-prime agricultural land must be at least 40 acres in size. The 55.39 acre parcel exceeds the minimum 40 acre parcel size required for a new Non-Prime Land Conservation Contract.

d) Agricultural Use of the Land: The land must be devoted to agricultural use. In Sonoma County this means that at least 50% of the land is used for agriculture purposes. Except for ½ acre, the entire parcel is utilized for agricultural uses.

e) Non-Agricultural Compatible Uses: The parcel contains a residence and garage on ½ acre which are considered non-agricultural compatible uses.

f) Minimum Income Requirement: For non-prime land, the minimum income requirement is \$2,000 gross annual income per Farm Operation. The agricultural operation generates an annual income of approximately \$55,120.

Staff Recommendation: Staff recommends the Board of Supervisors approve the request because all of the state and local requirements for enlargement of the Agricultural Preserve and for a new contract for the 55.39 acres within the preserve have been met.

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). On June 12, 2012, the Board directed PRMD to accept applications for new Land Conservation Contracts and to evaluate on-going fiscal impacts with the annual budget (Ordinance No. 12-0001).

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Land Conservation 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 - FY 13-14

| Expenditures | | Funding Source(s) | |
|---------------------------|-----------|----------------------|-----------|
| Budgeted Amount | \$ | | \$ |
| Add Appropriations Req'd. | \$ | State/Federal | \$ |
| | \$ | Fees/Other | \$ |
| | \$ | Use of Fund Balance | \$ |
| | \$ | Contingencies | \$ |
| | \$ | | \$ |
| Total Expenditure | \$ | Total Sources | \$ |

Narrative Explanation of Fiscal Impacts (If Required):

Approval of a new Williamson Act contract means that the owner will pay a reduced property tax assessment based upon the value of the agricultural uses rather than the land value under Proposition 13. This results in a reduction in the County's share of property tax revenue for each parcel under a Williamson Act contract. The amount of this reduction for an individual contract depends on parcel-specific variables including the Proposition 13 status of the land and the value of the agricultural crop, and is determined annually by the Assessor's office. The Board has not requested, and staff does not recommend, evaluating property tax revenue implications on a contract-by-contract basis. Instead, the Board has directed that, as a policy matter, approving new contracts is important to the County's agricultural economy and outweighs the cost in reduced property tax revenue.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

N/A

Attachments:

Resolution

Exhibit A- Agricultural Preserve Map; existing and proposed enlargement

Exhibit B- Site Plan

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

Copy of Land Conservation Contract with Attachments:

Exhibit A: Legal Description

Exhibit B: Copy of Land Conservation Plan and Site Plan



County of Sonoma

State of California

Date: December 10, 2013

Resolution Number: 13-

4/5 Vote Required

AGP12-0015 Blake Hillegas

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, (1) Finding the project exempt from CEQA, (2) Modifying Agricultural Preserve 2-252 by Adding 55.39 Acres, (3) Approving the requested Land Conservation Contract (Williamson Act Contract), and the Land Conservation Plan attached and incorporated into the 55.39 acres, and (4) Directing the Chair to execute those documents for property located at 4055 Middle Two Rock Road, Two Rock, APN 022-200-044, Supervisorial District 2.

Whereas, a request has been made by property owners Garry S. and Gillian Mahrt trustees of the Mahrt Family 2009 Trust, to (1) Modify Agricultural Preserve 2-252 by adding 55.39 acres, and (2) Authorize the Chair to execute a Land Conservation Contract (Williamson Act Contract) and attached Land Conservation Plan, for property located at 4055 Middle Two Rock Road, Two Rock, APN 022-200-044, Supervisorial District No. 2; 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, on June 12, 2012, the Board of Supervisors authorized the acceptance of applications for new Land Conservation Contracts; and

Whereas, consistent with the *Uniform Rules*, County Counsel has revised the Land Conservation 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, consistent with the *Uniform Rules* (Uniform Rules 3.1, 3.4.F), the Board of Supervisors may concurrently consider and approve both the enlargement of Agricultural Preserve 2-252 and the new Land Conservation Contract restricting land added to Agricultural Preserve 2-252.

Whereas, in accordance with the provisions of law, the Board held a public hearing on December 10, 2013, at which time all interested persons were given an opportunity to be heard; and

Whereas, the Board of Supervisors finds that the inclusion of the 55.39 acre parcel, identified as APN 022-200-44, into Agricultural Preserve 2-252 is consistent with the Sonoma County General Plan and the applicable provisions of state law.

Whereas, the Board of Supervisors finds that the 55.39 acre parcel, once included in designated Agricultural Preserve 2-252, will meet the requirements for a new Non-Prime Land Conservation Contract.

Now, Therefore, be it Resolved that the Board of Supervisors makes the following specific findings concerning the requirements for enlargement of Agricultural Preserve 2-252:

1. The Permit and Resource Management Department (PRMD) has provided the report required by Government Code Section 51234 to the Board of Supervisors on the request for enlargement of Agricultural Preserve 2-252; and

2. The Board of Supervisors has held a noticed public hearing on the proposed enlargement of Agricultural Preserve 2-252, at which all interested parties were heard; and

3. Pursuant to Government Code §51233, at least two weeks advanced notice of the public hearing was provided to the Local Agency Formation Commission (LAFCO); and

4. The land proposed to be added to Agricultural Preserve 2-252 is 55.39 acres, and presently identified by APN 022-200-044. The Agricultural Preserve Area is approximately 1,183 acres and will increase to 1,238 acres in size after adding the subject property. Therefore, the Agricultural Preserve will be larger than 100 acres, as required by Government Code Section 51230 and *Uniform Rule 3.3*; and

5. The land proposed to be added to Agricultural Preserve 2-252 is restricted by LEA (Land Extensive Agricultural) zoning, B6-100 acre density with a Z (Second Dwelling Unit) Exclusion) combining districts, which is compatible with the agricultural use of the land as required by *Uniform Rule 3.3*; and

6. No land will be removed from Agricultural Preserve 2-252 or from the County's Agricultural Preserve Program as a result of the requested action; and

7. As required by Government Code Section 51234 and *Uniform Rule 3.3.*, the addition of the 55.39 acre parcel to Agricultural Preserve 2-252 is consistent with the General Plan because it is devoted to an agriculture use, is contiguous to an existing designated Agricultural Preserve (2-252), is under the Land Extensive Agricultural General Plan land use designation and the LEA zoning district, and a majority of the 55.39 acres is utilized for agricultural (54.38 acres); and

8. All state and local requirements for the enlargement of Agricultural Preserve 2-252, by 55.39 acres, have been met.

Be It Further Resolved that the Board of Supervisors makes the following specific findings concerning the requirements for a new Prime Land Conservation Contract ("Contract"):

1. As required by *Uniform Rule 4.2*, the land proposed to be restricted by the Contract is a single legal parcel, presently identified by APN 022-200-044; and

2. As required by *Uniform Rule 4.2*, the land proposed to be restricted by the Contract will be located within a designated Agricultural Preserve (2-252) at or before the time the Contract is executed; and

3. The land proposed to be restricted by the Contract is 55.39 acres in size and exceeds the 40 acre minimum parcel size requirement for a Non-Prime Land Conservation Contract under *Uniform Rule 4.2*; and

4. As required by *Uniform Rule 4.2*, the land proposed to be restricted by the Contract presently meets the minimum annual commercial agricultural income requirement of \$2,000.00 per Farm Operation under a Non-Prime Land Conservation Contract; and

5. Consistent with *Uniform Rule 4.2*, the land is devoted to an agricultural use because more than 99% of the land is utilized for farming operations, which are non-prime agricultural uses; and

6. Non-agricultural uses of the land will be restricted to listed compatible uses pursuant to the Contract, *Uniform Rule 8.0*, and Government Code Section 51238.1; and

7. With the enlargement of Agricultural Preserve 2-252, all state and local requirements for restricting the 55.39 acre parcel, presently identified as APN 022-200-044, under a Non-Prime Land Conservation Contract have been met.

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 modifying an Agricultural Preserve with no net loss of land under an Agricultural Preserve, and executing a new Land Conservation Contract, are exempt from the California Environmental Quality Act.

Be It Further Resolved that the Board of Supervisors hereby grants the request by Garry S. and Gillian Mahrt trustees of the Mahrt Family 2009 Trust, by concurrently (1) approving enlargement of an existing agricultural preserve 2-252 by adding 55.39 acres located at 4055 Middle Two Rock Road, Two Rock, APN 022-200-044, and (2) approving a Land Conservation Contract and attached Land Conservation Plan, to restrict the 55.39 acre parcel located at located at 4055 Middle Two Rock Road, Two Rock, APN 022-200-044.

Resolution #

Date: December 10, 2013

Page 4

Be It Further Resolved that the Board of Supervisors authorizes the Chair of the Board of Supervisors to execute the Land Conservation 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 (1) this Resolution, (2) the approved Agricultural Preserve Map (2-252), as enlarged by 55.39 acres, and (3) the associated Land Conservation Contract and attached Land Conservation Plan with the Office of the Sonoma County Recorder; and

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:

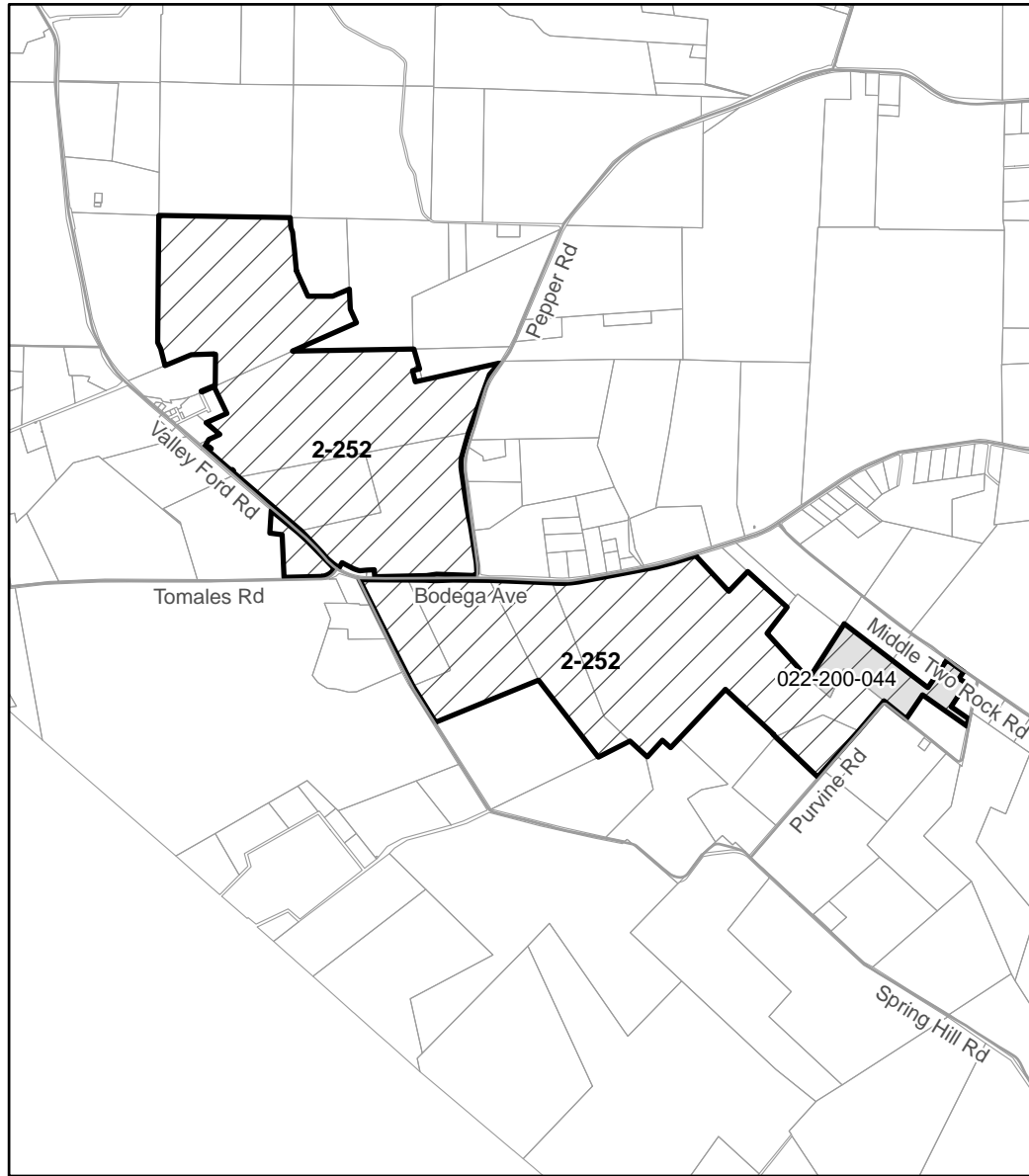
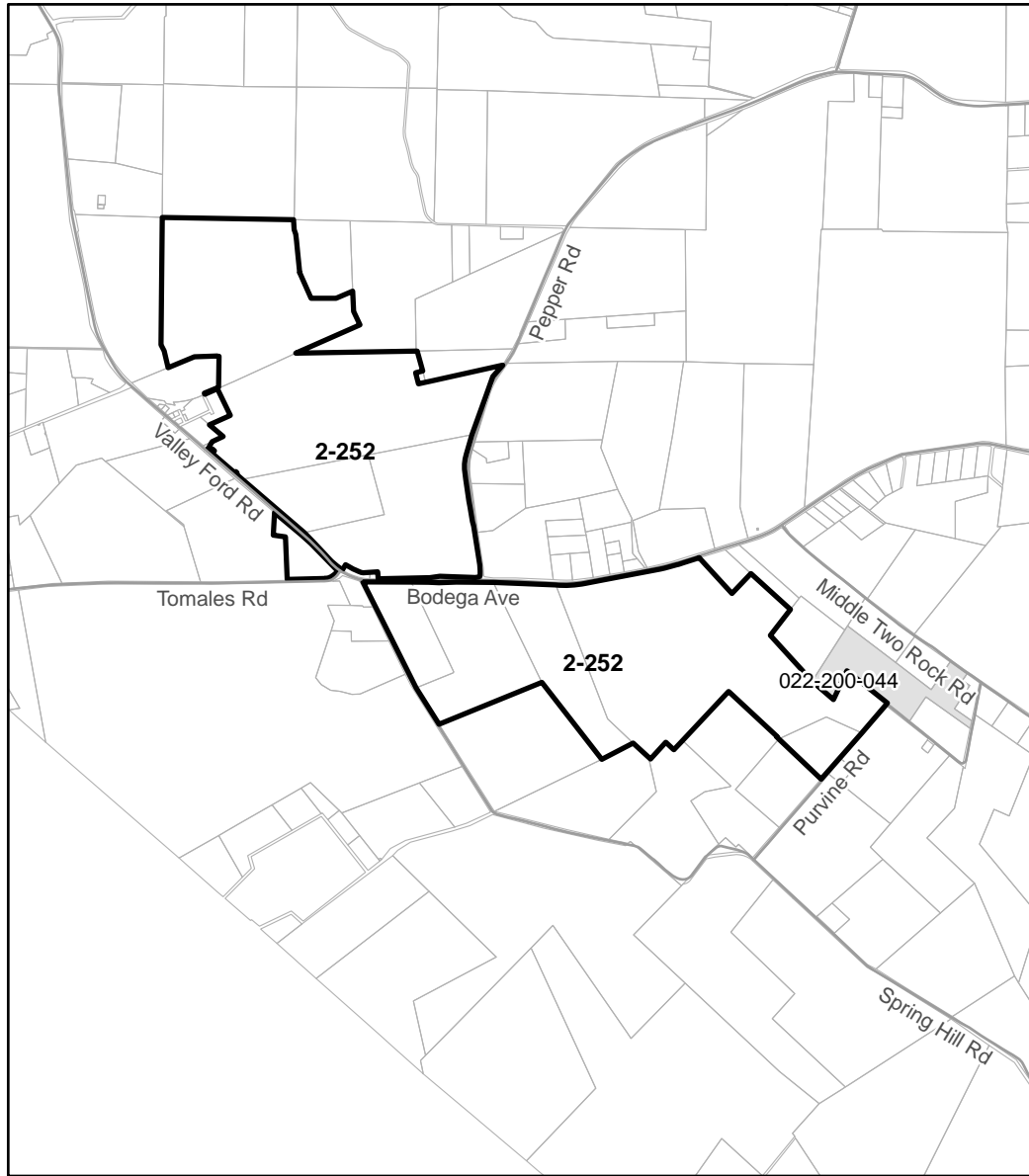
Gorin: Zane: McGuire: Carrillo: Rabbitt:

Ayes: Noes: Absent: Abstain:


So Ordered.

Existing Agricultural Preserve Area



Proposed Agricultural Preserve Area

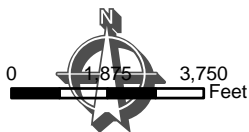


Base Data

-  Parcels
-  Main Arterials

Ag Preserve Amendment Data

-  Subject Area
-  Existing Agricultural Preserve Boundary
-  Proposed Agricultural Preserve Boundary



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.

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FILE: AGP12-0015
 APN: 022-200-044
 Resolution No.: N/A
 Adopted Date: N/A

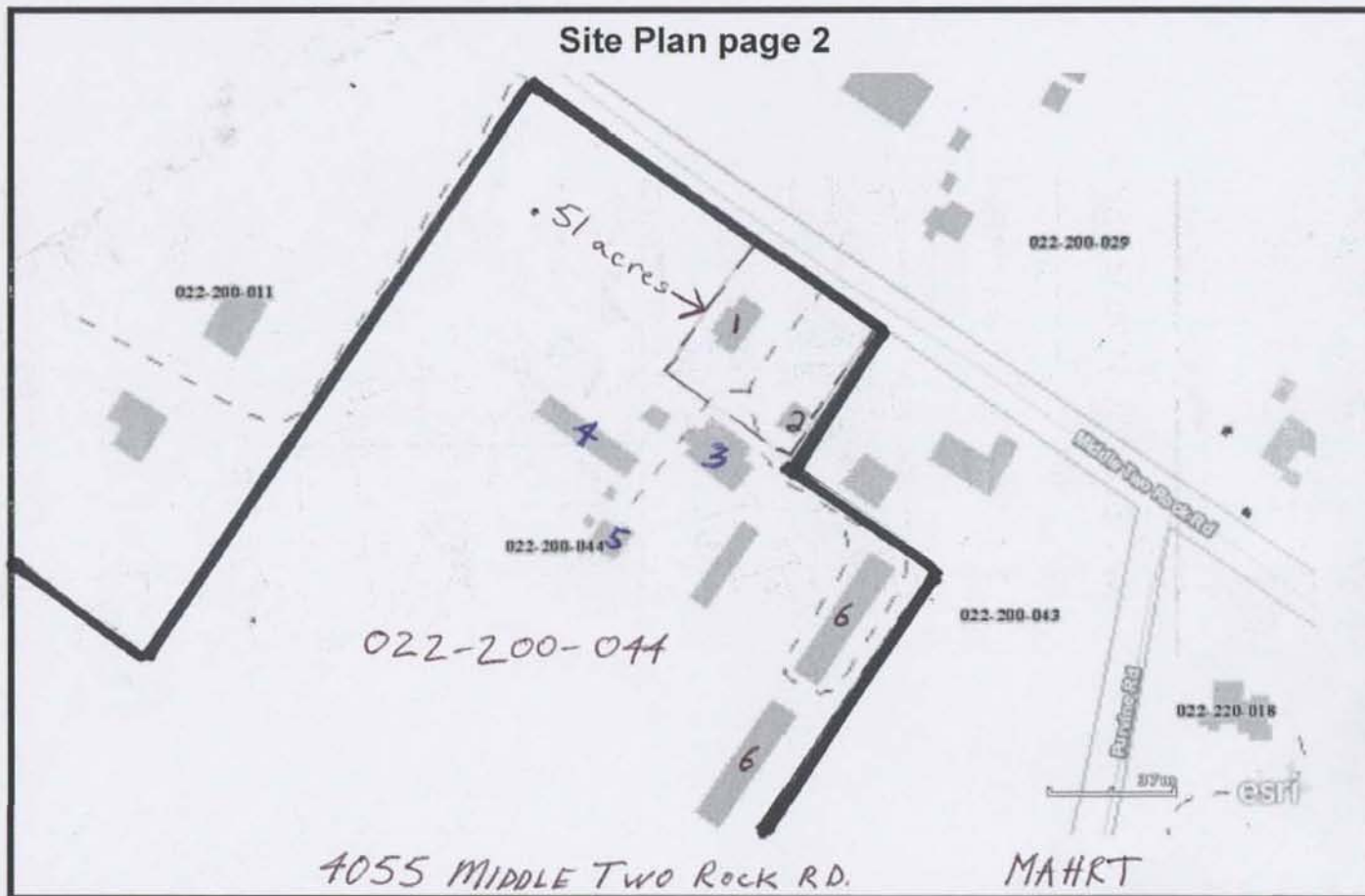
Permit and Resource Management Department
 Project Review Section



2550 Ventura Avenue, Santa Rosa, CA 95403
 (707) 565-1965 Fax (707) 565-1103



1. House
2. Garage
3. Hay Barn
4. Calf Barn
5. Agricultural Equipment storage/shop
6. Duck Barns



Compatible uses = .51 acres (House and Garage)



Total Acres 55.39

Agricultural use 54.88 acres

Compatible use .51 acres

Site Plan



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 65
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: December 10, 2013

Vote Requirement: Majority

Department or Agency Name(s): Permit and Resource Management Department

Staff Name and Phone Number:

Blake Hillegas 565-1392

Supervisorial District(s):

Second

Title: Addition of 70.61 acres to an existing Agricultural Preserve and execution of a new Land Conservation (Williamson Act) Contract and attached Land Conservation Plan for Robert N. Foehr and Alfreida G. Foehr, as trustees of the Foehr Family Trust, for property located at 4324 Spring Hill Road, Two Rock, APN 022-230-001, PRMD File No. AGP12-0029.

Recommended Actions:

Hold a public hearing and the Board is requested to adopt a resolution to:

- (1) Find the project exempt from CEQA;
- (2) Enlarge by 70.61 acres Agricultural Preserve 2-252, for a total preserve size of 1,254 acres;
- (3) Approve the requested Land Conservation Contract (Williamson Act Contract) and the Land Conservation Plan attached and incorporated into the property located at 4324 Spring Hill Road, Two Rock, APN 022-230-001, Supervisorial District 2:
- (4) Direct the Chair to execute those documents; and

Executive Summary:

Action Requested of the Board of Supervisors: Pursuant to state law, all Land Conservation Contracts (Williamson Act Contracts) must be located within an "Agricultural Preserve." (Government Code Section 51230, *et seq*; Sonoma County Uniform Rule 3.0). For this application, Foehr Family Trust seeks approval of a new Williamson Act contract on land that is not currently within an Agricultural Preserve. Your Board is requested to conduct a public hearing on the request to expand an existing Agricultural Preserve and, at the conclusion of the hearing, adopt a resolution adding 70.61 acres to Agricultural Preserve 2-252 and authorizing the Chair to execute a new Williamson Act Contract.

Location, Zoning and Project Description: The project site is located in the Two Rock area at 4324 Spring Hill Road, Two Rock. The project site is 70.61 acres and contains a single family residence, an agricultural employee dwelling, a work shop, and a farm stand on 1.43 acres of the site. The remainder of the site (69.18 acres) is devoted to an egg production facility and cattle grazing. The agricultural buildings include a chicken housing barn, an egg production barn, and a cattle feeding shed. The parcel

is zoned LEA (Land Extensive Agriculture), B6-100 acre density with a Z (Second Dwelling Unit Exclusion) combining district.

Background:

As authorized under the Land Conservation Act of 1965 (the Williamson Act), the County of Sonoma has established Agricultural Preserves in various agricultural areas. This included the establishment of Agricultural Preserve 2-252 in the Two Rock Area 1974. The establishment of Agricultural Preserves allows the County to enter into Land Conservation Contracts on property within the preserves. State law also allows the County to consider expanding an established agricultural preserve in order to enter into a new or revised Land Conservation Contract.

In June 2012, the Board lifted the moratorium on new Land Conservation Contracts (Williamson Act Contracts) and began allowing new contracts to be executed.

In December 2011, the Board adopted the *Sonoma County Uniform Rules for Agricultural Preserves and Farmland Security Zones* ("Uniform Rules") which updated and expanded the existing program and established procedures allowing administrative approval of revised Land Conservation Plans. Land Conservation Plans are attached and incorporated into all new and replacement contracts to show locations of various agricultural, open space, permitted, and compatible land uses on contracted land.

Enlargement of the Agricultural Preserve:

Before the requested Land Conservation Contract and the attached Land Conservation Plan can be approved and executed, the land must be included within an Agricultural Preserve. State law and the County's local Uniform Rules contain requirements for the expansion of an existing Agricultural Preserve. These requirements, detailed below, include noticing requirements, a public hearing and an analysis of the qualifications of the land for inclusion in the existing 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 Agriculture Preserve Area by a resolution after a public hearing. Pursuant to Government Code Section 51237, the Resolution and enlarged Agricultural Preserve map depicting the 70.61 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. Enlarging the existing Agricultural Preserve 2-252 is consistent with the General Plan because the land is devoted to agricultural use, is contiguous to an existing Agricultural Preserve, is designated for Land Intensive Agricultural use under the General Plan and the LEA zoning district, and a majority of the site (69.18 acres) is utilized for agriculture.
3. The modification of the existing Agricultural Preserve Area does not result in any loss of land under the Williamson Act program since 70.61 acres is being added.
4. Generally an Agricultural Preserve must be a minimum of 100 acres. By adding the 70.61 acres, the Agricultural Preserve 2-252 will total 1,254 acres and complies with the Uniform Rules and State law requirements. The modification of the Agricultural Preserve Area can be considered concurrently with the application for a new contract. Therefore, under one action, the Board of

Supervisors can approve the enlargement of Agricultural Preserve 2-252 and approve the new contract.

5. Pursuant to Section 15317 of the CEQA Guidelines, the project is Categorically Exempt from CEQA because it involves establishment of a contract under the Williamson Act.

New Non-Prime Land Conservation Contract (Williamson Act Contract) on land located in an enlarged Agricultural Preserve:

The requirements for a new or replacement contract for land within a preserve are separate from the requirements for establishment of a preserve. As explained below, upon enlargement of the Agricultural Preserve, all requirements for a new Williamson Act contract will be met.

a) Land is within an Agricultural Preserve: As described above, the parcel will be placed within an enlarged Agricultural Preserve 2-252.

b) Non Prime Agricultural Land: Non-prime agricultural land is defined as land in agricultural use that is not prime agricultural land. Non-prime agricultural land includes land used for grazing, hay production, rotational crops such as seasonal or year round row crops, ornamental trees or flowers, and dry farming that meets minimum income requirements. The parcel is utilized as an egg processing facility with approximately 2,000 chickens and for cattle grazing, which meets the minimum income requirements and meets the definition of non-prime agricultural land.

c) Minimum Parcel Size: Contracts for non-prime agricultural land must be at least 40 acres in size. The 70.61 acre parcel exceeds the minimum 40 acre parcel size required for a new Non-Prime Land Conservation Contract.

d) Agricultural Use of the Land: The land must be devoted to agricultural use. In Sonoma County this means that at least 50% of the land is used for agriculture purposes. Except for 1.43 acres, the entire parcel is utilized for agricultural uses.

e) Non-Agricultural Compatible Uses: The parcel contains a single family residence an agricultural employee dwelling, a work shop, and a farm stand on 1.43 acres of the site, which are considered non-agricultural compatible uses.

f) Minimum Income Requirement: For non-prime land, the minimum income requirement is \$2,000 gross annual income per Farm Operation. The agricultural operation generates an annual income of approximately \$81,500.

Staff Recommendation: Staff recommends the Board of Supervisors approve the request because all of the state and local requirements for enlargement of the Agricultural Preserve and for a new contract for the 70.61 acres within the preserve have been met.

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). On June 12, 2012, the Board directed PRMD to accept applications for new Land Conservation Contracts and to evaluate on-going fiscal impacts with the annual budget (Ordinance No. 12-0001).

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Land Conservation 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 - FY 13-14

| Expenditures | | Funding Source(s) | |
|---------------------------|-----------|----------------------|-----------|
| Budgeted Amount | \$ | | \$ |
| Add Appropriations Req'd. | \$ | State/Federal | \$ |
| | \$ | Fees/Other | \$ |
| | \$ | Use of Fund Balance | \$ |
| | \$ | Contingencies | \$ |
| | \$ | | \$ |
| Total Expenditure | \$ | Total Sources | \$ |

Narrative Explanation of Fiscal Impacts (If Required):

Approval of a new Williamson Act contract for the 70.61 acre parcel means that the owner will pay a reduced property tax assessment based upon the value of the agricultural uses rather than the land value under Proposition 13. This results in a reduction in the County's share of property tax revenue for each parcel under a Williamson Act contract. The amount of this reduction for an individual contract depends on parcel-specific variables including the Proposition 13 status of the land and the value of the agricultural crop, and is determined annually by the Assessor's office. The Board has not requested, and staff does not recommend, evaluating property tax revenue implications on a contract-by-contract basis. Instead, the Board has directed that, as a policy matter, approving new contracts is important to the County's agricultural economy and outweighs the cost in reduced property tax revenue.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

N/A

Attachments:

Resolution

Exhibit A- Agricultural Preserve Map; existing and proposed enlargement

Exhibit B- Site Plan

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

Copy of Land Conservation Contract with Attachments:

Exhibit A: Legal Description

Exhibit B: Copy of Land Conservation Plan and Site Plan



County of Sonoma

State of California

Date: December 10, 2013

Resolution Number: 13-

4/5 Vote Required

AGP12-0029 Blake Hillegas

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, (1) Finding the project exempt from CEQA, (2) Modifying Agricultural Preserve 2-252 by Adding 70.61 Acres, (3) Approving the requested Land Conservation Contract (Williamson Act Contract), and the Land Conservation Plan attached and incorporated into the 70.61 acres, and (4) Directing the Chair to execute those documents for property located at 4324 Spring Hill Road, Two Rock, APN 022-230-001, Supervisorial District 2.

Whereas, a request has been made by property owners Robert N. Foehr and Alfreida G. Foehr, trustees of the Foehr Family Trust, to (1) Modify Agricultural Preserve 2-252 by adding 70.61 acres, and (2) Authorize the Chair to execute a Land Conservation Contract (Williamson Act Contract) and attached Land Conservation Plan, for property located at 4324 Spring Hill Road, Two Rock, APN 022-230-001, Supervisorial District No. 2; 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, on June 12, 2012, the Board of Supervisors authorized the acceptance of applications for new Land Conservation Contracts; and

Whereas, consistent with the *Uniform Rules*, County Counsel has revised the Land Conservation 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, consistent with the *Uniform Rules* (Uniform Rules 3.1, 3.4.F), the Board of Supervisors may concurrently consider and approve both the enlargement of Agricultural Preserve 2-252 and the new Land Conservation Contract restricting land added to Agricultural Preserve 2-252.

Whereas, in accordance with the provisions of law, the Board held a public hearing on December 10, 2013, at which time all interested persons were given an opportunity to be heard; and

Whereas, the Board of Supervisors finds that the inclusion of the 70.61 acre parcel, identified as APN 022-200-44, into Agricultural Preserve 2-252 is consistent with the Sonoma County General Plan and the applicable provisions of state law.

Whereas, the Board of Supervisors finds that the 70.61 acre parcel, once included in designated Agricultural Preserve 2-252, will meet the requirements for a new Non-Prime Land Conservation Contract.

Now, Therefore, be it Resolved that the Board of Supervisors makes the following specific findings concerning the requirements for enlargement of Agricultural Preserve 2-252:

1. The Permit and Resource Management Department (PRMD) has provided the report required by Government Code Section 51234 to the Board of Supervisors on the request for enlargement of Agricultural Preserve 2-252; and

2. The Board of Supervisors has held a noticed public hearing on the proposed enlargement of Agricultural Preserve 2-252, at which all interested parties were heard; and

3. The land proposed to be added to Agricultural Preserve 2-252 is 70.61 acres, and presently identified by APN 022-230-001. The Agricultural Preserve Area is approximately 1,183 acres and will increase to 1,253 acres in size after adding the subject property. Therefore, the Agricultural Preserve will be larger than 100 acres, as required by Government Code Section 51230 and *Uniform Rule 3.3*; and

4. Pursuant to Government Code §51233, at least two weeks advanced notice of the public hearing was provided to the Local Agency Formation Commission (LAFCO).

5. The land proposed to be added to Agricultural Preserve 2-252 is restricted by LEA (Land Extensive Agricultural) zoning, B6-100 acre density with a Z (Second Dwelling Unit) Exclusion) combining districts, which is compatible with the agricultural use of the land as required by *Uniform Rule 3.3*; and

6. No land will be removed from Agricultural Preserve 2-252 or from the County's Agricultural Preserve Program as a result of the requested action; and

7. As required by Government Code Section 51234 and *Uniform Rule 3.3.*, the addition of the 70.61 acre parcel to Agricultural Preserve 2-252 is consistent with the General Plan because it is devoted to an agriculture use, is contiguous to an existing designated Agricultural Preserve (2-252), is under the Land Extensive Agricultural General Plan land use designation and the LEA zoning district, and a majority of the 70.61 acres is utilized for agricultural (69.18 acres); and

8. All state and local requirements for the enlargement of Agricultural Preserve 2-252, by 70.61 acres, have been met.

Be It Further Resolved that the Board of Supervisors makes the following specific findings concerning the requirements for a new Prime Land Conservation Contract (“Contract”):

1. As required by *Uniform Rule 4.2*, the land proposed to be restricted by the Contract is a single legal parcel, presently identified by APN 022-230-001; and

2. As required by *Uniform Rule 4.2*, the land proposed to be restricted by the Contract will be located within a designated Agricultural Preserve (2-252) at or before the time the Contract is executed; and

2. The land proposed to be restricted by the Contract is 70.61 acres in size and exceeds the 40 acre minimum parcel size requirement for a Non-Prime Land Conservation Contract under *Uniform Rule 4.2*; and

3. As required by *Uniform Rule 4.2*, the land proposed to be restricted by the Contract presently meets the minimum annual commercial agricultural income requirement of \$2,000.00 per Farm Operation under a Non-Prime Land Conservation Contract; and

4. Consistent with *Uniform Rule 4.2*, the land is devoted to an agricultural use because more than 97% of the land is utilized for farming operations, which are non-prime agricultural uses; and

5. Non-agricultural uses of the land will be restricted to listed compatible uses pursuant to the Contract, *Uniform Rule 8.0*, and Government Code Section 51238.1; and

6. With the enlargement of Agricultural Preserve 2-252, all state and local requirements for restricting the 70.61 acre parcel, presently identified as APN 022-230-001, under a Non-Prime Land Conservation Contract have been met.

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 modifying an Agricultural Preserve with no net loss of land under an Agricultural Preserve, and executing a new Land Conservation Contract, are exempt from the California Environmental Quality Act.

Be It Further Resolved that the Board of Supervisors hereby grants the request by Robert N. Foehr and Alfreida G. Foehr, trustees of the Foehr Family Trust by concurrently (1) approving enlargement of an existing agricultural preserve 2-252 by adding 70.61 acres located at 4324 Spring Hill Road, Two Rock, APN 022-230-001, and (2) approving a Land Conservation Contract

Resolution #

Date: December 10, 2013

Page 4

and attached Land Conservation Plan, to restrict the 70.61 acre parcel located at located at 4324 Spring Hill Road, Two Rock, APN 022-230-001.

Be It Further Resolved that the Board of Supervisors authorizes the Chair of the Board of Supervisors to execute the Land Conservation 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 (1) this Resolution, (2) the approved Agricultural Preserve Map (2-252), as enlarged by 70.61 acres, and (3) the associated Land Conservation Contract and attached Land Conservation Plan with the Office of the Sonoma County Recorder; and

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: Zane: McGuire: Carrillo: Rabbitt:

Ayes: Noes: Absent: Abstain:

So Ordered.

