

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

TUESDAY

AUGUST 28, 2018

8:30 A.M.

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

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

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

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

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

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

Public Transit Access to the County Administration Center:

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

Santa Rosa CityBus: Rt. 14

Golden Gate Transit: Rt. 80

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

APPROVAL OF THE CONSENT CALENDAR

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

PUBLIC COMMENT

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

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

I. APPROVAL OF THE AGENDA

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

II. CONSENT CALENDAR

HUMAN RESOURCES/BOARD OF SUPERVISORS

AND

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

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

AND

COMMUNITY DEVELOPMENT COMMISSION

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

1. Creation of New Emergency Management Job Classifications:
 - A) Adopt a Concurrent Resolution amending the Salary Resolution No. 95-0926, Appendix A – Salary Tables, Department Heads – Unit 052, to establish the new classification and salary for Director of Emergency Management, and Administrative Management – Unit 50, to establish the new classification and salary for Emergency Alert and Warning Program Manager, effective August 28, 2018.
 - B) Introduce the Ordinance exempting the Director of Emergency Management from the Civil Service System. (First Reading)
 - C) Adopt a Resolution adding 1.0 full-time equivalent Director of Emergency Management and 1.0 full-time equivalent Emergency Alert and Warning Program Manager to the Fire and Emergency Services Department, effective August 28, 2018.

COUNTY ADMINISTRATOR/ FIRE AND EMERGENCY SERVICES

2. Extend Proclamation of Local Emergency Due to Sonoma Complex Fire:
Adopt a Resolution Extending the Proclamation of Local Emergency Issued on October 9, 2017, for another 30 Days Due to Damage Arising from the Complex Fire. (4/5th Vote Required)

COUNTY ADMINISTRATOR

3. LAFCO Memorandum of Understanding:
Authorize the County Administrator to sign the Memorandum of Understanding for the Sonoma Local Agency Formation Commission for Fiscal Year 2018-19.
4. Recovery Update:
Receive an update on the status of recovery operations, planning, seeking of funding opportunities, community engagement and status of recovery plan.

AUDITOR-CONTROLLER-TREASURER-TAX COLLECTOR /COUNTY COUNSEL

5. Resolution Rescinding Tax Sale of Real Property Commonly Addressed as 948 Leddy Avenue, Santa Rosa, California:
Adopt a Resolution determining the real property commonly addressed as 948 Leddy Avenue, Santa Rosa, California, and more particularly identified by Sonoma County Assessor Parcel Numbers 035-091-022 and 035-091-025 should not have been sold at tax sale; making findings of fact in support of said determination; rescinding the tax sale; and authorizing and directing the Tax Collector to record a Rescission of Tax Deed releasing any and all interest in said property transferred by the tax deed recorded on October 27, 2016.

GENERAL SERVICES

6. Approval of Construction Contract for the Sonoma Veteran’s Hall Kitchen Upgrades:
A) Authorize the Chair of the Board to approve a contract with CWS Construction in the amount of \$372,000, for the designated kitchen improvements and associated accessibility upgrades at Sonoma Veterans Memorial Hall.
B) Adopt a resolution authorizing budgetary adjustments to the 2017-18 Final Budget for the General Services Department, in the amount of \$70,000, necessary for the Sonoma Veterans Memorial Building kitchen and upgrade project.
(4/5th Vote Required)

HEALTH SERVICES

7. Tobacco Retailer Licensing Ordinance:
Adopt an ordinance amending Chapter 32A of the Sonoma County Code to lower the minimum age for persons selling tobacco from 21 to 18 years. (Ready for Adoption)

AUDITOR-CONTROLLER-TREASURER-TAX COLLECTOR/HEALTH SERVICES/ ECONOMIC DEVELOPMENT BOARD

8. Cannabis Ordinance Amendments:
A) Adopt an ordinance amending Chapter 14 of the Sonoma County Code to allow adult use cannabis businesses, harmonize with State cannabis laws where appropriate, and make other minor amendments; (Majority) (Second Reading – Ready for Adoption); and
B) Adopt an ordinance amending Chapter 35 of the Sonoma County Code to make certain administrative changes; (4/5th Vote Required) (Second Reading – Ready for Adoption).
C) Approve the appointment of three members to serve on the Sonoma County Cannabis Advisory Group
(4/5th Vote Required)

PERMIT AND RESOURCE MANAGEMENT

9. Planning Consultant Contract Amendment – e360 LLC:
- A) Authorize the Director of Permit Sonoma to execute an amendment to an agreement with planning consultant, e360 LLC, increasing the contract amount by \$1,190,000, resulting in a new not-to-exceed amount of \$1,765,000 through December 31, 2019, to provide planning-related services.
 - B) Adopt a resolution approving a budget increase for FY 18-19 revenue and expenditure appropriations by \$800,000 to cover anticipated costs in FY 18-19.
- (4/5th Vote Required)

PRESENTATIONS/GOLD RESOLUTIONS

PRESENTATIONS AT THE BOARD MEETING

(Gold resolutions will be presented at 11:00 A.M.)

- 10. Adopt a Gold Resolution proclaiming September 2018 as National Preparedness Month for Sonoma County. (Fire and Emergency Services)
- 11. Adopt a Gold Resolution commending Xavier Polk, Fred Ptucha and David Wahlstrom of Climbers for Peace in Iran for the vision and courage they demonstrated by reaching out to the Iranian people to promote World Peace for all people. (Third District)
- 12. Adopt a Resolution Endorsing the Diesel Free By '33 Statement of Purpose to cut use of diesel to zero by 2033. (Third District)
- 13. Adopt a Resolution Supporting Medicare, Medicaid, and Social Security programs. (Third District)

PRESENTATIONS ON A DIFFERENT DATE

- 14. Adopt a Gold resolution recognizing the County employee participation in the annual Day of Caring event on Wednesday, September 19, 2018, in partnership with the City of Santa Rosa. (Human Resources)

III. 8:45 A.M. - PUBLIC COMMENT ON MATTERS NOT LISTED ON THE AGENDA BUT WITHIN THE SUBJECT MATTER JURISDICTION OF THE BOARD AND ON BOARD MEMBER REPORTS

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

IV. REGULAR CALENDAR

HUMAN RESOURCES

15. Memorandum of Understanding extension between the County of Sonoma and the Deputy Sheriffs' Association:
Adopt a Resolution approving an extension and associated benefits changes to the Memorandum of Understanding (MOU) between the County of Sonoma and the Deputy Sheriff's Association (DSA) for the period of August 28, 2018 through March 31, 2019.
16. Memorandum of Understanding extension between the County of Sonoma and the Deputy Sheriffs' Law Enforcement Management Unit:
Adopt a Resolution approving an extension and associated benefits changes to the Memorandum of Understanding (MOU) between the County of Sonoma and the Deputy Sheriffs' Law Enforcement Management Unit for the period of August 28, 2018 through March 31, 2019.

AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT

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

17. Donnell Ranch Conservation Easement Acquisition:
Adopt resolution of the Board of Directors of the Sonoma County Agricultural Preservation and Open Space District authorizing the acquisition of a conservation easement for \$3,812,000 over the Donnell Ranch property, making certain findings, and authorizing and directing the General Manager to take all other actions necessary to establish a conservation easement.
(First District)

BOARD OF SUPERVISORS

18. Board Sponsorship:
Approve a board sponsorship in the amount of \$5,000 for the Petaluma Educational Foundation.
(Second District)

V. 11:00 A.M. - PRESENTATIONS/GOLD RESOLUTIONS

VI. PUBLIC COMMENT ON CLOSED SESSION ITEMS

VII. CLOSED SESSION CALENDAR

19. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Anticipated Litigation. Potential initiation of litigation pursuant to Government Code section 54956.9(d)(4). 1 case. Code Enforcement matter re property at 1340 Dry Creek Road, Healdsburg; APN 089-040-019; District 4.
20. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Anticipated Litigation. Significant exposure to litigation and potential initiation of litigation pursuant to Government Code Sections 54956.9(d)(2) & (4). 1 case. Re: Code Enforcement matter re: property at 3062 Adobe Rd., Petaluma; APN 017-070-023; District 2.

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

VIII. REGULAR AFTERNOON CALENDAR

22. **RECONVENE FROM CLOSED SESSION**
23. **REPORT ON CLOSED SESSION**
24. **REPORT ON CLOSED SESSION FROM THE AUGUST 7, 2018 MEETING**

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

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

NOTE: The next Regular meeting will be held on September 11, 2018, at 8:30 a.m.

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

September 11, 2018 – Transportation and Public Works - Salmon Creek, Jenner and Freestone Water District Financing.



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

Board Agenda Date: August 28, 2018

Vote Requirement: Majority

Department or Agency Name(s): Human Resources

Staff Name and Phone Number:

Christina Cramer, 565-2988

Supervisorial District(s):

Title: Creation of New Emergency Management Job Classifications

Recommended Actions:

- A. Adopt a Concurrent Resolution amending the Salary Resolution No. 95-0926, Appendix A – Salary Tables, Department Heads – Unit 052, to establish the new classification and salary for Director of Emergency Management, and Administrative Management – Unit 50, to establish the new classification and salary for Community Alert and Warning Program Manager, effective August 28, 2018.
- B. Introduce the Ordinance exempting the Director of Emergency Management from the Civil Service System. (First Reading)
- C. Adopt a Resolution adding 1.0 full-time equivalent Director of Emergency Management and 1.0 full-time equivalent Community Alert and Warning Program Manager to the Fire and Emergency Services Department, effective August 28, 2018.

Executive Summary:

The County's Human Resources Department is responsible for managing the County-wide classification and compensation plan. Periodically, new job classifications are established in response to new or changing operations and job responsibilities. New job classifications and allocation changes must be adopted by the appropriate Board or Commission.

This report reflects work that Human Resources has completed in response to recent direction and decisions by the Board of Supervisors to enhance the County's emergency services and alert and warning programs and by establishing a new Emergency Management Department. Specifically, the recommended actions establish two new job classifications: Director of Emergency Management and Community Alert and Warning Program Manager, and add allocations for these positions. Establishing

these classifications and adding the positions will allow for recruitment of these positions to begin promptly, even as the structure of the new department is being finalized.

Discussion:

As a result of Sonoma Complex Fires, the Board directed staff to assess and make recommendations regarding the County's Emergency Management program and the County's alert and warning program capabilities. At their June 11, 2018 meeting, the Board directed staff to strengthen the emergency services functions by establishing a new department – Emergency Services Department, and adding new positions and new budget appropriations. Discussed was the specific need to have a new director level position to oversee the County's emergency management program, and a new program manager to manage and focus on the County's community alert and warning program. Human Resources completed the classification work and present two new classification for adoption to the County's Classification Plan.

Director of Emergency Management Department

The Director will plan, coordinate, and manage the activities of the County's Emergency Management program; ensure appropriate processes, protocols training, and systems are in place for the full scope of possible emergencies or disasters; coordinate the County's continuity of operations plan; and will work collaboratively with local agencies and state and federal organizations in keeping with the overall Sonoma County Emergency Management program. The full job description is Attachment A.

Human Resources conducted a salary review of the County's typical comparator agencies and conducted an internal equity review. The County of Sonoma is unique in that it has determined the need for a department head level position in order to ensure the importance, priorities, and capabilities of the County's Emergency Management Program is effectively managed. Therefore, the salary as recommendation is based on internal equity and must be appropriate to attract and retain experienced and established leaders in the field of emergency management.

Civil Service Ordinance

In November 1994, the voters approved changes to the Civil Service Ordinance that allow the Board of Supervisors to exempt department head positions from the Civil Service System. In order to establish the proposed position as a department head and unclassified, which means an at-will position that serves at the pleasure of the Board, the Civil Service Ordinance must be amended. This involves a two-part process in which there is a first reading and the introduction of the ordinance (Attachment B) on August 28, 2018, and at the Board's next meeting on September 11, 2018, the Ordinance will be officially approved. Technically, the effective date of the ordinance change will be 30 days from the date of the Board's final approval. However, this does not prohibit the initiation of recruitment efforts for the Director.

Recommendations:

Adopt the new job classification of Director of Emergency Management and the respective salary at \$13,972 top monthly step, and introduce the Ordinance Exempting the Director of Emergency Management from the Civil Service System, and add the position allocation to the Department of Fire and Emergency Services.

Assuming the classification is adopted, a recruitment for this position is forthcoming with an estimated opening date early September, 2018.

Note: the actual Department of Emergency Management is not in the County's system as of yet in order to be able to add an allocation. An allocation must be established in order to fill a position with an incumbent. As such the allocations are being added to the Emergency Management division of the Fire and Emergency Services Department. Once the final structure, including internal technical support, is finalized the positions will be properly housed in Emergency Management Department.

Community Alert and Warning Program Manager

The manager will plan, manage, and coordinate the operations of the County's Community Alert and Warning Program; will serve as the County liaison with other organizations involved in alert and warning programs and systems, locally and statewide; manage vendors and services; and play a key role in the communities awareness and education about alert and warning systems and general disaster preparedness. The Civil Service Commission adopted the job classification specification at their June 7, 2018 Civil Service meeting. The full job description, as approved by the Civil Service Commission, is Attachment C.

Human Resources researched similar positions in the County's typical comparator counties and did not find sufficient match classes to determine a market based salary. Again, the County of Sonoma is unique in its commitment to establish positions to address newly identified needs and expertise as result of the learnings and assessment of the Sonoma Complex Fires and in its Emergency Management Program. Therefore, the salary must be based on internal equity with the Director of Emergency Management and the conceptual position of a future, new deputy director of Emergency Management.

Recommendation:

Adopt the new job classification of Community Alert and Warning Program Manager and the respective salary at \$10,585 top monthly step, and add the position allocation to the Department of Fire and Emergency Services.

A recruitment is being planned for this position and is forthcoming.

The same note above applies to the position allocation.

Human Resources continues to work on the classification projects related to the Board's desire to strengthen the County's Emergency Management Program. The recommendations in this report address the highest priority positions.

Prior Board Actions:

6/11/2018: Board of Supervisors approved estimated budget and conceptual positions to enhance the County's Emergency Management program.

June 2018, Budget Hearings: Board approved budget for anticipated new department and positions.

8/14/2018: Board of Supervisors approved the establishment of a new Department of Emergency Management.

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

The new classifications being established are directly related to the County’s Emergency Management Program, which is intended to ensure the safety and wellbeing of the Sonoma County community in times of emergency or disaster.