Existing Agricultural Preserve Area

Proposed Agricultural Preserve Area

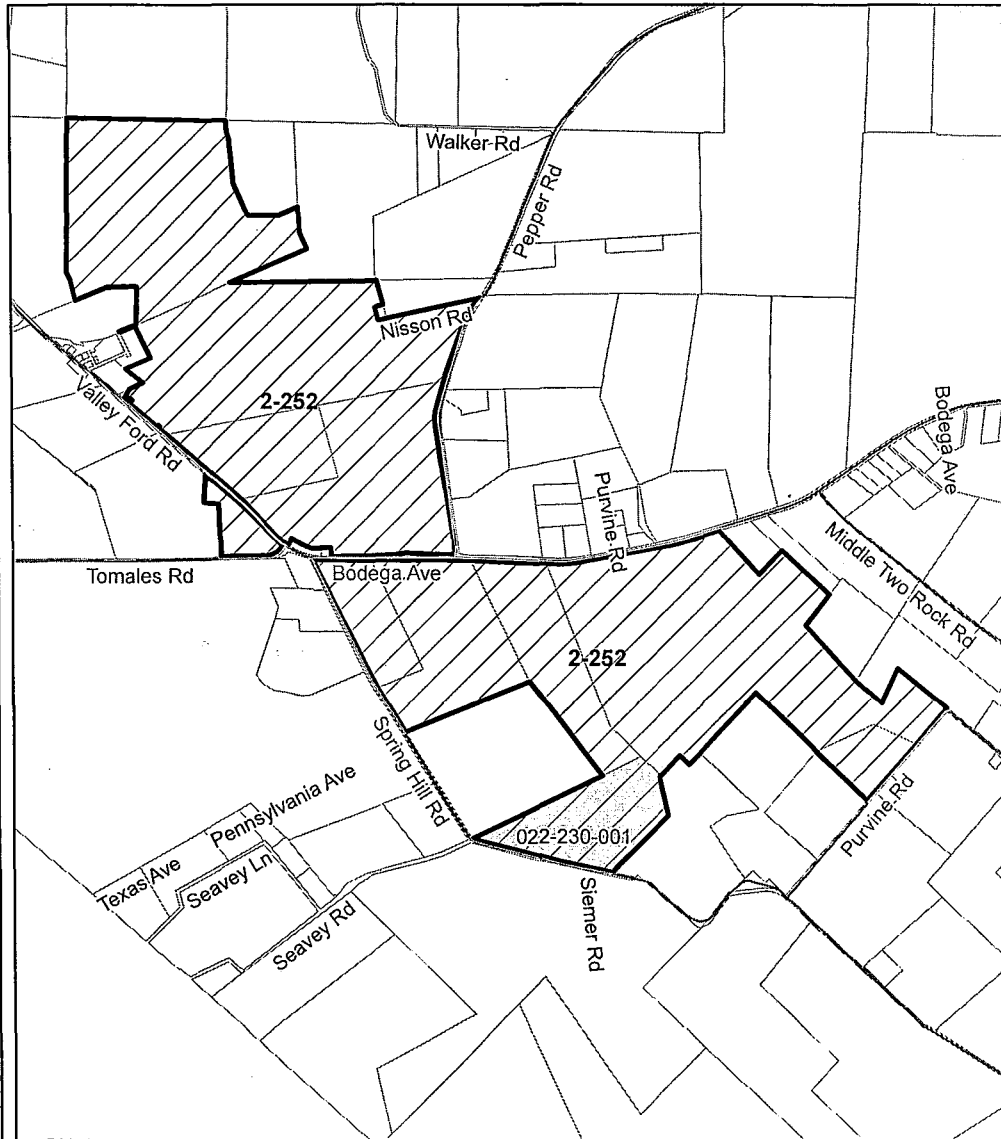
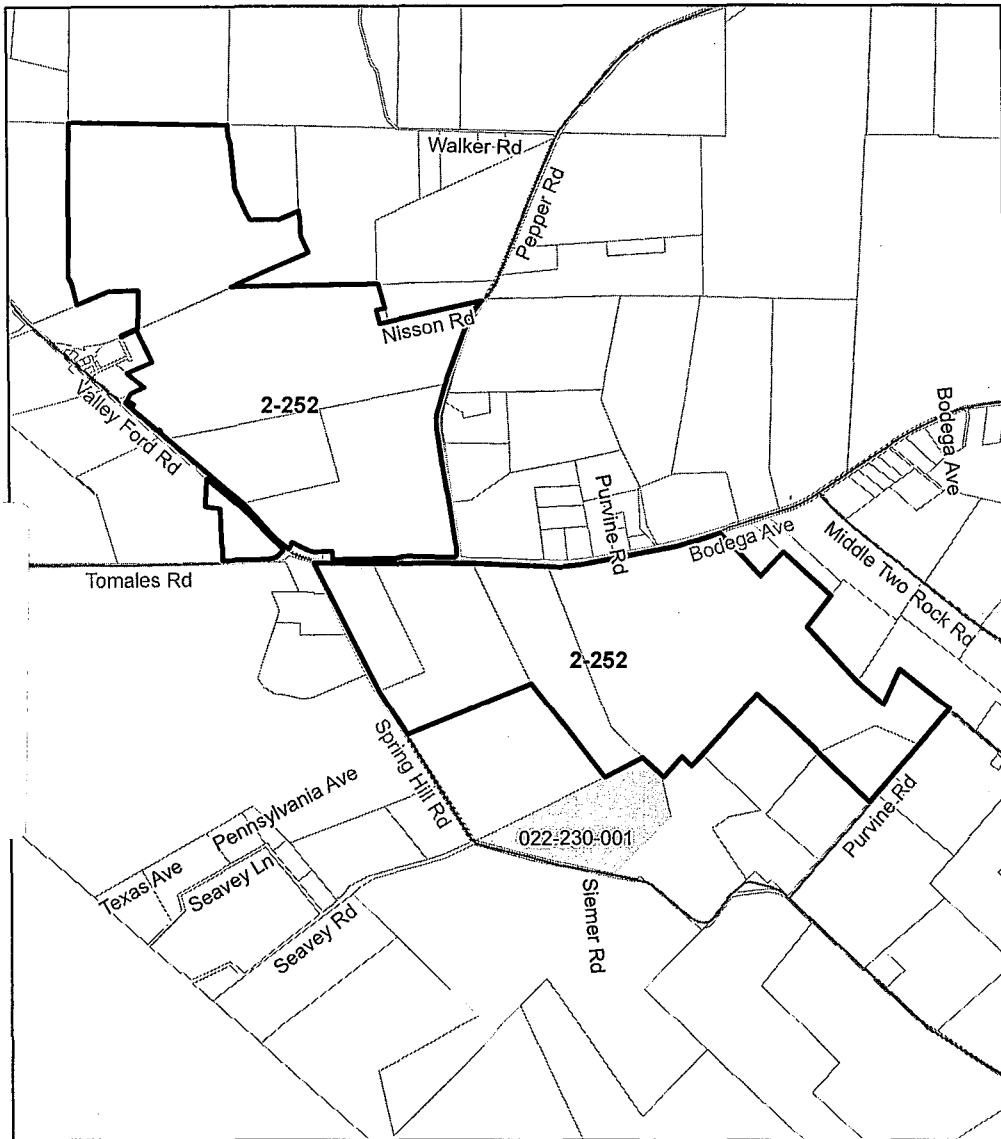







EXHIBIT A

Base Data

-  Parcels
-  Main Arterials

Ag Preserve Amendment Data

-  Subject Area
-  Existing Agricultural Preserve Boundary
-  Proposed Agricultural Preserve Boundary



1 inch equals 3,000 feet

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.

Assessor's parcel data are current as of July 1, 2012. 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.

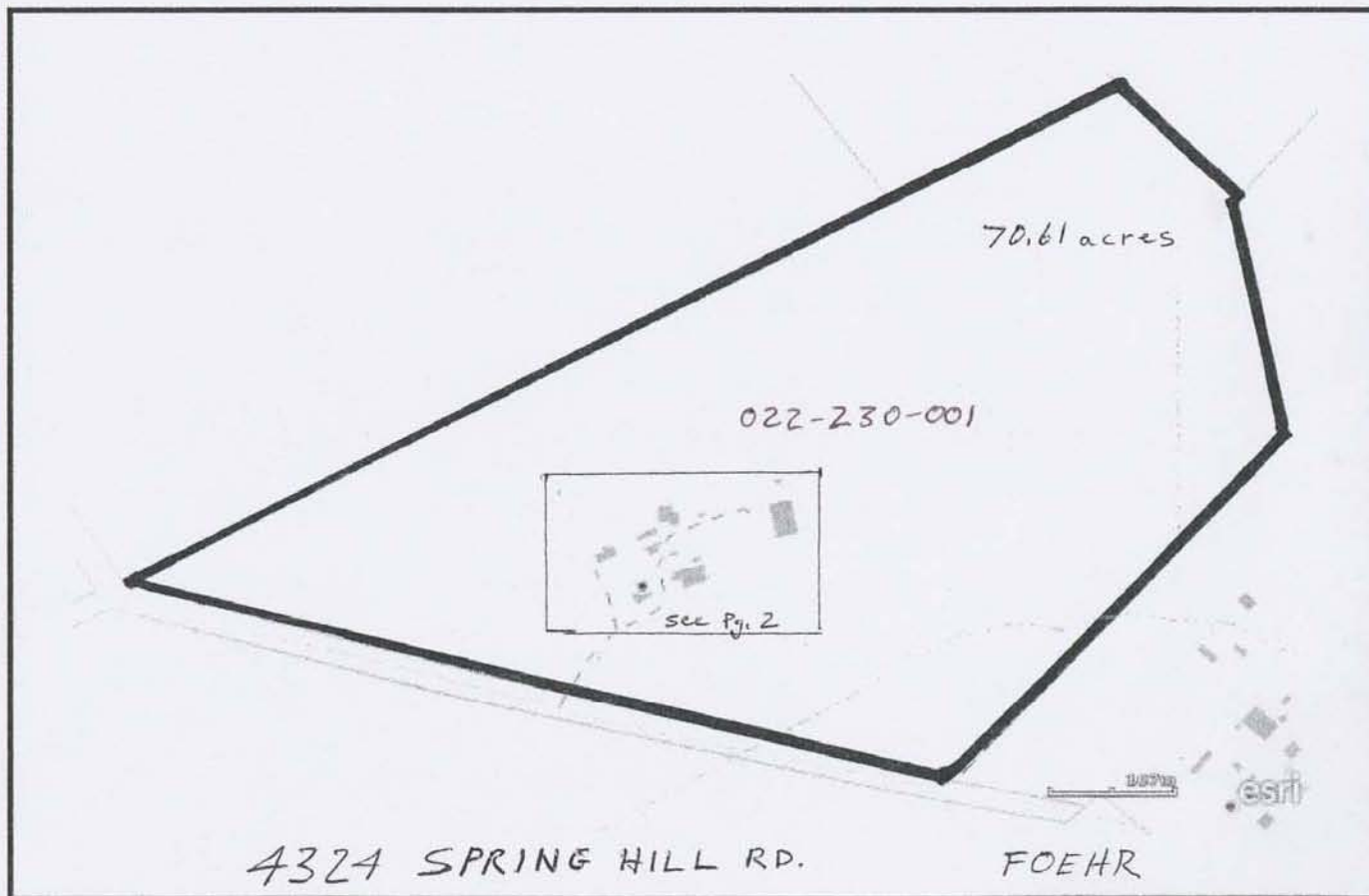
FILE: AGP12-0029
 APN: 022-230-001
 Resolution No.: N/A
 Adopted Date: N/A

Permit and Resource Management Department
 Project Review Section



2550 Ventura Avenue, Santa Rosa, CA 95403
 (707) 565-1965 Fax (707) 565-1103



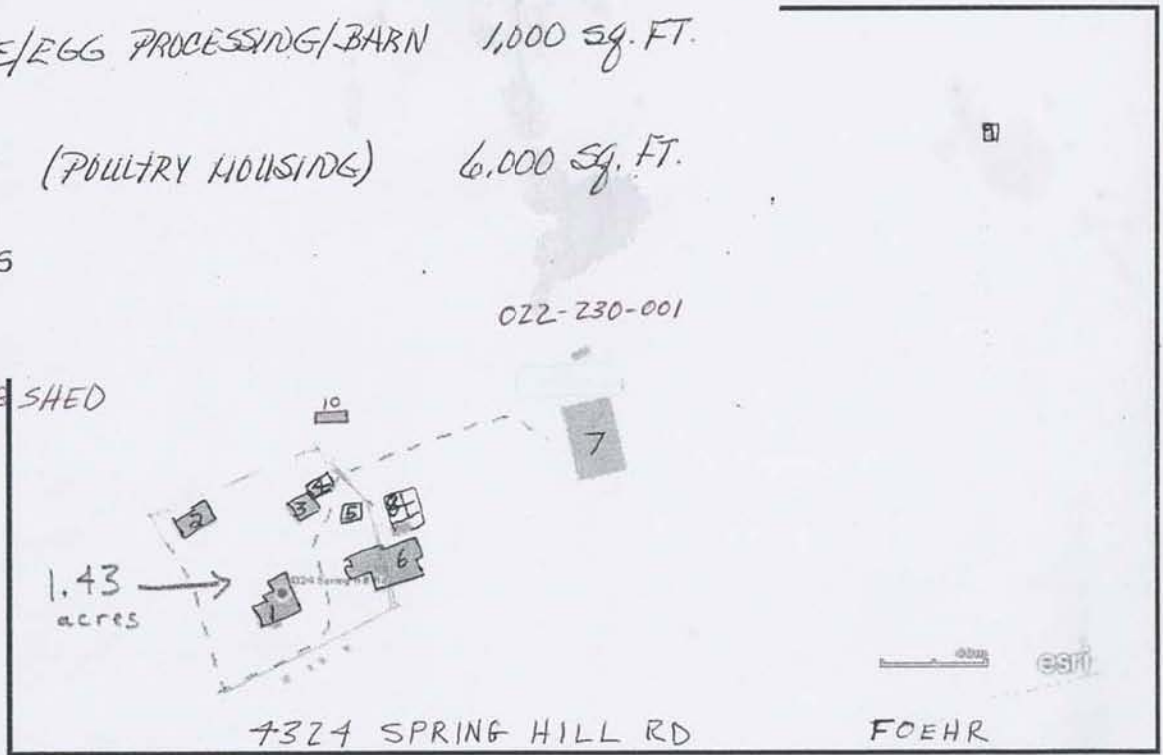


| | |
|--------------------|--------------|
| <u>Total Acres</u> | <u>70.61</u> |
| Agricultural Use | 69.18 |
| Compatible Use | 1.43 |

Site Plan

- #1 RESIDENCE 2,000 sq. ft.
- #2 AG EMPLOYEE DWELLING (SEASONAL) 300 sq. ft.
- #3 WORKSHOP 33'x30'
- #4 HOTHOUSE 10'x12'
- #5 FARM STAND 10'x15'
- #6 GARAGE/EGG PROCESSING/BARN 1,000 sq. ft.
- #7 BARN (POULTRY HOUSING) 6,000 sq. ft.
- #8 CURRALS
- #9 PUMP
- #10 FEEDING SHED

022-230-001



Total acres 70.61

Agricultural use 69.18 acres

Compatible use 1.43 acres



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 66
(This Section for use by Clerk of the Board Only.)

To: Sonoma County Board of Supervisors

Board Agenda Date: December 10, 2013

Vote Requirement: Majority

Department or Agency Name(s): Permit and Resource Management Department

Staff Name and Phone Number:

Traci Tesconi (707) 565-1903

Supervisorial District(s):

Fourth

Title: Addition of 17.24 acres to an existing Agriculture Preserve 1-312 and execution of a new Land Conservation (Williamson Act) Contract and attached Land Conservation Plan for Timothy Bucher and Mary Louise Bucher, for property located at 7850 Dry Creek Road, Geyserville, APN 139-130-003; PRMD File AGP13-0003.

Recommended Actions:

Hold a public hearing and the Board is requested to adopt a resolution to:

- (1) Find the project exempt from CEQA;
- (2) Enlarge by 17.24 acres Agricultural Preserve 1-312, for a total preserve size of 759.24 acres;
- (3) Approve the requested Land Conservation Contract (Williamson Act Contract), and the Land Conservation Plan attached and incorporated into the property located at 7850 Dry Creek Road, Geyserville, APN 139-130-003, Supervisorial District 4; and
- (4) Direct the Chair to execute those documents.

Executive Summary:

Action Requested of the Board of Supervisors: Pursuant to State law, all Land Conservation Contracts (Williamson Act Contracts) must be located within an "Agricultural Preserve." (Government Code Section 51230, *et seq*; Sonoma County Uniform Rule 3.0). For this application AGP13-0003 and AGP13-0004 filed for their other parcel, the property owners seek approval of a replacement Land Conservation contract (aka Williamson Act contract) that includes a portion of land that is not currently within an Agricultural Preserve. Your Board is requested to conduct a public hearing on this request to expand an existing Agricultural Preserve by 17.24 acres for a total of 759.24 acres, and approve a new Land Conservation Contract and attached Land Conservation Plan. At the conclusion of the hearing, adopt a resolution adding 17.24 acres to Agricultural Preserve 1-312, and authorizing the Chair to execute a new Williamson Act Contract and attached Land Conservation Plan on the 17.24 acre parcel (APN 139-130-003).

Location, Zoning and Project Description: The project site is located in the Dry Creek Valley Appellation at 7850 Dry Creek Road, Geyserville. The project site is 17.24 acres and contains a barn approved for conversion to a winery and tasting room with events (UPE11-0014), a single family residence, a pool, a well, a pump house, and related septic systems; along with 5.3 acres of vineyard, 3.5 acres of olive orchard, and 4 acres of woodlands. The project site is zoned LIA (Land Intensive Agriculture) B6 20 acre density, SR (Scenic Resource).

Background:

As authorized under the Land Conservation Act of 1965 (the Williamson Act), the County of Sonoma has established Agricultural Preserves in various agricultural areas. The establishment of Agricultural Preserves allows the County to enter into Land Conservation Contracts on property within the preserves. The Board may consider a request to expand an established agricultural preserve at the same time it considers a request for a new or replacement Land Conservation Contract for land within the preserve. When parcel boundaries of contracted land are adjusted, the County requires a replacement contract to ensure that the boundaries of the Williamson Act Contract match the adjusted parcel boundaries.

At or before the time the Agricultural Preserve is expanded, the Board may approve and authorize execution of the requested Williamson Act Contract. Under the *Sonoma County Uniform Rules for Agricultural Preserves and Farmland Security Zones* (“Uniform Rules”), adopted December 2011, all new and replacement contracts must contain a “Land Conservation Plan,” which is a separately executed document that is attached to and incorporated by reference into the Williamson Act contract as Exhibit “B”. The “Land Conservation Plan,” identifies the size, type, and general location of allowed uses for the contracted land, as applicable: prime agricultural use, non-prime agricultural use, open space use, compatible uses, and undesignated area. Future, substantial changes in the operation or the qualifying agricultural or open space use for which the Board of Supervisors approves the Williamson Act contract require amendment to the “Land Conservation Plan.” The Board may delegate to the Director of PRMD the authority to approve amendments to a “Land Conservation Plan,” consistent with the Williamson Act and County’s Uniform Rules. Amended Land Conservation Plans are deemed automatically incorporated into the Williamson Act Contract, alleviating the need for owners to obtain replacement contracts to accommodate future changed land uses. (Uniform Rule 6.4.) At all times, use of the land must conform to the contract, the land conservation plan, the County’s Uniform Rules, and the Williamson Act.

Enlargement of the Agricultural Preserve:

Before the requested new Land Conservation Contract and the attached Land Conservation Plan can be approved and executed, the parcel (17.24 acres) must be included within an Agricultural Preserve. State law and the County’s local Uniform Rules contain requirements for the expansion of an existing Agricultural Preserve. These requirements, detailed below, include noticing requirements, a public hearing and an analysis of the qualifications of the land for inclusion in the existing 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 Agriculture Preserve (1-312) by a

resolution after a public hearing. Pursuant to Government Code Section 51237, the Resolution and enlarged Agricultural Preserve map depicting the 17.24 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 1-312 is consistent with the General Plan because the land is devoted to agricultural use, is contiguous to an existing Agricultural Preserve, is designated for Land Intensive Agricultural use under the General Plan and the LIA zoning district, and over 50 % of the 17.24 acre parcel is planted in vineyard, olive orchard, and open space (woodlands). The enlargement of the existing Agricultural Preserve Area does not result in any loss of land under the Williamson Act program since 17.24 acres are being added.
3. The enlargement of the Agricultural Preserve Area and approval of an Agricultural Preserve 1-312 of 759.24 acres in size can be considered concurrently with the application for a new contract and approved by one action. The Agricultural Preserve will exceed the 100 acre minimum size requirement.
4. Pursuant to Section 15317 of the CEQA Guidelines, the project is Categorical Exempt from CEQA.

New Land Conservation Contract (Williamson Act Contract) on land located in an enlarged Agricultural Preserve:

The requirements for a new contract for land within a preserve are separate from the requirements for establishment of a preserve. As explained below, upon enlargement of the Agricultural Preserve, all requirements for a new Williamson Act contract will be met.

a) Land is within an Agricultural Preserve: As described above, the parcel will be within an enlarged Agricultural Preserve, 1-312.

b) Prime farmland: A parcel under 40 acres must be designated prime farmland to qualify for a Williamson Act contract. 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 of 17.24 acres in size is planted with vineyard and olive orchard and contains open space areas consisting of woodlands. A combination of vineyard and olive orchard produce the required income for the last five years, and the parcel meets the definition of prime agricultural land.

c) Minimum Parcel Size: The parcel must be at least 10 acres in size for a Prime Land Conservation Contract (Williamson Act contract). The parcel is 17.24 acres in size which exceeds the 10-acre minimum parcel size for a Prime Land Conservation contract.

d) Agricultural Use of the Land: The parcel must be devoted to agricultural use. In Sonoma County this means that at least 50% of the parcel is used for agriculture purposes. On the subject parcel, over 50 % is planted in vineyard and olive orchard with open space areas.

e) Non-Agricultural Compatible Uses: The parcel contains a barn approved for a conversion to a winery and tasting room with events and contains a single family residence and a pool, along related septic system areas, a well, and water tank. The winery and tasting room use is considered a compatible use, as defined in the Uniform Rules. The Use Permit (UPE1-0014) for the winery and tasting room was approved by the Board of Zoning Adjustments with the required *Principles of Compatibility* findings required under the Williamson Act.

f) Minimum Income Requirement: For vineyard land, the minimum income requirement is \$1,000.00 per acre gross annual income. The vineyard operation exceeds the minimum income requirement. For orchard land, the minimum income requirement is \$300.00 per acre gross annual income. The olive orchard operation exceeds the minimum income requirement.

g) Single Parcel Requirement: The land proposed for the new contract is comprised of a single legal parcel.

Staff Recommendation: Staff recommends the Board of Supervisors approve the request because all of the state and local requirements for enlargement of the Agricultural Preserve and for a new contract for the 17.24 acres within the preserve have been met.

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). On June 12, 2012, the Board directed PRMD to accept applications for new Land Conservation Contracts and to evaluate on-going fiscal impacts with the annual budget (Ordinance No. 12-0001).

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Land Conservation 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 - FY 13-14

| Expenditures | | Funding Source(s) | |
|---------------------------|-----------|----------------------|-----------|
| Budgeted Amount | \$ | | \$ |
| Add Appropriations Req'd. | \$ | State/Federal | \$ |
| | \$ | Fees/Other | \$ |
| | \$ | Use of Fund Balance | \$ |
| | \$ | Contingencies | \$ |
| | \$ | | \$ |
| Total Expenditure | \$ | Total Sources | \$ |

Narrative Explanation of Fiscal Impacts (If Required):

Approval of a new Land Conservation contract for the 17.24 acre parcel means that the property owner will continue to pay a reduced property tax assessment based upon the value of the agricultural uses rather than the land value under Proposition 13. This results in a reduction in the County's share of property tax revenue for each parcel under a Williamson Act contract. The amount of this reduction for an individual contract depends on parcel-specific variables including the Proposition 13 status of the land and the value of the agricultural crop, and is determined annually by the Assessor's office. The Board has not requested, and staff does not recommend, evaluating property tax revenue implications on a contract-by-contract basis. Instead, the Board has directed that, as a policy matter, approving new contracts is important to the County's agricultural economy and outweighs the cost in reduced property tax revenue.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

N/A

Attachments:

Att A: Draft Board of Supervisors Resolution and Agricultural Preserve Map, current and proposed enlargement
Att B: Location Map

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

Copy of Land Conservation Contract with attachment Exhibit A Legal Description and Exhibit B Copy of Land Conservation Plan and Site Plan.



County of Sonoma
State of California

Date: December 10, 2013

Item Number: _____

Resolution Number: _____

AGP13-0003 Traci Tesconi

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, (1) Finding The Project Exempt From CEQA; (2) Approving The Addition Of 17.24 Acres To Agricultural Preserve 1-312, For A Total Preserve Size Of 759.24 Acres; (3) Approving The Requested Land Conservation Contract (Williamson Act Contract), And The Land Conservation Plan Attached And Incorporated Into It; and (4) Directing The Chair To Execute Those Documents, For Property Located At 7850 Dry Creek Road, Geyserville, APN 139-130-003, Supervisorial District 4.

Whereas, a request has been made by Timothy Bucher and Mary Louise Bucher, as Trustees of the Bucher Family Revocable Trust dated September 15, 1999 to (1) Approve the enlargement of Agricultural Preserve 1-312 by 17.24 acres, (2) Approve the Land Conservation Contract (Williamson Act Contract) and attached Land Conservation Plan, and (3) Execute those documents, for property located at 7850 Dry Creek Road, Geyserville APN 139-130-003, Supervisorial District No. 4; 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, on June 12, 2012, the Board of Supervisors authorized the acceptance of applications for new Land Conservation Contracts; and

Whereas, consistent with the *Uniform Rules*, County Counsel has revised the Land Conservation 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, consistent with the *Uniform Rules* (Uniform Rules 3.1, 3.4.F), the Board of Supervisors may concurrently consider and approve both the enlargement of Agricultural Preserve 1-312 and the new Land Conservation Contract, and

Whereas, in accordance with the provisions of law, the Board held a public hearing on December 10, 2013, at which time all interested persons were given an opportunity to be heard; and

Resolution #

Date: December 10, 2013

Page 2

Whereas, the Board of Supervisors finds that the inclusion of the 17.24 acres, identified as APN 139-130-003, into Agricultural Preserve 1-312 is consistent with the Sonoma County General Plan and the applicable provisions of state law, and

Whereas, the Board of Supervisors finds that the 17.24 acre parcel, once included in designated Agricultural Preserve 1-312, will meet all requirements for a Prime Land Conservation Contract.

Now, Therefore, be it Resolved that the Board of Supervisors makes the following specific findings concerning the requirements for enlargement of Agricultural Preserve 1-312:

1. The Permit and Resource Management Department (PRMD) has provided the report required by Government Code §51234 to the Board of Supervisors on the request for enlargement of Agricultural Preserve 1-312; and
2. The Board of Supervisors has held a noticed public hearing on the proposed enlargement of Agricultural Preserve 1-312, at which all interested parties were heard; and
3. The land proposed to be added to Agricultural Preserve 1-312 is 17.24 acres, and presently identified by APN 139-130-003. Agricultural Preserve 1-312 is approximately 742 acres and will increase to 759.24 acres in size after adding the subject property; and
4. The land proposed to be added to Agricultural Preserve 1-312 is restricted by the LIA(Land Intensive Agriculture) zoning, B6-20 acre density, SR (Scenic Resources), whereas, the zoning district allowing the growing of vines, fruit, and crops, which is the current agricultural use of the project site, as required by Government Code §51230 and *Uniform Rule 3.3*; and
5. No land will be removed from Agricultural Preserve 1-312 or from the County's Agricultural Preserve Program as a result of the requested action; and
6. As required by Government Code §51234 and *Uniform Rule 3.3.*, the addition of the 17.24 acres to Agricultural Preserve 1-312 is consistent with the General Plan because it is devoted to an agriculture use, is contiguous to land already within designated Agricultural Preserve (1-312), and a majority of the land is planted in vineyard and olive orchard with open space areas; and
7. All state and local requirements for the enlargement of Agricultural Preserve 1-312 by 17.24 acres and approval of Agricultural Preserve 1-312 being 759.24 acres in size have been met.

Be It Further Resolved that the Board of Supervisors makes the following specific findings concerning the requirements for a new Prime Land Conservation Contract ("Contract"):

1. As required by *Uniform Rule 4.2*, the land proposed to be restricted by the Contract is a single legal parcel, presently identified by APN 139-130-003, and
2. As required by *Uniform Rule 4.2*, the land proposed to be restricted by the Contract will be located within a designated Agricultural Preserve (1-312) on or before the time the Contract is executed; and
3. The land proposed to be restricted by the Contract is 17.24 acres in size and exceeds the 10 acre minimum parcel size requirement for a Prime Land Conservation Contract under *Uniform Rule 4.2*; and
4. As required by *Uniform Rule 4.2*, the land proposed to be restricted by the Contract presently meets the minimum annual commercial agricultural income requirement of \$1,000.00 per acre gross for vineyard land. For an olive orchard, the minimum income requirement is \$300.00 per acre gross annual income and the olive orchard exceeds the minimum income requirement under a Prime Land Conservation Contract; and
5. Consistent with *Uniform Rule 4.2*, the land is devoted to an agricultural use because 50 % of the land is planted with a commercial vineyard and olive orchard, which are prime agricultural uses; and
6. The parcel does contain compatible uses allowed under the Contract, *Uniform Rule 8.0*, and Government Code Section 51238.1; and approved with a Use Permit (UPE11-0014); *Principles of Compatibility* findings (Government Code Section 51238.1) were made by the Board of Zoning Adjustments, and
7. With the enlargement of Agricultural Preserve 1-312, all state and local requirements for restricting the 17.24 acre parcel, presently identified as APN 139-130-003 under a Prime Land Conservation contract, have been met.

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, Class 17 of Title 14 of the California Code of Regulations (CEQA Guidelines), which provides that modifying an Agricultural Preserve with no net loss of land under an Agricultural Preserve, and executing a new Land Conservation Contract are exempt from the California Environmental Quality Act.

Be It Further Resolved that the Board of Supervisors hereby grants the request by Timothy Bucher and Mary Louise Bucher, as Trustees of the Bucher Family Revocable Trust dated September 15, 1999, by concurrently (1) approving enlargement of existing Agricultural Preserve 1-312 by 17.24 acres, for a total preserve size of 752.24 acres, and (2) approving a new Prime Land Conservation contract and attached Land Conservation Plan to restrict the 17.24

Resolution #

Date: December 10, 2013

Page 4

acre parcel located at 7850 Dry Creek Road, Geyserville, APN 139-130-003.

Be It Further Resolved that the Board of Supervisors authorizes the Chair of the Board of Supervisors to execute the Land Conservation 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 30, 2013, (1) this Resolution, (2) the approved Agricultural Preserve Map (1-312), as enlarged by 17.24 acres, and (3) the associated Land Conservation 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 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:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

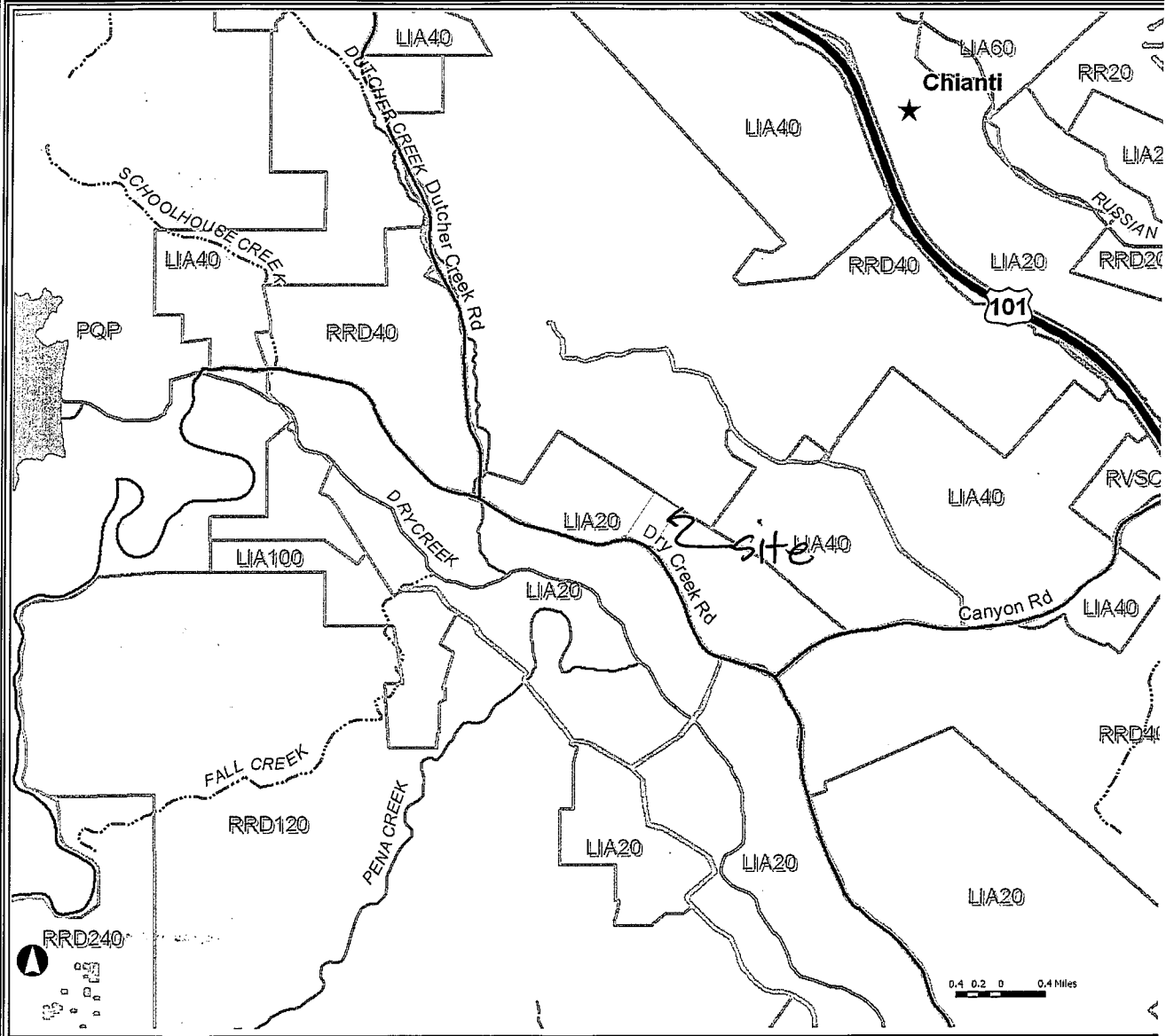
So Ordered.



County of Sonoma
 Permit and Resource Management Department
 California

Permit and Resource Management Department
 DEPARTMENT OF CONSTRUCTION SYSTEMS
 2010 DESIGN

General Plan Theme



General Plan 2020 Land Use

- ◆ Planning Area Policies
- Land Use by Area

General Plan 2020 Open Space

- ◆ Future Parks
- ▨ Scenic Corridors
- ▨ Marshes & Wetlands
- ▨ Community Separators

- ▨ Scenic Landscape Units
- ▨ Habitat Connectivity Corridors
- Existing Parks

Base Layers

- ★ Geographic Places
- Planning Areas
- Urban Service Areas

Streets

- US Federal Highway
- State Highway
- Major Road
- Residential Street

- Parcels
- City Limits
- Lake Sonoma

Riparian Corridors

- Perennial
- Intermittent

Location Map

EXHIBIT B



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 67
(This Section for use by Clerk of the Board Only.)

To: Sonoma County Board of Supervisors

Board Agenda Date: December 10, 2013

Vote Requirement: Majority

Department or Agency Name(s): Permit and Resource Management Department

Staff Name and Phone Number:

Traci Tesconi (707) 565-1903

Supervisorial District(s):

Fourth

Title: Addition of 20 acres to an existing Agriculture Preserve 1-312 and execution of a new Land Conservation Contract (Williamson Act Contract) and attached Land Conservation Plan for Timothy and Mary Louise Bucher, for property located at 7700 Dry Creek Road, Geyserville, APN 139-130-024; PRMD File No. AGP13-0004.

Recommended Actions:

The Board is requested to adopt a resolution to:

- (1) Find the project exempt from CEQA;
- (2) Enlarge by 20 acres Agricultural Preserve 1-312, for a total preserve size of 779.24 acres;
- (3) Approve the requested Land Conservation Contract (Williamson Act Contract), and the Land Conservation Plan attached and incorporated into the property located at 7700 Dry Creek Road, Geyserville, APN 139-130-024, Supervisorial District 4; and
- (4) Direct the Chair to execute those documents.

Executive Summary:

Action Requested of the Board of Supervisors: Pursuant to State law, all Land Conservation Contracts (Williamson Act Contracts) must be located within an "Agricultural Preserve." (Government Code Section 51230, *et seq*; Sonoma County Uniform Rule 3.0). For this application AGP13-0004 and AGP13-0003 filed for their other parcel, the property owners seek approval of a replacement Land Conservation contract (aka Williamson Act contract) that includes a portion of land that is not currently within an Agricultural Preserve. Your Board is requested to conduct a public hearing on this request to expand an existing Agricultural Preserve by 20 acres for a total preserve of 779.24 acres, and approve a new Land Conservation Contract and attached Land Conservation Plan. Once the Board approves expansion of Agriculture Preserve 1-312 as requested under AGP13-0003 and AGP13-0004, the total preserve size will

be 779.24 acres. At the conclusion of the hearing, adopt a resolution adding 20 acres to Agricultural Preserve 1-312, and authorizing the Chair to execute a new Williamson Act Contract and attached Land Conservation Plan on the 20 acre parcel (APN 139-130-024).

Location, Zoning and Project Description: The project site is located in the Dry Creek Valley Appellation located at 7700 Dry Creek Road, Geyserville. The project site is 20 acres and contains two barns, a well and water tank, with 8.2 acres of vineyard and 1.8 acres of olive orchard. The project site is zoned LIA (Land Intensive Agriculture) B6 20 acre density, SR (Scenic Resource).

Background:

As authorized under the Land Conservation Act of 1965 (the Williamson Act), the County of Sonoma has established Agricultural Preserves in various agricultural areas. The establishment of Agricultural Preserves allows the County to enter into Land Conservation Contracts on property within the preserves. The Board may consider a request to expand an established agricultural preserve at the same time it considers a request for a new or replacement Land Conservation Contract for land within the preserve. When parcel boundaries of contracted land are adjusted, the County requires a replacement contract to ensure that the boundaries of the Williamson Act Contract match the adjusted parcel boundaries.

At or before the time the Agricultural Preserve is expanded, the Board may approve and authorize execution of the requested Williamson Act Contract. Under the *Sonoma County Uniform Rules for Agricultural Preserves and Farmland Security Zones* (“Uniform Rules”), adopted December 2011, all new and replacement contracts must contain a “Land Conservation Plan,” which is a separately executed document that is attached to and incorporated by reference into the Williamson Act contract as Exhibit “B”. The “Land Conservation Plan,” identifies the size, type, and general location of allowed uses for the contracted land, as applicable: prime agricultural use, non-prime agricultural use, open space use, compatible uses, and undesignated area. Future, substantial changes in the operation or the qualifying agricultural or open space use for which the Board of Supervisors approves the Williamson Act contract require amendment to the “Land Conservation Plan.” The Board may delegate to the Director of PRMD the authority to approve amendments to a “Land Conservation Plan,” consistent with the Williamson Act and County’s Uniform Rules. Amended Land Conservation Plans are deemed automatically incorporated into the Williamson Act Contract, alleviating the need for owners to obtain replacement contracts to accommodate future changed land uses. (Uniform Rule 6.4.) At all times, use of the land must conform to the contract, the land conservation plan, the County’s Uniform Rules, and the Williamson Act.

Enlargement of the Agricultural Preserve:

Before the requested new Land Conservation Contract and the attached Land Conservation Plan can be approved and executed, the 20 acre parcel must be included within an Agricultural Preserve. State law and the County’s local Uniform Rules contain requirements for the expansion of an existing Agricultural Preserve. These requirements, detailed below, include noticing requirements, a public hearing and an analysis of the qualifications of the land for inclusion in the existing 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 Agriculture Preserve (1-312) by a resolution after a public hearing. Pursuant to Government Code Section 51237, the Resolution and enlarged Agricultural Preserve map depicting the 20 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 1-312 is consistent with the General Plan because the land is devoted to agricultural use, is contiguous to an existing Agricultural Preserve, is designated as Land Intensive Agriculture under the General Plan and the LIA zoning district, and over 50 % of the 20 acre parcel is planted in vineyard and olive orchard. The enlargement of the existing Agricultural Preserve Area does not result in any loss of land under the Williamson Act program since 20 acres are being added.
3. The enlargement of the Agricultural Preserve 1-312 for a total preserve size of 779.24 acres can be considered concurrently with the application for a new contract and approved by one action. The Agricultural Preserve 1-312 exceeds the 100-acre minimum preserve size requirement.
4. Pursuant to Section 15317 of the CEQA Guidelines, the project is Categorically Exempt from CEQA.

Replacement Land Conservation Contract (Williamson Act Contract) on land located in an enlarged Agricultural Preserve:

The requirements for a new or replacement contract for land within a preserve are separate from the requirements for establishment of a preserve. As explained below, upon enlargement of the Agricultural Preserve, all requirements for a new Williamson Act contract will be met.

a) Land is within an Agricultural Preserve: As described above, the parcel will be within an enlarged Agricultural Preserve, 1-312.

b) Prime farmland: A parcel under 40 acres must be designated prime farmland to qualify for a Williamson Act contract. 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 20 acre parcel is planted with vineyard and olive orchard that produce the required income for the last five years, and the parcel meets the definition of prime agricultural land.

c) Minimum Parcel Size: The parcel must be at least 10 acres in size for a Prime Land Conservation Contract (Williamson Act contract). The parcel is 20 acres in size exceeding the 10-acre minimum parcel size for a Prime Land Conservation contract.

d) Agricultural Use of the Land: The parcel must be devoted to agricultural use. In Sonoma County this means that at least 50% of the parcel is used for agriculture purposes. On the subject parcel, 50 % is planted in vineyard or olive orchard.

e) Non-Agricultural Compatible Uses: The parcel contains two barns, a well and water tank which are all considered agricultural uses. The parcel does not currently contain any compatible uses, as defined in the Uniform Rules.

f) Minimum Income Requirement: For vineyard land, the minimum income requirement is \$1,000.00 per acre gross annual income. The vineyard operation exceeds the minimum income requirement. For an olive orchard, the minimum income requirement is \$300.00 per acre gross annual income. The olive orchard exceeds the minimum income requirement.

g) Single Parcel Requirement: The land proposed for the new contract is comprised of a single legal parcel.

Staff Recommendation: Staff recommends the Board of Supervisors approve the request because all of the state and local requirements for enlargement of the Agricultural Preserve and for a new contract for the 20 acres within the preserve have been met.

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). On June 12, 2012, the Board directed PRMD to accept applications for new Land Conservation Contracts and to evaluate on-going fiscal impacts with the annual budget (Ordinance No. 12-0001).

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Land Conservation 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 - FY 13-14

| Expenditures | | Funding Source(s) | |
|---------------------------|-----------|----------------------|-----------|
| Budgeted Amount | \$ | | \$ |
| Add Appropriations Req'd. | \$ | State/Federal | \$ |
| | \$ | Fees/Other | \$ |
| | \$ | Use of Fund Balance | \$ |
| | \$ | Contingencies | \$ |
| | \$ | | \$ |
| Total Expenditure | \$ | Total Sources | \$ |

Narrative Explanation of Fiscal Impacts (If Required):

Approval of a new Land Conservation contract for the 20 acre parcel means the property owner will continue to pay a reduced property tax assessment based upon the value of the agricultural uses rather than the land value under Proposition 13. This results in a reduction in the County’s share of property tax revenue for each parcel under a Williamson Act contract. The amount of this reduction for an individual contract depends on parcel-specific variables including the Proposition 13 status of the land and the value of the agricultural crop, and is determined annually by the Assessor’s office. The Board has not requested, and staff does not recommend, evaluating property tax revenue implications on a contract-by-contract basis. Instead, the Board has directed that, as a policy matter, approving new contracts is important to the County’s agricultural economy and outweighs the cost in reduced property tax revenue.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

Att A: Draft Board of Supervisors Resolution and Agricultural Preserve Map, current and proposed enlargement
Att B: Location Map

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

Copy of Land Conservation Contract with attachments with Exhibit A Legal Description and Exhibit B
Copy of Land Conservation Plan and Site Plan



County of Sonoma
State of California

Date: December 10, 2013

Item Number: _____

Resolution Number: _____

AGP13-0004 Traci Tesconi

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, (1) Finding The Project Exempt From CEQA; (2) Approving The Addition Of 20 Acres To Agricultural Preserve 1-312, For A Total Preserve Size Of 779.24 Acres; (3) Approving The Requested Land Conservation Contract (Williamson Act Contract), And The Land Conservation Plan Attached And Incorporated Into It; and (4) Directing The Chair To Execute Those Documents, For Property Located At 7700 Dry Creek Road, Geyserville, APN 139-130-024.

Whereas, a request has been made by Timothy Bucher and Mary Louise Bucher, as Trustees of the Bucher Family Revocable Trust dated September 15, 1999 to (1) Approve the enlargement of Agricultural Preserve 1-312 by 20 acres, (2) Approve the Land Conservation Contract (Williamson Act Contract) and attached Land Conservation Plan; and (3) Execute those documents, for property located at 7700 Dry Creek Road, Geyserville APN 139-130-024, Supervisorial District No. 4; 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, on June 12, 2012, the Board of Supervisors authorized the acceptance of applications for new Land Conservation Contracts; and

Whereas, consistent with the *Uniform Rules*, County Counsel has revised the Land Conservation 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, consistent with the *Uniform Rules* (Uniform Rules 3.1, 3.4.F), the Board of Supervisors may concurrently consider and approve both the enlargement of Agricultural Preserve 1-312 and the new Land Conservation Contract, and

Whereas, in accordance with the provisions of law, the Board held a public hearing on December 10, 2013, at which time all interested persons were given an opportunity to be heard; and

Resolution #

Date: December 10, 2013

Page 2

Whereas, the Board of Supervisors finds that the inclusion of the 20 acres, identified as APN 139-130-024, into Agricultural Preserve 1-312 is consistent with the Sonoma County General Plan and the applicable provisions of state law, and

Whereas, the Board of Supervisors finds that the 20 acre parcel, once included in designated Agricultural Preserve 1-312, will meet all requirements for a Prime Land Conservation Contract.

Now, Therefore, be it Resolved that the Board of Supervisors makes the following specific findings concerning the requirements for enlargement of Agricultural Preserve 1-312:

1. The Permit and Resource Management Department (PRMD) has provided the report required by Government Code §51234 to the Board of Supervisors on the request for enlargement of Agricultural Preserve 1-312; and
2. The Board of Supervisors has held a noticed public hearing on the proposed enlargement of Agricultural Preserve 1-312, at which all interested parties were heard; and
3. The land proposed to be added to Agricultural Preserve 1-312 is 20 acres, and presently identified by APN 139-130-024. Agricultural Preserve 1-312 is approximately 759.24 acres and will increase to 779.24 acres in size after adding the subject property; and
4. The land proposed to be added to Agricultural Preserve 1-312 is restricted by the LIA(Land Intensive Agriculture) zoning, B6-20 acre density, SR (Scenic Resources), whereas, the zoning district allowing the growing of vines, fruit, and crops, which is the current agricultural use of the project site, as required by Government Code §51230 and *Uniform Rule 3.3*; and
5. No land will be removed from Agricultural Preserve 1-312 or from the County's Agricultural Preserve Program as a result of the requested action; and
6. As required by Government Code §51234 and *Uniform Rule 3.3.*, the addition of the 20 acres to Agricultural Preserve 1-312 is consistent with the General Plan because it is devoted to an agriculture use, is contiguous to land already within designated Agricultural Preserve (1-312), and a majority of the land is planted in vineyard and olive orchard; and
7. All state and local requirements for the enlargement of Agricultural Preserve 1-312 by 20 acres and approval of Agricultural Preserve 1-312 being 779.24 acres in size have been met.

Be It Further Resolved that the Board of Supervisors makes the following specific findings concerning the requirements for a new Prime Land Conservation Contract ("Contract"):

1. As required by *Uniform Rule 4.2*, the land proposed to be restricted by the Contract is a single legal parcel, presently identified by APN 139-130-024, and
2. As required by *Uniform Rule 4.2*, the land proposed to be restricted by the Contract will be located within a designated Agricultural Preserve (1-312) on or before the time the Contract is executed; and
3. The land proposed to be restricted by the Contract is 20 acres in size and exceeds the 10 acre minimum parcel size requirement for a Prime Land Conservation Contract under *Uniform Rule 4.2*; and
4. As required by *Uniform Rule 4.2*, the land proposed to be restricted by the Contract presently meets the minimum annual commercial agricultural income requirement of \$1,000.00 per acre gross for vineyard land. For an olive orchard, the minimum income requirement is \$300.00 per acre gross annual income and the olive orchard exceeds the minimum income requirement under a Prime Land Conservation Contract; and
5. Consistent with *Uniform Rule 4.2*, the land is devoted to an agricultural use because 50 % of the land is planted with a commercial vineyard and olive orchard, which are prime agricultural uses; and
6. The parcel does not contain any compatible uses pursuant to the Contract, *Uniform Rule 8.0*, and Government Code §51238.1; and
7. With the enlargement of Agricultural Preserve 1-312, all state and local requirements for restricting the 20 acre parcel, presently identified as APN 139-130-024 under a Prime Land Conservation contract, have been met.

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, Class 17 of Title 14 of the California Code of Regulations (CEQA Guidelines), which provides that modifying an Agricultural Preserve with no net loss of land under an Agricultural Preserve, and executing a new Land Conservation Contract are exempt from the California Environmental Quality Act.

Be It Further Resolved that the Board of Supervisors hereby grants the request by Timothy Bucher and Mary Louise Bucher, as Trustees of the Bucher Family Revocable Trust dated September 15, 1999, by concurrently (1) approving enlargement of existing Agricultural Preserve 1-312 by 20 acres, for a total preserve size of 772.24 acres, and (2) approving a new Prime Land Conservation contract and attached Land Conservation Plan to restrict the 20 acre parcel located at 7700 Dry Creek Road, Geyserville, APN 139-130-024.

Resolution #

Date: December 10, 2013

Page 4

Be It Further Resolved that the Board of Supervisors authorizes the Chair of the Board of Supervisors to execute the Land Conservation 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 30, 2013, (1) this Resolution, (2) the approved Agricultural Preserve Map (1-312), as enlarged by 20 acres, and (3) the associated Land Conservation 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 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:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

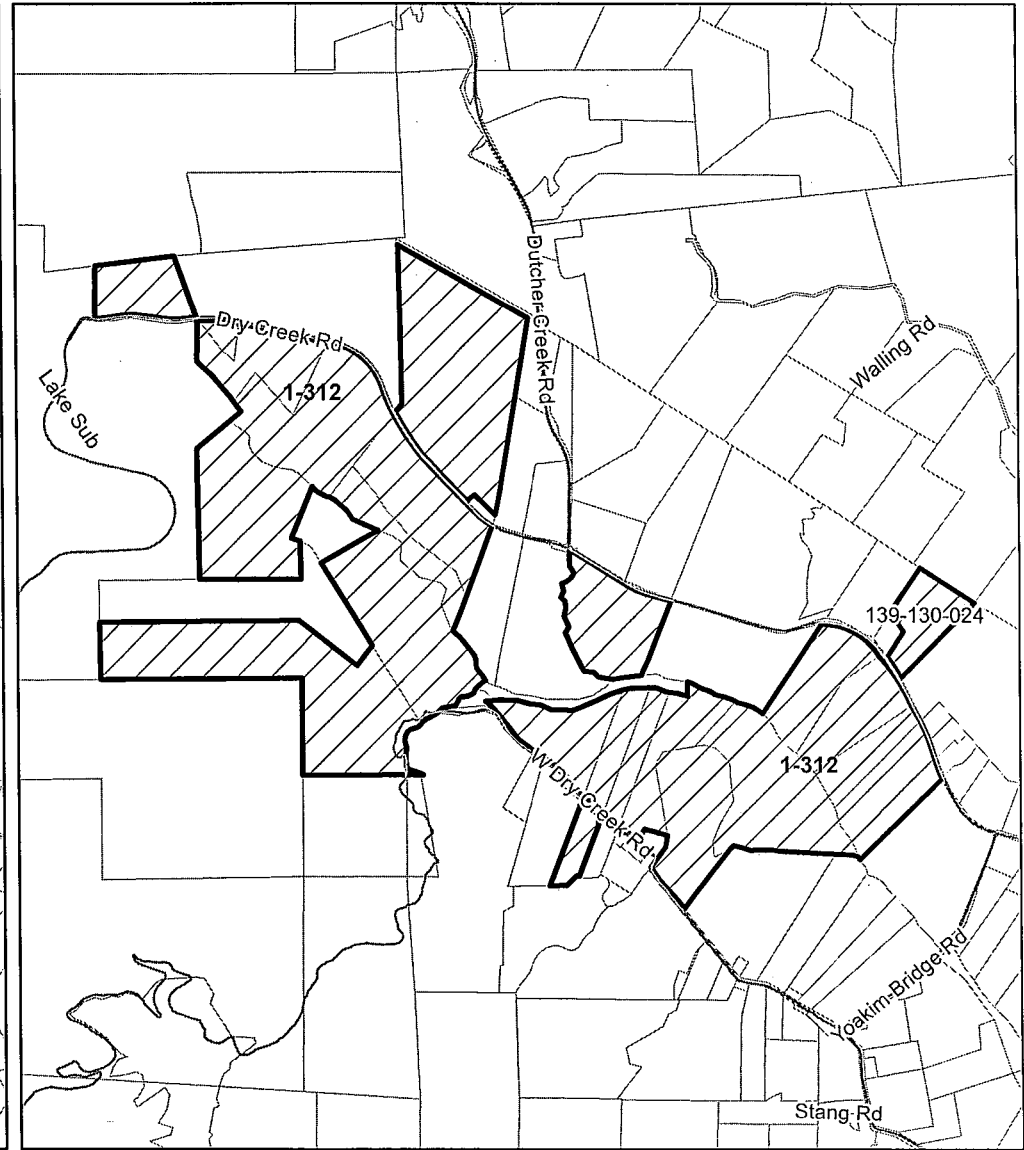
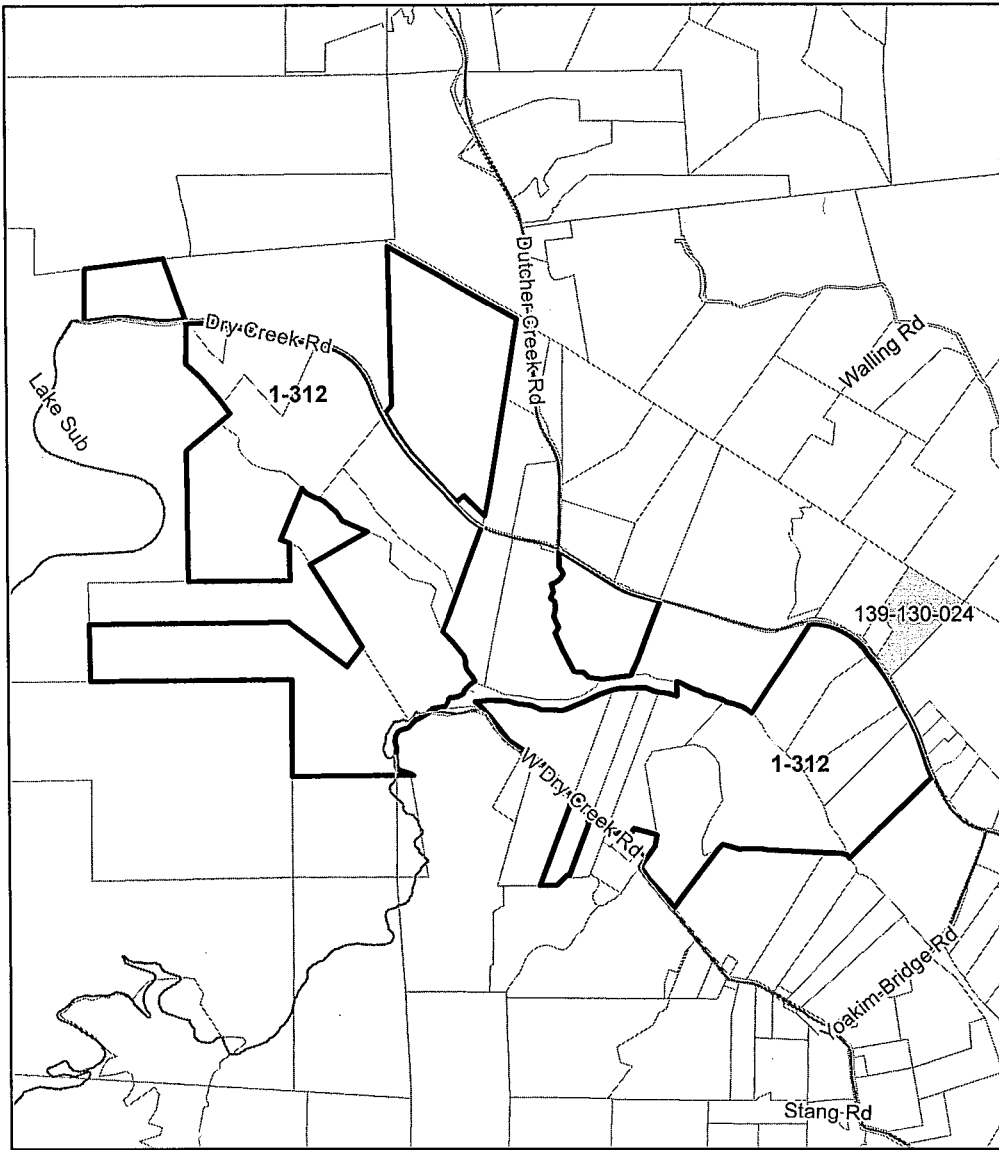
Absent:

Abstain:



So Ordered.

Existing Agricultural Preserve Area




Proposed Agricultural Preserve Area



Base Data

-  Parcels
-  Main Arterials

Ag Preserve Amendment Data

-  Subject Area
-  Existing Agricultural Preserve Boundary
-  Proposed Agricultural Preserve Boundary

FILE: AGP13-0004
 APN: 139-130-024
 Resolution No.: N/A
 Adopted Date: N/A



1 inch equals 2,500 feet

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.

Assessor's parcel data are current as of July 1, 2012. 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.

Permit and Resource Management Department
 Project Review Section



2550 Ventura Avenue, Santa Rosa, CA 95403
 (707) 565-1965 Fax (707) 565-1103

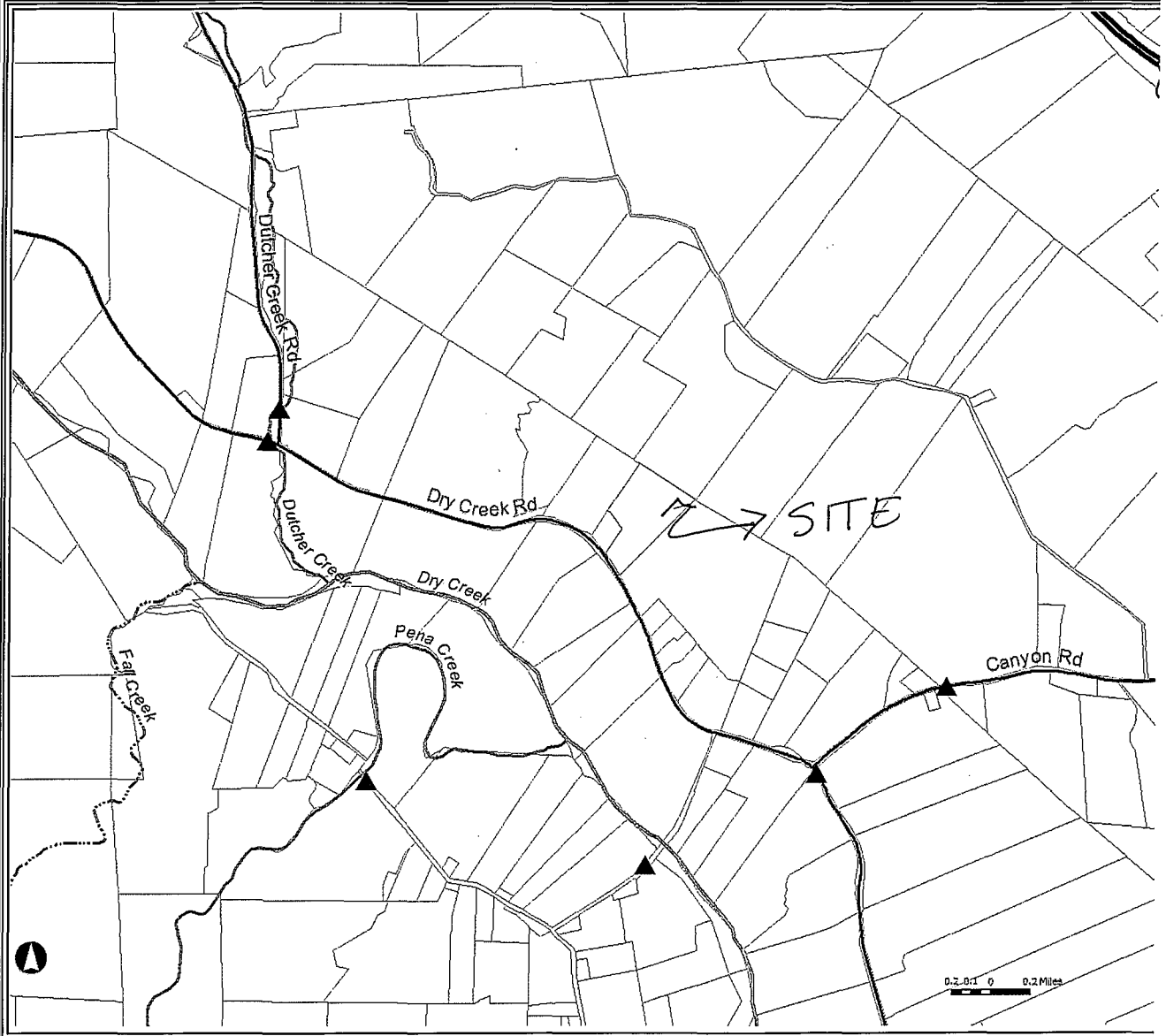




County of Sonoma
 Permit and Resource Management Department
 California

Permit and Resource Management Department
 DEPARTMENT OF CONSERVATION SYSTEMS
 COUNTY OF SONOMA

Base Map Theme



Planning

- Area & Specific Plans
- Local Area Development Guidelines
- Redevelopment Plans
- Williamson Act Land Contracts
 - Type I
 - Type I (Phase-out)
 - Type II
 - Type II (Phase-out)
 - Type II (Open Space)

Air Quality Measure

- Air Quality Control Board
 - Northern Sonoma County
 - Bay Area
- Well and Septic Water Quality Control Board
 - North Coast Region
 - San Francisco Region
- Waiver Prohibition Areas
- Flood Prone Urban Areas

Wet Weather Zones

- Zone A - Petaluma
- Zone B - Sonoma
- Zone C - Santa Rosa
- Zone D - Sebastopol
- Zone E - Guerneville
- Zone F - Healdsburg
- Zone G - Cloverdale

Base Layers

- Geographic Places
- City Sphere of Influence
- City Urban Growth

Planning Areas

- Urban Service Areas
- Lake Sonoma
- Streets
 - US Federal Highway
 - State Highway
 - Major Road
 - Residential Street
- Streams
 - Perennial
 - Intermittent

Parcels

- City Limits
- Supervisor Districts
 - District 1
 - District 2
 - District 3
 - District 4
 - District 5
- Fire Protection Responsibility Area
 - Federal
 - State
 - Local

EXHIBIT B



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 68
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: December 10, 2013

Vote Requirement: Majority

Department or Agency Name(s): Permit Resource and Management Department

Staff Name and Phone Number:

Sigrid Swedenborg 565-1914

Supervisorial District(s):

First

Title: Continued decision: Mark West Quarry Zone Change, Use Permit, Mining and Reclamation Plan; PLP09-0035

Recommended Actions: 1) adopt a resolution certifying the Final Environmental Impact Report for the expansion of Mark West Quarry 2) adopt an ordinance rezoning a 33-acre portion of a 99-acre parcel to add the Mineral Resource Combining District; and, 3) approve a Use Permit and Mining and Reclamation Plan with a production limit of 500,000 cubic yards (750,000 tons) per year for a 20-year period subject to the Mitigation Monitoring Plan and conditions of approval, and adopt a Statement of Overriding Considerations for property located at 4411 Porter Creek Road, Santa Rosa. APN. 120-210-006, -031 and -048.

Executive Summary:

The request from BoDean is to rezone a 33-acre portion of an 99-acre parcel to add the MR (Mineral Resource) Combining District to allow for future mining, a Use Permit to expand the existing Mark West Quarry to allow mining of 500,000 cubic yards (750,000 tons) per year for a 20-year period, and approval of a revised Reclamation Plan that directs how the area mined on the site would be reclaimed. At the Board hearing on November 5, 2013, the Board expressed concerns about the adequacy of the Aggregate Road Mitigation Fee to cover the cost of the road wear and tear from the quarry operations on the haul roads. The Board discussed the potential of increasing the amount per ton paid by the quarry for the Aggregate Road Mitigation Fee and determined that changes to the fee would need to come back separately including all industry representatives and import operators in the discussion. The 1981 ARM Plan required all aggregate operators to pay an annual mitigation fee and that program was continued in the 1994 ARM Plan and has been a condition of approval of mining permits since that time, but was not applied to the import operator when it was originally approved. However, in 2012, the import operator modified their use permit and is now required as a condition of approval to pay the Aggregate Road Mitigation Fee.

Bicycle safety was also discussed and the potential mitigation measures of widening Mark West Springs

and Porter Creek roads. As noted in the Final EIR, the cost of improvements to fully mitigate the potential impact was so significant that staff recommended the mitigation be found infeasible. The Board asked staff to determine if there was any other feasible mitigation that could enhance bicycle safety. After the close of the public hearing, PRMD asked Public Works to review the safety of the haul route for bicycles to determine if there is anything that could be done to enhance safety. Public Works staff defined a list of improvements for the haul route corridor including installation of bicycle activated flashing beacons in the constrained segments to alert drivers that a bicyclist is in the lane, striping and signage in two segments, widening of pull outs in the constrained reach near the Mark West Lodge and widening of Mark West Creek Road and Porter Creek Road in four segments and as shown in Figure 1.

As a result of this new information, it was determined necessary for the Board to reopen the public hearing on December 10 for the limited purpose of taking testimony on this new information before taking final action on the Project.

The Sonoma County Bicycle & Pedestrian Advisory Committee (BPAC)

The BPAC met on November 20, 2013. Mitigation Measures for the Proposed Mark West Quarry Expansion Project was an item on their agenda and they discussed possible methods for improving bicycle safety. The Committee determined that, given the right-of-way and topographical constraints, a design exception allowing for Class II bicycle lanes with 4-foot wide paved shoulders, where necessary, would be acceptable, provided that it does not set a precedent for other projects. The standard for Class II bicycle lanes is 5-feet. This design exception must be contingent upon agreement that the quarry operators would also provide shoulder sweeping and roadside vegetation trimming along Mark West Springs and Porter Creek roads, which the applicant has agreed to perform four times annually between March 1st and October 31st.

Staff had several meetings and discussions with the applicant and reviewed the various costs and options for improvements to Mark West Springs/Porter Creek roads for enhanced bike safety. CEQA requires that the Board adopt all feasible mitigation measures to substantially reduce potential impacts. The mitigation measures identified in the FEIR included widening along three major segments of Mark West Springs and Porter Creek Roads, which staff determined was infeasible to complete on a fair share basis. However, the Board directed staff to evaluate whether there were any measures that could be feasibly implemented. Policy options for potential mitigation measures include:

A) Install Beacons, Striping and Pull Outs

Applicant obtains encroachment permit to complete the following improvements:

Restripe standard Class II bike lanes and install signage along Mark West Springs Road from Old Redwood Highway to Riebli Road (PM10.45– PM12.20) \$43,750;

Install an east bound bicycle activated flashing beacon from the beginning of the canyon at PM 14.05 to PM16.20 and widening of two safety pull outs (PM14.6 – PM15.0), striping and signage at Mark West Lodge \$37,500;

Install a west bound bicycle activated flashing beacon at PM16.2 \$20,000;

Restripe and sign 4-foot Class II bike lanes between Franz Valley Road and Camp Newman (PM 17.17 to PM 18.71) \$38,500;

Install bicycle activated beacons in both directions from Camp Neuman to the Mark West Quarry driveway - \$40,000;

Estimated Cost (2013 dollars) - \$179,750 The applicant has agreed to complete these improvements (see discussion on timing, below).

B) Road Widening Segment 1 from Riebli Road to Mark West Lane (PM12.20 to 14.05)

Estimated Cost \$925,000 Applicant pays fair share estimated at 20% for Segment 1;
Fair Share Segment 1: \$185,000 (2013 dollars). The applicant has agreed to pay a fair share contribution towards this improvement.

C) Road Widening portion of Segment 2 on Porter Creek Road east of the lodge to the bridge over Porter Creek (PM16.2-PM17.0) in addition to Options A and B above.

Estimated Cost \$400,000 Applicant pays fair share estimated at 26% for portion of Segment 2;
Fair Share for Portion of Segment 2: \$104,000 (2013 dollars). Total fair share contribution for road widening, including Option B above would be \$289,000 in addition to completion of improvements in Option A.

D) Road Widening Segment 3 between quarry entrance and Calistoga Road (PM19.44-20.16) in addition to Options A , B and C above

Estimated Cost \$375,000 (2013 dollars) Applicant pays fair share estimated at approximately 27% for Segment 3.
Fair Share Segment 3: \$101,250 (2013 dollars). Total fair share contribution for road widening, including Options B and C above would be \$390,250 in addition to completion of improvements in Option A.

E) Road Widening all three segments (B, C and D) to full bike lane standards, in addition to installing beacons and widening pull outs and striping as noted in Option A.

Estimated Cost \$2,470,000 Applicant pays a fair share estimated at an average of approximately 25%
Fair Share: \$617,500 (2013 dollars).

The applicant has verbally agreed to Option A (Install Beacons, Striping and Pull Outs) and to pay a fair share portion of Option B (Road Widening from Riebli Road to Mark West Lane).

Timing

A standard requirement for payment of fair share costs is prior to commencement of the use or mining in the expansion area. Due to the fact that the quarry is almost out of space, staff recommends that the applicant be granted two construction seasons to complete the work. Conditions have been established that, prior to commencement of clearing or mining activities, the Applicant shall either:

- a) Complete construction of the required improvements. (If the required construction is completed prior to commencement of mining activities in the expansion area, the Applicant shall enter into an Improvement Maintenance Agreement and post security with the County of Sonoma, to guarantee the improvements for a period of one (1) year), or,
- b) Enter into an Improvement Agreement and post acceptable security with the County of Sonoma, agreeing to complete the required construction by December 31, 2016. Included in this Improvement Agreement shall be a requirement that the Applicant enter into an Improvement Maintenance Agreement and post security with the County of Sonoma, to guarantee the improvements for a period of one (1) year after acceptance of the improvements as being complete, by the County of Sonoma.

New signal at Porter Creek and Franz Valley Roads

There has been some discussion about the potential to add signalization at the above intersection. A temporary traffic signal at the intersection has been installed because of the Porter Creek Road bridge replacement project. The Sonoma County Regional Parks Department queried if this could be converted to a permanent signal, and PRMD was asked if the quarry could contribute a fair share to that project. It was not discussed in the EIR. DTPW has responded that the temporary signal cannot be physically converted to a permanent installation and that it is doubtful that the intersection would meet the minimum warrants for a signal once the construction is complete, and that they cannot install signals unless they meet warrants. A permanent signal installation will cost between \$500,000 to \$1,000,000 for design, permitting, construction, and inspection.