Fiscal Summary

Expenditures	FY 18-19 Adopted	FY 19-20 Projected	FY 20-21 Projected
Budgeted Expenses	\$257,848	\$442,026	\$442,026
Additional Appropriation Requested			
Total Expenditures	\$257,848	\$442,026	\$442,026

Funding Sources

General Fund/WA GF	\$257,848	\$442,026	\$442,026
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	\$257,848	\$442,026	\$442,026

Narrative Explanation of Fiscal Impacts:

The ongoing annual cost, including salary and benefits of the Director of Emergency Service is estimated to be approximately \$251,496. The estimated expenses for this fiscal year are \$146,706 and are based on filling the position in December 2018.

The ongoing annual cost, including salary and benefits of the Community Alert and Warning Program Manager is estimated to be approximately \$190,530. The estimated expenses for this fiscal year are \$111,142 and are based on filling the position in December 2018.

Staffing Impacts

Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Director of Emergency Management	\$11,495-\$13,972	1.0	
Community Alert and Warning Program Manager	\$8,709-\$10,585	1.0	

Narrative Explanation of Staffing Impacts (If Required):

2.0 FTE added to the Fire and Emergency Service Department Position Allocation List as a temporary location until the technical and system aspects of the new Emergency Services Department are established.

Attachments:

Attachment A: Director of Emergency Management Job Classification Specification
Attachment B: Ordinance Exempting the Director of Emergency Management From The Civil Service System
Attachment C: Community Alert and Warning Program Manager Job Classification Specification
Resolution 1 - Concurrent Resolution Establishing New Classes; Attachment A-1, Salary Tables
Resolution 2 – Department Allocation Table

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

June 7, 2018 Civil Service Report on new job classifications for emergency management.

Director of Emergency Management

Definition

Under administrative direction, plans, coordinates, and manages the activities of the County's emergency management program; ensures appropriate systems, processes, protocols, and training are in place for the full scope of possible emergencies and disasters; coordinates continuity of operations programs; promotes and coordinates emergency management activities with local agencies and districts and the State and Federal organizations in keeping with the overall Sonoma County Emergency Management Program; promotes public awareness and preparedness for emergencies and disasters; manages the staff directly assigned to the program; and performs related duties as required.

Distinguishing Characteristics

This position serves as the department head and is responsible for the accomplishment of the County's Emergency Management Department's mission and objectives, and is responsible for the accomplishment of the County's Emergency Management Program's mission and objectives. During times of declared emergency or disaster, pursuant to the Sonoma County Code on Civil Defense and Disaster, Chapter 10, the position will work under and closely with the Director of Emergency Services.

Considerable independent judgment is exercised in the administration of the Department's programs and services. Work is performed with a maximum amount of independence and trust within established policies and procedures set forth by the County Administrator, the Board of Supervisors, and Sonoma County Code, Chapter 10 – Civil Defense and Disaster. The Position will work collaboratively with local agencies and state and federal organizations to carry out the mission and responsibilities of the department.

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

Duties include, but are not limited to, the following:

Plans, organizes, and directs the overall activities and programs associated with the Department, including the implementation of a comprehensive, county-wide emergency management program, a master County Continuity of Operations Plan, and a disaster recovery plan; works with the Sonoma County Operational Area Emergency Council regarding the Operational Area Emergency Plan.

Oversees the establishment and maintenance of a communication process and appropriate systems and equipment for alerting the public, governmental entities, officials, disaster partners, etc.

Establishes and maintains an effective emergency operations center including staff training, staffing and internal procedures; plans mobilization of materials and human resources to meet emergencies; responds to emergency situations and/or activates the County Emergency Operation Center and serves as Incident Commander, as needed.

Ensures the development and execution of training, tests and exercises to determine adequacy of emergency and disaster preparations.

Works collaboratively with representatives of various state, county, city and other agencies; coordinates services with other organizations and agencies and develops mutual assistance programs where appropriate; develops and administers grants and contracts with various agencies dealing with emergency services.

Evaluates current programs and methods; considers proposed alternative programs and methods to provide maximum utilization of allocated funds; secures matching funds and other available assistance.

Participates in advisory committees or other related groups; represents the County and speaks before public bodies, groups, organizations and the public on matters pertaining to the department's activities and services.

Oversees a public information program to encourage emergency preparedness; may give presentations before various groups; attends emergency preparedness meetings of local, county, state and federal officials; meets with and advises citizen groups regarding the County's emergency management programs.

Directs and reviews the work of staff; establishing sound hiring practices; manages staff training and performance; ensures that in-service training programs are developed and implemented; oversees the program's human resources functions; reviews staff recommendations and determines departmental needs for staff and other resources.

Determines departmental budget priorities and makes recommendations to the County Administrator and Board of Supervisors; directs the preparation of the annual budget; establishes controls and measurement tools for the delivery of services and cost controls; ensures that budget expenditures are properly controlled in order to conform with approved funding; seeks additional funding sources.

Provides advice and guidance to departments on special conditions and operating requirements for departments with specialized emergency and disaster response and recovery roles.

May participate in response to related program activities throughout the County.

Performs related duties as assigned.

Knowledge and Abilities

Thorough knowledge of: the principles and practices of emergency management; the laws, rules and regulations governing the establishment and maintenance of emergency services systems; the modern equipment and systems utilized in emergency management including the California Incident Command System (ICS), State emergency Management System (SEMS), State Response Information Management System (RIMS), and Geographic Information Systems (GIS), or equivalent systems; conditions leading to major emergencies, their effects, mitigation, response lines, resource requirements, damage assessment, recovery methods, and safety and survival procedures; operation of an emergency operations center.

Considerable knowledge of: Federal and state policies and guidelines for emergency services and assistance; federal and state emergency services programs and funding procedures; principles and practices of public administration, financial and budget management and personnel management; the principles and practices of supervision and training; the principles and practices related to program management; research methodology, basic statistics and report writing; training methods; group dynamics, communications methods, and public relations techniques; modern office methods and procedures; written and oral communication, including language mechanics, syntax and English composition.

Ability to: effectively plan, organize, direct, coordinate, administer, and supervise the activities of an emergency management program; supervise, train, and evaluate the work of subordinates; formulate and implement county-wide emergency plans; identify training needs and ensure comprehensive emergency preparedness and training program to diverse agencies and organizations, and the public; establish and maintain effective working relationships; analyze emergency situations and implement effective courses of action; analyze administrative problems, reach practical conclusions and institute effective changes; prepare and direct the preparation of comprehensive written reports and oral presentations; ensure proper compliance with all facets of emergency management; understand, interpret and apply rules, regulations, legislation, and ordinances; work under significant pressure, be subject to extended work hours, and be on-call in case of emergencies.

Minimum Qualifications

Education and Experience: Any combination of education and experience which would provide the opportunity to acquire the knowledge and abilities listed herein. Normally, a Bachelor's Degree in emergency management, public safety, business or public administration, or a closely related field, and five years of experience managing and coordinating a governmental civil defense, disaster, and/or emergency management program.

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.

Attachment B

Ordinance No. _____

An Ordinance of the Board of Supervisors of the County of Sonoma, State of California, Amending the Sonoma County Code to Exempt the Director of Emergency Management from the Civil Service System.