Staff Recommendation to enhance Bicycle safety

Staff recommends that the Board require Options A and B for a total of \$364,750 (2013 dollars) as the most feasible mitigation measures. The applicant would install the beacons, striping, signage and pull-outs, including striping and signage of a 4-foot wide segment of Porter Creek Road east of the Porter Creek bridge and contribute a fair share of the cost to widen approximately 2 miles of Mark West Springs Road between Riebli Road and Mark West Lane to the full 5-foot standard shoulder width (PM 12.20 to 14.05). It is not recommended that reduced width bike lanes be installed on this segment of Mark West Springs Road because there is a greater number of cyclists on this segment of the road. The applicant has also verbally agreed to pay annually for sweeping and vegetation management along the haul routes. Staff did not recommend Options C, D or E due to the fewer numbers of cyclists on Segments 2 and 3 and the higher costs involved in widening.

| | | | |
|---|---|------------------------------|------------------------------|
| Prior Board Actions: | | | |
| 11/05/2013: Board hearing on Project and associated Final Environmental Impact Report (FEIR); Board took straw vote (5-0) to certify the FEIR and approve the Project with direction to staff to return with appropriate resolutions for final action on 12/10/2013. | | | |
| Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship | | | |
| Invest in jobs and community infrastructure while supporting the County ARM Plan to prohibit mining in river terraces and limit in-stream mining to bar skimming. This project is consistent with ARM Plan policies to provide for production of aggregate to meet local needs and contribute to the County's share of aggregate demand in the North Bay region from hard rock quarry production. | | | |
| Fiscal Summary - FY 13-14 | | | |
| Expenditures | | Funding Source(s) | |
| Budgeted Amount | \$ | | \$ |
| Add Appropriations Req'd. | \$ | State/Federal | \$ |
| | \$ | Fees/Other | \$ |
| | \$ | Use of Fund Balance | \$ |
| | \$ | Contingencies | \$ |
| | \$ | | \$ |
| Total Expenditure | \$ | Total Sources | \$ |
| Narrative Explanation of Fiscal Impacts (If Required): | | | |
| None. | | | |
| Staffing Impacts | | | |
| Position Title (Payroll Classification) | Monthly Salary Range (A – I Step) | Additions (Number) | Deletions (Number) |
| | | | |
| | | | |
| Narrative Explanation of Staffing Impacts (If Required): | | | |
| N/A | | | |
| Attachments: | | | |
| Att A: Map 1 Bicycle and Pedestrian Safety Improvements Att B: Draft Resolution, Ex A Final EIR Findings Summary Table, Ex. B Conditions of Approval, Ex. C Deed Restriction, Ex D Map 2 Bicycle and Pedestrian Safety Improvements. | | | |

Att C: Draft Ordinance

Att D: Memo from Steven Schmitz summarizing BPAC discussion dated November 21, 2013

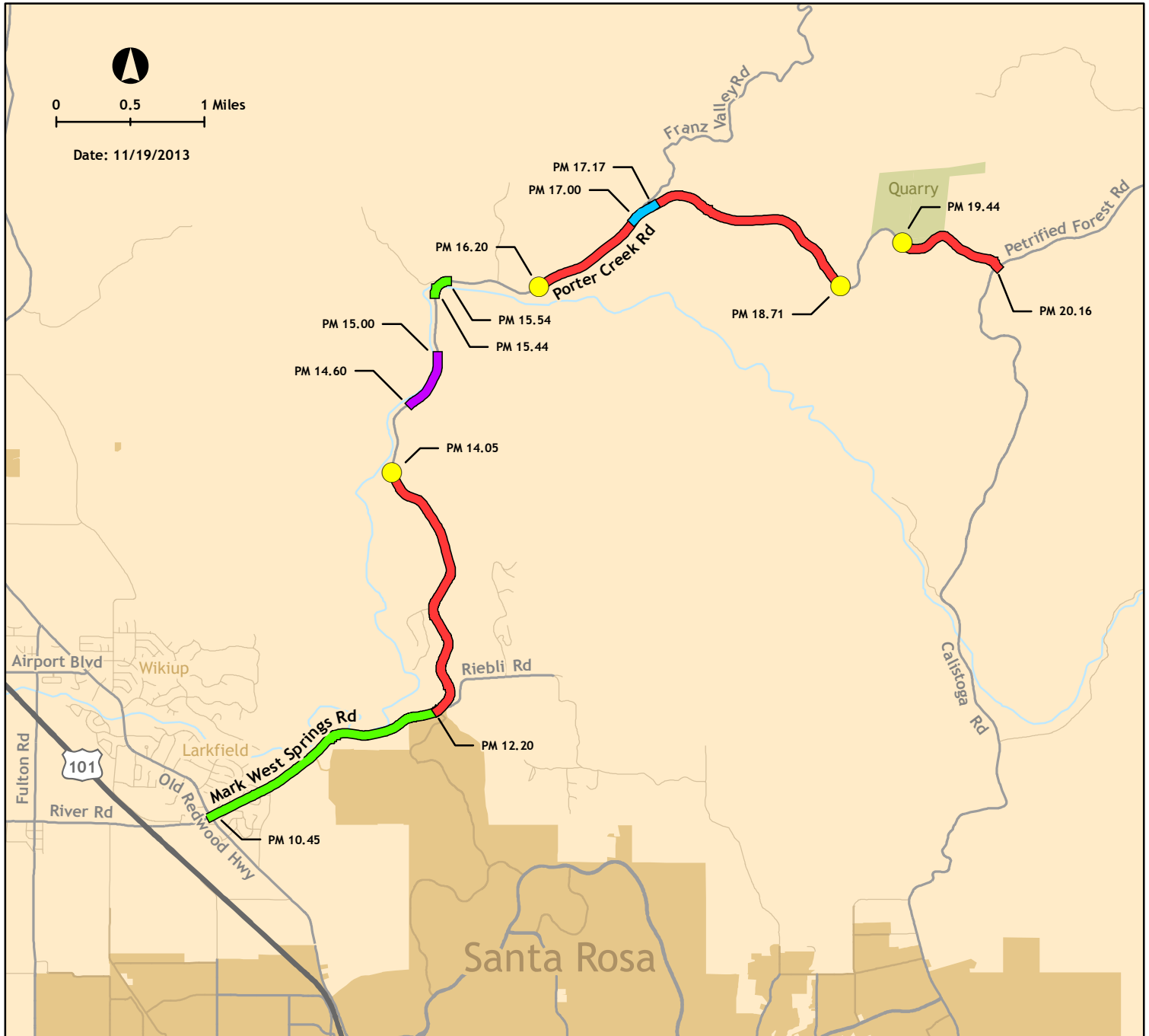
Related Items “On File” with the Clerk of the Board:






Final EIR

Bicycle and Pedestrian Safety Improvements

Mark West Springs Road and Porter Creek Road

Sonoma County Department of Transportation and Public Works



| Category | Road Name | Road ID | Post Mile | |
|---|----------------------|---------|-----------|-------|
|  Widen, Stripe, Sign | Mark West Springs Rd | 8801A | 12.20 | 14.05 |
| | Porter Creek Rd | 8801B | 16.20 | 17.00 |
| | Porter Creek Rd | 8801B | 17.17 | 18.71 |
| | Porter Creek Rd | 8801B | 19.44 | 20.19 |
|  Stripe, Sign | Mark West Springs Rd | 8801A | 10.45 | 12.20 |
| | Mark West Springs Rd | 8801A | 15.44 | 15.54 |
|  Stripe by County | Porter Creek Rd | 8801B | 17.00 | 17.17 |
|  Pave Turnouts | Mark West Springs Rd | 8801A | 14.60 | 15.00 |
|  Flashing Beacons | Mark West Springs Rd | 8801A | 14.05 | |
| | Porter Creek Rd | 8801B | 16.20 | |
| | Porter Creek Rd | 8801B | 18.71 | |
| | Porter Creek Rd | 8801B | 19.44 | |



County of Sonoma
State of California

Date: December 10, 2013

Item Number: _____

Resolution Number: _____

PLP09-0035 Sigrid Swedenborg

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Certifying The Final Environmental Impact Report, Making And Adopting A Statement Of Overriding Considerations, Adopting A Mitigation Monitoring Program, And Approving The Mark West Quarry Expansion Project Consisting Of (1) A Zone Change To Add The MR (Mineral Resource) Combining District To A 33-Acre Portion Of A 99 Acre Parcel Adjacent To The Existing Quarry Parcel, (2) A Surface Mining Use Permit To Allow Mining Of 500,000 Cubic Yards (750,000 Tons) Per Year For A 20-Year Period Within The Expansion Area, And (3) A Revised Reclamation Plan That Directs How The Existing Quarry And The Expansion Area Will Be Reclaimed When Mining Ends, On Property Located At 4411 Porter Creek Road, Santa Rosa, APNs 120-210-048, -031, And -006; Supervisorial District No. 1.

Resolved, that the Board of Supervisors (“the Board”) of the County of Sonoma (“the County”) hereby finds and determines as follows:

Section 1.

Application And Project.

1.1 BoDean Company, Inc. (“the Applicant”) filed Application PLP09-0035 (“the Application”) with the Sonoma County Permit and Resource Management Department (“PRMD”) requesting the land use entitlements and consistency determinations necessary under the Sonoma County General Plan 2020 (“the General Plan”), the 1994 Aggregate Resources Management Plan (“the ARM Plan”), the Franz Valley Area Plan, the Sonoma County Zoning Code (“the Zoning Code”), and the Sonoma County Surface Mining and Reclamation Ordinance (“SMARO”) to expand the existing 87-acre Mark West Quarry to include an additional 33 acres, on property located at 4411 Porter Creek Road, Santa Rosa, APNs 120-210-048, -031, and 006 (“the Project Site”); Supervisorial District No. 1. As heard and considered by the Board, the Application included the following components (“the Project”):

(a) A zone change (“the MR Zone Change”) to add the MR (Mineral Resource) combining district to a 33-acre portion (“the Expansion Area”) of a 99 acre parcel (APN 120-210-031) adjacent to the parcel containing the existing quarry (APN 120-210-48) (“the Existing Quarry Parcel”).

(b) A surface mining use permit (“the Surface Mining Use Permit”) to allow mining of 500,000 cubic yards (750,000 tons) per year for a 20-year period within the Expansion Area.

(c) A revised reclamation plan (“the Revised Reclamation Plan”) that directs how the Existing Quarry Parcel and the Expansion Area will be reclaimed when mining ends.

Section 2.

Procedural History.

2.1 After accepting Application PLP09-0035 as complete for processing, PRMD determined that an environmental impact report (“EIR”) tiered upon the program EIR for the ARM Plan was required for the Project to comply with the California Environmental Quality Act (“CEQA”), the State CEQA Guidelines, and the Environmental Quality Ordinance of Sonoma County. The County contracted with an environmental study team led by Leonard Charles & Associates (“the County’s environmental consultants”) to prepare the EIR for the Project.

2.2 PRMD released a draft EIR for the Project (“the Draft EIR”) for public and agency review on May 21, 2013. The Draft EIR assesses the potential environmental effects of the implementation of the Project, identifies means to eliminate or reduce potential adverse impacts, and evaluates a reasonable range of alternatives to the Project.

2.3 The Sonoma County Planning Commission (“the Planning Commission”) conducted a public hearing on the Draft EIR on June 20, 2013. At the hearing, the Planning Commission heard and received all relevant testimony and evidence presented orally or in writing regarding the Draft EIR. All interested persons were given the opportunity to hear and be heard. At the conclusion of public testimony, the Planning Commission closed the hearing, gave its comments on the Draft EIR, and directed that a final EIR be prepared.

2.4 PRMD released the final EIR for the Project (“the Final EIR”) on September 6, 2013. The Final EIR is comprised of the Draft EIR together with one additional volume (“the Response to Comments Document”) that includes the comments on the Draft EIR submitted by interested public agencies, organizations, and members of the public; written responses to the environmental issues raised in those comments; revisions to the text of the Draft EIR reflecting changes made in response to comments and other information; and other minor changes to the text of the Draft EIR. The Response to Comments Document was provided to all commenting agencies on September 6, 2013. The Final EIR is hereby incorporated herein by this reference.

2.5 The Planning Commission conducted a public hearing on the Final EIR and the Project on September 26, 2013. At the hearing, the Planning Commission heard and received all relevant oral and written testimony and evidence presented or filed regarding the Final EIR and the Project. All interested persons were given the opportunity to hear and be heard. At the conclusion of public testimony, the Planning Commission closed the hearing, discussed the Final EIR and the Project, and, on a 5-0 vote, recommended that the Board certify the Final EIR, adopt a statement of overriding considerations, and approve the Project.

2.6 The Board conducted a public hearing on the Final EIR and the Project on November 5, 2013 ("the Board hearing"). At the Board hearing, the Board heard and received all relevant oral and written testimony and evidence presented or filed regarding the Final EIR and the Project. All interested persons were given the opportunity to hear and be heard. At the conclusion of public testimony, the Board closed the Board hearing, discussed the Final EIR and the Project, and, on a 5-0 straw vote, determined to certify the Final EIR, adopt a statement of overriding considerations, and approve the Project. County Counsel and PRMD staff were directed to return to the Board with a resolution and related ordinance reflecting the consideration and actions of the Board.

2.7 Following the Board's straw vote, in response to Board Member comments at the Board hearing, PRMD requested that the Sonoma County Department of Transportation and Public Works ("DTPW") review the safety of the Project's haul route for bicycles to determine whether any improvements could be made to enhance bicycle safety. In response to PRMD's request, DTPW developed a set of bicycle safety improvements for the haul route between Old Redwood Highway and Petrified Forest/Calistoga Roads to reduce the potential hazard ("DTPW's proposed bicycle safety improvements").

2.8 The Board reopened the Board hearing on December 10, 2013 ("reopened Board hearing"), to consider DTPW's proposed bicycle safety improvements. At the reopened Board hearing, the Board heard and received all relevant oral and written testimony and evidence presented or filed regarding DTPW's proposed bicycle safety improvements. All interested persons were given the opportunity to hear and be heard. At the conclusion of public testimony, the Board closed the reopened Board hearing, discussed DTPW's proposed bicycle improvements, and took final action to certify the Final EIR, adopt a statement of overriding considerations, and approve the Project.

2.9 The Board has had an opportunity to review this resolution and hereby finds that it accurately sets forth the intentions of the Board regarding the Final EIR, the statement of overriding considerations, and the Project.

2.10 The Board's decisions herein are based upon the testimony and evidence presented to the County orally or in writing prior to the close of the reopened Board hearing ("the record of these proceedings"). By Board Rule, any information submitted after the close of the reopened Board hearing has been deemed late and not considered by the Board.

Section 3.

CEQA Compliance.

3.1 The Board certifies that the Final EIR has been completed in compliance with CEQA and the State CEQA Guidelines. The Board further certifies that it has been presented with the Final EIR and that it has reviewed and considered the information contained in the Final EIR prior to making the findings in this Section 3 and the statement of overriding considerations in Section 3.24. The Board further certifies that the Final EIR reflects its independent judgment and analysis.

3.2 Having received, reviewed, and considered the Final EIR and other information in the record of these proceedings, the Board hereby makes the following findings in compliance with CEQA and the State CEQA Guidelines:

Part A: Findings regarding the environmental review process and the contents of the Final EIR.

Part B: Findings regarding the environmental impacts of the Project and the mitigation measures for those impacts identified in the Final EIR and adopted as conditions of approval, as well as the reasons that some potential mitigation measures are rejected.

Part C: Findings regarding alternatives to the Project and the reasons that those alternatives are rejected.

Part D: Statement of overriding considerations determining that the benefits of implementing the Project outweigh the significant unavoidable environmental impacts that will result and therefore justify approval of the Project despite such impacts.

Part E: Description of the mitigation monitoring program for the Project.

Part F: Summary of the environmental findings regarding the Project.

The Board certifies that these findings are based on full appraisal of all viewpoints, including all comments received up to the date of adoption of these findings, concerning the environmental issues identified and discussed in the Final EIR.

A. Environmental Review Process

3.3 On June 15, 2011, PRMD issued a notice of preparation (“the Notice of Preparation”) announcing the intended preparation of the Draft EIR and describing its proposed scope. The Notice of Preparation was sent to the Office of Planning and Research, each responsible and trustee agency, and interested organizations and members of the public. PRMD received five written responses to the Notice of Preparation.

3.4 PRMD completed the Draft EIR on May 21, 2013, and beginning on that date made the Draft EIR available for review and comment. A notice of availability was published and the period for receipt of comments on the Draft EIR remained open until July 5, 2013 (45 days).

3.5 The Final EIR was completed and made available to public agencies and members of the public on September 6, 2013. The Final EIR is comprised of the Draft EIR plus all of the comments received during the public comment period, together with written responses to those comments, which were prepared in accordance with CEQA and the State CEQA Guidelines. The Board finds that the Final EIR provides adequate, good faith, and reasoned responses to all comments raising significant environmental issues.

3.6 State CEQA Guidelines section 15088.5 requires a lead agency to recirculate an EIR for further review and comment when significant new information is added to the EIR after public notice is given of the availability of the draft EIR but before certification of the final EIR. New information added to an EIR is not “significant” unless the EIR is changed in a way that deprives the public of a meaningful opportunity to comment upon a substantial adverse environmental effect of the project or a feasible way to mitigate or avoid such an effect that the project proponent declines to implement. The State CEQA Guidelines provide examples of significant new information under this standard. Recirculation is not required where the new information added to the EIR merely clarifies or amplifies or makes insignificant modifications in an adequate EIR.

The Board recognizes that the Final EIR incorporates information obtained by the County since the Draft EIR was completed, and contains additions, clarifications, modifications, and other changes. With respect to this information, the Board finds as follows:

(a) Various minor changes and edits have been made to the text and tables of the Draft EIR, as described in Chapter 4 of the Final EIR. These changes are generally of an administrative nature such as correcting typographical errors, making minor adjustments to the data, and adding or changing certain phrases to improve readability. The Board finds that these changes are of a minor, non-substantive nature and do not require recirculation of the EIR.

(b) In addition to the changes and corrections described Subsection (a), above, the Final EIR provides additional information in response to comments and questions from agencies and the public. The Board finds that this additional information does not constitute significant new information requiring recirculation, but rather that the additional information clarifies or amplifies an adequate EIR. Specifically, the Board finds that the additional information does not show that:

(1) A new significant environmental impact would result from the Project or from a new mitigation measure proposed to be implemented.

(2) A substantial increase in the severity of an environmental impact would result unless mitigation measures are adopted that reduce the impact to a level of insignificance.

(3) A feasible project alternative or mitigation measure considerably different from others previously analyzed would clearly lessen the significant environmental impacts of the Project, but the Applicant declines to adopt it.

(4) The Draft EIR was so fundamentally and basically inadequate and conclusory in nature that meaningful public review and comment were precluded.

Based on the foregoing, and having reviewed the information contained in the Final EIR and in the record of these proceedings, including the comments on the Draft EIR and the responses thereto, and the above-described information, the Board hereby finds that no significant new information has been added to the Final EIR since public notice was given of the availability of the Draft EIR that would require recirculation of the Final EIR.

3.7 The Board has considered the comments received after release of the Final EIR, but before the close of the reopened Board hearing, regarding project impacts. The Board finds that those comments do not constitute "significant new information" within the meaning of CEQA and the State CEQA Guidelines so as to require recirculation of the Final EIR. The Board finds that the comments and responses do not disclose any of the following:

(a) A new significant environmental impact resulting from the Project or from a new mitigation measure proposed to be implemented. The comments do not demonstrate any new significant adverse impact resulting from the Project, and the responses clarify or amplify the Final EIR's findings regarding the Project's less-than-significant impacts.

(b) A substantial increase in the severity of an environmental impact that will not be mitigated to a level of insignificance through adopted mitigation measures. None of the comments disclose a substantial increase in the severity of any of the previously-identified impacts.

(c) A feasible project alternative or mitigation measure that clearly would lessen the significant environmental impacts of the Project, but the Applicant will not adopt it. None of the comments relate to a mitigation measure or alternative rejected by the Applicant.

(d) That the Draft EIR was so fundamentally and basically inadequate and conclusory in nature that public review and comment on the Draft EIR was in effect meaningless. This is clearly not the case.

3.8 In making its determination to certify the Final EIR and to approve the Project, the Board recognizes that a range of technical and scientific opinion exists with respect to certain environmental issues involved in the Project. The Board has acquired an understanding of the range of this technical and scientific opinion by its review of the Draft EIR, the comments received on the Draft EIR and the responses to those comments in the Final EIR, as well as testimony, letters, and reports regarding the Final EIR and its own experience and expertise in these environmental issues. The Board has reviewed and considered, as a whole, the evidence and analysis presented in the Draft EIR, the evidence and analysis presented in the comments on the Draft EIR, the evidence and analysis presented in the Final EIR, the information submitted on the Final EIR, and the reports prepared by the County's environmental consultants and PRMD staff, addressing those comments. The Board has gained a well-rounded understanding of the environmental issues presented by the Project. In turn, this understanding has enabled the Board to make its decisions after weighing and considering the various viewpoints on these issues. The Board accordingly certifies that its findings are based on full appraisal of all of the evidence contained in the Final EIR, as well as the evidence and other information in the record of these proceedings addressing the Final EIR.

B. Impacts and Mitigation Measures

3.9 These findings provide the written analysis and conclusions of the Board regarding the environmental impacts of the Project and the mitigation measures identified by the Final EIR and adopted by the Board as conditions of approval for the Project.

3.10 In making these findings, the Board has considered the opinions of other agencies and members of the public, including opinions that disagree with some of the analysis and significance thresholds used in the Final EIR. The Board finds that the determination of significance thresholds is a judgment within the discretion of the Board; the significance thresholds used in the Final EIR are supported by substantial evidence in the record, including the expert opinion of the County's environmental consultants and PRMD staff; and the significance thresholds used in the Final EIR provide reasonable and appropriate means of assessing the significance of the adverse environmental effects of the Project.

3.11 In particular, the Final EIR relied on significance criteria for evaluating impacts that are tailored to this type of project. The criteria used in the Final EIR to determine whether an impact is or is not “significant” are based on (a) CEQA-stipulated “mandatory findings of significance” listed in State CEQA Guidelines section 15065; (b) the relationship of the project effect to the adopted policies, ordinances and standards of the County and of responsible agencies; and (c) commonly accepted practice and the professional judgment of the EIR Consultant and PRMD staff.

3.12 Exhibit “A,” attached hereto and incorporated herein by this reference, summarizes the environmental determinations of the Final EIR about the Project’s significant impacts before and after mitigation. Exhibit “A” does not attempt to describe the full analysis of each environmental impact contained in the Final EIR. Instead, Exhibit “A” provides a summary description of each significant impact, describes the applicable mitigation measures identified in the Final EIR and adopted by the Board with the exception of Mitigation 4.4-D.1, and states the Board’s findings on the significance of each impact after imposition of the adopted mitigation measures. A full explanation of these environmental findings and conclusions can be found in the Final EIR and these findings hereby incorporate by reference the discussion and analysis in the Final EIR supporting the Final EIR’s determinations regarding the Project’s impacts and mitigation measures designed to address those impacts. In making these findings, the Board ratifies, adopts, and incorporates the analysis and explanation in the Final EIR, and ratifies, adopts, and incorporates in these findings the determinations and conclusions of the Final EIR relating to environmental impacts and mitigation measures, except to the extent any such determinations and conclusions are specifically and expressly modified by these findings.

3.13 In addition, the Draft EIR identified one potential mitigation measure that the Board finds is infeasible, as follows:

- Mitigation 4.4-D.1: “The applicant shall pay its fair share to improve haul route roads to meet County road standards where such improvements are determined by the County to be feasible. The following roadway segments have minimal shoulders that currently do not meet County roadway standards and would require shoulder and/or lane widening to meet County standards on the Mark West Springs – Porter Creek Road haul corridor: 1. An approximately one-mile segment of Mark West Springs Road between Riebli Road and Mark West Lodge; 2. A 1.6-mile Porter Creek Road segment between Mark West Lodge and Franz Valley Road; and 3. Approximately 2.9 of 3.2 miles of Porter Creek Road between Franz Valley Road and Petrified Forest Road.”

The Board finds that this mitigation measure is infeasible because the road improvements are currently not funded and the fair share contribution required by the

mitigation measure (over \$8 million) would effectively render the project infeasible. However, the Board further finds that DTPW's proposed bicycle safety improvements, as adopted by the Board, will mitigate the impact to the extent feasible.

3.14 The Board hereby finds that the adopted mitigation measures are changes or alterations that have been required in, or incorporated into, the Project which mitigate or avoid significant effects on the environment.

C. Alternatives

3.15 The Final EIR evaluates a number of potential alternatives to the Project. The Final EIR examines the environmental impacts of each alternative in comparison with the Project and the relative ability of each alternative to satisfy project objectives. The Final EIR also describes the criteria used to identify a range of reasonable alternatives for review in the Final EIR and describes proposals that the County concluded did not merit additional, more-detailed review either because they did not present viable alternatives to the Project.

3.16 In making these findings, the Board certifies that it has independently reviewed and considered the information on alternatives provided in the Final EIR, including the information provided in comments on the Draft EIR and the responses to those comments in the Final EIR. The Final EIR's discussion and analysis of these alternatives is not fully repeated in these findings, and the discussion and analysis of the alternatives in the Final EIR is incorporated in these findings by reference.

3.17 The Final EIR describes and evaluates in detail four alternatives to the Project. As set forth above, the Board has adopted mitigation measures that mitigate the significant environmental effects of the Project. While these mitigation measures will not mitigate all Project impacts to a less than significant level, they will mitigate those impacts to a level that the Board finds is acceptable. The Board finds that only the Project would satisfy all of the project objectives. The Board finds that the remaining alternatives are unable to satisfy the project objectives to the same degree as the Project. The Board further finds that, on balance, none of the remaining alternatives has environmental advantages over the Project that are sufficiently great to justify approval of such an alternative instead of the Project, in light of each such alternative's inability to satisfy the project objectives to the same degree as the Project. Accordingly, the Board has determined to approve the Project instead of approving one of the remaining alternatives. In making this determination, the Board finds that when compared to the other alternatives described and evaluated in the Final EIR, the Project, as mitigated, provides a reasonable balance between fully satisfying the project objectives and reducing potential environmental impacts to an acceptable level. The Board further finds and determines that the Project should be approved, rather than one of the other alternatives, for the reasons set forth below.

3.18 The project objectives are to:

- To profitably operate an existing hard rock quarry in reasonable proximity to Highway 101, at a site designated for aggregate production in the ARM Plan.
- Encourage the use of locally produced aggregates within Sonoma County thereby reducing unsustainable importation, which will aid in the reduction of GHG (Greenhouse Gas) and compliance with AB32.
- To provide an affordable and reliable source of aggregate suitable for Portland Cement Concrete ("PCC"), Asphalt Concrete ("AC"), Asphalt Concrete Base (ACB) Lean Concrete Base (LCB), and Cement Treated Base (CTB), as well as construction grade aggregates, etc., to customers in Sonoma County and the local area, thus minimizing transport distances and associated costs and impacts and facilitating the State and County policy of meeting local demand for high quality aggregates with local resources.
- To allow the continuance of an existing quarry to assist the County in meeting its stated goals and policies of shifting aggregate production away from terrace mining to hard rock quarries, thereby avoiding the conversion of prime agricultural land on the terraces of the Russian River.
- To assist in ameliorating the PCC, AC, and ACB aggregate shortage identified in a report of the Department of Conservation titled CGS Special Report 175: Mineral Land Classification of Aggregate Materials in Sonoma County, California, dated 2005.
- To facilitate a new or expanded quarry with resources that can meet the needs for aggregate in an environmentally sound manner.
- To encourage the extraction and utilization of natural resources in a more sustainable fashion as in this case with the use of renewable energy via photovoltaic solar power.

3.19 The alternatives to the Project evaluated in the Final EIR are as follows:

- (a) No Project (Alternative 1). Under CEQA, a "No-Project Alternative" compares the impacts of proceeding with a proposed project with the impacts of not proceeding with the

proposed project. A No-Project Alternative describes the environmental conditions in existence at the time the Notice of Preparation was published, along with a discussion of what would be reasonably expected to occur at the site in the foreseeable future, based on current plans and consistent with available infrastructure and community services. The Final EIR evaluates two No-Project Alternatives.

(1) No Project and No Subsequent Development (Alternative 1A). Under Alternative 1A, the Existing Quarry Parcel would continue to be mined under the applicant's legally vested right to mine that portion of the parcel currently zoned MR. The Surface Mining Use Permit and the Revised Reclamation Plan (including mitigation measures recommended in the Final EIR) would not apply to future mining of this area. Because Alternative 1A would require no further environmental review, and for the reasons stated in the Final EIR, Alternative 1A would result in more significant impacts than the Project, as proposed. The alternative would eliminate the impact on eastbound Porter Creek Road views and the cumulatively considerable contribution to the significant visual cumulative impact and the significant biological impact. The alternative would result in a new significant visual impact and have overall greater impacts as regards biological resources, traffic, and public services and could have greater impacts as regards geology and hydrology. The alternative would have similar impacts as regards noise, air quality, hazards and hazardous materials, public services and utilities, cultural and paleontological resources, and land use. The continued mining would partially meet the project objective to provide aggregate for use within the County. On balance, however, the environmental benefits that might be achieved with this alternative are outweighed by its environmental impacts compared to the Project, its reduced environmental benefits compared to the Project, and its impairment of the ability to fully satisfy many of the other project objectives. The Board rejects this alternative.

(2) No Project with Reasonably Foreseeable Development. (Alternative 1B). Under Alternative 1B, as under Alternative 1A, implementation of the Project would not occur, and all aggregate reserves on the expansion parcel would remain in place. The existing RRD zoning allows a range of uses related to farming, timber management, and housing for agricultural workers. As with Alternative 1A, Alternative 1B would result in more significant impacts than the Project, as proposed, because the Applicant could continue to mine its vested rights MR zoned area on the Existing Quarry Parcel. The alternative would eliminate a significant project-specific impact (the impact on eastbound Porter Creek Road views) and the cumulatively considerable contribution to the significant visual cumulative impact and the significant biological impact. The alternative would eliminate the impact on eastbound Porter Creek Road views and the cumulatively-considerable contribution to the significant cumulative impact on this same view. It would result in a new significant visual impact and have overall greater impacts as regards biological resources, traffic, public services, cultural resources, and land use and could have greater impacts as regards geology, and hydrology and water quality.

On balance, the environmental benefits that might be achieved with this alternative are outweighed by its environmental impacts compared to the Project, its reduced environmental benefits compared to the Project, and its impairment of the ability to fully satisfy many of the other project objectives. The Board rejects this alternative.

(b) Reduced Production (Alternative 2). Under Alternative 2, the maximum allowable production would be reduced to the level that is used as the baseline for the Final EIR, namely 305,000 cubic yards per year, which is about 40% less than proposed. Alternative 2 would eliminate the cumulatively-considerable contribution to cumulative traffic impacts and the cumulative air quality impact as well as reduce other off-site impacts on air quality, climate change, noise, and visual resources. Otherwise, it would have similar on-site impacts. Given the reduction in impacts, this alternative is environmentally superior to the Project and the Board concurs with the finding that this is the environmentally superior alternative. The alternative would meet most of the project objectives although to a lesser extent than the Project. The difference is that there would be an approximate 40% reduction in the amount of aggregates produced and sold over the next 20 years. On balance, the environmental benefits that might be achieved with this alternative are outweighed by its impairment of the ability to fully satisfy many of other project objectives, including encouraging the use of locally produced aggregates, helping to provide an affordable and reliable source of aggregate, helping to shift aggregate production away from terrace mining to hard rock quarries, and ameliorating aggregate shortages. The Board rejects this alternative.

(c) Reduced Mining Footprint (Alternative 3). Under Alternative 3, the quarry expansion would be reduced, as shown in Figure 6-1 in the Final EIR. The requested annual production rate of 500,000 cubic yards would be maintained as part of this alternative, but since limited the mine area is reduced and less rock will be available over the 20-year life of the use permit. The alternative would meet all the project objectives, but there would be as much as a 40% reduction in the amount of aggregate that is produced and sold. Alternative 3 would reduce on-site impacts of the proposed project on geology, hydrology, and particularly biological and wetland resources, and it may reduce the duration of off-site impacts associated with traffic. Alternative 3 would not eliminate the three significant project impacts, the significant secondary impact associated with the EIR-recommended roadway widening, nor the cumulatively considerable contributions to significant cumulative impacts. On balance, the environmental benefits that might be achieved with this alternative are outweighed by its impairment of the ability to fully satisfy many of other project objectives, including encouraging the use of locally produced aggregates, helping to provide an affordable and reliable source of aggregate, helping to shift aggregate production away from terrace mining to hard rock quarries, and ameliorating aggregate shortages. The Board rejects this alternative.

3.20 The Board concurs in the Final EIR's finding that an alternative location would not be feasible or warranted in light of the project objectives.

3.21 The Final EIR satisfies the requirements of CEQA by providing a reasonable range of alternatives, each of which is intended to address means by which the unavoidable adverse impacts of the Project can be lessened. For the reasons set forth herein, the Board finds that specific economic, legal, social, technological or other benefits make it infeasible to approve the project alternatives evaluated in the Final EIR. For all of the foregoing reasons, the Board has determined to approve the Project instead of one of the alternatives to the Project.

3.22 The Board finds that the range of alternatives evaluated in the Final EIR reflects a reasonable attempt to identify and evaluate various types of alternatives that would potentially be capable of reducing the Project's environmental effects, while accomplishing most but not all of the project objectives. The Board finds that the alternatives analysis is sufficient to inform the Board and the public regarding the tradeoffs between the degree to which alternatives to the Project could reduce environmental impacts and the corresponding degree to which the alternatives would hinder the County's ability to achieve the project objectives.

D. Statement of Overriding Considerations

3.23 As discussed in Exhibit "A" and in the Final EIR, the Board has found that the following impacts of the Project would or could remain significant following County adoption of the mitigation measures described in the Final EIR:

- The Project would add substantial truck traffic to certain primary haul roads that do not meet current County roadway design standards and/or contain limited sight distance.
- The Project would add substantial truck traffic to the Mark West Springs/Porter Creek Road primary haul road that is designated a proposed bikeway and is regularly used by bicyclists or pedestrians, and which do not meet current County roadway design standards, leading to a significant impact on public safety.
- Project-generated traffic will cause unacceptable intersection operations at one study intersection in 2035.
- Project-generated traffic will increase the risk of collisions between haul trucks and other vehicles, pedestrians, and bicyclists, along the Mark West Springs/Porter Creek Road haul corridor under the Long-term (2035) plus Project Condition.

- The Project would alter the visual character of the Project Site and adversely affect views of the site from both public and private vantage points. As is discussed in the Final EIR, pursuant to the County policy expressed in the PRMD Visual Assessment Guidelines, impacts to the private views of specific persons, or potential future private views of potential future specific persons, are not deemed CEQA impacts by the County. However, these impacts to private views are considered for the purposes of this statement of overriding considerations.
- Although mitigated long term by site reclamation, the Project would make a considerable contribution to a significant cumulative impact on habitat fragmentation and blocking wildlife movement (Impact CI-6, DEIR page 5-11).
- The Project would make a cumulatively considerable contribution to a significant cumulative air quality impact regarding emissions of ozone precursors (Impact CI-10, DEIR page 5-13).

3.24 In accordance with State CEQA Guidelines section 15093, the Board has, in determining whether or not to approve the Project, balanced the economic, social, technological, and other benefits of the Project against its unavoidable environmental risks, and finds that each of the benefits of the Project set forth below outweigh the significant adverse environmental effects that are not mitigated to less than significant levels. This statement of overriding considerations is based on the Board's review of the Final EIR and other information in the record of these proceedings. Each of the multiple benefits identified below provides a separate and independent basis for overriding the significant environmental effects of the Project. The benefits of the Project are as follows:

(a) Eliminating Mitigation Measure 4.4-D.1 also eliminates the potentially significant impacts of that mitigation measure. Implementation of Mitigation Measure 4.4-D.1 on Mark West Springs Road and Porter Creek Road could result in short-term and/or long-term environmental impacts on geology and soils, hydrology and water quality, hazardous materials, biological resources, transportation and circulation, air quality, noise, aesthetics and cultural resources.

(b) According to the General Plan, approximately 75 to 112 million tons of construction aggregate are likely to be needed over the next 20 years to meet local needs and a share of the North Bay regional needs.

(c) The State Geologist has classified certain mineral resource areas within Sonoma County as mineral bearing areas of regional significance. As a result, the County is required by State law to 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.

(d) In response to the State's mandate, the County adopted resource management goals and policies in the General Plan and the ARM Plan. General Plan Goal OSRC-13 requires the County to "provide for production of aggregates to meet local needs and contribute the County's share of demand in the North Bay production-consumption region." An implementing General Plan objective is to "use the ARM Plan to establish priority areas for aggregate production and to establish detailed policies, procedures, and standards for mineral extraction." (OSRC-13.1). General Plan Policy OSRC-13a was adopted to achieve this objective. The policy states: "Policy OSRC-13a: Consider lands designated in the ARM Plan as priority sites for aggregate production and mineral extraction and review requests for additional designations for conformity with the General Plan and the ARM Plan. Mark West Quarry is listed and described in the ARM Plan."

(e) Through the adoption of the ARM Plan, the Board declared that it is the policy of the County to prohibit mining in the river terraces and limit in-stream mining to bar skimming. The Board further declared that in order to comply with the County's adopted goal to provide for the production of aggregates to meet local needs and contribute the County's share of demand in the North Bay production-consumption region, aggregates would be produced from hard rock quarries.

(f) Sonoma County's residential, business and industrial construction, particularly road construction and re-construction, depends on a good quality, local source of construction grade aggregates. Mark West Quarry will help fulfill the demand.

(g) According to an economic assessment of aggregate supply entitled "Construction Aggregate Supply Limitations: Some Estimates of Economic Impact" prepared by the Division of Transportation Planning's Office of Transportation Economics, September 2008, there are a

number of positive economic benefits in permitting rock quarries in proximity to the work needed to be performed. They include:

- A reduction in emissions from trucks with a reduction in truck miles of travel for hauling aggregates.
- A shorter hauling distance, which would reduce aggregate-truck miles of travel and the cost of the materials.
- A reduction of pavement deterioration from fewer truck miles traveled, which would allow rehabilitation resources to be available for other critical maintenance improvements.
- A reduction in project delays due to lack of aggregate supply in the area, which leads to increased project costs.
- A reduction in aggregate-related truck miles of travel would also reduce traffic congestion and traffic accidents on roads.

(h) There will be economic benefits to Sonoma County from the Project including, but not limited to, job creation, increased property taxes, sales taxes, vehicle license fees, and employee income taxes.

(i) The Board adopted a statement of overriding considerations for the ARM Plan indicating that the benefits of the aggregate industry outweigh the adverse unavoidable noise and visual impacts. These findings are contained in Resolution No. 94-1569 and are incorporated herein by reference.

3.25 Based on the foregoing and pursuant to Public Resources Code section 21081 and State CEQA Guidelines section 15093, the Board finds that the remaining significant unavoidable impacts of the Project are acceptable in light of its economic, fiscal, social, environmental and land use benefits. Such benefits outweigh such significant and unavoidable impacts and provide the substantive and legal basis for this statement of overriding considerations. The Board finds that, to the extent that any impacts identified in Exhibit "A" remain unmitigated, mitigation measures have been required to the extent feasible, although the impacts could not be reduced to a less-than-significant level.

3.26 Accordingly, when deciding to approve the Project, the Board is faced with presumed unmitigated impacts that are limited in nature. When considering the significant

benefits outlined in this statement of overriding considerations against limited impacts, the balance of weight falls in favor of the merits of the Project.

3.27 For the reasons stated herein, and each of them independently of the others, the Board has adopted a statement of overriding considerations.

E. Mitigation Monitoring Reporting Program

3.28 In accordance with CEQA and the State CEQA Guidelines, the Board must adopt a mitigation monitoring program to ensure that the mitigation measures adopted herein are implemented. A mitigation monitoring program for the Project (“the Mitigation Monitoring Program”) is incorporated into the conditions of approval set forth in Exhibit “B,” attached hereto and incorporated herein by this reference. The Mitigation Monitoring Program will be implemented in accordance with all applicable requirements of CEQA and the State CEQA Guidelines.

F. Summary

3.29 Based on the foregoing findings and the information contained in the record of these proceedings, the Board has made one or more of the following findings with respect to each of the significant environmental effects of the Project identified in the Final EIR:

(a) Changes or alterations have been required in, or incorporated into, the Project which avoid or substantially lessen the significant environmental effects on the environment.

(b) Those changes or alterations that are wholly or partially within the responsibility and jurisdiction of another public agency have been, or can and should be, adopted by that other public agency.

(c) Specific economic, social, technological, or other considerations make infeasible the mitigation measures or alternatives identified in the Final EIR that would otherwise avoid or substantially lessen the identified significant environmental effects of the Project.

3.30 Based on the foregoing findings and information contained in the record of these proceedings, it is hereby determined that:

(a) All significant effects on the environment due to approval of the Project have been eliminated or substantially lessened where feasible.

(b) Any remaining significant effects on the environment found unavoidable are acceptable due to the factors described in the statement of overriding considerations in Section 3.24.

Section 4.

Land Use Regulation Compliance.

4.1 The Board finds that the Project, as approved herein, is consistent with the General Plan for the following reasons:

(a) The Project Site is designated Resources and Rural Development in the General Plan. The Resources and Rural Development land use category permits surface mining operations if they are consistent with the ARM Plan and SMARO. The Resources and Rural Development land use category also permits processing facilities related to resource production as well as incidental equipment and materials storage. Mining operations are required to have a surface mining use permit (or vested right), reclamation plan, and financial assurance approved prior to commencing mining operations. The conditions of approval imposed herein ensure that the Project is in compliance with the ARM Plan and the operational and reclamation standards of SMARO.

(b) The Project is in harmony with applicable goals, objectives, and policies in the Land Use, Open Space and Resource Conservation, Water Resources, Public Safety, Circulation and Transportation, Public Facilities and Services, and Noise Elements of the General Plan.

4.2 The Board finds that the Project, as approved herein, is consistent with the ARM Plan. The ARM Plan identifies Mark West Quarry as one of the sources of aggregate in the County. The ARM Plan shows a likely expansion area for the quarry onto the parcel where the Expansion Area is located. The ARM Plan establishes operating standards, mitigation measures, and reclamation procedures for hard rock mining activities, and a monitoring program for all mining and reclamation activities. The conditions of approval imposed herein ensure compliance with the ARM Plan.

4.3 The Board finds that the Project, as approved herein, is consistent with the Franz Valley Area Plan. The Project Site is located within the boundaries of the Franz Valley Area Plan and is designated Resource Conservation in the Plan. The Franz Valley Area Plan considers land in the Resource Conservation Planning Unit suitable for mineral deposits (including aggregate). The Franz Valley Area Plan recognizes the existence of the Mark West Quarry (calling it the Mark West Shale Pit). The Franz Valley Area Plan also recognizes that both the Franciscan and the Sonoma Volcanic formations provide some rock types suitable for use in construction and future demand may result in additional limited mining activities in the area. The Final EIR finds, and the Board concurs, that the Project is consistent with policies in the Franz Valley Area Plan on Transportation, Timber Resource Management, Stability of the Ecological System, and Scenic Qualities. The conditions of approval imposed herein ensure compliance with the Franz Valley Area Plan.

4.4 The Board finds that the Project, as approved herein, is consistent with the Zoning Code and SMARO. The Project Site is zoned RRD (Resources and Rural Development) in the Zoning Code. The Existing Quarry Parcel is also zoned MR. The RRD zoning district permits surface mining operations if the operations are conducted in accordance with the requirements of the ARM Plan and SMARO and the site is zoned to include the MR combining district. The ARM Plan requires specific standards to be met by the proposed mining and reclamation plan, and that the MR combining district be added to the property to identify lands with potential mineral resources and to minimize potential conflicts/impacts. The Applicant has proposed to meet all ARM Plan standards as part of the Project and the Project includes adding MR zoning to the Expansion Area. SMARO requires that mining operations have a 20-year surface mining use permit (or vested right), reclamation plan, and financial assurances approved prior to commencing mining operations, to mitigate potential impacts. The conditions of approval imposed herein require compliance with the ARM Plan and the operational and reclamation standards of SMARO.

4.5 If carried out in accordance with this resolution, the conditions of approval imposed herein, and state reporting requirements, the Project is and will be in compliance with the Surface Mining and Reclamation Act, Public Resources Code section 2710 et seq. ("SMARA").

4.6 The Board makes the following findings in connection with the Revised Reclamation Plan:

(a) The Revised Reclamation Plan, as modified by the conditions of approval imposed herein, complies with SMARA Sections 2772 (requirements to submit and contents for mining and reclamation plan) and 2773 (financial assurances), and any other applicable provisions of SMARA.

(b) The Revised Reclamation Plan, as modified by the conditions of approval imposed herein, complies with applicable requirements of state regulations (California Code of Regulations, title 14, sections 3500-3505 and 3700-3713 9 (state regulations, policies, and standards for mining and reclamation plans)). County requirements for reclamation plans are generally more stringent and address the same considerations as state regulations. The Project, by complying with SMARO, also complies with state regulations.

(c) The Revised Reclamation Plan will restore mined lands consistent with the General Plan, the ARM Plan, the Franz Valley Area Plan, and any other applicable specific plans or resource plans. The Revised Reclamation Plan reclaims the site to agriculture and open space.

(d) The Revised Reclamation Plan has been reviewed pursuant to CEQA and the State CEQA Guidelines and all significant adverse impacts from the mining operation and the reclamation activities are mitigated to the maximum extent feasible. The Project has several unavoidable impacts as set forth in Exhibit "A," and contributes to unavoidable cumulative impacts. Unavoidable project-specific impacts of the Project are generally short term.

(e) The Revised Reclamation Plan was submitted to the Department of Conservation for comment. The Department of Conservation provided technical comments, but raised no objections to the approval of the Revised Reclamation Plan.

4.7 The Board finds that the Applicant offered as part of the Project to implement all the conditions of approval imposed herein for mining and processing within its vested parcel (i.e., the Existing Quarry Parcel) as long as the Surface Mining Use Permit remains in effect and to record a deed restriction, in the form of a covenant, condition, and restriction. The Applicant made this offer on the condition that implementing the Surface Mining Use Permit in this way does not supersede, alter, or waive any of the Applicant's existing vested rights except during the term of the Surface Mining Use Permit as described herein. In other words, the Applicant's vested rights will continue after the expiration of the Surface Mining Use Permit as if the Surface Mining Use Permit had never applied. However, the Existing Quarry Parcel shall continue to be subject to the Revised Reclamation Plan and its related conditions after the Surface Mining Use Permit has expired. The Board considers the Applicant's offer an essential part of the Project and has relied on the offer in deciding to approve the Project, without superseding any vested rights that might currently exist.

4.8 The Board finds that the establishment, maintenance, and operation of the uses and facilities included in the Project, and the issuance of the Surface Mining Use Permit, will not under the circumstances of this particular case, be detrimental to the health, safety, peace, comfort, or general welfare of persons residing or working in the neighborhood or to the general welfare of the area, nor will it be detrimental or injurious to property and improvements in the neighborhood or the general welfare of the area. The circumstances of this particular case are:

(a) The types of uses included in the Project were anticipated by the ARM Plan and the General Plan, and policy and land use designations allow mining on the Project Site.

(b) The Surface Mining Use Permit, as conditioned herein, will provide for comprehensive control of the uses of the Project Site and incorporate all of the mitigation measures identified in the Final EIR in order to ensure that environmental quality is maintained. These conditions include hours of operation, production limits, limits on blasting and noise

generation, groundwater and surface water monitoring and treatment, a comprehensive dust control program, traffic mitigation measures, mitigation of air quality and biological impacts, and landscape screening.

Section 5.

Evidence In The Record.

5.1 The findings and determinations set forth in this resolution are based upon the record of these proceedings. References to specific statutes, ordinances, regulations, reports, or documents in a finding or determination are not intended to identify those sources as the exclusive basis for the finding or determination.

Now, Therefore, based on the foregoing findings and determinations and the information contained in the record of these proceedings, the Board hereby 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 Final EIR is certified for the Project, as approved herein, and PRMD is directed to file a notice of determination in accordance with CEQA and the State CEQA Guidelines.
3. The statement of overriding considerations is adopted as made in Section 3.24.
4. The Project is approved as follows:
 - (a) The MR Zone Change is approved by Ordinance No. _____.
 - (b) The Surface Mining Use Permit is approved, subject to the conditions of approval set forth in Exhibit "B."
 - (c) The Revised Reclamation Plan is approved, for the entire mining site including the Existing Quarry Parcel and the Expansion Area, subject to the conditions of approval set forth in Exhibit "B."
5. The Mitigation Monitoring Program set forth in Exhibit "B" is adopted. PRMD is directed to undertake monitoring in accordance with the Mitigation Monitoring Program to

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ensure that required mitigation measures and project revisions are complied with during project implementation.

6. The form of the deed restriction required by Section 4.7 shall be as set forth in Exhibit "C," attached hereto and incorporated herein by this reference.

7. The Clerk of the Board is designated as the custodian of the documents and other materials that constitute the record of the proceedings upon which the Board's decisions herein are based. These documents may be found at the office of the Clerk of the Board of Supervisors, 575 Administration Drive, Room 100A, Santa Rosa, CA 95403.

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

TABLE 2-1- IMPACT AND MITIGATION SUMMARY

| IMPACTS | | SIGNIFICANCE BEFORE MITIGATION | MITIGATION | SIGNIFICANCE AFTER MITIGATION |
|------------|--|--------------------------------|---|-------------------------------|
| 4.1 | Geology and Soils | | | |
| 4.1-A | In the event of a major earthquake in the region, seismic ground shaking could result in injury to mine personnel, increase the potential for slope instability, and cause damage to equipment and structures. | PS | 4.1-A.1 Following discernible seismic shaking at the quarry project, a visual inspection shall be made by experienced, onsite mining personnel of all quarry slopes and slopes above Porter Creek Road. The intent shall be to identify any failure or incipient failures that require correction for safety or ongoing mining. In the event of failures causing substantial damage, or an identified incipient failure that could cause such damage, a Certified Engineering Geologist and/or licensed Geotechnical Engineer shall be immediately retained to characterize the failure(s) and recommend repair procedures. All slope repairs within the active mining area posing a risk to workers shall be completed prior to resuming routine mining activities in the affected area. All slopes above Porter Creek Road posing a risk to road traffic shall be immediately protected or stabilized prior to reopening the road to traffic. | LTS |
| 4.1-B | Mining practices could cause slope failure, landsliding, or rockfalls that could injure on-site workers and travelers on Porter Creek Road. | PS | <p>4.1-B.1 Mining slopes will be graded to meet the following guidelines:</p> <ol style="list-style-type: none"> 1. In order to reduce the damage created by rock failures, benching is required on active mining slopes over 60 vertical feet in height. 2. The width of the benches shall be no less than half the height of the slope face that is directly above it. 3. Inter-bench mining cuts shall have an average steepness of no more than 0.25 to 0.5:1 (horizontal to vertical) and generally be kept to 60 feet in height or less, and 90-foot cuts shall only be excavated if the rock appears highly stable and shows no signs of failure, such as incipient wedge failures, substantial raveling or sloughing. 4. Overburden at the top of working slopes consisting of soil and severely weathered rock shall be sloped no steeper than 2:1. 5. Minimum 10-foot wide benches shall be constructed every 30 vertical feet or at the middle of the soil/overburden slopes, whichever is less. <p>4.1-B.2 For the first five years of production, the applicant shall be responsible for annual monitoring and assessment of the mining production slope stability. After 5 years, the monitoring will be done every 3 years; after 10 years the monitoring interval will be extended to every 5 years. This work will be done by a qualified engineering geologist. The geologist shall prepare a written report describing the results of the monitoring and any related subsurface investigations, and will specifically note any observed changes in the properties of newly exposed rock that might indicate that large, or otherwise damaging slope failures could occur. In the event that such changes in rock properties are</p> | LTS |

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| | | | <p>observed, the geologist will make recommendations for revisions to the Final Grading Plan that may be required to improve slope stability and protect adjacent properties. The geologist's report will be submitted to the Sonoma County Permit and Resource Management Department by June 30th of each year. If the geologist recommends changes to the Final Grading Plan in any area of the quarry, the quarry operator will revise that plan and submit it to the County. Once the County has approved the changes, the Reclamation Plan will be also be revised accordingly. This must be done prior to making further excavations in the area requiring grading.</p> <p>4.1-B.3 Before production slopes are developed in the quarry expansion area, the large landslide above the quarry driveway (the "Potential Rockfall" on Figure 4.1-2) shall be removed or stabilized. An engineering geologist shall confirm that subsequent mining would not cause additional sliding or rockfall off the site that cannot be contained by the proposed rockfall barrier system.</p> <p>4.1-B.4 Prior to the initiation of mining on the slopes above Porter Creek Road, the applicant shall develop a blasting program to reduce blasting vibrations on these slopes. This will be done to minimize the potential for blasting-triggered instability above the road. This shall include retaining a blasting engineer to assist in selecting, calibrating, and installing a vibration monitoring system. The purpose of the system would be to determine if recommended vibration limits are being exceeded on the slopes and, if necessary, to reduce them to acceptable levels through modification of blasting practices.</p> <p>4.1-B.5 The applicant shall prepare a final design for the rockfall barrier system. The final design and supporting geotechnical data shall be submitted to the County for review. The applicant shall pay for any technical review required by the County. The final design shall include the following:</p> <ol style="list-style-type: none"> 1. The barrier system will be designed to capture rocks that could be dislodged from Landslide A on Figure 4.1-2 as well as from all other sources above Porter Creek Road on the project site. 2. The barrier shall capture rocks of a size that currently exist on the slopes as well as rocks that could be expected (as predicted by an engineering geologist) to be exposed or dislodged given future blasting, seismic ground shaking, and mining activities. 3. The height of the barriers shall be sufficient to accommodate the predicted bounce height of dislodged rocks. 4. Details specifying when and how to shift the upper temporary | |
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| | | | <p>removable fence downslope, remove debris, and maintain the fence, shall be included.</p> <p>5. No road or trail shall be constructed on the slopes above Porter Creek Road to install the rockfall barriers.</p> <p>4.1-B.6 During the duration of mining the slope above Porter Creek Road, visual inspections shall be made at least once a month by mining personnel to confirm the slopes and slope protection facilities are performing satisfactorily. Any necessary slope maintenance or repairs shall be promptly completed.</p> <p>4.1-B.7 The temporary fence will be removed once mining of the section of slope being protected ends.</p> <p>4.1-B.8 The final highwall slopes shall be developed to include the following measures:</p> <ol style="list-style-type: none"> 1. Final reclaimed cuts in rock slopes shall average no steeper than 1.5:1 from the toe of the overall highwall cut to the top. 2. Fifteen-foot wide drainage/catchment benches shall be constructed every 30 vertical feet and intervening cut slopes shall have a maximum inclination of 1:1. 3. Benches shall be cut to dip into the slope at an angle of no less than 2%. 4. If a zone of weathered rock (overburden) or soil remains at the top of the highwall cut, it shall be sloped no steeper than 2:1. 5. At least 10-foot wide benches shall be constructed every 30 vertical feet or at the middle of the weathered rock zone, whichever is less. 6. A permanent earthen berm (compacted to a minimum of 85% relative compaction) or rock containment fence shall be installed along the outside perimeter of the wide bench that will be constructed beyond the base of the completed highwall. 7. The top of the throughcut backslope facing the base of the completed highwall shall be rounded off to prevent a sharp edge that will be susceptible to accelerated erosion or rock fall. 8. Prior to construction of the final highwall, a Certified Engineering Geologist or licensed Geotechnical Engineer and a blasting engineer shall review the geologic conditions exposed at that time and develop a blasting program appropriate for the construction of the finished highwall slopes. 9. Once final highwall construction starts, the project applicant shall annually survey the highwall benches and maintain them free of loose rock and debris and maintain interbench | |
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| | | | <p>drainage ditches and culverts in good operating order. This shall be done prior to the onset of the rainy season and following intense rainfall events (3 inches or more in 24-hour period). The engineering geologist conducting monitoring of slopes will determine if the frequency of inspections and maintenance by mine personnel is adequate, will identify incipient failures that require repair, and develop recommendations for their repair. Recommended repairs shall be made, documented, and submitted to County PRMD.</p> <p>10. Any portions of the final highwall or the proposed location of Detention Basin A that are found to include unstable/compressible landslide material shall be corrected by either removing the debris and/or stabilizing the wall and ground beneath the basin. Stabilization can include one of several geotechnically acceptable methods, and depending on conditions encountered, could include placement of rip rap, gabion structures, reinforced fills, or retaining walls. Additionally, surface runoff from the highwall or nearby areas shall be directed away from the surface of the slide. The monitoring engineering geologist and geotechnical engineer will determine whether additional measures are needed to ensure that the landslide is not reactivated. Alternatively the highwall corner and basin site can be shifted to the east to eliminate intrusion by the landslide.</p> <p>11. The final highwall shall be inspected on an annual basis for a period of 5 years after final reclamation by an engineering geologist. If more than two damaging failures occur within the five year inspection period, inspections shall be extended in increments of two years until the slopes are free of all but minor failures that constitute routine maintenance. Maintenance and repairs shall be done prior to the following rainy season. Documentation of monitoring and any maintenance/repair shall be submitted to County PRMD.</p> <p>4.1-B.9 All rock slopes to be capped with fill shall be developed to include the following measures:</p> <ol style="list-style-type: none"> 1. Fill will be placed on completed rock benches as described in Mitigation Measure 4.1-B.8 (subsections 1-4). 2. The slope ratio of the overall final fill slope shall be no steeper 2.4:1 (H:V). 3. Permanent interbench fill slopes shall be no steeper than 2:1 (H:V), as shown on Figure 8 of Miller Pacific 2003 report (part of the project application). 4. Minimum 10-foot wide benches shall be constructed no more than 30 vertical feet apart. 5. Keyways and subdrains for the fill shall be placed as shown on Figure 8, referenced above. | |
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| | | | 6. Once it has been determined what the maximum thickness will be of the fill to be placed on constructed rock slopes of the highwall, the project applicant shall retain a geotechnical engineer to provide additional design-level mitigations to insure fill performance. One of the most important of these will be the degree of compaction required for long term stability of the high (300 feet) filled slopes. Other design guidelines to be developed by the geotechnical engineer include guidelines for the placement of fill keyways and installation of subdrains and their outlets. | |
| 4.1-C | If the deep backfill to be placed at the base of the completed highwall is not properly engineered, settlement/differential settlement of the fill beneath the large siltation ponds and any piping connecting them could occur. This could damage the ponds and piping and compromise their intended performance. | PS | 4.1-C.1 The applicant shall have a Final Grading Plan for the final reclamation phase prepared by geotechnical and civil engineers. That plan shall include the following requirements regarding fill operations. The final plan shall be submitted to County PRMD for review and comment prior to implementation. <ol style="list-style-type: none"> 1. Fill with a plasticity index (PI) of less than 30 (non-expansive) may be placed at slopes no steeper than 3:1. 2. Fill with a PI of greater than 30 (moderately to highly expansive) may be placed at slopes no steeper than 4:1. 3. All quarry floor fills shall be moisture conditioned to near optimum and track-walked in lifts to provide initial compaction that will decrease the erosion potential. 4. Any fills that are steeper than described in requirements 1 and 2, above, shall be constructed based on the recommendations for final reclaimed fill slopes presented above. 5. Where catchment dams, ponds, subdrains, or other structures used for drainage or water retention are either buried in or rest on top of reclaimed fill on the quarry floor, the compaction of the fill under and around these structures shall be designed to minimize the settlement of the fill to limit damage or decreased performance over the long term. 6. Gravity flow storm drains, open channels, or other improvements with minimal slopes toward outfalls shall be designed to accommodate settlement of loosely compacted fill. | LTS |
| 4.1-D | Removal of overburden from the Overburden Stockpile Area could result in slope failure and exposure of the subdrain system. | PS | 4.1-D.1 Overburden that was placed in the Overburden Storage Area prior to the initiation of project operations shall not be removed until a geotechnical engineer and a hydrologic engineer prepare a removal plan that identifies what and how materials should be removed to maintain slope stability and control erosion. This plan shall be submitted to the County for review and approval. At final reclamation, any remaining fill will be assessed by a geotechnical engineer to determine what, if any, additional treatment is required to maintain slope stability and erosion control per the requirements of the Reclamation Plan. | LTS |
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| 4.2 | Hydrology and Water Quality | | | |
| 4.2-A | <p>Quarry expansion, removal of overburden material, and subsequent exposure of bedrock would increase the amount of storm water runoff leaving the site and increase peak flows in Porter Creek. The additional flows caused by the project could lead to downstream flooding, bank erosion, and channel instability in Porter Creek.</p> | PS | <p>4.2-A.1 The applicant shall prepare, for the review and approval by the Sonoma County Permit and Resource Management Department, a final Stormwater/Water Quality Protection Program (including appropriate hydrologic and hydraulic calculations). The plan and calculations shall include sizing for all sediment retention/storm water detention facilities (see Mitigation Measure 4.2-B.4) and shall verify the available capacity of existing conveyance facilities (culverts) exiting the project site. The storm water plan and calculations shall ensure that peak storm water flows are managed to the extent that flows entering the existing culverts crossing under Porter Creek Road do not exceed pre-project peak flow estimates for the 10-, 25-, 50, and 100-year flows. Alternative detention strategies could include additional detention basins, expanded use of the quarry floor for detention, or expanded use of infiltration areas for percolation and storage. The drainage plan and accompanying design calculations shall be prepared by a Registered Civil Engineer and in conformance with the Sonoma County Water Agency's Flood Control Design Criteria. The plan shall be approved and detention facilities constructed prior to the onset of mining the expansion area.</p> <p>4.2-A.2 All on-site drainage facilities shall be constructed according to Sonoma County Water Agency's Flood Control Design Criteria and the County of Sonoma Permit and Resource Management Department standards and requirements, and shall be operated in accordance with the prepared drainage plan.</p> <p>4.2-A.3 All detention basins and other drainage features shall be maintained (e.g., accumulated sediment shall be removed) pursuant to the standards stated in the approved sediment/erosion control and drainage plan. The sediments shall be stockpiled for use as topsoil in the reclamation process. All detention basins and drainage features shall be cleaned out by October 15 each year. If upon inspection by the County or RWQCB, the basins and drainage system have not been adequately maintained by October 15, the owner of the quarry would be notified that the maintenance must be completed within 30 days or all crushing, screen, grading, and sales of material on site shall immediately cease until the basins and drainage system have been sufficiently maintained.</p> <p>4.2-A.4 All detention basins and other drainage features shall be monitored and maintained for 5 years after completion of site reclamation. At the end of this 5-year period, the applicant shall engage a qualified civil engineer to determine whether the site drainage system can operate without further maintenance. If further maintenance is warranted, it will be done. A new review</p> | LTS |

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| | | | will be done each year until the engineer determines that the system is self-sustaining for a period of an additional 5 years. | |
| 4.2-B | During quarry expansion and active mining, disturbed and unprotected soil and overburden could erode from contact with wind and water causing an increased amount of sediment and other pollutants to be carried downstream through the proposed drainage system. This could degrade water quality in Porter Creek, Mark West Creek, and the Russian River. | PS | <p>4.2-B.1 The applicant shall develop and implement a final Stormwater/Water Quality Protection Program (the Program) to control sediment and pollutant runoff from the quarry expansion for both interim mining operations and after final reclamation. All erosion control measures listed in the proposed Reclamation Plan shall become conditions of approval for the project. In addition, the following measures are required:</p> <ol style="list-style-type: none"> 1. All structural elements and drainage features shall be designed and approved by a professional civil engineer experienced in storm water management and sediment control. The design shall meet the standards of the Sonoma County SMARO. All hydrologic and engineering calculations, including sediment retention pond trap efficiency, shall be submitted to the County for review and approval prior to commencement of quarry expansion activities. 2. The existing 2001 Storm Water Pollution Prevention Plan (SWPPP) shall be updated to include the proposed quarry expansion. The SWPPP shall be regularly updated to reflect current conditions at the quarry. The following recommendations supplement the proposed actions: 3. The applicant shall update the Spill Prevention Control and Countermeasures Plan (SPCCP), which identifies and evaluates sources of pollutants associated with industrial activities at the quarry including the use, storage, and quantity of potential contaminants. The SPCCP shall also include emergency response and notification procedures. 4. As specified by SMARA, sediment retention ponds will be reconstructed or, if needed, new ones constructed so that particles of medium silt (0.32 mm) will be settled out for no less than the 20-year, 1-hour rainfall event before runoff leaves the site. Flocculents and/or filters can be used to enhance the settling process in order to meet this standard. Sediment retention design shall include emergency spillways sized to accommodate larger less frequent storm events (25-, 50-, and 100-year) and concomitant overtopping. Prior to each construction season (May 1), the applicant shall quantify the total proposed drainage area contributing to each sediment retention pond at the beginning of the next winter season (October 15) and verify the ponds provide adequate residence time and design capacity to meet both water quality and flow detention goals. All design and annual pond sizing verification shall be completed by a professional civil engineer | LTS |

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| | | | <p>experienced in sediment detention basin design and the regulations of SMARA. All hydrologic and engineering calculations, including sediment trap efficiency, shall be submitted to the County for review and approval prior to any additional quarry expansion.</p> <ol style="list-style-type: none"> 5. If any semi-annual monitoring indicates that the mining of that year exceeded the water quality performance criteria, the applicant shall confer with the Regional Board and propose changes to the sediment control program that will improve its performance sufficiently to meet the performance criteria of the Reclamation Plan and the general permit. The proposed changes shall be submitted to the Regional Board for comment, revised as needed to address their comments, and then implemented by the applicant. If the performance criteria are not met for two consecutive years, the County will confer with the applicant and the Regional Board to determine what additional changes in the sediment control plan are needed to result in compliance, and these changes shall be made until compliance is reached. 6. Chemical dust suppressants and sediment detention basin enhancement chemicals or polymers shall be used strictly according to the manufacturer's specifications as well as any additional restrictions required by the RWQCB. An accurate accounting of all these materials purchased and used on the site shall be maintained, including kinds and quantities of material. 7. The Basin Plan allows storm water from a project site to increase turbidity in a receiving stream by no more than 20%. However in the case of this project, because of the sensitivity of Porter Creek, the storm water from the project would not be allowed to increase turbidity any more than the runoff from the existing quarry does for an overall no net increase as a result of quarry expansion. The RWQCB shall review the water quality monitoring data and determine the turbidity baseline to be used in the final Stormwater/Water Quality Protection Program. 8. The applicant shall monitor all storms that generate discharge from the active mining portion and overburden stockpiling area of the project site to Porter Creek. However, as a practical measure, it shall not be required that monitoring events occur more frequently than once every two weeks or pursuant to the criteria developed by the RWQCB. The discharge end of each outfall shall be made easily accessible for inspection and water sampling during storm events by the | |
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| | | | applicant. | |
| 4.2-C | Quarry expansion may result in reduced summer baseflow to salmonid streams (Franz Creek and Porter Creek Tributary). | LTS | No mitigation is required. | LTS |
| 4.2-D | The proposed mine expansion would require additional groundwater pumping. The increased pumping of onsite wells could reduce recharge to the underlying bedrock aquifers and lead to long-term reduction in groundwater availability. | LTS | No mitigation is required. | LTS |
| 4.2-E | The proposed project would increase pumping rates in the four onsite supply wells. The increased use of onsite wells could periodically lower groundwater levels in adjacent domestic wells and potentially lower productive capacity. | LTS | No mitigation is required. | LTS |
| 4.2-F | The proposed mining expansion would reduce the contributing area and potential groundwater recharge to the domestic supply well located below Sub-basin A. | PS | 4.2-F.1 With the permission of the property owner, the applicant shall monitor the domestic water supply well located on Assessor's Parcel 120-021-032 for significant changes due to quarry expansion and regrading of recharge areas. Monitoring shall include quarterly observations of groundwater levels in the well and shall commence before quarry expansion. Well monitoring shall continue through the length of the project. If it is determined that well levels have deviated statistically from the baseline condition at any time during the expansion and reclamation of the quarry (accounting for rainfall totals), or within five-years following the completion of the expansion and reclamation, and the owner of the property requests, the applicant shall be financially responsible for providing a reliable supply of water to the impacted property, which may include deepening of the existing well and/or drilling a new well. | LTS |
| 4.3 | Biological Resources | | | |
| 4.3-A | Future mining of the project site would displace a population of Jepson's linanthus. | PS | 4.3-A-1 Prior to ground-disturbing activities in any part of the expansion area, and for several years in succession, conduct annual focused surveys until ground clearing removes all potential habitat to identify all localities of Jepson's linanthus within the project area. Each year that plants are found, collect voucher specimens, mark the locations in the field, and collect seed when mature. Donate voucher specimens to university herbaria and donate cleaned seed to research institutions with facilities for long-term storage. Details are provided below: a. A qualified botanist familiar with Jepson's linanthus and its habitat in Sonoma County shall conduct the focused surveys.. b. Each annual survey shall cover 100% of the California annual grassland found within the project area. c. For each locality of Jepson's linanthus that is found, the surveyor shall record the location with a Global Positioning System (GPS) unit; record habitat information (soil type, slope position, elevation, vegetation type, associated species, etc.), and phenology (vegetative, early flowering, etc.); collect herbarium-quality voucher specimens of Jepson's linanthus | LTS |

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| | | | <p>and its associated species; mark the location in the field using a durable and visible marking system; and photograph Jepson's linanthus and its habitat.</p> <p>d. Voucher specimens shall be collected, dried, stored and distributed according to the requirements of the receiving institution.</p> <p>e. The surveyor shall make a return visit to each Jepson's linanthus locality during the time period when seeds are mature, and shall collect as much mature, dry seed as possible. Several visits each year may be needed. Seed shall be stored in paper envelopes labeled with the date, location and species name.</p> <p>f. Cleaned seed shall be donated to a university or other research institution located in California that has modern cold-storage or other state-of-the-art facilities for keeping plant seed in good condition over the long term. Any required storage fees shall be paid by the project applicant.</p> <p>g. Location and habitat information for all localities of Jepson's linanthus found during pre-ground-clearing surveys shall be provided to CNDDDB during the calendar year that the locality is found.</p> <p>h. Results of each annual survey shall be provided in memo format, and shall include a figure showing the location of all Jepson's linanthus localities found to date within the project site.</p> | |
| 4.3-B | Project construction and grading activities within the proposed aggregate mining area could disturb active nests of special-status birds, as well as roosts of special-status bats. | PS | <p>4.3-B.1 Avoid disturbing active nests of raptors and other special-status birds through preconstruction surveys and creation of no-disturbance buffers during ground-clearing and grading activities associated with initiation of each mining phase. If site preparation activities are scheduled to occur during the general breeding season (February 1 through August 31), the following measures shall be implemented to avoid potential adverse effects to nesting raptors, other special-status birds, and bats:</p> <ol style="list-style-type: none"> 1. A qualified wildlife biologist shall conduct preconstruction surveys of all potential nesting habitat for raptors and other special-status birds within 300 <u>800</u> feet of construction activities where access is available. 2. If active nests of raptors or other special-status birds are found during preconstruction surveys, a no-disturbance buffer acceptable in size to CDFW shall be created around active raptor nests and nests of other special-status birds during the breeding season or until it is determined that all young have fledged. Buffers include 300 <u>800</u> feet for raptors and 75 feet for other nesting special-status birds. The size of these buffer zones and types of construction activities restricted in these areas may be further modified through coordination with | LTS |