The Board of Supervisors of the County of Sonoma, State of California, does ordain as follows:

Section I. *Statement of Purpose.* The Sonoma County Board of Supervisors has received a recommendation from the County Director of Human Resources to (1) exempt the position of the Director of Emergency Management from the Civil Service System and (2) include the position in the unclassified service of the Sonoma County Civil Service System. The Board of Supervisors concurs with these recommendations set forth in that report.

Section II. *Exempting Department Head Position from Classified Civil Service System.* Pursuant to the authority of the Board of Supervisors to add new department head positions to the unclassified civil service, Section 21-5 of the Sonoma County Code is amended to read as follows:

“Sec. 21-5. Classified and unclassified service generally.

The Civil Service System of the County is hereby divided into the Unclassified and the Classified Service. The Unclassified Service shall consist of:

- (a) all officers elected by the people and all confidential or special investigators employed by any of said elected officers;
- (b) all appointive Boards and Commissions;
- (c) the Law Library Trustees;
- (d) members of the Civil Service Commission;
- (e) all persons serving the County without compensation;
- (f) Interns, Resident Physicians and Student Nurses;
- (g) casual patient and inmate employees at county institutions;
- (h) intermittently employed, hourly or seasonal employees;
- (i) persons employed under contract to supply expert professional or technical service in a temporary position;
- (j) the Director of the Sonoma County Health Services;
- (k) the County Sanitation Engineer;
- (l) the Sonoma County Fair Manager and Sonoma County Fair or Fairgrounds employees employed by Sonoma County Fair and Exposition, Incorporated, or its successors;
- (m) the Director of Economic Development
- (n) the two Assistant Sheriffs;

- (o) the County Administrator;
- (p) the Director of Permit and Resource Management;
- (q) the Director of Human Services;
- (r) the Director of Fire Services/Emergency Program Manager;
- (s) the Information Systems Director;
- (t) the Director of Transportation and Public Works;
- (u) the Director of Child Support Services
- (v) the Director of Regional Parks
- (w) the Director of Health Services
- (x) the General Services Director
- (y) the LAFCO Executive Officer
- (z) the Agricultural Commissioner/Sealer
- (aa) the Waste Management Agency Executive Director
- (bb) the Director of the Office of Law Enforcement Review and Outreach
- (cc) *The Director of Emergency Management*

The Board of Supervisors may amend this section of the Ordinance to add to the unclassified service other positions or classifications that are of a high level, policy-making nature. Such positions or classifications shall be limited to department heads. Any such amendment shall specify the exact position or classification to be added to the list of exempt positions or classifications. No such amendment shall be applied to the incumbent of any affected position in a manner that would deprive him or her of any property rights protected by the constitution.

The Classified Service shall comprise all positions not specifically included by this Ordinance in the Unclassified Service, provided, however, that in the event of the creation of a new position or in case of a vacancy in any position requiring peculiar and exceptional qualifications of a scientific, professional or expert character, upon satisfactory evidence that competitive examinations to qualify applicants for said position are impracticable, and that the position can best be filled by the selection of a person of recognized attainments, competitive examinations may be suspended by the Commission, but no such suspension shall be general in its applications to such position and all such cases of suspension shall be reported, together with the reasons therefore to the Board of Supervisors. This section will not apply to positions in the Social Service Department for which there is federal or state reimbursement. At all times, at least one of the Assistant Sheriff positions must be filled by appointment from within the Sonoma County Sheriff's Department."

Section III. Severability. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portion of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance and every section, subsection, sentence clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

Section IV. *Effective and Operative Date.* The operative date of the ordinance shall be effective upon the approval of the newly created Director of Emergency Management position. This ordinance shall be and the same is hereby declared to be in full force and effect from and after thirty (30) days after the date of its passage and shall be published once before the expiration of fifteen (15) days after said passage, with the names of the Supervisors voting for or against the same in a newspaper of general circulation, published in the County of Sonoma, State of California.

In regular session of the Board of Supervisors of the County of Sonoma introduced on the 28th day of August, 2018, and finally passed and adopted this 11th day of September, 2018, on regular roll call of the member of said Board by the following vote:

Supervisors:

Gore: Rabbitt: Zane: Hopkins: Gore:

Ayes: Noes: Absent: Abstain:

Whereupon, the Chair declared the above and foregoing ordinance duly adopted and

So Ordered

Chair, Board of Supervisors
County of Sonoma

ATTEST:

Sheryl Bratton, Clerk of the Board of
Supervisors

Community Alert and Warning Program Manager

Definition

Under general direction, plans, manages, and coordinates the operation of the County's Community Alert and Warning Program; serves as the County's liaison with other organizations involved in alert and warning programs and systems; coordinates activities with other entities; manages vendor services and contracts; develops and directs ongoing community education; and performs related duties as required.

Distinguishing Characteristics

Reporting to the Office of Emergency Management Director, this single position class is responsible for the management and coordination of the County's community alert and warning program including the 24-hour community alert and warning system (CAWS), and the long term planning related to the integration of the system with the emergency service functions of the County and other government agencies and activities. The position is expected to exercise sound judgment and discretion and work independently.

Typical Duties

Duties include, but are not limited to, the following:

Develops and maintains the appropriate operational area and local jurisdictional governance, policies, and procedures for conducting integrated alert and warning functions; maintains operational readiness coordination and integration of alert and warning systems, technology, and supporting structures.

Develops notification and communication standards, protocols, and processes including issuing, correcting, and canceling alerts.

Maintains and tests systems; identifies, monitors, and tracks system problems; monitors system availability and performance; oversees system updates, upgrades, and administration; develops contingency plans to cover various systems failure scenarios and recovery and restoration procedures.

Coordinates preparedness and incident activations; develops and provides appropriate training; develops methods to ensure training compliance.

Identifies areas that are at risk for hazards and large scale emergencies; determines warning system requirements in high risk areas; identifies threats to communication systems; integrates information into GIS system.

Develops and maintains systems, procedures, and resources for identification and communication of tactical threat information in the warning system; reviews and presents recommendations for implementing and integrating new and existing technologies; ensures visibility of incidents and use of warning systems in adjacent jurisdictions.

Engages the public and stakeholder organizations in the development and revision of warning system capabilities and features; develops outreach strategies to educate and increase access and participation in optional warning systems, and educates message recipients to understand and heed appropriate warnings.

Participates in advisory committees or other related working groups; works collaboratively with and represents the County before local, state, and federal agencies, and governing bodies.

Participates in the development and administration of assigned budget; prepares and reviews requests for proposals; negotiates contracts and services with vendors; coordinates with County Counsel, Purchasing, and other departments.

Evaluates new technologies and practices related to emergency warning and situational

Participates in the selection of staff; provides or coordinates staff training; may delegate or lead work of assigned staff; may supervise a small staff in related area.

Performs related duties as assigned.

Knowledge and Abilities

Considerable Knowledge of: the laws, rules, and regulations governing public communications and warnings; emergency warning services and systems; emergency management best practices and federal and state emergency services programs; principles of radio communication system design and management; project management; training methods and techniques for information systems concepts and procedures to non-technical users.

Working knowledge of: principles and practices of information technology, software, and hardware; purchasing policies and procedures; budgetary practices and controls; training and oversight to other employees; research methods and practices; office procedures, methods, and equipment; English grammar, usage, and syntax; and conflict resolution; relevant federal, state, and local laws, codes, and regulations.

Ability to: plan, organize, and coordinate multi-faceted activities with a variety of entities; manage projects; manage and monitor a complex technology system; remain current on trends and adapt and plan for changes; analyze and evaluate information, problems, and situations and develop an effective course of action; identify training needs and to develop and coordinate the presentation of a comprehensive training to a diverse audience; establish and maintain effective working relationships; lead and train other staff; negotiate, motivate, persuade; prepare clear and concise written documents and reports; analyze information; **work** under significant pressure, be subject to extended work hours, and be on-call in case of

emergencies.

Minimum Qualifications

Education and Experience: Any combination of education and work experience which would provide an opportunity to acquire the knowledge and abilities listed herein. Normally, this would include a Bachelor's Degree in emergency management, public safety, business or public administration, or a closely related field, and three years of technical or operational experience in a governmental civil defense, disaster, and/or emergency management program with experience specific to community alert and warning systems.

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.



County of Sonoma
State of California

Date: August 28, 2018

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 Amending Salary Resolution No. 95-0926, Appendix A - Salary Tables, Department Heads – Unit 052, To Establish The New Classification And Salary For Director Of Emergency Management, and Administrative Management –Unit 0050, To Establish The New Classification And Salary For Community Alert And Warning Program Manager, Effective August 28, 2018.

Whereas, subsequent to the October 2017 Sonoma Complex Fires and disaster, the Board of Supervisors directed staff to assess and make recommendations regarding the County's emergency services program and the County's alert and warning program capabilities; and

Whereas, the Board of Supervisors approved staff recommendations to strengthen the emergency service program and improve emergency and disaster preparedness by adding positions and funding, which included a director level position and a management position for the County's alert and warning program; and

Whereas, the Board of Supervisors approved staff recommendations to establish a new department – Emergency Management Department; and

Whereas, Human Resources developed a job classification for Director of Emergency Management, and at the June 7, 2018, meeting, the Civil Service Commission approved the new classification of Community Alert and Warning Program Manager; and

Whereas, pursuant to the County's Employee Relations Policy and the County's Civil Service Ordinance, the Director of Emergency Management be allocated under Salary Resolution No. 95-0926 – Unit 052, and Community Alert and Warning Program Manager be allocated under Salary Resolution No. 95-0926 – Unit 050, and Human Resources recommends the new classifications be categorized as exempt in accordance with the Fair Labor Standards Act; and

Whereas, Human Resources analyzed the compensation for Director of Emergency Management and Community Alert and Warning Program Manager and recommends the salaries be set hourly at the beginning range of 6609 and 5007, respectively and as set forth

Date: August 28, 2018

Page 2

in Attachment 1.

Now, Therefore, Be It Resolved that Salary Resolution No. 95-0926, Salary Tables, Bargaining Unit 052 - Department Heads and Unit 050 - Administrative Management, be amended to establish and adopt the new classifications and salaries for Director of Emergency Management and Community Alert and Warning Program Manager as set forth in Attachment 1, effective August 28, 2018.

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

**APPENDIX A
SALARY TABLES**

ADMINISTRATIVE MANAGEMENT - Unit 0050

Job Code	Job Title	A Step Rate (Aug. 28, 2018)
0776	COMMUNITY ALERT AND WARNING PROGRAM MANAGER	\$50.07

DEPARTMENT HEADS - Unit 0052

Job Code	Job Title	A Step Rate (March 14, 2017)
0775	DIRECTOR OF EMERGENCY MANAGEMENT	\$66.09



County of Sonoma

State of California

Date: August 28, 2018

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma Amending The Allocation Tables For The Department Of Fire And Emergency Services To Reflect The Addition Of 1.0 Full-Time Equivalent Director Of Emergency Management And 1.0 Full-Time Equivalent Community Alert And Warning Program Manager, Effective August 28, 2018.

Whereas, subsequent to the October 2017 Sonoma Complex Fires and disaster, the Board of Supervisors directed staff to assess and make recommendations regarding the County's emergency services program and the County's alert and warning program capabilities; and

Whereas, the Board of Supervisors approved staff recommendations to strengthen the emergency service program and improve emergency and disaster preparedness by adding positions and funding, which included a director level position and a management position for the County's alert and warning program; and

Whereas, Human Resources developed a job classification for Director of Emergency Management, and at the June 7, 2018, meeting, the Civil Service Commission approved the new classification of Community Alert and Warning Program Manager; and

Whereas, Human Resources analyzed the compensation for Director of Emergency Management and Community Alert and Warning Program Manager and recommends the salaries be set hourly at the beginning range of 6609 and 5007, respectively.

Now, Therefore, Be It Resolved that the Allocation Table of the Department of Emergency Services 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
20010100	0775	Director of Emergency Management	0	1.0	1.0	Ongoing	6609
20010100	3372	Community Alert and Warning Manager	0	1.0	1.0	Ongoing	5007

Date: August 28, 2018

Page 2

Supervisors:

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: August 28, 2018

Vote Requirement: 4/5

Department or Agency Name(s): County Administrator
Fire & Emergency Services

Staff Name and Phone Number:

Sheryl Bratton, 565-2241
Christopher Godley, 565-2052

Supervisorial District(s):

All

Title: Extend Proclamation of Local Emergency Due to the Sonoma Complex Fires

Recommended Actions:

Adopt a Resolution Extending the Proclamation of Local Emergency Issued on October 9, 2017, for another 30 Days Due to Damage Arising from the Complex Fires.

Executive Summary:

This item requests the Board of Supervisors adopt a resolution approving a 30-day extension of the October 9, 2017 Proclamation of a Local Emergency in the Sonoma County Operational Area due to the effects of the Complex Fires. The Complex Fires began on Sunday, October 8, 2017, causing extreme property damage and health and safety concerns. The County Administrator proclaimed the Existence of a Local Emergency on October 9, 2017, and the Board of Supervisors adopted Resolution No. 17-0389 ratifying that proclamation on October 10, 2017. The fires left a large debris field in their wake. The removal of debris from a wildfire disaster creates unique concerns due to the potential presence of hazardous materials and the large scale of the incident and will require significant resources to remove. As long as the residential and commercial fire debris remains on the ground, it poses an imminent and extensive threat to public health and safety, the environment (including creating serious concerns for water quality and supply due to the presence of hazardous materials and the damage to sewer service laterals), public infrastructure, and undamaged property. As required by Government Code section 8630, the Board must review the proclamation of local emergency every 30 days and determine if there is a need for continuing the local emergency.

Discussion:

The Complex Fires began on Sunday, October 8, 2017. In response, the Emergency Operations Center (EOC) was activated at approximately 12:00 a.m. on Monday, October 9, 2017, to assist with managing the impacts. In the early morning hours on Monday, the County issued advisory evacuation notices to various impacted areas of Sonoma County. Shelter was made available at various locations throughout the County, and first responders were actively engaged in multiple areas throughout the County as the complex fires' advanced.

The County Administrator/Director of Emergency Services issued a Proclamation of Existence of Local Emergency in Sonoma County Operational Area in the early morning hours of Monday, October 9, 2017, as soon as reports of quickly-moving fires and health and safety concerns arrived. Later that day, the County Administrator supplemented that Proclamation and requested state and federal assistance. The Board of Supervisors ratified the County Administrator's Proclamation of the Existence of a Local Emergency on October 10, 2017. California Government Code section 8630 of Article 14, Local Emergency, of Chapter 7 of the Emergency Services Act requires that the County review the need for continuing the local emergency at least once every 30 days until the governing body terminates the local emergency.