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| | | | <p>CDFW and will be based on existing noise and human disturbance levels at each project site. Nests initiated during construction are presumed to be unaffected and no buffer is necessary. However, the “take” of any individual is prohibited.</p> <p>4.3-B.2 If evidence of special-status bats in trees on the property is observed by the wildlife biologist, the following measure is required. Removal of trees or other suitable habitat showing evidence of special-status bat activity will occur during the period least likely to impact the bats as determined by a qualified bat biologist (generally between February 15 and October 15 if winter hibernacula are observed or between August 15 and April 15 if maternity roosts are present). If known bat roosting habitat is destroyed during tree or other suitable habitat removal activities, artificial bat roosts shall be constructed in an undisturbed area of the property, at least 200 feet from any project activities. The design and location of the artificial bat roost(s) shall be determined by a qualified bat biologist.</p> | |
| 4.3-C | Project construction and grading activities within the proposed aggregate mining area could injure or kill special-status species of frogs and turtles. | PS | <p>4.3-C.1 Prior to vegetation removal or grading on the expansion site, a survey of the site for California red-legged frog shall be conducted per the protocol established by the USFWS. If red-legged frogs are found, a work plan shall be developed addressing how to avoid impacts to this species. This plan shall be submitted to the USFWS and CDFW for review and comment.</p> <p>Until such time that protocol surveys can be completed in their entirety, it is assumed the California red-legged frog inhabits the Wetland A area. Therefore, to protect the potential habitat until such time as the protocol study has been done and, if frogs are present, a work plan has been submitted, a protective buffer and continuing seasonal restrictions will be implemented. A buffer area as shown on Figure 4.3-5 will be maintained and no vegetation or grading will occur there.</p> <p>Seasonal restrictions will be imposed during the winter period (November 15 – April 1). During this time period mining and excavation operations will not be conducted during extended rain events that produce overland flow. California red-legged frog dispersal typically occurs during these rainy periods and therefore, these seasonal restrictions of operations will provide another source of protection to any potentially occurring California red-legged frogs.</p> <p>4.3-C.2 The project shall not injure or destroy habitat used by foothill yellow-legged frogs (on Porter Creek near the confluences with Tributaries D and E), and/or northwestern pond turtle (at Wetland A on the project property and on the Less pond west of the project site). To accomplish this, a qualified biologist, capable of</p> | LTS |

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| | | | <p>monitoring projects with potential habitat for these three species, shall conduct a pre-construction survey for these species no more than 14 days prior to grading or construction in suitable aquatic habitats within the project site, including stream crossings, drainage ditches, settling ponds, and culverts. The confluence of project site tributaries with Porter Creek shall also be surveyed for foothill yellow-legged frog and northwestern pond turtle to determine if the species is present near tributaries draining the site. If these species are found near any proposed construction areas, impacts on individuals and their habitat shall be avoided. In addition, if any species are found during pre-construction surveys, a work plan addressing how to avoid impacts to these species shall be submitted to USFWS and CDFW for approval prior to construction. If occupied habitat can be avoided, an exclusion zone shall be established around the habitat and temporary plastic exclusion fencing shall be installed around the buffer area with "Sensitive Habitat Area" signs posted and clearly visible on the outside of the fence. If avoidance is not possible and the species is determined to be present in work areas, a qualified biologist with appropriate permits from USFWS and CDFW may capture frogs and turtles prior to construction activities and relocate them to nearby, suitable habitat out of harm's way (e.g., downstream from the work area or as designated by the agency). Exclusion fencing shall then be installed to prevent these animals from re-entering the work area. For the duration of work in these areas the biologist shall conduct monthly follow-up visits to monitor effectiveness of the mitigations.</p> | |
| 4.3-D | Project construction and grading activities could pollute downstream waterways and adversely affect special-status species of fish, amphibians, and turtles. | PS | Mitigation measures recommended for Impact 4.2-B also apply to this impact. | LTS |
| 4.3-E | Future mining of the project site would remove waters of the U. S. | PS | <p>4.3-E.1 The project applicant shall prepare a formal wetland delineation in accordance with 1987 <i>Corps of Engineers Wetlands Delineation Manual</i> and have it verified by the U.S. Army Corps of Engineers (Corps). If the Corps and/or CDFW determine that the potentially affected water-associated feature is jurisdictional, then the applicant shall obtain appropriate wetland permits and implement all conditions contained in the Section 404 Clean Water Act permit (possibly a Nationwide permit) from the Corps, Section 1603 Streambed Alteration Agreement from CDFW, and/or Section 401 water quality certification from the Regional Water Quality Control Board.</p> <p>4.3-E.2 The applicant shall compensate for the loss of jurisdictional wetlands at a 2:1 ratio (or as agreed to by the permitting agencies) within the project site boundary, or at a 3:1 ratio (or as agreed to by the permitting agencies) off-site within the local watershed, by creating, restoring or enhancing waters of the U.S., contributing in-lieu funds to an existing or new restoration project</p> | LTS |

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| | | | <p>preserved in perpetuity, or purchasing wetland creation credits at an approved wetland mitigation bank. The restoration effort shall require implementation of a five-year monitoring program with applicable performance standards (as agreed to by the permitting agencies), including but not limited to: 80 percent survival rate of restoration plantings; restoration species that are native to the local watershed; absence of invasive plant species; erosion features will be remediated; and a functioning, and self-sustainable wetland system will be maintained.</p> <p>4.3-E.3 Obtain a Streambed Alteration Agreement from CDFW pursuant to Section 1603 of the California Fish and Game Code for removing on-site ephemeral drainages. Mitigation measures designed to offset streambed-related impacts may include on-site creation of drainage habitats (unlikely) and/or enhancement of existing drainage habitats. Off-site mitigation may also be an option. Mitigations could include conducting stream and riparian enhancement projects identified by CDFW, Sotoyome Resource Conservation District, or Friends of the Mark West, as approved by CDFW. Mitigation measures will be finalized in coordination with the CDFW through the Streambed Alteration Agreement process.</p> | |
| 4.3-F | Blasting activities associated with the proposed project could result in noise disturbance to special-status wildlife species. | LTS | No mitigation is required. | LTS |
| 4.3-G | Proposed expansion activities would cause the loss of wildlife corridors through fragmentation of open space, loss of habitat such as mixed evergreen forest, and new fencing. | LTS | No mitigation is required. | LTS |
| 4.3-H | Proposed expansion activities may constitute a would result in the loss of trees and conversion of timberland. | LTS | No mitigation beyond complying with existing laws and regulations is needed. | LTS |
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| 4.4 | Traffic and Circulation | | | |
| 4.4-A | Project-generated traffic would impact study intersections. | LTS | No mitigation is required. | LTS |
| 4.4-B | Project-generated traffic will increase traffic delay at one study intersection in 2015. | LTS | No mitigation is required. | LTS |
| 4.4-C | Project-generated traffic will affect intersection operations at the Porter Creek Road / Project Access Driveway intersection both for Existing Conditions and in 2015. | LTS | No mitigation is required | LTS |
| 4.4-D | The project would add substantial truck traffic to certain primary haul roads that do not meet current County roadway design standards and/or contain limited sight distance. | <u>LTS-PS</u> | <p>4.4-D.1: The applicant shall pay its fair share to improve haul route roads to meet County road standards where such improvements are determined by the County to be feasible. The following roadway segments have minimal shoulders that currently do not meet County roadway standards and would require shoulder and/or lane widening to meet County standards on the Mark West Springs – Porter Creek Road haul corridor:</p> <ol style="list-style-type: none"> 1. An approximately one-mile segment of Mark West Springs Road between Riebli Road and Mark West Lodge; | SU |

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| | | | <p>2. A 1.6-mile Porter Creek Road segment between Mark West Lodge and Franz Valley Road; sand</p> <p>3. Approximately 2.9 of 3.2 miles of Porter Creek Road between Franz Valley Road and Petrified Forest Road.</p> | |
| 4.4-E | The project would add substantial truck traffic to the Mark West Springs/Porter Creek Road primary haul road that is designated a proposed bikeway and is regularly used by bicyclists or pedestrians, and which do not meet current County roadway design standards. | PS | Mitigation Measure 4.4-D.1 also applies to this impact. | SU |
| 4.4-F | The proposed project could contribute to the degradation of pavement on public roads. | LTS | No mitigation is required. | LTS |
| 4.4-G | Project-generated traffic will cause unacceptable intersection operations at two study intersections in 2035. | PS | 4.4-G.1 The applicant will pay its fair share to fund installation of a traffic signal at the Mark West Springs Road / Riebli Road intersection. | SU |
| 4.4-H | Project-generated traffic will impact intersection operations at the Porter Creek Road / Project Access Driveway intersection in the Long-term Base (2035) Plus Project conditions. | LTS | No mitigation is required. | LTS |
| 4.4-I | Project-generated traffic will increase the risk of collisions between haul trucks and other vehicles, pedestrians, and bicyclists, along the Mark West Springs/Porter Creek Road haul corridor under the Long-term (2035) plus Project Condition. | PS | Mitigation Measure 4.4-D.1 (Road widening to County standards) applies to this cumulative impact. | SU |
| 4.4-J | Implementation of Mitigation Measure 4.4-D.1 on Mark West Springs Road and Porter Creek Road could result in short-term and/or long-term environmental impacts on geology and soils, hydrology and water quality, hazardous materials, biological resources, transportation and circulation, air quality, noise, aesthetics and cultural resources. | PS | <p>4.4-J.1 A design level geotechnical investigation shall be required to identify site specific geologic conditions and geotechnical constraints and develop adequate engineering design criteria and remedies to reduce the potential for slope instability from cutting and filling of adjacent slopes along the roadway alignments. Methods for reducing potential slope instability effects could include, but are not limited to, slope reconstruction, earth buttress construction, or retaining structures/walls. All recommendations identified by the licensed geotechnical engineer shall be included in the final design and be incorporated into the roadway widening project.</p> <p>4.4-J.2 As part of the grading and construction specifications for the roadway widening, implement best management practices (BMPs) to reduce or eliminate soil erosion during construction. The contractor shall implement these BMPs and be responsible for the inspection and maintenance of the BMPs during construction. These measures shall be incorporated into the Storm Water Pollution Prevention Plan (SWPPP) for the proposed roadway widening.</p> <p>4.4-J.3 Prepare and submit a Storm Water Pollution Prevention Plan (SWPPP) before commencing with roadway widening construction. As part of this process, a Notice of Intent shall be filed with the State Water Resources Regional Control Board, in compliance with the statewide NPDES General Permit for Discharges of Stormwater Runoff Associated with Construction</p> | SU |

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| | | | <p>Activity (General Construction Permit). The SWPPP shall specify Best Management Practices (BMPs) to control contamination of surface flows through measures to prevent the potential discharge of pollutants from the construction area. The BMPs shall be designed to minimize erosion of disturbed soil areas. BMPs could include, without limitation, silt fences, gravel or sand bags, stormdrain inlet protection, soil stockpile protection, preservation of existing vegetation where feasible, use of straw mulch, dust control, and other measures. The SWPPP will also include protection and spill prevention measures for any temporary onsite storage of hazardous materials used during construction.</p> <p>4.4-J.4 The proposed storm drain system for the roadway widening improvements shall be designed in accordance with all applicable County and Sonoma County Water Agency (SCWA) drainage and flood control design standards. The drainage plan for the roadway widening improvements shall ensure the proposed drainage facilities are properly sized to accommodate projected storm flows and prevent any potential project flooding on-site and in downstream areas.</p> <p>4.4-J.5 To mitigate the filling or excavating of potentially jurisdictional wetlands along the roadway widening alignments, the County shall:</p> <ol style="list-style-type: none"> 1. Conduct a formal wetland delineation in accordance with 1987 Corps of Engineers Wetlands Delineation Manual and have it verified by the U.S. Army Corps of Engineers (Corps). If the Corps and/or CDFW determine that the potentially affected water-associated features are jurisdictional, then the County shall obtain appropriate wetland permits and implement all conditions contained in the Section 404 Clean Water Act permit (possibly an Nationwide permit) from the Corps, Section 1603 Streambed Alteration Agreement from CDFW, and/or Section 401 water quality certification from the Regional Water Quality Control Board. 2. Compensate for the loss of jurisdictional wetlands at a 2:1 ratio (or as agreed to by the permitting agencies) within the project site boundary, or at a 3:1 ratio (or as agreed to by the permitting agencies) off-site within the local watershed, by creating, restoring or enhancing waters of the U.S., or contributing in-lieu funds to an existing or new restoration project preserved in perpetuity. The restoration effort shall require implementation of a five-year monitoring program with applicable performance standards, including but not limited to establishing: 80 percent survival rate of restoration plantings native to local watershed; absence of invasive plant species; absence of erosion features; and a functioning, and self-sustainable wetland system. | |
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| | | | <p>4.4-J.6 Avoid all potential jurisdictional wetlands and riparian habitat located along the roadway alignments, as feasible. Prior to construction activities, the County shall take appropriate measures to protect the wetland and riparian habitat located in these areas.</p> <p>4.4-J.7 The County shall implement measures to minimize and avoid take of CRLF that would additionally benefit pond turtles and FYLF, if present. The following measures are derived from the Programmatic Biological Opinion (PBO) for impacts to California red-legged frog. Projects that impact CRLF or CTS require formal consultation with the USFWS and issuance of a Biological Opinion. The following actions will minimize impacts to these species.</p> <ol style="list-style-type: none"> 1. A USFWS-approved biologist shall conduct a training session for all construction personnel. At a minimum, the training will include a description of the CRLF and their habitat, and the general measures that are being implemented to protect the CRLF as they relate to the roadway widening improvements. 2. A USFWS-approved biologist shall be present during initial grading activities to monitor roadway construction activities within 100 feet of creek corridors and aquatic habitat that could support CRLF. Thereafter, an onsite person shall be designated to monitor onsite compliance with all minimization measures. The USFWS-approved biologist shall ensure that this individual receives training consistent with that outlined in the Biological Opinion. <p>4.4-J.8 The following traffic control measures shall be included in the project:</p> <ol style="list-style-type: none"> 1. To the extent possible, the contractor shall schedule truck trips outside of peak commute hours. 2. Lane closures on Mark West Springs and Porter Creek Roads shall occur only during the hours of 8:30 a.m. and 4:30 p.m. Outside of these hours on Monday through Friday, or on weekends, two lanes of traffic on both roads must be open. 3. If lengthy delays are anticipated, signs shall be posted to notify motorists that traffic will be subject to delay. 4. Traffic safety guidelines compatible with Section 12 of the Caltrans Standard Specifications, "Construction Area Traffic Control Devices" shall be followed during construction. Project plans and specifications shall also require that adequate signing and other precautions for public safety be provided during project construction. 5. For highly sensitive land uses, such as schools, fire and police, the County shall require the construction contractor to develop access plans in consultation with facility owner or | |
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| | | | <p>administrator. The contractor shall notify the facility owner in advance of the timing, location, and duration of construction activities and the locations of detours and lane closures.</p> <ol style="list-style-type: none"> 6. The County shall require the contractor to provide for passage of emergency vehicles through the project site at all times. 7. The County shall require the contractor to maintain access to all parcels adjacent to the construction zone during construction. <p>4.4-J.9 The following dust control measures will be included in the project:</p> <ol style="list-style-type: none"> 1. Water or dust palliative shall be sprayed on unpaved construction and staging areas during construction as directed by the County. 2. Trucks hauling soil, sand and other loose materials over public roads shall cover the loads, or keep the loads at least two feet below the level of the sides of the container, or shall wet the load sufficiently to prevent dust emissions. 3. Paved roads shall be swept as needed to remove soil that has been carried onto them from the project site. 4. Water or other dust palliative shall be applied to stockpiles of soil as needed to control dust. <p>4.4-J.10 Roadway widening construction activities for this project shall be restricted as follows:</p> <ol style="list-style-type: none"> 1. All internal combustion engines used during construction of this project shall be operated with mufflers that meet the requirements of the State Resources Code, and, where applicable, the Vehicle Code. 2. Except for actions taken to prevent an emergency, or to deal with an existing emergency, all construction activities shall be restricted to the hours of 7:00 a.m. and 7:00 p.m. on weekdays and 9:00 a.m. and 7:00 p.m. on weekends and holidays. Only work that does not require motorized vehicles or power equipment shall be allowed on holidays. If work outside the times specified above becomes necessary, the resident engineer shall notify the PRMD Environmental Review Division as soon as practical. <p>4.4-J.11 Following roadway widening and creation of any cut slopes, the County shall require the contractor to provide landscape improvements. Native shrubs and trees shall be planted to create a landscape that recalls the native landscape of the region. Plants shall be selected that require the least maintenance, and create a sustainable landscape. If retaining walls are required as part of the roadway widening, the use of natural finishes shall be considered, if feasible. A maintenance program, including weeding and summer watering shall be followed until plants have become established (minimum of three years).</p> | |
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| | | | <p>4.4-J.12 If archaeological materials are discovered during project construction, construction shall cease in the immediate vicinity of the find until a qualified archaeologist is consulted to determine the significance of the find, and has recommended appropriate measures to protect the resource. Further disturbance of the resource will not be allowed until those recommendations deemed appropriate by the County have been implemented.</p> <p>4.4-J.13 If paleontological resources or unique geologic features are discovered during project construction, construction shall cease in the immediate vicinity of the find until a qualified paleontologist or geologist is consulted to determine the significance of the find and has recommended appropriate measures to protect the resource.</p> | |
| 4.5 | Noise | | | |
| 4.5-A | Noise from on-site operations of the proposed project would affect three noise sensitive receiving locations (residences) in the vicinity of the project. | PS | 4.5-A.1 If overburden is removed in areas that have a clear path to the two residences to the west of the quarry (Residences R1 and R2 on Figure 4.5-5) for longer than a single construction period (an 8-month period), the applicant shall shield the mobile equipment from the two residences. This can be accomplished by removing overburden starting in the east and retaining a slope between the mobile equipment and the residences to the west. The detailed mining plan required by Mitigation Measure 4.1-D.1 shall delineate the methodology that will be used to maintain a topographical barrier between operating mobile equipment in the overburden area and the receptors to the west. | LTS |
| 4.5-B | Project traffic would increase noise levels at noise sensitive receptors along roadways that carry quarry traffic. | LTS | No mitigation is required. | LTS |
| 4.5-C | The combined noise from operations on the project site plus aggregate haul traffic would affect noise sensitive receptors in the vicinity of the project. | PS | Mitigation Measure 4.5-A.1 applies to this impact. | LTS |
| 4.5-D | Blasting would result in noise and vibration at sensitive receptors. | PS | 4.5-D.1 When blasting within 600 feet of a residence limit the charge weight per delay to a maximum of 60 pounds. Monitor vibration levels at the residence to confirm that the vibration level is less than 0.5 inch/sec PPV. If not, further limit the charge weight per delay until that target vibration level is achieved. | LTS |
| 4.6 | Air Quality and Climate Change | | | |
| 4.6-A | The quarry project would generate emissions of criteria pollutant emissions (NOx, CO, ROG, PM10, and PM2.5) from on-site and off-site activities during operation of the quarry which could exceed applicable significance levels. | LTS | No mitigation is required. | LTS |
| 4.6-B | The project could violate the ambient air quality standard for carbon monoxide. | LTS | No mitigation is required. | LTS |
| 4.6-C | Emissions of diesel particulate matter and crystalline silica from the project could injure the health of workers and | LTS | No mitigation is required. | LTS |

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| | residents living in the area. | | | |
| 4.6-D | Naturally Occurring Asbestos could be present at the project site, and mining activities would expose persons to levels of asbestos which would have adverse health effects. | LTS | No mitigation is required. | LTS |
| 4.6-E | The proposed project could result in greenhouse emissions, either directly or indirectly, that may have a significant impact on the environment. | PS | <p>4.6-E.1 The applicant shall offset all remaining GHG emissions above the threshold of 1,100 MT CO₂e/year. Any offset of project emissions shall be demonstrated to be real, permanent, verifiable, enforceable, and additional as determined by PRMD at its sole discretion. To the maximum extent feasible, as determined by PRMD, offsets shall be implemented locally. Offsets may include but are not limited to the following (in order of preference):</p> <ol style="list-style-type: none"> 1. Applicant funding of local projects, subject to review and approval by PRMD, that will result in real, permanent, verifiable, and enforceable, and additional reduction in GHG emissions. If the BAAQMD or Sonoma County develops a GHG mitigation fund, the applicant may instead pay into this fund to offset GHG emissions in excess of the significance threshold. 2. Purchase of carbon credits to offset emissions below the significance threshold. Only State Air Resource Board carbon offset credits, credits verified and registered with the Climate Action reserve, or available through a County-approved local GHG mitigation bank or fund may be used to offset project emissions., | LTS |
| 4.7 | Aesthetics | | | |
| 4.7-A | The proposed quarry expansion would alter the visual character of the project site and adversely affect views of the site from both public and private vantage points. | PS | <p>The previously described Mitigation Measure 4.1-B.5 also applies to this impact.</p> <p>4.7-A.1 Within the first year after project approval, Douglas fir trees or alternative evergreen species acceptable to the County shall be planted in the area where the trees are shown screening some of the solar panels in Figure 4.7-4. A certified arborist or landscape architect shall develop a final tree plan for this area. The plan shall meet at least the following requirements unless the arborist can demonstrate that substitute measures would meet the targets listed at the end of this mitigation. At least 30 trees shall be planted. The trees shall be fertilized, irrigated, protected, and maintained until they are five years old. Any trees dying within that period shall be replanted until there are 30 new live trees that have been alive for at least seven years. Compacted ground shall be broken to an area three times the diameter of the root ball prior to planting to allow root growth. Trees shall be watered weekly by the property owner in weeks with no natural precipitation (usually April 15 through October 15 of each year), and for the first three years after planting they shall be watered three times per week when temperatures exceed 100 F°. The plan will be based on the</p> | SU |

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| | | | targets of: 1) the trees being at least 20 feet high after seven years; and 2) sufficient trees shall be planted to provide the screening shown on Figure 4.7-4. The plan will be reviewed and approved by the County prior to expansion of mining. | |
| 4.7-B | The project could result in the production of new sources of light and/or glare. | LTS | No mitigation is required. | LTS |
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| 4.8 | Public Services | | | |
| 4.8-A | The project would generate increased calls for fire response and emergency medical aid. | LTS | No mitigation is required. | LTS |
| 4.8-B | The project would increase the risk of igniting wildland fires or being affected by a wildland fire. | PS | 4.8-B.1 Prior to vegetation removal or mining of the expansion area, the project applicant shall provide to the Sonoma County Fire and Emergency Services Department an affirmative covenant, that includes a vegetation management maintenance agreement approved by the County Fire Marshal, which shall run with the land in perpetuity. | LTS |
| 4.8-C | The proposed project would require police protection and traffic enforcement services of the Sonoma County Sheriff's Department. | LTS | No mitigation is required. | LTS |
| 4.8-D | The proposed project would generate solid waste as well as allow use of recycled materials at the quarry. | LTS | No mitigation is required. | LTS |
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| 4.9 | Hazards and Hazardous Materials | | | |
| 4.9-A | Hazardous materials transported or used on the project site during proposed mining and reclamation activities (i.e., petroleum products, blasting materials) could be spilled or otherwise released through improper handling or storage. | PS | 4.9-A.1 Prior to initiation of the project, the applicant shall prepare a revised Spill Prevention, Control and Counter Measure Plan (SPCCMP) in conformance with the requirements of the Code of Federal Regulations 40CFR112. A copy of the SPCCMP shall be submitted to the Sonoma County Department of Emergency Services to demonstrate completion of the mitigation. 4.9-A.2 If hazardous waste is generated or stored, then the operator shall comply with hazardous waste generator laws and AB2185 requirements and obtain a permit or approval from the C.U.P.A. or the participating agency. The applicant shall submit a copy of a current permit to the Permit and Resource Management Department Health Specialist to verify compliance. 4.9-A.3 All hazardous waste materials shall be stored, handled and managed in accordance with the approved site plan and hazardous materials plan so as to reduce the potential for any spillage. No soil or other material containing hazardous or toxic waste shall be imported to the quarry. | LTS |
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| 4.10 | Cultural and Paleontological Resources | | | |
| 4.10-A | Land alteration proposed by the project could affect existing as well as undiscovered cultural resources. | PS | 4.10-A.1 If concentrations of prehistoric or historic-period materials (other than the GANDA-571-01H resource) are encountered during | LTS |

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| | | | <p>ground-disturbing work at the project location, all work in the immediate vicinity will be halted until a qualified archaeologist can evaluate the finds and make recommendations. Historic-period features that may be present include backfilled privies, wells, and refuse pits; concrete, stone, or wood structural elements or foundations; and concentrations of metal, glass, and ceramic refuse. Prehistoric cultural remains might include obsidian and chert flaked-stone tools (e.g., projectile points, knives, choppers), midden (culturally darkened soil containing heat-affected rock, artifacts, animal bone, or shellfish remains), and/or stone milling equipment, such as mortars and pestles.</p> <p>4.10-A.2 If human remains are encountered, work in the immediate vicinity will stop and the Sonoma County Coroner will be notified immediately. At the same time, a qualified archaeologist will be contacted to evaluate the discovery. If the human remains are determined to be of Native American origin, the Coroner must notify the Native American Heritage Commission within 24 hours of this identification.</p> | |
| 4.10-B | Land alteration proposed by the project could affect undiscovered paleontological resources. | PS | 4.10-B.1 If paleontological resources are found, all work in the vicinity of the find must cease, and a paleontologist and PRMD staff must be notified to develop proper mitigation measures required for the discovery. No earthwork in the vicinity of the find shall commence until a mitigation plan is approved and completed subject to the review and approval of the paleontologist and Project Review staff. This condition shall be noted on all grading and construction plans and provided to all contractors and superintendents on the job site. | LTS |
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| 4.11 | Land Use | | | |
| 4.11-A | The proposed project would expand existing quarry operations onto an undeveloped site, The effect of this expansion on compatibility with surrounding land uses would be less than significant. | LTS | No mitigation is required | LTS |
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| 4.12 | Energy | | | |
| 4.12-A | Expanded quarry production would not result in the wasteful or inefficient use of fuel or energy. | LTS | No mitigation is required | LTS |

**Conditions of Approval
Exhibit B**

Date: December 10, 2013
Applicant: BoDean Co. Inc.
Address: 4411 Porter Creek Rd.,
Santa Rosa

File No.: PLP09-0035
APN: 120-210-048, -031, -006

Project Description: Rezone a 33-acre portion of an 99-acre parcel to add the MR (Mineral Resource) Combining District to allow for future mining, a Use Permit to expand the existing Mark West Quarry to allow mining of 500,000 cubic yards (750,000 tons) per year for a 20-year period, and approval of a revised Reclamation Plan that directs how the area mined on the site would be reclaimed.

Prior to commencing the use, evidence must be submitted to the file that all of the following non-operational conditions have been met. Conditions relating to the Use Permit for the expansion area are denoted with a "U." Conditions related to the Reclamation Plan are denoted with an "R." Operational conditions applicable to both the Use Permit and Reclamation Plan are denoted with "U/R."

- U/R 1. Within five working days after project approval, the applicant shall pay a mandatory Notice of Determination filing fee of \$50.00 (or latest fee in effect at time of payment) for County Clerk processing, and \$2,995.25 (or latest fee in effect at time of payment) because an Environmental Impact Report was prepared, for a total of \$3,045.25 made payable to Sonoma County Clerk and submitted to PRMD. If the required filing fee is not paid for a project, the project will not be operative, vested, or final and any local permits issued for the project will be invalid (Section 711.4(c)(3) of the Fish and Game Code.) NOTE: If the fee is not paid within five days after approval of the project, it will extend time frames for CEQA legal challenges.
- U/R 2. Prior to any clearing activities in the expansion area, the applicant shall submit to PRMD a Condition Compliance Review fee deposit (amount to be determined consistent with the ordinance in effect at the time). In addition, the applicant shall be responsible for payment of any additional compliance review fees that exceed the initial deposit (based upon hours of staff time worked) prior to final inspection being granted.

BUILDING:

"The conditions below have been satisfied BY _____ DATE _____

- U 3. The applicant shall apply for, obtain and finalize permits from the Permit and Resource Management Department (PRMD). The necessary applications appear to be, but may not be limited to site review and drainage review permits.
- U 4. The use shall comply with the accessibility requirements set forth in the most recent California Building Code (CBC), as determined by the PRMD Building Division.

HEALTH:

"The conditions below have been satisfied BY _____ DATE _____

PRIOR TO VESTING THE USE PERMIT :

Water:

- U 5. Prior to vesting the Use Permit, the applicant shall provide the Project Review Health Specialist with the bacteriological (E. Coli and total coliform) arsenic and nitrate analysis results of a sample of the well water that serves the office and shop, tested by a California State-certified lab. If the analysis shows contamination, the applicant will be required to treat the well per County requirements and re-test the well. If the contamination cannot be cleared from the well, destruction under permit of this Department may be required. Copies of all laboratory results must be submitted to the Project Review Health Specialist.

- U 6. Prior to vesting the Use Permit, an easement is required to be recorded for this project to provide Sonoma County personnel access to any on-site water well serving this project and any required monitoring well to collect water meter readings and groundwater level measurements. Access shall be granted Monday through Friday from 8:00 AM to 5:00 p.m. Due to safety issues, quarry staff shall accept appointments to accompany County personnel on all site visits and the standard easement shall be revised to reflect this need. All easement language is subject to review and approval by PRMD-Project Review and County Counsel prior to recordation.
- U 7. Prior to vesting the Use Permit, a water well serving this project shall be fitted with a groundwater level measuring tube and port, or electronic groundwater level measuring device. A water meter (or meters) to measure all groundwater extracted for the permitted use shall be installed on the water system. A site plan showing the location of the well with the groundwater level measuring device and the location of the water meter(s) shall be submitted to the Project Review Health Specialist at PRMD.

Septic:

- U 8. Prior to vesting the Use Permit, the applicant shall obtain a permit for a replacement or up-graded sewage disposal system meeting the Re-utilization Policy (Policy 9-2-15 on PRMDs web site) for the residence, office and shop areas on Assessor Parcel Number 120-210-048 (address 4611 Porter Creek on the 1966 septic system permit). The system may require design by a Registered Civil Engineer or Registered Environmental Health Specialist and both soils analysis, percolation and wet weather testing may be required. Wet weather groundwater testing may also be required. The sewage system shall meet peak flow discharge of the wastewater from all sources granted in the Use Permit (except for the portable toilets described herein) and any additional sources from the parcel plumbed to the disposal system, and shall include the required reserve area. If a permit for a standard, innovative or Experimental Sewage Disposal System sized to meet all peak flows cannot be issued, then the applicant shall revise the project (fees apply and a hearing may be required) to amend the Use Permit to a reduced size, not to exceed the on-site disposal capabilities of the project site and attendant easements. Quarry areas not served by the residence, office and shop septic system(s) shall use portable toilets consistent with the portions of PRMD Policy 9-2-31 as listed below. The Project Review Health Specialist shall receive a final clearance from the Well and Septic Division that all required septic system testing and design elements have been met.

- (a) The use of portable toilets shall meet the following minimum requirements:

- 1. An adequate number of portable toilets shall be provided.
- 2. Portable hand washing facilities shall be provided with all portable toilets.
- 3. Portable toilets shall be serviced as needed, but in no case less than once every seven days.
- 4. The applicant shall provide an accessible portable restroom on the job site where required by Federal, State or local law, including but not limited to, requirements imposed under OSHA, the Americans with Disabilities Act or Fair Employment and Housing Act.
- 5. If complaints are received that PRMD believes are valid complaints, the applicant or current operator of the Use Permit shall increase the number of portable toilets and/or increase the frequency of maintenance of the portable toilets. The property owner and his agent(s) are expected to maintain portable toilets and hand washing units so that:
 - (a) The holding tank does not leak or overflow.
 - (b) Toilet paper is promptly replaced when the dispenser runs out.
 - (c) Water, paper towels and soap is promptly replaced when the hand washing units run out.
 - (d) The wait to use a portable toilet shall not be so long that people relieve themselves at other impromptu locations.
 - (e) Reliance upon portable toilets shall not create a public nuisance.

Vector Control:

- U/R 9. A mosquito and vector control plan acceptable to the Marin-Sonoma Mosquito and Vector Control District (telephone 707-285-2200) shall be submitted prior to the construction or operation of any ponds and prior to vesting the Use Permit . The Project Review Health Specialist shall receive a copy of the vector control plan and an acceptance letter from the Marin-Sonoma Mosquito and Vector Control District.

OPERATIONAL REQUIREMENTS:

Water:

- U 10. A safe, potable water supply shall be provided and maintained.
- U 11. The location of the wells, and groundwater elevations and quantities of groundwater extracted for this use shall be monitored quarterly and reported to PRMD in January of the following year pursuant to section WR-2d of the Sonoma County General Plan and County policies. Annual monitoring fees shall be paid at the rate specified in the County Fee Ordinance.
- U 12. Required water meters shall be calibrated, and copies of receipts and correction factors shall be submitted to PRMD-project review at least once every five years.
- U 13. With the permission of the property owner, the applicant shall monitor the domestic water supply well located on Assessor's Parcel 120-021-032 for significant changes due to quarry expansion and regrading of recharge areas. Monitoring shall include quarterly observations of groundwater levels in the well and shall commence before quarry expansion. Well monitoring shall continue through the length of the project. If it is determined that well levels have deviated statistically from the baseline annual cycle at any time during the expansion and reclamation of the quarry (accounting for rainfall totals), or within five-years following the completion of the expansion and reclamation, and the owner of the property requests, the applicant shall be financially responsible for providing a reliable supply of water to the impacted property, which may include deepening of the existing well and/or drilling a new well. (Mitigation4.2-F.1, EIR).

Septic:

- U 14. Maintain the annual operating permit for any package treatment plant, Alternative (mound or pressure distribution) or Experimental Sewage Disposal System installed per Sonoma County Code 24-32, and all applicable Waste Discharge Requirements set by the Regional Water Quality Control Board.
- U 15. Use of the on-site wastewater disposal system shall be in accordance with the design and approval of the system.
- U 16. All future sewage disposal system repairs shall be completed in the designated reserve areas and at a minimum shall meet the standard agreed upon under the Re-utilization Policy. Alternate reserve areas may be designated if soil evaluation and testing demonstrate that the alternative reserve area meets or exceeds all of the requirements that would have been met by the original reserve area. If wastewater ponds or a package treatment plant are needed, then a modification of the Use Permit may be required.

Hazardous Materials Program:

- U 17. Comply with applicable hazardous waste generator, underground storage tank, above ground storage tank and AB2185 (hazardous materials handling) requirements and maintain any

applicable permits for these programs from the Hazardous Materials Division of Sonoma County Department of Emergency Services.

Noise:

- U 18. Noise shall be controlled in accordance with the following as measured at the exterior property line of any affected residential or sensitive land use.

TABLE NE-2: Maximum Allowable Exterior Noise Exposures

| Hourly Noise Metric ¹ , dBA | 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 (4 minutes 48 seconds in any hour) | 60 | 55 |
| L02 (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 72 seconds in any hour. | | |

The EIR determined that the only Table NE-2 descriptor that is potentially significant for this project is the Daytime L₅₀, which has been adjusted for ambient conditions [General Plan Policy NE-1c (1) and (3)] at each receptor as follows:

| Receptor | Adjusted County Daytime Limit (7a.m. to 10 p.m.) (L ₅₀ dBA) |
|---|--|
| R1- Northwest Residence | 53 |
| R2 - West Residence | 50 |
| R4 (LT-1) - Southwest Residence | 53 |
| R5 - South Residence | 54 |
| R6 – (LT-3) - Mountain Home Ranch Resort/ Mayacamas Ranch | 45 |

If noise complaints are received from nearby residents, and they appear to be valid complaints in PRMD=s opinion, then the applicant shall conduct a noise study to determine if the current operations meet noise standards and identify any additional noise mitigation measures if necessary. A copy of the noise study shall be submitted to the Project Review Health Specialist within sixty days of notification from PRMD that a valid noise complaint has been received. The owner/operator shall implement any additional mitigation measures needed to meet noise standards.

Solid Waste:

- U/R 19. All garbage and refuse on this site shall be accumulated or stored in non-absorbent, water-tight, vector resistant, durable, easily cleanable, galvanized metal or heavy plastic containers with tight fitting lids. No refuse container shall be filled beyond the capacity to completely close the lid. All garbage and refuse on this site shall not be accumulated or stored for more than seven calendar days, and shall be properly disposed of to a County Transfer Station or County Landfill before the end of the seventh day.

TRANSPORTATION AND PUBLIC WORKS:

"The conditions below have been satisfied" BY _____ DATE

- U 20. Prior to commencement of clearing or mining activities, the Applicant shall either:
- a) Complete construction of the required improvements; the Applicant shall enter into an Improvement Maintenance Agreement and post security with the County of Sonoma, to guarantee the improvements for a period of one (1) year), or,
 - b) Enter into an Improvement Agreement and post acceptable security with the County of Sonoma, agreeing to complete the required construction by December 31, 2016. Included in this Improvement Agreement shall be a requirement that the Applicant enter into an Improvement Maintenance Agreement and post security with the County of Sonoma, to guarantee the improvements for a period of one (1) year after acceptance of the improvements as being complete, by the County of Sonoma.
- U 21. The Developer shall employ a Registered Civil Engineer, licensed in the State of California, to develop plans for the required improvements. The scale of these improvement plans shall be a minimum 1 inch equals 40 feet, and shall be submitted on 24-inch by 36-inch sheets for review.
- U 22. The Developer shall obtain an Encroachment Permit from the Permit and Resource Management Department prior to constructing any improvements within County Road right-of-way.
- U 23. The Applicant shall construct or install improvements along Mark West Springs Road and Porter Creek Road described as follows: (see attachment 1 for map of Mile Posts)
- a. MP 14.60 - 15.00: widen two westbound pullouts to 6-foot wide paved shoulders (0.1 mile approx.). Match the pavement section of the existing shoulder.
 - b. Sign and stripe the existing paved shoulders, per California MUTCD requirements, to create Class II bike lanes on both shoulders at the MP locations described below:
 - 1) MP 10.45 – 12.20
 - 2) MP 15.44 – 15.54 (Mark West Lodge)
 - 3) MP 17.17 to 18.71: 4 feet wide this segment only.
 - c. Install bicycle-activated flashing beacons and signs, as indicated, at the locations described below. Exact location of each installation and power source is subject to approval of the DTPW.
 - 1) MP 14.05 (eastbound); including W11-2 with W16-1P and W16-2P "Next 2 Miles."
 - 2) MP 16.20 (westbound); including W11-2 with W16-1P and W16-2P "Next 2 Miles."
 - 3) MP 18.71 (eastbound); including W11-2 with W16-1P and W16-2P "Next Mile."
 - 4) MP 19.44 (westbound); including W11-2 with W16-1P and W16-2P "Next Mile."

- U 24. The applicant shall contract for the sweeping of both shoulders of Mark West Springs Road and Porter Creek Road four times annually between March 1st and October 31st. The sweeping shall extend from Old Redwood Highway to Petrified Forest/Calistoga Road. Sweeping shall be performed by mechanized sweeping equipment that can collect the sweepings and is equipped with devices/features to adequately control dust. Sweeping operations shall be performed under the appropriate traffic control contained in the California Manual of Uniform Traffic Control Devices (MUTCD).
- U 25. The applicant shall contract for the periodic trimming of roadside vegetation along both shoulders of Mark West Springs Road and Porter Creek Road between Old Redwood Highway and Petrified Forest/Calistoga Road. Trimming shall be performed during the periods vegetation is actively growing. A minimum horizontal clearance of 4 feet and vertical clearance of 8 feet, measured from edge of pavement, is required.
- U 26. The Applicant shall pay to the DTPW a fair share of the cost of the future signalization of the Mark West Springs Road-Riebli Road intersection. The fair share for the signalization improvement is 17%.
- U 27. The Applicant shall pay to the DTPW a fair share of the cost for the future shoulder widening of Mark West Springs Road; MP 12.20 to MP 14.05. The fair share for the widening improvement is 20%.
- U 28. A Traffic Mitigation Fee shall be paid to the County of Sonoma, as required by Section 26, Article 98 of the Sonoma County Code, prior to expansion of clearing or mining activities. This fee is for indirect cumulative traffic impacts throughout the county. This permit shall not be vested until the traffic mitigation fees are paid in full.
- U 29. The applicant shall report annually to PRMD all aggregate materials sold from the facility, including recycled aggregate materials. This information shall be deemed proprietary. The applicant shall pay the current per ton fee, as adjusted annually, of aggregate materials, including recycled aggregate materials. PRMD staff will review annual reports submitted by the operator and shall invoice the applicant annually. If the operator does not make payment, the account will be sent to collections and the operator may be issued a Notice of Violation of the Conditions of Approval of this permit.
- U 30. Plans for all required improvements shall be submitted to the office of the County Surveyor in PRMD for review and approval; said office will coordinate review of the plans with DTPW. An initial review by DTPW and agreement in concept for the proposed improvements shall be required prior to the issuance of any grading permit for the project. Either the public road improvement plans shall be signed by the Director of DTPW prior to the issuance of a building permit or the Developer shall obtain signed approval from the Director of DTPW. The improvement plans shall be signed by the Director of DTPW prior to the issuance of an encroachment permit for public road improvements.
- U 31. Plan checking fees and Inspection fees, including those involving off-site frontage improvements, shall be paid to the Permit and Resource Management Department, prior to signature of the Improvement Plans by the Director of the Department of Transportation and Public Works.

GRADING AND STORM WATER:

“The conditions below have been satisfied” BY _____ DATE _____

- U/R 32. Tracking of soil, rock or construction debris into the public right-of-way shall be prohibited.
- U/R 33. Runoff containing sediment or other waste or by-products shall not be allowed to drain to the storm drain system, waterway(s), or adjacent lands.

- U/R 34. Except for stream crossings, and areas within the approved mining plan, no grading or land disturbance shall occur within 50 feet of the top of banks of the waterways. A construction fence must be placed along the waterway setback to prevent land disturbance adjacent to the waterways.
- U/R 35. The project is subject to National Pollutant Discharge Elimination System (NPDES) requirements and must obtain coverage under the State Water Resource Control Board's General Construction Permit (General Permit). Documentation of coverage under the General Permit must be submitted to ARM Staff at PRMD.
- U/R 36. The applicant shall develop and implement a Water Quality Protection Program (WQPP) to control sediment and pollutant runoff from the quarry during its operational life and beyond through post reclamation. All structural elements and processes shall be designed and approved by a professional civil engineer experienced in stormwater management and sediment control. The design shall meet the standards of the Sonoma County SMARO. All hydrologic and engineering calculations, including sediment trap efficiency, shall be submitted to the County and the RWQCB for review and approval prior to clearing or mining in the expansion area.

The applicant shall submit a copy of the WQPP that adequately addresses control and reduction of stormwater laden with sediment or other pollutants to the County PRMD. The applicant shall comply with requirements set forth by the RWQCB in the WQPP for annual reporting and water quality sampling, which typically includes annual reports and reports of failed best management practices (BMPs). The WQPP shall be regularly updated as BMPs are updated and new BMPs are constructed and/or the quarry operation changes. The WQPP shall be implemented during the initial stage of quarry construction and stay in effect through the completion of reclamation.

- Reclamation or stabilization of all quarry slopes and the quarry floor (excluding the working/processing/stockpile/loading/access areas) shall be completed by October 1 of each year. Stabilization measures include hydraulic application of surface stabilizing compounds, hydroseeding, mulching, or other measures to prevent erosion. To insure accurate compliance with this condition, the applicant shall submit to the Sonoma County PRMD, a site plan or aerial photograph clearly depicting the extent of mining and reclamation on the site every five years during mining and reclamation and at the completion of reclamation;
- In areas not being actively mined, bare soil shall be protected from erosion with the application of hydraulic mulch or hydroseeded;
- In areas requiring temporary protection until a permanent vegetative cover can be established, bare soil shall be protected by the application of straw mulch, wood mulch, or mats;
- To the extent practical, benches should be back-sloped or provided with rock or straw bale checks so that sediment is trapped on the benches rather than washed into the sediment ponds; and
- Benches shall drain into adequately sized pipes or rock-lined channels that convey the runoff to the quarry floor. Outlets of pipes shall have appropriate energy dissipaters to prevent erosion at the outfall.

Sediment Retention Measures. The WQPP shall include specific measures to trap eroded sediment on site to prevent a discharge to receiving waters. Specific measures cited below shall be adapted from the most current edition of the CASQA Stormwater BMP handbook for construction. The applicant shall install sediment retention measures prior to winter (on or about October 15) or in areas receiving surface water runoff in the dry season (e.g. the areas receiving seepage from the quarry walls). Sediment retention measures shall be regularly inspected by

quarry personnel and corrective action shall be conducted in the event that the measures fail. Inspection and performance of the sediment retention measures shall be included in the SWPPP and included in the required annual report. Equivalent measures deemed more effective by the North Coast RWQCB may be substituted.

- Silt fences, fiber rolls, and straw bale barriers shall be used on bare slopes not being actively mined to intercept and trap sediment carried by sheet flow;
- The program shall include a description of the construction method for the sediment ponds, including the design storm and spillways;
- The applicant shall design the proposed sediment ponds to the maximum size practical for the available space. The sediment control basin shall include a forebay to trap coarse soil particles. Recognizing that the sediment ponds may not be large enough to trap very fine particles such as clay, the design shall include supplemental treatment that can be used as needed to meet the water quality discharge criteria for this project. Supplemental treatment may be chemical treatment that promotes fine particle settlement, mechanical filters to remove fine particles, or other measures approved and required by the North Coast RWCQB for this particular project;
- All runoff from actively mined or reclaimed areas shall be directed through the sediment control basins.

Implement Contaminant-Control BMPs. The applicant shall implement BMPs to reduce the potential for discharge of contaminants to storm water runoff. These BMPs shall be designed by a civil engineer and the design engineer shall oversee BMP installation. To minimize the introduction of contaminants which may degrade the quality of water discharged from the site, the following measures shall be taken:

- Fueling and maintenance of all rubber-tired loading, grading and support equipment shall be prohibited within 100 feet of drainage ways. Fueling and maintenance activities associated with other less mobile equipment shall be conducted with proper safeguards to prevent hazardous material releases. All refueling and maintenance of mobile vehicles and equipment shall take place in a designated area with an impervious surface and berms to contain any potential spills;
- The site shall be controlled by maintaining security fencing and locking gates and posted trespass signs at all vehicular access points to the site to prevent unauthorized entry;
- Runoff from the access roads shall be captured, retained and conveyed to the sediment control pond; and
- All chemical dust suppressants and slope stabilization chemicals or polymers, and sediment pond enhancement chemicals or polymers shall be EPA approved and shall be used strictly according with the manufacturer's directions. An accurate accounting of the kinds and quantities of these materials used on the site shall be maintained by the operator.

U/R 37.

Maintain and repair storm damage to conveyance and water quality control systems, as necessary. The applicant shall maintain procedures to ensure prompt identification and repair of damage to the drainage and water quality control systems, especially after large storm events. The applicant shall conduct routine inspection and maintenance of the stormwater and sediment control facilities. Stormwater drainage conveyance and outfalls shall be inspected monthly during the dry season and after each rain storm between October and March. If inspections reveal that stormwater conveyance of water quality control facilities (e.g. sediment ponds, energy dissipation structures) are damaged, corrective actions shall be implemented immediately.

PLANNING:

"The conditions below have been satisfied BY _____ DATE _____

- U/R 38. This Use Permit provides a 20 year surface mining permit for Mark West Quarry to include expansion of mining to a 33 acre leasehold area excluding the northern mining area (for a total mining area of 90 acres) and Reclamation Plan for the entire mining area as shown in Exhibit E; APNs:120-210-048, -031, and -006. The maximum allowable production level is 500,000 cubic yards (750,000 tons) per year. The permitted hours of operation are Monday through Friday: 6:00 a.m. through 10:00 p.m., Saturday 6:00 a.m. until 4:30 p.m., and closed on Sundays and national holidays, consistent with SMARO (Surface Mining and Reclamation Ordinance). A maximum of 17 employees are permitted. The use shall be operated in accordance with the proposal statement, technical reports, and site plan located in File No. PLP09-0035, as modified by these conditions.
- U 39. Prior to expanding the mining operation onto APN 120-210-031, the applicant must submit a recorded document that would be part of any title report with an offer to reimburse the owner/tenant for installation of double pane windows in the residence at 4500 Porter Creek Road (APN120-210-009).
- U 40. Prior to expanding the mining operation onto APN 120-210-031, the applicant must submit a copy of the truck driver education program subject to review and approval of PRMD which would include bicycle safety especially related to bicycle activated flashing beacons, speeds, safe passing distances and when it is appropriate to pass or use horns.
- U/R. 41. This Use Permit and Reclamation Plan does not include mining in the northern area shown as outside the "active mining area" on Exhibit D. All conditions imposed herein shall apply and remain in effect for the vested rights area as well as the 33 acre expansion area as long as this use permit remains in effect. The applicant shall record a deed restriction, in a form acceptable to County Counsel, stating this. This use permit shall not supersede, alter or waive any of the applicant's existing vested rights on the original leased area except during the term of the use permit as described herein. The original vested rights leased area shall require a revised Reclamation Plan after the use permit has expired. No mining in the northern mining area under vested rights may occur unless and until a revised Reclamation Plan is approved.
- U/R 42. The Use Permit and revised Reclamation Plan shall be effective for 20 years from the date of clearing the site in preparation for mining on APN120-210-031. The applicant shall notify PRMD the specific date of commencement.
- U/R 43. Prior to commencement of clearing the site in preparation for mining, the applicant shall submit a final Reclamation Plan document or addendum reflecting the "As Approved" mining and reclamation plan and incorporating the comments/conditions of the Department of Conservation Office of Mine Reclamation by letter dated October 2, 2013. The final Reclamation Plan shall incorporate all conditions of approval and revisions included in the approved project.
- U/R 44. Prior to commencement of clearing or mining in the expansion area, a "Notice of Reclamation Plan Approval" shall be filed with the County Recorder per State law. Each notice must include a description of the real property subject to the reclamation plan approval.
- U/R 45. Prior to clearing or mining in the expansion area, the applicant/operator shall submit to PRMD financial assurance(s) payable to the County of Sonoma and, in the alternative, the State Department of Conservation, in an amount and format to be reviewed and approved by PRMD and State Department of Conservation Office of Mine Reclamation, to assure compliance with the approved Reclamation Plan and conditions thereof for the entire area of the quarry. A valid financial assurance shall be maintained on file until PRMD determines that all reclamation has been successfully carried out in compliance with the reclamation and final conditions. Financial

assurance shall renew automatically and shall not expire without 90-days advance written notice being provided to PRMD. A Continuation Certificate or other proof of extended coverage shall be forwarded to PRMD no less than 30 days prior to the expiration date of the financial assurance. PRMD may adjust the amount of the security on an annual basis to account for additional lands disturbed or reclaimed, inflation, or revised cost estimates. The financial assurance shall reference the name of the mining site, the resolution number of the County approval, and PRMD file number.

- a. The County may pursue redemption of the securities if: 1) reclamation activities do not meet the performance standards; 2) satisfactory progress is not made towards completing the reclamation in a timely manner; or, 3) the operator is financially incapable of carrying out the reclamation.

U/R 46. The applicant/operator and subsequent owners or operators of the above-referenced project shall complete mining and reclamation activities in accordance with the approved Mark West Quarry surface mining Use Permit and final Reclamation Plan as modified by these conditions. The applicant/operator shall maintain the site in accordance with the Reclamation Plan, including but not limited to the drainage improvements, slopes and vegetation. Prior to the lease, sale or other conveyance of any portion of the real property subject to this approval, the applicant/operator shall provide a copy of the Use Permit and Reclamation Plan approval along with all technical reports, site plans, proposal statement and this exhibit to the prospective lessee, buyer or other recipient of such conveyance. The County has the power to modify or revoke a permit, entitlement, or project approval if the conditions are not met. The mining operator must also notify the State Office of Mine Reclamation and PRMD of any changes in ownership/operator.

U/R 47. The operator shall contribute to ARM Plan Monitoring and Administration funds established by the County pursuant to the ARM Plan and shall otherwise mitigate identified impacts as follows: Inspection, enforcement and monitoring fees shall be paid by the operator in order to cover all actual costs incurred by the County for the inspection, monitoring, and enforcement of the applicable Use Permit and reclamation plan conditions in accordance with the ARM Plan. Where the monitoring service of a qualified professional is required by the Mitigation Monitoring Program, additional monitoring fees may be levied on the operator to cover such costs.

Monitoring: PRMD ARM staff shall be responsible for determining compliance with this condition. PRMD staff shall also be responsible for billing the operator for all monitoring work done in compliance with ARM Plan and County ordinance requirements. Violations of the condition may result in proceedings to revoke the Use Permit for mining.

U/R 48. All mining and reclamation activities shall comply with the provisions of the 1994 ARM Plan, Chapter 26A of the Sonoma County Code, and other County ordinances, local, state and federal regulations, rules, orders, permits and requirements regulating surface mining and reclamation in existence or hereafter adopted. Any violation of applicable regulations is a violation of this permit.

U/R 49. To the extent required by applicable law, the operator and all successors in interest shall obtain any and all permits or approvals required by other agencies having jurisdiction over the project and shall provide copies of same to PRMD prior to clearing or mining in the expansion area. This Use Permit is subject to the conditions of said permits and any violation of other such permits shall constitute a violation of this Use Permit. If there are conflicts between the conditions of any permits, the more restrictive shall apply. Such agencies may include, but are not limited to:

- a. North Coast Regional Water Quality Control Board (RWQCB)
- b. Department of Fish and Wildlife (CDFW)
- c. California Department of Forestry and Fire Protection (CAL FIRE)
- d. Department of Conservation
- e. Department of Toxic Substances Control
- f. Bay Area Air Quality Management District
- g. Army Corps of Engineers

- h. U.S. Fish and Wildlife Service
- i. National Marine Fisheries Service
- j. Mountain Volunteer Fire Department
- k. Occupational Safety and Health Administration (OSHA)
- l. Mine Safety and Health Administration (MNSA)

U/R 50. The operator shall continue to provide the California Department of Conservation and PRMD, in the manner specified by said agencies, annual reports on mining and reclamation activities on the site until the project site is fully reclaimed and the site is taken off the state's mining site list.

U 51. Prior to commencing mining operations in the expansion area, the Applicant shall record a deed restriction, in the form of a covenant, condition, to implement all the conditions of approval imposed herein for mining and processing within its vested parcel (i.e., the existing quarry parcel) as long as the Surface Mining Use Permit remains in effect. The Surface Mining Use Permit does not supersede, alter, or waive any of the Applicant's existing vested rights except during the term of the Surface Mining Use Permit. The Existing Quarry Parcel shall continue to be subject to the Revised Reclamation Plan and its related conditions after the Surface Mining Use Permit has expired.

U/R 52. The Director of PRMD is hereby authorized to modify these conditions for minor adjustments to respond to unforeseen field constraints provided that the goals of these conditions can be safely achieved in some other manner. The applicant must submit a written request to PRMD demonstrating that the conditions is infeasible due to specific constraints (e.g. lack of property rights) and shall include a proposed alternative measure or option to meet the goal or purpose of the condition. PRMD shall consult with affected departments and agencies and may require an application for modification of the approved permit. Changes to conditions that may be authorized by PRMD are limited to those items that are not adopted standards or were not adopted as mitigation measures or that were not at issue during the public hearing process. Any modification of the permit conditions shall be documented with an approval letter from PRMD, and shall not affect the original permit approval date or the term for expiration of the permit. The owner/operator and all successors in interest, shall comply with all applicable provisions of the Sonoma County Code and all other applicable local, state and federal regulations.

U 53. This permit shall be subject to revocation or modification by the Planning Commission if: (a) the Commission finds that there has been noncompliance with any of the conditions or (b) the Board finds that the use for which this permit is hereby granted constitutes a nuisance. Any such revocation shall be preceded by a public hearing noticed and heard pursuant to Section 26-92-120 and 26-92-140 of the Sonoma County Code.

In any case where a Use Permit has not been used within two (2) year after the date of the granting thereof, or for such additional period as may be specified in the permit, such permit shall become automatically void and of no further effect, provided however, that upon written request by the applicant prior to the expiration of the two year period the permit approval may be extended for not more than one (1) year by the authority which granted the original permit pursuant to Section 26-92-130 of the Sonoma County Code.

Mitigation Measures and Monitoring Program:

Prior to issuance of any permits (grading, septic, building, etc.) or commencement of clearing or mining activity in the expansion area or adjacent parcels defined as APN 120-210-031, all of the pre-operational conditions must be met and verified by PRMD staff pursuant to this Use Permit.

Geology and Soils

U/R 54. Following discernible seismic shaking at the quarry project, a visual inspection shall be made by experienced, onsite mining personnel of all quarry slopes and slopes above Porter Creek Road. The intent shall be to identify any failure or incipient failures that require correction for safety or

ongoing mining. In the event of failures causing substantial damage, or an identified incipient failure that could cause such damage, a Certified Engineering Geologist and/or licensed Geotechnical Engineer shall be immediately retained to characterize the failure(s) and recommend repair procedures. All slope repairs within the active mining area posing a risk to workers shall be completed prior to resuming routine mining activities in the affected area. All slopes above Porter Creek Road posing a risk to road traffic shall be immediately protected or stabilized prior to reopening the road to traffic.

Mitigation Monitoring: The applicant shall implement after seismic shaking event and report findings and/or repair procedures to PRMD. Applicant's geotechnical expert shall report completion of repairs to PRMD. Operations will not be allowed to re-commence until authorized by PRMD.

U/R 55. Mining slopes will be graded to meet the following guidelines:

- a. in order to reduce the damage created by rock failures, benching is required on active mining slopes over 60 vertical feet in height.
- b. The width of the benches shall be no less than half the height of the slope face that is directly above it.
- c. Inter-bench mining cuts shall have an average steepness of no more than 0.25 to 0.5:1 (horizontal to vertical) and generally be kept to 60 feet in height or less, and 90-foot cuts shall only be excavated if the rock appears highly stable and shows no signs of failure, such as incipient wedge failures, substantial raveling or sloughing.
- d. Overburden at the top of working slopes consisting of soil and severely weathered rock shall be sloped no steeper than 2:1.
- e. Minimum 10-foot wide benches shall be constructed every 30 vertical feet or at the middle of the soil/overburden slopes, whichever is less.

Mitigation Monitoring: PRMD ARM staff shall verify that these conditions have been met during scheduled quarry inspections. Applicant will remediate any identified inadequacies.

U/R 56. For the first five years of production, the applicant shall be responsible for annual monitoring and assessment of the mining production slope stability. After 5 years, the monitoring will be done every 3 years; after 10 years the monitoring interval will be extended to every 5 years. This work will be done by a qualified engineering geologist. The geologist shall prepare a written report describing the results of the monitoring and any related subsurface investigations, and will specifically note any observed changes in the properties of newly exposed rock that might indicate that large, or otherwise damaging slope failures could occur. In the event that such changes in rock properties are observed, the geologist will make recommendations for revisions to the Final Reclamation Plan that may be required to improve slope stability and protect adjacent properties. The geologist's report will be submitted to the Sonoma County Permit and Resource Management Department by June 30th of each year. If the geologist recommends changes to the Final Grading Plan in any area of the quarry, the quarry operator will revise that plan and submit it to the County. Once the County has approved the changes, the Reclamation Plan will be also be revised accordingly. This must be done prior to making further excavations in the area requiring grading.

Mitigation Monitoring: PRMD ARM staff shall verify that these conditions have been met during scheduled quarry inspections. Applicant will remediate any identified inadequacies.

U/R 57. Before production slopes are developed in the quarry expansion area, the large landslide above the quarry driveway (the "Potential Rockfall" on Figure 4.1-2) shall be removed or stabilized. An engineering geologist shall confirm that subsequent mining would not cause additional sliding or

rockfall off the site that cannot be contained by the proposed rockfall barrier system.

Mitigation Monitoring: The applicant shall implement slope stabilization measures prior to mining the expansion area. PRMD shall review and approve the engineering geologist's findings before authorizing mining of the expansion area. PRMD ARM staff shall verify that the condition has been complied with during quarterly inspections of mining in the expansion area.

- U/R 58. Prior to the initiation of mining on the slopes above Porter Creek Road, the applicant shall develop a blasting program to reduce blasting vibrations on these slopes and minimize the potential for blasting-triggered instability above the road. The blasting program shall be developed in consultation with a blasting engineer to assist in selecting, calibrating, and installing a vibration monitoring system. The purpose of the system would be to determine if recommended vibration limits are being exceeded on the slopes and, if necessary, to reduce them to acceptable levels through modification of blasting practices.

Mitigation Monitoring: PRMD will review and approve the blasting program prior to mining of the expansion area. PRMD ARM staff shall verify that the condition has been complied with during quarterly inspections of mining in the expansion area.

- U/R 59. The applicant shall prepare a final design for the rockfall barrier system. The final design and supporting geotechnical data shall be submitted to the County for review. The applicant shall pay for any technical review required by the County. The final design shall include the following:

- a. The barrier system will be designed to capture rocks that could be dislodged from Landslide A on Figure 4.1-2 as well as from all other sources above Porter Creek Road on the project site.
- b. The barrier shall capture rocks of a size that currently exist on the slopes as well as rocks that could be expected (as predicted by an engineering geologist) to be exposed or dislodged given future blasting, seismic ground shaking, and mining activities.
- c. The height of the barriers shall be sufficient to accommodate the predicted bounce height of dislodged rocks.
- d. Details specifying when and how to shift the upper temporary removable fence downslope, remove debris, and maintain the fence, shall be included.
- e. No road or trail shall be constructed on the slopes above Porter Creek Road to install the rockfall barriers.

Mitigation Monitoring: PRMD will review and approve the rockfall barrier design prior to allowing mining of the expansion area. PRMD ARM staff shall visually verify that the installation of the rockfall barrier system is consistent with the approved final design during field inspection of the site.

- U/R 60. During the duration of mining the slope above Porter Creek Road, visual inspections shall be made at least once a month by mining personnel to confirm the slopes and slope protection facilities are performing satisfactorily. Any necessary slope maintenance or repairs shall be promptly completed.

Mitigation Monitoring: Applicant shall inform PRMD in writing of any repairs required, and PRMD ARM staff will review for compliance during scheduled quarry inspections.

- U/R 61. The temporary fence will be removed once mining of the section of slope being protected ends.

Mitigation Monitoring: PRMD ARM staff will review for compliance during scheduled quarry inspections.

- U/R 62. The final highwall slopes shall be developed to include the following measures:
- a. Final reclaimed cuts in rock slopes shall average no steeper than 1.5:1 from the toe of the overall highwall cut to the top.
 - b. Fifteen-foot wide drainage/catchment benches shall be constructed every 30 vertical feet and intervening cut slopes shall have a maximum inclination of 1:1.
 - c. Benches shall be cut to dip into the slope at an angle of no less than 2%.
 - d. If a zone of weathered rock (overburden) or soil remains at the top of the highwall cut, it shall be sloped no steeper than 2:1.
 - e. At least 10-foot wide benches shall be constructed every 30 vertical feet or at the middle of the weathered rock zone, whichever is less.
 - f. A permanent earthen berm (compacted to a minimum of 85% relative compaction) or rock containment fence shall be installed along the outside perimeter of the wide bench that will be constructed beyond the base of the completed highwall.
 - g. The top of the throughcut backslope facing the base of the completed highwall shall be rounded off to prevent a sharp edge that will be susceptible to accelerated erosion or rock fall.
 - h. Prior to construction of the final highwall, a Certified Engineering Geologist or licensed Geotechnical Engineer and a blasting engineer shall review the geologic conditions exposed at that time and develop a blasting program appropriate for the construction of the finished highwall slopes.
 - i. Once final highwall construction starts, the project applicant shall annually survey the highwall benches and maintain them free of loose rock and debris and maintain interbench drainage ditches and culverts in good operating order. This shall be done prior to the onset of the rainy season and following intense rainfall events (3 inches or more in 24-hour period). The engineering geologist conducting monitoring of slopes will determine if the frequency of inspections and maintenance by mine personnel is adequate, will identify incipient failures that require repair, and develop recommendations for their repair. Recommended repairs shall be made, documented, and submitted to County PRMD.
 - j. Any portions of the final highwall or the proposed location of Detention Basin A that are found to include unstable/compressible landslide material shall be corrected by either removing the debris and/or stabilizing the wall and ground beneath the basin. Stabilization can include one of several geotechnically acceptable methods, and depending on conditions encountered, could include placement of rip rap, gabion structures, reinforced fills, or retaining walls. Additionally, surface runoff from the highwall or nearby areas shall be directed away from the surface of the slide. The monitoring engineering geologist and geotechnical engineer will determine whether additional measures are needed to ensure that the landslide is not reactivated. Alternatively the highwall corner and basin site can be shifted to the east to eliminate intrusion by the landslide.
 - k. The final highwall shall be inspected on an annual basis for a period of 5 years after final reclamation by an engineering geologist. If more than two damaging failures occur within the five year inspection period, inspections shall be extended in increments of two years until the slopes are free of all but minor failures that constitute routine maintenance. Maintenance and repairs shall be done prior to the following rainy season. Documentation of monitoring and any maintenance/repair shall be submitted to County PRMD.

Mitigation Monitoring: PRMD staff shall review and approve the blasting program and

recommended geotechnical measures before final highwall construction. PRMD ARM staff shall verify that the conditions have been complied with during scheduled inspections of mining and for at least the first five years of the reclamation stage.

- U/R 63. All rock slopes to be capped with fill shall be developed to include the following measures:
- a. Fill will be placed on completed rock benches as described in Mitigation Measure 4.1-B.8 (subsections 1-4).
 - b. The slope ratio of the overall final fill slope shall be no steeper 2.4:1 (H:V).
 - c. Permanent interbench fill slopes shall be no steeper than 2:1 (H:V), as shown on Figure 8 of Miller Pacific 2003 report (part of the project application).
 - d. Minimum 10-foot wide benches shall be constructed no more than 30 vertical feet apart.
 - e. Keyways and subdrains for the fill shall be placed as shown on Figure 8, referenced above.
 - f. Once it has been determined what the maximum thickness will be of the fill to be placed on constructed rock slopes of the highwall, the project applicant shall retain a geotechnical engineer to provide additional design-level mitigations to insure fill performance. One of the most important of these will be the degree of compaction required for long term stability of the high (300 feet) filled slopes. Other design guidelines to be developed by the geotechnical engineer include guidelines for the placement of fill keyways and installation of subdrains and their outlets.

Mitigation Monitoring: PRMD ARM staff shall verify that the conditions have been complied with during scheduled inspections of mining and for at least the first five years of the reclamation stage.

- U/R 64. The applicant shall have a Final Grading Plan for the final reclamation phase prepared by geotechnical and civil engineers. That plan shall include the following requirements regarding fill operations. The final plan shall be submitted to County PRMD for review and comment prior to implementation:
- a. Fill with a plasticity index (PI) of less than 30 (non-expansive) may be placed at slopes no steeper than 3:1.
 - b. Fill with a PI of greater than 30 (moderately to highly expansive) may be placed at slopes no steeper than 4:1.
 - c. All quarry floor fills shall be moisture conditioned to near optimum and track-walked in lifts to provide initial compaction that will decrease the erosion potential.
 - d. Any fills that are steeper than described in requirements 1 and 2, above, shall be constructed based on the recommendations for final reclaimed fill slopes presented above.
 - e. Where catchment dams, ponds, subdrains, or other structures used for drainage or water retention are either buried in or rest on top of reclaimed fill on the quarry floor, the compaction of the fill under and around these structures shall be designed to minimize the settlement of the fill to limit damage or decreased performance over the long term.
 - f. Gravity flow storm drains, open channels, or other improvements with minimal slopes toward outfalls shall be designed to accommodate settlement of loosely compacted fill.
 - g. The entire reclaimed area is to be stable and not transport sediment across property lines.

- h. Final geotechnical report to address site stability for entire reclaimed area.
- i. An Erosion Prevention and Sediment Control Plan

Mitigation Monitoring: PRMD staff shall review and approve the Final Grading Plan before the onset of the final reclamation phase. PRMD ARM staff shall verify that the conditions have been complied with during scheduled inspections for at least the first five years of the reclamation stage.

- U/R 65. Overburden that was placed in the Overburden Storage Area prior to the initiation of project operations shall not be removed until a geotechnical engineer and a hydrologic engineer prepare a removal plan that identifies what and how materials should be removed to maintain slope stability and control erosion. This plan shall be submitted to the County for review and approval. At final reclamation, any remaining fill will be assessed by a geotechnical engineer to determine what, if any, additional treatment is required to maintain slope stability and erosion control per the requirements of the Reclamation Plan.

Mitigation Monitoring: PRMD staff shall review and approve the removal plan for material that was placed prior to project operations began. PRMD ARM staff shall verify that the conditions have been complied with during scheduled quarry inspections.

Hydrology and Water Quality

- U/R 66. The applicant shall prepare, for the review and approval by the Sonoma County Permit and Resource Management Department, a final Stormwater/Water Quality Protection Program (including appropriate hydrologic and hydraulic calculations). The plan and calculations shall include sizing for all sediment retention/storm water detention facilities (see Mitigation Measure 4.2-B.4) and shall verify the available capacity of existing conveyance facilities (culverts) exiting the project site. The storm water plan and calculations shall ensure that peak storm water flows are managed to the extent that flows entering the existing culverts crossing under Porter Creek Road do not exceed pre-project peak flow estimates for the 10-, 25-, 50, and 100-year flows. Alternative detention strategies could include additional detention basins, expanded use of the quarry floor for detention, or expanded use of infiltration areas for percolation and storage. The drainage plan and accompanying design calculations shall be prepared by a Registered Civil Engineer and in conformance with the Sonoma County Water Agency's Flood Control Design Criteria. The plan shall be approved and detention facilities constructed prior to the onset of mining the expansion area.

Mitigation Monitoring: PRMD ARM staff shall review and approve the final Stormwater/Water Quality Protection Program prior to site clearing for mining of the expansion area. PRMD ARM staff shall verify that the conditions established in the Program have been complied with during scheduled quarry inspections.

- U/R 67. All on-site drainage facilities shall be constructed and maintained according to Sonoma County Water Agency's Flood Control Design Criteria and the County of Sonoma Permit and Resource Management Department standards and requirements, and shall be operated in accordance with the prepared drainage plan in the Reclamation Plan.

Mitigation Monitoring: PRMD ARM staff shall verify that these have been complied with during scheduled quarry inspections.

- U/R 68. All detention basins and other drainage features shall be maintained (e.g., accumulated sediment shall be removed) pursuant to the standards stated in the approved sediment/erosion control and drainage plan. The sediments shall be stockpiled for use as topsoil in the reclamation process. All detention basins and drainage features shall be cleaned out by October 15 each year. If upon inspection by the County or RWQCB, the basins and drainage system have not been adequately maintained by October 15, the owner of the quarry would be notified that the maintenance must

be completed within 30 days or all crushing, screen, grading, and sales of material on site shall immediately cease until the basins and drainage system have been sufficiently maintained.

Mitigation Monitoring: PRMD ARM staff or RWQCB staff shall verify that these conditions have been complied with during scheduled quarry inspections.

- U/R 69. All detention basins and other drainage features shall be monitored and maintained for 5 years after completion of site reclamation. At the end of this 5-year period, the applicant shall engage a qualified civil engineer to determine whether the site drainage system can operate without further maintenance. If further maintenance is warranted, it will be done. A new review will be done each year until the engineer determines that the system is self-sustaining for a period of an additional 5 years.

Mitigation Monitoring: PRMD ARM staff or RWQCB staff shall review and approve the findings of the civil engineer. PRMD ARM staff or RWQCB staff shall verify that these conditions have been complied with during scheduled quarry inspections.