The scope of disaster caused by the fast-moving fire and widespread scale of the destruction instigated the Governor of the State of California to proclaim a State of Emergency (declaring eligibility for State assistance) and brought about the President of the United States to issue a Declaration of a Major Disaster for the State of California, making the Complex Fires eligible for Federal assistance. The Sonoma Complex Fires resulted in the most devastating wildfires in the history of the State of California. In Sonoma County alone, the fires caused the death of at least 24 people, charred 110,720 acres, destroyed 6,950 structures (including 5,091 housing structures), and displaced more than 100,000 Sonoma County residents.

The Sonoma Complex Fires left a large debris field in their wake, which creates unique removal concerns due to the potential presence of hazardous materials and the large scale of the incident and poses a threat to public health and safety. Debris cleanup has proceed via both public and private cleanup programs. The total number of properties included within the debris removal program was 4,887, including 3,673 properties that participated in the public-cleanup program, and 1,214 properties that participated in the private program.

Most properties are in the final stages of debris clean-up, however, approximately 595 properties have been evaluated by Cal OES for over-excavation and 278 determined eligible for backfilling.

The cleanup efforts in Sonoma County were aided by a relatively light rainy season, although a series of late season rainstorms dropped more than 10 inches of rain on the fire burned areas in a short amount of time. As long as the fire debris properties remain to be cleared on the ground, it poses an imminent and extensive threat to public health and safety, the environment (including creating serious concerns for water quality and supply due to the presence of hazardous materials and the damage to sewer service laterals), public infrastructure, and undamaged property.

Staff recommend that the Board adopt the attached Resolution finding that the severity and pervasiveness of the Sonoma Complex Fires disaster poses an ongoing and imminent threat to public safety and undamaged property that warrants the need to extend the local emergency as authorized by Government Code section 8630.

Prior Board Actions:

August 7, 2018: Board adopted Resolution No. 18-0301 Declaring the Need For Continuing The Local Emergency Pursuant to Government Code Section 8630 Due To The Sonoma Complex Fires

July 10, 2018: Board adopted Resolution No. 18-0266 Declaring the Need For Continuing The Local Emergency Pursuant to Government Code Section 8630 Due To The Sonoma Complex Fires

June 11, 2018: Board adopted Resolution No. 18-0248 Declaring the Need For Continuing The Local Emergency Pursuant to Government Code Section 8630 Due To The Sonoma Complex Fires

June 5, 2018: Board adopted Resolution No. 18-0224 Declaring the Need For Continuing The Local Emergency Pursuant to Government Code Section 8630 Due To The Sonoma Complex Fires

May 8, 2018: Board adopted Resolution No. 18-0161 Declaring the Need For Continuing The Local Emergency Pursuant to Government Code Section 8630 Due To The Sonoma Complex Fires

April 17, 2018: Board adopted Resolution No. 18-0131 Declaring the Need For Continuing The Local Emergency Pursuant to Government Code Section 8630 Due To The Sonoma Complex Fires

March 20, 2018: Board adopted Resolution No. 18-0095 Declaring the Need For Continuing The Local Emergency Pursuant to Government Code Section 8630 Due To The Sonoma Complex Fires

February 20, 2018: Board adopted Resolution No. 18-0068 Declaring the Need For Continuing The Local Emergency Pursuant to Government Code Section 8630 Due To The Sonoma Complex Fires

February 13, 2018: Board adopted Resolution NO. 18-0056 Declaring the Need For Continuing The Local Emergency Pursuant to Government Code Section 8630 Due To The Sonoma Complex Fires

January 23, 2018: Board adopted Resolution No. 18-0022 Declaring the Need For Continuing The Local Emergency Pursuant to Government Code Section 8630 Due To The Sonoma Complex Fires

December 29, 2017: Board adopted Resolution No. 17-0515 Declaring the Need For Continuing The Local Emergency Pursuant to Government Code Section 8630 Due To The Sonoma Complex Fires

December 5, 2017: Board adopted Resolution No. 17-0457 Declaring the Need For Continuing The Local Emergency Pursuant to Government Code Section 8630 Due To The Sonoma Complex Fires

November 7, 2017: Board adopted Resolution Modifying Resolution No. 17-0839 To Comply With Federal Assistance Requirements and Declaring the Need For Continuing The Local Emergency Pursuant to Government Code Section 8630 Due To The Sonoma Complex Fires.

October 10, 2017: Board adopted Resolution No. 17-0389 ratifying the County Administrator’s proclamation of the existence of a local emergency with the Sonoma County Operation Area.

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

Fiscal Summary			
Expenditures	FY 18-19 Adopted	FY 19-20 Projected	FY 20-21 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Attachment A: Resolution Declaring Need for Continuing The Local Emergency			
Related Items "On File" with the Clerk of the Board:			



County of Sonoma

State of California

Date: August 28, 2018

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**RESOLUTION OF BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA
DECLARING THE NEED FOR CONTINUING THE LOCAL EMERGENCY PURSUANT TO GOVERNMENT
CODE SECTION 8630 DUE TO THE SONOMA COMPLEX FIRES AND CONCURRENTLY EXTENDING THE
PROVISIONS OF CALIFORNIA PENAL CODE SECTION 396 PROHIBITING PRICE GOUGING IN TIMES
OF EMERGENCY FOR ANOTHER 30 DAYS**

WHEREAS, California Government Code section 8630 and Section 10.5, Chapter 10 of the Sonoma County Code, empowers the County Administrator to proclaim the existence of a local emergency when the county is affected or likely to be affected by a public calamity is subject to ratification by the Board of Supervisors at the earliest practicable time; and

WHEREAS, conditions of extreme peril to the safety of persons and property arose within the County caused by threat of the existence of multiple fires, referred to as the Sonoma Complex Fires, commencing on or about midnight on the 8th day of October, 2017, at which time the Board of Supervisors of the County of Sonoma was not in session; and

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

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

WHEREAS, the Federal Government made a Presidential Declaration of the existence of a major disaster for the State of California (FEMA-4344-DR), dated October 10, 2017, and related determinations and amendments; and

WHEREAS, on October 10, 2017, the Board of Supervisors of the County of Sonoma adopted Resolution No. 17-0389 ratifying the County Administrator's Proclamations of the existence of a local emergency relating to the Sonoma Complex Fires; and

Resolution #

Date:

Page 2

WHEREAS, California Government Code section 8630 of Article 14, Local Emergency, of Chapter 7 of the Emergency Services Act requires that the County review the need for continuing the local emergency at least once every 30 days until the local governing body terminates the local emergency; and

WHEREAS, the Sonoma Complex Fires resulted in the most devastating wildfires in the history of the State of California, causing the death of at least 24 people, charring 110,720 acres, destroying 6,950 structures (including 5,091 housing structures), and displacing thousands of Sonoma County residents; and

WHEREAS, the Sonoma Complex Fires left a large debris field in their wake, creating unique removal concerns due to the potential presence of hazardous materials and the large scale of the incident; and

WHEREAS, the total number of properties included within the debris removal program is 4,887, including 3,673 properties that participated in the public cleanup program, and 1,214 properties that participated in the private program; and

WHEREAS, most properties are in the final stages of debris clean-up, however, approximately 595 properties were evaluated for over-excavation and 278 determined eligible for backfilling; and

WHEREAS, as long as the fire debris properties remain to be cleared on the ground, it poses an imminent and extensive threat to public health and safety, the environment (including creating serious concerns for water quality and supply due to the presence of hazardous materials and the damage to sewer service laterals), public infrastructure, and undamaged property; and

WHEREAS, due to the severity and pervasiveness of the Sonoma Complex Fires disaster, there is an ongoing and imminent threat to public safety and undamaged property that support the need to continue the local emergency.

NOW, THEREFORE, IT IS HEREBY DECLARED that the Board of Supervisors hereby finds there is an ongoing and imminent threat to public safety and undamaged property that warrant the need to extend the local emergency as authorized by Government Code section 8630; and

IT IS FURTHER PROCLAIMED AND ORDERED that the local emergency ratified by Resolution No. 17-0389, as previously amended and extended by Resolution No. 17-0431 on November 7, 2017, and subsequently extended for a further 30 days by Resolution No. 17-0457 on December 5, 2017, and for a further 30 days by Resolution No. 17-0515 on December 29, 2017, and for a further 30 days by resolution No.18-0022 on January 23, 2018, and for a further 30 days by resolution No.18-0056 on February 13, 2018, and for a further 30 days by resolution No.18-0068 on February 27, 2018, for a further 30 days by resolution No.18-0095 on March 20, 2018, and for a further 30 days by resolution No.18-0131 on April 17, 2018, and for a further 30 days by resolution No.18-0161 on May 8, 2018, and for a further 30 days by resolution No.18-0224 on June 5, 2018, and for a further 30 days by resolution No.18-0248 on June 11, 2018, and for a further 30 days by resolution No.18-0266 on July 10, 2018, and for a further 30 days by resolution No.18-0301 on August 7, 2018 is hereby

Resolution #

Date:

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extended for another 30 days in accordance with Government Code section 8630 and shall continue in full force and effect as originally proclaimed by the County Administrator on October 9, 2017, and nothing contained herein shall be construed modify, invalidate, or otherwise affect any provision of said Proclamation of local emergency.

PASSED AND ADOPTED by the Board this 28th day of August, 2018.

Supervisors:

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: August 28, 2018

Vote Requirement: Majority

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

Staff Name and Phone Number:

Christina Rivera 707-565-2431

Supervisorial District(s):

Title: LAFCO Memorandum of Understanding

Recommended Actions:

Authorize the County Administrator to sign the Memorandum of Understanding for the Sonoma Local Agency Formation Commission for Fiscal Year 2018-19.

Executive Summary:

Memorandum of Understanding with the Sonoma Local Agency Formation Commission (LAFCO) formalizes the County's roles and responsibilities as a member of the LAFCO agency, which was created by State law in 1963 to regulate the boundaries of cities and special districts. The FY 2018-19 agreement removes employee classifications and states that there will be an Executive Officer and other employees authorized by the commission, classified under the County's system.

A subsequent MOU amendment will be brought forward for the Board's consideration to update the Executive Officer recruitment process.

Discussion:

The Sonoma Local Agency Formation Commission (LAFCO) was created by State law in 1963 to regulate the boundaries of cities and special districts. The Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 expanded LAFCO functions and operations, authorizing greater independence for the Commission, including naming its Executive Officer, hiring staff, and approving and maintaining a separate budget. A memorandum of understanding (MOU) was established in 2001 between the County of Sonoma and Sonoma LAFCO whereby the County Administrator provides professional support staff, facilities, equipment, and supplies to support LAFCO operations. In addition, County Counsel provides legal services.

The Commission is comprised of seven regular members and four alternate members. The regular members are:

- Two members elected by the City Selection Committee of the Mayors and Councilmembers' Association from among the nine cities' mayors and councilmembers;
- Two members appointed by the Chair of the County Board of Supervisors from among their membership;
- Two members elected by the Independent Special Districts from among the members of the boards of directors of the districts; and
- One member appointed by the Commission from the public. The public member and alternate public member cannot be a current officer or employee of the County of Sonoma or of any city or special district located in Sonoma County.

At this time, Supervisors Hopkins and Gorin serve and represent the County.

On July 11, 2018 the Local Agency Formation Commission approved the FY 2018-19 Memorandum of Understanding (MOU) with the same content as previous years except for: (1) update to the term dates; and (2) instead of specific position information being listed personnel resources are stated as "staff as determined by the Commission."

In addition, the County Administrator's Office and the LAFCO Executive Officer will return to the Commission and the Board with language revisions that will clarify the Commission's role in how the Executive Officer is hired and his/her performance evaluation conducted.

Staff recommends the Board of Supervisors authorize the County Administrator to sign the FY 2018-19 Memorandum of Understanding (MOU) for staffing, legal counsel, facilities, equipment, and supplies with LAFCO, as well as future year MOUs where the agreement is unchanged.

Prior Board Actions:

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary			
Expenditures	FY 18-19 Adopted	FY 19-20 Projected	FY 20-21 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
FY 2018-19 Memorandum of Understanding			
Related Items “On File” with the Clerk of the Board:			

MEMORANDUM OF UNDERSTANDING FOR PROFESSIONAL AND SUPPORT STAFFING, OFFICE SPACE, EQUIPMENT, SUPPLIES, AND LEGAL SERVICES FOR THE LOCAL AGENCY FORMATION COMMISSION OF THE COUNTY OF SONOMA FOR FISCAL YEAR 2018-19

This Memorandum of Understanding (“Agreement”) is made by and between the Local Agency Formation Commission of the County of Sonoma (“the Commission”) and the County of Sonoma (“the County”).

RECITALS

WHEREAS, the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (“the Act ”) requires the Commission to appoint an executive officer, legal counsel, and such other staff as it deems appropriate, and to make its own provision for necessary quarters, equipment, and supplies; and

WHEREAS, the Act allows the Commission to contract with another public agency for personnel and facilities; and

WHEREAS, the Commission desires to comply with the requirements of the Act for Fiscal Year 2018-19 by continuing to receive professional and support staff, office space, equipment, and supplies from the Office of the County Administrator (“the County Administrator’s Office”), and legal services from the Office of the County Counsel (County Counsel”); and

WHEREAS, the County is willing to have the County Administrator’s Office provide professional and support staff, office space, equipment, and supplies, and County Counsel provide legal services, to the Commission for Fiscal Year 2018-19; and

WHEREAS, the Commission intends to appoint its Executive Officer in accordance with the provisions of this Agreement with the understanding that the Executive Officer is a duly qualified individual who will serve as an “at will” employee in order to ensure the independence of such services for the Commission.