- U/R 70. The applicant shall develop and implement a final Stormwater/Water Quality Protection Program (the Program) to control sediment and pollutant runoff from the quarry expansion for both interim mining operations and after final reclamation. All erosion control measures listed in the proposed Reclamation Plan shall become conditions of approval for the project. In addition, the following measures are required:

- a. All structural elements and drainage features shall be designed and approved by a professional civil engineer experienced in storm water management and sediment control. The design shall meet the standards of the Sonoma County SMARO. All hydrologic and engineering calculations, including sediment retention pond trap efficiency, shall be submitted to the County for review and approval prior to commencement of quarry expansion activities.
- b. The existing 2011 Storm Water Pollution Prevention Plan (SWPPP) shall be updated to include the proposed quarry expansion. The SWPPP shall be regularly updated to reflect current conditions at the quarry. The following recommendations supplement the proposed actions:
- c. The applicant shall update the Spill Prevention Control and Countermeasures Plan (SPCCP), which identifies and evaluates sources of pollutants associated with industrial activities at the quarry including the use, storage, and quantity of potential contaminants. The SPCCP shall also include emergency response and notification procedures.
- d. As specified by SMARA, sediment retention ponds will be reconstructed or, if needed, new ones constructed so that particles of medium silt (0.32 mm) will be settled out for no less than the 20-year, 1-hour rainfall event before runoff leaves the site. Flocculents and/or filters can be used to enhance the settling process in order to meet this standard. Sediment retention design shall include emergency spillways sized to accommodate larger less frequent storm events (25-, 50-, and 100-year) and concomitant overtopping. Prior to each construction season (May 1), the applicant shall quantify the total proposed drainage area contributing to each sediment retention pond at the beginning of the next winter season (October 15) and verify the ponds provide adequate residence time and design capacity to meet both water quality and flow detention goals. All design and annual pond sizing verification shall be completed by a professional civil engineer experienced in sediment detention basin design and the regulations of SMARA. All hydrologic and engineering calculations, including sediment trap efficiency, shall be submitted to the County for review and approval prior to any additional quarry expansion.
- e. If any semi-annual monitoring indicates that the mining of that year exceeded the water quality performance criteria, the applicant shall confer with the Regional Board and propose changes to the sediment control program that will improve its performance sufficiently to meet the

performance criteria of the Reclamation Plan and the general permit. The proposed changes shall be submitted to the Regional Board for comment, revised as needed to address their comments, and then implemented by the applicant. If the performance criteria are not met for two consecutive years, the County will confer with the applicant and the Regional Board to determine what additional changes in the sediment control plan are needed to result in compliance, and these changes shall be made until compliance is reached.

- f. Chemical dust suppressants and sediment detention basin enhancement chemicals or polymers shall be used strictly according to the manufacturer's specifications as well as any additional restrictions required by the RWQCB. An accurate accounting of all these materials purchased and used on the site shall be maintained, including kinds and quantities of material.
- g. The Basin Plan allows storm water from a project site to increase turbidity in a receiving stream by no more than 20%. However in the case of this project, because of the sensitivity of Porter Creek, the storm water from the project would not be allowed to increase turbidity any more than the runoff from the existing quarry does for an overall no net increase as a result of quarry expansion. The RWQCB shall review the water quality monitoring data and determine the turbidity baseline to be used in the final Stormwater/Water Quality Protection Program.
- h. The applicant shall monitor all storms that generate discharge from the active mining portion and overburden stockpiling area of the project site to Porter Creek. However, as a practical measure, it shall not be required that monitoring events occur more frequently than once every two weeks or pursuant to the criteria developed by the RWQCB. The discharge end of each outfall shall be made easily accessible for inspection and water sampling during storm events by the applicant.

Mitigation Monitoring: PRMD ARM staff and RWQCB staff shall review and approve the final Stormwater/Water Quality Protection Program, the updated SWPPP, and the updated SPCCP prior to mining of the expansion area. If required, the RWQCB shall review and approve changes to the sediment control plan. PRMD ARM staff and/or RWQCB staff shall verify that these conditions have been complied with during scheduled quarry inspections.

U/R 71.

With the permission of the property owner, the applicant shall monitor the domestic water supply well located on Assessor's Parcel 120-021-032 for significant changes due to quarry expansion and regrading of recharge areas. Monitoring shall include quarterly observations of groundwater levels in the well (if less than 5 acre feet a year is used, otherwise it shall be monitored monthly) and shall commence before quarry expansion. Well monitoring shall continue through the length of the project. If it is determined that well levels have deviated statistically from the baseline condition at any time during the expansion and reclamation of the quarry (accounting for rainfall totals), or within five-years following the completion of the expansion and reclamation, and the owner of the property requests, the applicant shall be financially responsible for providing a reliable supply of water to the impacted property, which may include deepening of the existing well and/or drilling a new well.

Mitigation Monitoring: Well monitoring results will be submitted to PRMD. If warranted, PRMD staff will verify that the applicant has met the conditions for supplying a reliable water source.

Biological Resources

U/R 72.

Prior to ground-disturbing activities in any part of the expansion area, and for several years in succession, conduct annual focused surveys until ground clearing removes all potential habitat to identify all localities of Jepson's linanthus within the project area. Each year that plants are found, collect voucher specimens, mark the locations in the field, and collect seed when mature. Donate voucher specimens to university herbaria and donate cleaned seed to research institutions with facilities for long-term storage. Required methods and procedures are provided below:

- a. A qualified botanist familiar with Jepson's linanthus and its habitat in Sonoma County shall conduct the focused surveys.
- b. Each annual survey shall cover 100% of the California annual grassland found within the project area.
- c. For each locality of Jepson's linanthus that is found, the surveyor shall record the location with a Global Positioning System (GPS) unit; record habitat information (soil type, slope position, elevation, vegetation type, associated species, etc.), and phenology (vegetative, early flowering, etc.); collect herbarium-quality voucher specimens of Jepson's linanthus and its associated species; mark the location in the field using a durable and visible marking system; and photograph Jepson's linanthus and its habitat.
- d. Voucher specimens shall be collected, dried, stored and distributed according to the requirements of the receiving institution.
- e. The surveyor shall make a return visit to each Jepson's linanthus locality during the time period when seeds are mature, and shall collect as much mature, dry seed as possible. Several visits each year may be needed. Seed shall be stored in paper envelopes labeled with the date, location and species name.
- f. Cleaned seed shall be donated to a university or other research institution located in California that has modern cold-storage or other state-of-the-art facilities for keeping plant seed in good condition over the long term. Any required storage fees shall be paid by the project applicant.
- g. Location and habitat information for all localities of Jepson's linanthus found during pre-ground-clearing surveys shall be provided to CNDDDB during the calendar year that the locality is found.
- h. Results of each annual survey shall be provided in memo format, and shall include a figure showing the location of all Jepson's linanthus localities found to date within the project site.

Mitigation Monitoring: PRMD will review the annual survey memo and PRMD ARM staff shall verify that annual surveys of the expansion area are completed, voucher specimens and seed collected, locations marked, and that voucher specimens and cleaned seed are donated to a suitable research facility.

U/R 73.

Avoid disturbing active nests of raptors and other special-status birds through clearing surveys and creation of no-disturbance buffers during ground-clearing and grading activities associated with initiation of each mining phase. If site preparation activities are scheduled to occur during the general breeding season (February 1 through August 31), the following measures shall be implemented to avoid potential adverse effects to nesting raptors, other special-status birds, and bats:

- a. A qualified wildlife biologist shall conduct preconstruction surveys of all potential nesting habitat for raptors and other special-status birds within 300 feet of construction activities where access is available.
- b. If active nests of raptors or other special-status birds are found during preconstruction surveys, a no-disturbance buffer acceptable in size to CDFW shall be created around active raptor nests and nests of other special-status birds during the breeding season or until it is determined that all young have fledged. Buffers include 300 feet for raptors and 75 feet for other nesting special-status birds. The size of these buffer zones and types of construction activities restricted in these areas may be further modified through coordination with CDFW and will be based on existing noise and human disturbance levels at each project site. Nests initiated during construction are presumed to be unaffected and no buffer is necessary.

However, the “take” of any individual is prohibited.

Mitigation Monitoring: If site preparation activities are scheduled to occur during the breeding season (February 1 through August 31), PRMD will verify that preconstruction surveys are completed and buffer areas established through consultation with the CDFW, as necessary. PRMD ARM staff shall verify compliance at scheduled quarry inspections.

- U/R 74. Prior to clearing activities, surveys for special status bats shall be conducted. If evidence of special-status bats in trees on the property is observed by the wildlife biologist, the following measure is required. Removal of trees or other suitable habitat showing evidence of special-status bat activity will occur during the period least likely to impact the bats as determined by a qualified bat biologist (generally between February 15 and October 15 if winter hibernacula are observed or between August 15 and April 15 if maternity roosts are present). If known bat roosting habitat is destroyed during tree or other suitable habitat removal activities, artificial bat roosts shall be constructed in an undisturbed area of the property, at least 200 feet from any project activities. The design and location of the artificial bat roost(s) shall be determined by a qualified bat biologist.

Mitigation Monitoring: PRMD will verify that pre-clearing surveys are completed, avoidance times established, and habitat created, as necessary, prior to tree removal. PRMD ARM staff shall verify compliance with the project biologist’s requirements at scheduled quarry inspections.

- U/R 75. Prior to vegetation removal or grading on the expansion site, a survey of the site for California red-legged frog shall be conducted per the protocol established by the United States Fish and Wildlife Service (USFWS). If red-legged frogs are found, a work plan shall be developed addressing how to avoid impacts to this species. This plan shall be submitted to the USFWS and CDFW for review and comment.

Until such time that protocol surveys can be completed in their entirety, it is assumed the California red-legged frog inhabits the Wetland A area. Therefore, to protect the potential habitat until such time as the protocol study has been done and, if frogs are present, a work plan has been submitted, a protective buffer and continuing seasonal restrictions will be implemented. A buffer area as shown on Figure 4.3-5 will be maintained and no vegetation or grading will occur there.

Seasonal restrictions will be imposed during the winter period (November 15 – April 1). During this time period mining and excavation operations will not be conducted during extended rain events that produce overland flow. California red-legged frog dispersal typically occurs during these rainy periods and therefore, these seasonal restrictions of operations will provide another source of protection to any potentially occurring California red-legged frogs.

Mitigation Monitoring: The applicant shall avoid mining the protective buffer area until protocol surveys have been completed and a work plan approved by USFWS and CDFW. Prior to mining the protective buffer area, PRMD Project Review staff will verify that the applicant has obtained necessary clearances from USFWS for relocation of any red-legged frogs and an adaptive management plan. Ongoing monitoring and reporting to PRMD and USFWS shall be accomplished in compliance with the project biologist’s and USFWS requirements

- U/R 76. The operator shall not injure or destroy habitat used by foothill yellow-legged frogs (on Porter Creek near the confluences with Tributaries D and E), and/or northwestern pond turtle (at Wetland A on the project property and on the Less pond west of the project site). To accomplish this, a qualified biologist, capable of monitoring projects with potential habitat for these species, shall conduct a pre-clearing survey for these species no more than 14 days prior to grading or construction in suitable aquatic habitats within the project site, including stream crossings, drainage ditches, settling ponds, and culverts. The confluence of project site tributaries with Porter Creek shall also be surveyed for foothill yellow-legged frog and northwestern pond turtle to determine if the species is present near tributaries draining the site. If these species are found

near any proposed construction areas, impacts on individuals and their habitat shall be avoided. In addition, if any species are found during pre-clearing surveys, a work plan addressing how to avoid impacts to these species shall be submitted to USFWS and CDFW for approval prior to construction. If occupied habitat can be avoided, an exclusion zone shall be established around the habitat and temporary plastic exclusion fencing shall be installed around the buffer area with "Sensitive Habitat Area" signs posted and clearly visible on the outside of the fence. If avoidance is not possible and the species is determined to be present in work areas, a qualified biologist with appropriate permits from USFWS and CDFW may capture frogs and turtles prior to construction activities and relocate them to nearby, suitable habitat out of harm's way (e.g., downstream from the work area or as designated by the agency). Exclusion fencing shall then be installed to prevent these animals from re-entering the work area. For the duration of work in these areas the biologist shall conduct monthly follow-up visits to monitor effectiveness of the mitigations.

Mitigation Monitoring: Prior to mining aquatic habitats on the site, PRMD will verify that the applicant has conducted the pre-clearing surveys and, if northwestern pond turtles or foothill yellow-legged frogs are found, that a work plan has been approved by USFWS and CDFW. USFWS and CDFW will be responsible for monitoring for compliance with the work plan. Ongoing monitoring and reporting to PRMD ARM staff, CDFW, and USFWS shall be done in compliance with the project biologist's, CDFW, and USFWS requirements.

- U 77. The project applicant shall prepare a formal wetland delineation in accordance with 1987 Corps of Engineers Wetlands Delineation Manual and have it verified by the U.S. Army Corps of Engineers (Corps). If the Corps and/or CDFW determine that the potentially affected water-associated feature is jurisdictional, then the applicant shall obtain appropriate wetland permits and implement all conditions contained in the Section 404 Clean Water Act permit (possibly a Nationwide permit) from the Corps, Section 1603 Streambed Alteration Agreement from CDFW, and/or Section 401 water quality certification from the Regional Water Quality Control Board.

Mitigation Monitoring: Prior to mining the expansion area, PRMD staff will verify that wetlands have been formally delineated and verified by the U.S. Army Corps of Engineers and conditions established in required permits are complied with.

- U 78. The applicant shall compensate for the loss of jurisdictional wetlands at a 2:1 ratio (or as agreed to by the permitting agencies) within the project site boundary, or at a 3:1 ratio (or as agreed to by the permitting agencies) off-site within the local watershed, by creating, restoring or enhancing waters of the U.S., contributing in-lieu funds to an existing or new restoration project preserved in perpetuity, or purchasing wetland creation credits at an approved wetland mitigation bank. The restoration effort shall require implementation of a five-year monitoring program with applicable performance standards (as agreed to by the permitting agencies), including but not limited to: 80 percent survival rate of restoration plantings; restoration species that are native to the local watershed; absence of invasive plant species; erosion features will be remediated; and a functioning, and self-sustainable wetland system will be maintained.

Mitigation Monitoring: Prior to mining the expansion area, PRMD staff will verify that wetlands have been formally delineated and wetlands are created and/or mitigation fees paid in accordance with resource agency approvals.

- U/R 79. Obtain a Streambed Alteration Agreement from CDFW pursuant to Section 1603 of the California Fish and Game Code for removing on-site ephemeral drainages. Mitigation measures designed to offset streambed-related impacts may include on-site creation of drainage habitats (unlikely) and/or enhancement of existing drainage habitats. Off-site mitigation may also be an option. Mitigations could include conducting stream and riparian enhancement projects identified by CDFW, Sonoma Resource Conservation District, or Friends of the Mark West, as approved by CDFW. Mitigation measures will be finalized in coordination with the CDFW through the Streambed Alteration Agreement process.

Mitigation Monitoring: The Streambed Alteration Agreement shall be obtained by the applicant prior to removal of on-site ephemeral drainage. CDFW shall be responsible for monitoring to ensure compliance with the Agreement. The applicant shall provide PRMD a copy of the Agreement.

Noise

- U 80. If overburden is removed in areas that have a clear path to the two residences to the west of the quarry (Residences R1 and R2 on Figure 4.5-5) for longer than a single construction period (an 8-month period), the applicant shall shield the mobile equipment from the two residences. This can be accomplished by removing overburden starting in the east and retaining a slope between the mobile equipment and the residences to the west. The detailed mining plan required by Mitigation Measure 4.1-D.1 shall delineate the methodology that will be used to maintain a topographical barrier between operating mobile equipment in the overburden area and the receptors to the west.

Mitigation Monitoring: PRMD ARM Staff will periodically monitor compliance with blasting mitigations during scheduled quarry inspections. PRMD Code Enforcement will investigate all noise complaints and shall ensure compliance from the permit holder.

- U 81. When blasting within 600 feet of a residence limit the charge weight per delay to a maximum of 60 pounds. Monitor vibration levels at the residence to confirm that the vibration level is less than 0.5 inch/sec PPV. If not, further limit the charge weight per delay until that target vibration level is achieved.

Mitigation Monitoring: PRMD ARM staff shall monitor for compliance during scheduled quarry inspections or more frequently if it receives complaints from neighboring property owners.

Climate Change

- U 82. Prior to clearing in the expansion area or vesting the Use Permit, the applicant shall offset all remaining GHG emissions above the threshold of 1,100 MT CO₂e/year. Any offset of project emissions shall be demonstrated to be real, permanent, verifiable, enforceable, and additional as determined by PRMD at its sole discretion. To the maximum extent feasible, as determined by PRMD, offsets shall be implemented locally. If the operator can demonstrate that the quarry emission levels are less than 1,100 MT CO₂e/year or whatever State or BAAQMD threshold is adopted in the future, then offsets will no longer be required. Offsets may include but are not limited to the following (in order of preference):

- a. Applicant funding of local projects, subject to review and approval by PRMD, that will result in real, permanent, verifiable, and enforceable, and additional reduction in GHG emissions. If the BAAQMD or Sonoma County develops a GHG mitigation fund, the applicant may instead pay into this fund to offset GHG emissions in excess of the significance threshold.
- b. Purchase of carbon credits to offset emissions below the significance threshold for the 20-year mining period. Only State Air Resource Board carbon offset credits, credits verified and registered with the Climate Action reserve, or available through a County-approved local GHG mitigation bank or fund may be used to offset project emissions.

Mitigation Monitoring: PRMD staff will verify that the applicant has met the funding or carbon credit purchase requirement prior to mining of the expansion area.

Visual Resources

- U/R 83. Within the first year after project approval, Douglas fir trees or alternative evergreen species acceptable to the County shall be planted in the area where the trees are shown screening some of the solar panels in Figure 4.7-4. A certified arborist or landscape architect shall develop a final

tree plan for this area. The plan shall meet at least the following requirements unless the arborist can demonstrate that substitute measures would meet the success criteria listed at the end of this mitigation. At least 30 trees shall be planted. The trees shall be fertilized, irrigated, protected, and maintained until they are five years old. Any trees dying within that period shall be replanted until there are 30 new live trees that have been alive for at least seven years. Compacted ground shall be broken to an area three times the diameter of the root ball prior to planting to allow root growth. Trees shall be watered weekly by the property owner in weeks with no natural precipitation (usually April 15 through October 15 of each year), and for the first three years after planting they shall be watered three times per week when temperatures exceed 100 F. The planting shall meet the following success criteria: 1) the trees being at least 20 feet tall after seven years; and 2) sufficient trees shall be planted to provide the screening shown on Figure 4.7-4. Trees are self-sustaining for a period of 5 years. The plan will be reviewed and approved by the County prior to expansion of mining.

Mitigation Monitoring: The applicant shall implement and PRMD ARM staff shall review and approve the plan prior to expansion of mining onto the expansion parcel. PRMD ARM staff shall review for ongoing compliance during its scheduled quarry inspections.

Public Services

- U 84. Prior to vegetation removal or mining of the expansion area, the project applicant shall provide to the Sonoma County Fire and Emergency Services Department an affirmative covenant, that includes a vegetation management maintenance agreement approved by the County Fire Marshal, which shall run with the land in perpetuity.

Mitigation Monitoring: PRMD staff shall confirm the covenant has been successfully completed prior to expansion of mining onto the expansion parcel.

Hazards and Hazardous Materials

- U 85. Prior to clearing or mining in the expansion area, the applicant shall prepare a revised Spill Prevention, Control and Counter Measure Plan (SPCCMP) in conformance with the requirements of the Code of Federal Regulations 40CFR112. A copy of the SPCCMP shall be submitted to the Sonoma County Department of Emergency Services to demonstrate completion of the mitigation.

Mitigation Monitoring: Prior to the handling and storage of hazardous waste, PRMD will verify that appropriate approval has been obtained for the generation or storage of hazardous waste.

- U 86. If hazardous waste is generated or stored, then the operator shall comply with hazardous waste generator laws and AB2185 requirements and obtain a permit or approval from the C.U.P.A. or the participating agency. The applicant shall submit a copy of a current permit to the Permit and Resource Management Department Health Specialist to verify compliance.

Mitigation Monitoring: Prior to the handling and storage of hazardous waste, PRMD will verify that appropriate approval has been obtained for the generation or storage of hazardous waste.

- U 87. All hazardous waste materials shall be stored, handled and managed in accordance with the approved site plan and hazardous materials plan so as to reduce the potential for any spillage. No soil or other material containing hazardous or toxic waste shall be imported to the quarry.

Mitigation Monitoring: In conjunction with ongoing quarry inspections, PRMD ARM staff and Fire and Emergency Services staff will verify compliance with the hazardous materials management plan.

Cultural Resources

- U/R 88. If concentrations of prehistoric or historic-period materials (other than the GANDA-571-01H resource) are encountered during ground-disturbing work at the project location, all work in the immediate vicinity will be halted until a qualified archaeologist can evaluate the finds and make recommendations. The applicant/operator must immediately notify PRMD of the find. Historic-period features that may be present include backfilled privies, wells, and refuse pits; concrete, stone, or wood structural elements or foundations; and concentrations of metal, glass, and ceramic refuse. Prehistoric cultural remains might include obsidian and chert flaked-stone tools (e.g., projectile points, knives, choppers), midden (culturally darkened soil containing heat-affected rock, artifacts, animal bone, or shellfish remains), and/or stone milling equipment, such as mortars and pestles. The operator shall provide training to all personnel in cultural resource protection from a qualified cultural resource specialist prior to expansion. Evidence of the training plan shall be provided to PRMD.

Mitigation Monitoring: The archaeologist, if required, will submit a report to PRMD ARM staff. No mining will be allowed in the area where the cultural resource was found until authorized by PRMD. PRMD staff will verify that cultural resource training has been provided.

- U/R 89. If human remains are encountered, work in the immediate vicinity will stop and the operator shall notify PRMD and the Sonoma County Coroner immediately. At the same time, the operator shall hire a qualified archaeologist will be contacted to evaluate the discovery. If the human remains are determined to be of Native American origin, the Coroner must notify the Native American Heritage Commission within 24 hours of this identification.

Mitigation Monitoring: PRMD will coordinate with the qualified archaeologist, the Sonoma County Coroner, the California Native American Heritage Commission and local Native American Heritage Commission should Native American burials be discovered. No mining of the area where the remains were found will be allowed until authorized by PRMD.

- U/R 90. If paleontological resources are found, all work in the vicinity of the find must cease, and a paleontologist and PRMD staff must be notified to develop proper mitigation measures required for the discovery. No earthwork in the vicinity of the find shall commence until a mitigation plan is approved and completed subject to the review and approval of the paleontologist and Project Review staff. This condition shall be noted on all grading and construction plans and provided to all contractors and superintendents on the job site. Paleontological resource protection shall be included in the staff training program.

Mitigation Monitoring: PRMD ARM staff will coordinate with the qualified paleontologist and ensure that a monitoring plan is developed in accordance with the above condition.

EXHIBIT "C"
FORM OF DEED RESTRICTION

RECORDED AT THE REQUEST OF:

Dean Soiland
1060 N. Dutton Avenue
Santa Rosa, CA 95401-5011

WHEN RECORDED RETURN TO:

County of Sonoma
Permit & Resource Management Department
Attn: Sigrid Swedenborg
2550 Ventura Avenue
Santa Rosa, California 95403

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

This Declaration of Covenants, Conditions, and Restrictions ("Declaration") is made on this ___ day of _____, 2014, by Bodean Company, Inc. ("Declarant") and shall inure to the benefit of the County Of Sonoma ("the County").

RECITALS

Whereas, Declarant is the owner of that certain real property more particularly described in Exhibit "A," attached hereto and incorporated herein by this reference, and commonly known and referred to as 4411 Porter Creek Road, Santa Rosa, APN 120-210-048 ("the Vested Parcel");

Whereas, Declarant operates a rock quarry on a portion of the Vested Parcel;

Whereas, mining and processing activities take place on the Vested Parcel pursuant to previously issued use permits;

Whereas, Declarant filed Application PLP09-0035 ("the Application") for a zone change, surface mining use permit, and revised reclamation plan for expansion of its mining operations;

Whereas, in response to the Application, the Board of Supervisors has adopted Resolution No. _____;

Whereas, the surface mining use permit ("the Surface Mining Use Permit") and revised reclamation plan approved in Resolution No. _____ authorize expansion of the mining and processing activities onto portions of APNs 120-210-031 and 120-210-006 ("the Expansion Area");

Whereas, as referenced in Section 4.7 of Resolution No. _____, Declarant made a voluntary offer to implement certain conditions of approval on the Vested Parcel during the term

of the Surface Mining Use Permit, in addition to implementing conditions of approval on the Expansion Area. Declarant made this offer on the condition that implementing the Surface Mining Use Permit conditions in this way will not supersede, alter, or waive any of Declarant's vested rights except during the term of the Surface Mining Use Permit as described herein. In other words, Declarant's existing vested rights will continue after the expiration of the Surface Mining Use Permit as if the Surface Mining Use Permit and this Declaration had never applied;

Whereas, the Board of Supervisors considers Declarant's voluntary offer as an essential part of the Surface Mining Use Permit and has relied on the offer in deciding to approve the issuance of the Surface Mining Use Permit;

AGREEMENT

Now, Therefore, Declarant hereby declares that the Vested Parcel will be held, transferred, encumbered, used, sold, conveyed, leased, and occupied, subject to the covenants, conditions and restrictions set forth herein.

1. Declaration of Applicability of Conditions of Approval to Vested Parcel.

Declarant hereby declares that the conditions of approval for the Surface Mining Use Permit, which said conditions of approval are attached hereto as Exhibit "B," and incorporated herein by this reference, shall apply to and govern activities on the Vested Parcel for so long as the Surface Mining Use Permit remains in effect. It is Declarant's intention that implementing that Surface Mining Use Permit conditions in this way does not supersede, alter, or waive any of Declarant's vested rights except during the term of the Surface Mining Use Permit as described herein. In other words, Declarant's existing vested rights will continue after the expiration of the Surface Mining Use Permit as if the Surface Mining Use Permit and this Declaration had never applied.

2. Binding Effect; Assignment. The foregoing covenants, conditions, and restrictions shall run with the land and will be binding upon Declarant and its successors in interest.

3. Modifications. This Declaration may only be amended by a writing, approved by both Declarant, or its successors in interest, and the County and recorded with the Recorder's Office of the County of Sonoma, California.

Declarant:

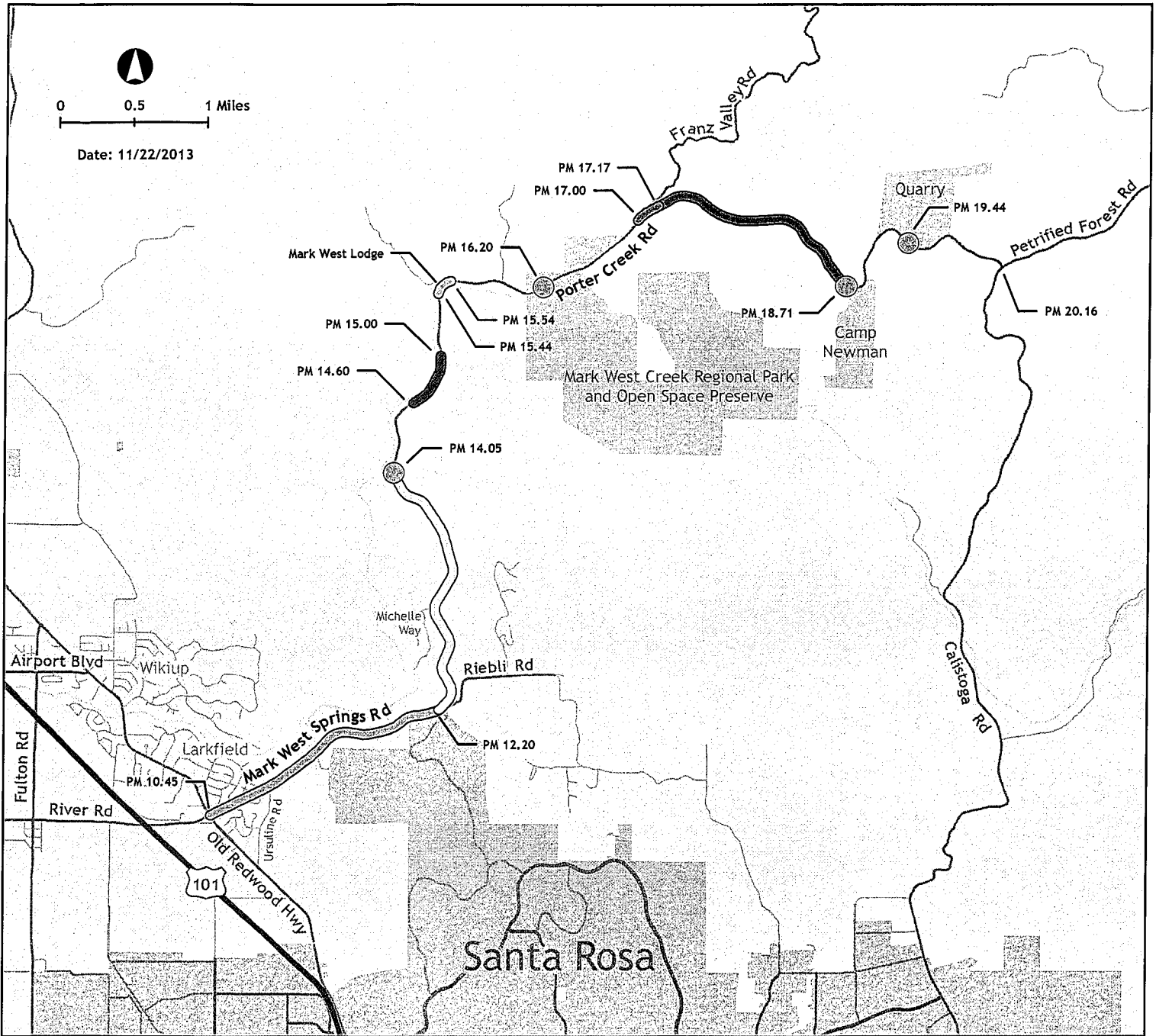
Dean Soiland, President
BoDean Company, Inc.

Date:

Bicycle and Pedestrian Safety Improvements

Mark West Springs Road and Porter Creek Road

Sonoma County Department of
Transportation and Public Works



| Category | Road Name | Road ID | Post Mile | Est. Cost (\$) | Alt. 4' Bike Lane (\$) |
|----------------------------------|----------------------|---------|-------------|----------------|------------------------|
| Widen, Stripe, Sign - Fair Share | Mark West Springs Rd | 8801A | 12.20 14.05 | 230,000 | |
| Widen, Stripe, Sign | Porter Creek Rd | 8801B | 17.17 18.71 | 770,000 | 38,500 |
| Stripe, Sign | Mark West Springs Rd | 8801A | 10.45 12.20 | 43,750 | |
| | Mark West Springs Rd | 8801A | 15.44 15.54 | 2,500 | |
| Stripe by County | Porter Creek Rd | 8801B | 17.00 17.17 | | |
| Pave Turnouts | Mark West Springs Rd | 8801A | 14.60 15.00 | 15,000 | |
| Flashing Beacons | Mark West Springs Rd | 8801A | 14.05 | 20,000 | |
| | Porter Creek Rd | 8801B | 16.20 | 20,000 | |
| | Porter Creek Rd | 8801B | 18.71 | 20,000 | |
| | Porter Creek Rd | 8801B | 19.44 | 20,000 | |

ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF SUPERVISORS, COUNTY OF SONOMA, STATE OF CALIFORNIA, AMENDING THE OFFICIAL ZONING DATABASE OF THE COUNTY OF SONOMA, ADOPTED BY REFERENCE BY SECTION 26-02-110 OF THE SONOMA COUNTY CODE, TO ADD THE MR (MINERAL RESOURCE) COMBINING DISTRICT TO A 33 ACRE PORTION OF APN NO. 120-210-031 LOCATED AT 4411 PORTER CREEK ROAD, SANTA ROSA.

The Board of Supervisors of the County of Sonoma, State of California, ordains as follows:

SECTION I: The Official Zoning Database (OZD) of the County, adopted by reference by Section 26-02-110 of the Sonoma County Code, is amended by reclassifying the following real property from the RRD (Resources and Rural Development) Districts to add the MR (Mineral Resource) combining district on a 33 acre portion of APN 120-210-031 located on the east side of Porter Creek Rd. approximately one-half mile northwest of the Porter Creek Road/Calistoga Road/Petrified Forest Road intersection also known as 4411 Porter Creek Road, Santa Rosa, File No. PLP09-0035. The Director of the Permit and Resource Management Department is directed to reflect this amendment to the OZD of the County as shown on Sectional District Map No. _____.

SECTION II: An Environmental Impact Report was Certified by the Board of Supervisors and found to be in compliance with CEQA

SECTION III: 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: 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, passed and adopted this 10th day of December, 2013, on regular roll call of the members of said Board by the following vote:

SUPERVISORS:

Gorin: McGuire: Carrillo: Zane: Rabbitt:

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:

Veronica A. Ferguson
Clerk of the Board of Supervisors

Sonoma County Bicycle & Pedestrian Advisory Committee

| | |
|----------------------|---------------------------------|
| Christopher Woodcock | 1 st District |
| Michael Eunice | 1 st District (Alt.) |
| Joe Morgan (Chair) | 2 nd District |
| Erick Ratliff | 2 nd District (Alt.) |
| Vincent Hoagland | 3 rd District |
| Jenna Loceff | 3 rd District (Alt.) |
| Bill Harrison | 4 th District (Alt.) |
| Tim Gonzalez | 5 th District |



MEMORANDUM

Date: November 21, 2013

To: Jennifer Barrett, Deputy Director of PRMD

From: Steven Schmitz, SCBPAC Staff

Re: Summary of SCBPAC's Discussion Regarding Mark West Quarry Project

Per your request, provided below is a summary of the discussion among the members of the Sonoma County Bicycle and Pedestrian Advisory Committee (SCBPAC) during their meeting on Wednesday, November 20, 2013 regarding the potential mitigation measures for the proposed Mark West Quarry Expansion project.

Under staff reports on the agenda, regarding mitigations for the proposed Mark West Quarry Expansion Project, staff said that comments on the project were originally submitted to PRMD on behalf of the committee in May 2009 requesting, as conditions of project approval, that the quarry establish a truck driver education program and provide shoulder sweeping on roadways adjacent to the quarry. Since these comments were submitted, an EIR was completed on the project and found unavoidable impacts to bicyclists as a result of the project. After a public hearing before the Board of Supervisors, PRMD staff was asked by the Board to continue working with the quarry applicant to identify additional mitigation measures to reduce the impacts of the project on bicyclists.

Staff outlined the additional potential mitigation measures for the project that are being proposed by Transportation and Public Works and PRMD, including striping and signing for Class II bicycle lanes along portions of Mark West Springs Road and Porter Creek Road. Additional mitigation measures include installing bicycle-activated flashing beacons and widening pullouts at several locations where roadway shoulders cannot be provided, and sweeping and vegetation management. Staff pointed out that several segments only have 4-foot wide shoulders, while the County's standard for Class II bicycle lanes is 5-foot wide paved shoulders. Staff is considering a design exception to allow 4-foot wide shoulders for Class II bicycle lanes along some roadway segments for this project.

Amy Lyle of PRMD added that the Board of Supervisors would be further discussing any additional mitigation measures for the project during a public hearing scheduled to take place during the morning on Tuesday, December 10. Committee members and bicycle advocates are encouraged to attend the public hearing to express their opinions.

Committee member Tim Gonzalez said he that he was concerned that this could be setting a precedent to allow 4-foot wide shoulders as Class II bicycle lanes on other roadways in the County. Staff said that it should be made clear that allowing for 4-foot wide paved shoulders for Class II bicycle lanes along some of the roadway segments related to the Mark West Quarry project is a design exception only for this project. Committee member Joe Morgan said that he was disappointed that the committee was not notified or involved earlier in the mitigation negotiation process with the quarry applicant. Gary Helfrich of the Sonoma County Bicycle Coalition said that he supports allowing for flexibility in shoulder width along some roadway segments per AASHTO guidelines, as necessary, to allow for additional Class II bicycle lanes as mitigation measures for the quarry project.

The committee agreed that, given the right-of-way and topographical constraints along several segments of Mark West Springs Road and Porter Creek Road, a design exception allowing for Class II bicycle lanes with 4-foot wide paved shoulders, where necessary, would be acceptable. Such a design exception should be contingent upon agreement that the quarry applicant would also provide periodic shoulder sweeping and roadside vegetation trimming along Mark West Springs Road and Porter Creek Road. Staff said that a summary of this discussion would be provided to staff of PRMD and the Transportation and Public Works Department in preparation for their continued negotiations with the quarry applicant.

Cc: Jason Nutt, Mitch Simson, Sigrid Swedenborg, Amy Lyle