AGREEMENT

NOW, THEREFORE, the Commission and the County agree as follows:

1. Professional and Support Staff

(a) The County Administrator’s Office shall provide professional and support staff (“the professional and support staff”) for the day-to-day operations of the Commission. The cost for the professional and support staff shall be funded by appropriations within the Commission’s Fiscal Year 2018-19 budget. Professional staff shall include an employee in the County job class entitled “LAFCO Executive Officer” (“Executive Officer position”) and other employees as approved by the Commission and

classified under County Human Resources designations. The Commission may refer to the individuals in these positions by such titles as may be appropriate for Commission business. The primary responsibility of the professional and support staff shall be to perform duties required by the Act and one hundred percent of their time will be devoted to duties directly or indirectly related to the Commission. The professional and support staff shall be supervised and primarily directed by the employee in the Executive Officer position. The County Administrator shall not provide any direction to the professional and support staff with respect to policy matters or recommendations on matters before the Commission.

(b) The professional and support staff are County employees and all employment actions pertaining to the professional and support staff are the responsibility of and shall be carried out by the County Administrator. The County Administrator may not, however, permanently remove, replace, substitute, or otherwise change any of the professional and support staff without prior communication with the Commission.

(c) The County Administrator shall coordinate the selection of the individual employed in the Executive Officer position with the Commission. The County Administrator will provide a recommendation for the selection and the Commission will have the opportunity to provide input on the final selection. The County Administrator shall be responsible for making the final selection with the prior concurrence of the Commission. Once the final selection is made, the County Administrator shall appoint the individual to the Executive Officer position. The Commission shall appoint the incumbent of the Executive Officer position as the Commission's Executive Officer in accordance with State Law. The Commission shall be given the opportunity to provide comments to the County Administrator annually on the performance of the individual in the Executive Officer position. The Commission may also provide input or feedback to the County Administrator with respect to the performance of the individual in the Executive Officer position at any other time. In the event that the Commission is dissatisfied with the performance of the individual in the Executive Officer position, and reasonable personnel actions are unsuccessful in resolving the performance issues to the Commission's satisfaction, the County Administrator will coordinate the selection and appointment of a new individual for the Executive Officer position with the Commission.

2. Office Space, Equipment, and Supplies

The County Administrator's Office shall provide office space and all necessary equipment and supplies for the Commission. The cost for office space, equipment, and supplies for the Commission shall be funded by appropriations within the Commission's Fiscal Year 2018-19 budget.

3. Legal Services

(a) County Counsel shall provide legal services to the Commission. The cost for legal services for the Commission shall be funded by appropriations within the Commission's Fiscal Year 2018-19 budget.

(b) The Commission understands that County Counsel serves as the County's legal advisor and representative on all civil matters. The Commission also understands that County Counsel serves as the legal advisor for a number of other separate legal entities that are governed by the same five (5) individuals that sit as the Board of Supervisors for the County, such as the Sonoma County Water Agency, the Sonoma County Agricultural Preservation and Open Space District, the Sonoma County Community Development Commission, and others (collectively "Related Public Entities"). In addition, County Counsel may, upon request, represent local government entities that are distinct from County government, such as the Commission. From time to time, the interests of the Commission may potentially conflict with the interest of the County or Related Public Entities, such as in a situation where the Commission and the County both require assistance of County Counsel in negotiating a contract with each other. As required by the Rules of Professional Conduct, County Counsel will take all steps necessary to safeguard the confidential information of the Commission in such situation. A copy of County Counsel's internal policy governing the management of conflicts of interest is available to the Commission upon request. Upon execution of the Agreement, the Commission agrees to execute the Waiver of Conflict attached hereto as Exhibit "A," so that County Counsel may continue to represent the County (or Related Public Entities) and the Commission in the absence of an actual conflict. Further, should an actual conflict develop between the Commission and the County (or Related Public Entities), the Commission expressly waives its right to disqualify County Counsel from representing the County (or Related Public Entities) in any matter involving the Commission.

4. Term

This Agreement shall commence on July 1, 2018, and shall continue in full force and effect until June 30, 2019.

5. Entire Agreement

This Agreement 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 Code of Civil Procedure Section 1856.

6. Amendment

This Agreement may only be amended in writing by an amendment authorized by the Commission and the County's Board of Supervisors.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as set forth below.

COMMISSION:
Local Agency Formation Commission of
the County of Sonoma

DATED: _____

By: _____
Mark Bramfitt, Executive Officer

COUNTY:
County of Sonoma

DATED: _____

By: _____
Sheryl Bratton, County Administrator

APPROVED AS TO FORM:

By: _____
Chief Deputy County Counsel

EXHIBIT "A"
GENERAL WAIVER OF CONFLICT

WHEREAS, the Office of the Sonoma County Counsel ("County Counsel") serves as the legal advisor and representative in all civil matters for the County of Sonoma ("the County"); and

WHEREAS, County Counsel also serves as the legal advisor for a number of other separate legal entities that are governed by the same five (5) individuals that sit as the Board of Supervisors for the County, such as the Sonoma County Water Agency, the Sonoma County Agricultural Preservation and Open Space District, the Sonoma County Community Development Commission, and others (collectively "Related Public Entities"); and

WHEREAS, County Counsel may, upon request, represent local governmental entities that are distinct from County government, such as the Local Agency Formation Commission of the County of Sonoma ("the Commission"); and

WHEREAS, from time to time, the interests of the Commission may potentially conflict with the interests of the County or Related Public Entities; and

WHEREAS, the Commission acknowledges that a potential conflict of interest may arise from the fact that the County or Related Public Entities may have divergent interests from the Commission in transactions involving the Commission and the County or the Commission and Related Public Entities, such as in a situation where the Commission and the County both require assistance of counsel in negotiating a contract with each other; and

WHEREAS, while transactional matters generally do not raise any specific potential for litigation between the parties, it is important for both parties to understand the potential conflict before agreeing to waive it; and

WHEREAS, the Commission wishes County Counsel to provide legal services notwithstanding such potential conflict; and

WHEREAS, in order to provide prompt legal services to all parties on transactions involving the parties, County Counsel is requesting a waiver from the Commission;

NOW, THEREFORE, the Commission hereby acknowledges that the nature of such potential conflicts has been explained, in particular by reference to the legal opinion set forth in *Civil Service Commission of San Diego County v. County of San Diego* (1984) 163 Cal. App. 3d 70, 78-79, which states, in part:

"The principle precluding representing an interest adverse to those of a current client is based not on any concern with the confidential relationship between

attorneys and client but rather on the need to assure the attorney's undivided loyalty and commitment to the client. (*Jeffry, supra*, 67 Cal.App.3d at pp. 9- 10, 136 Cal.Rptr. 373; see also *Grievance Com. of Bar of Hartford County v. Rottner* (Conn. 1964) 203 A.2d 82, 84.) The attorney who represents a client with interests adverse to another current client encounters the very real danger "that he will be tempted, perhaps unconsciously, to favor the interest of a particularly important client over the adverse or potentially adverse interest of a less favored client." (Developments in the Law--Conflicts of Interest in the Legal Profession (1981) 94 Harv. L. Rev. 1244, 1296.) Here there is every reason to believe that County Counsel would be tempted to favor the interests of the County in giving advice to the [Civil Service] Commission. The Commission's primary, if not sole function, is to pass judgment on the conduct of the County toward its employees. Every Commission decision has the potential of being adverse to one of the County's constituent agencies. Because County Counsel is directly responsible to the Board of Supervisors, it is difficult to conceive how any member of the County Counsel's office can render independent advice to the Commission. The structure of the system would appear necessarily to skew such advice in favor of the County and against the county employees. And even in those circumstances where County Counsel renders advice to the Commission favoring the employee, such advice places him in a position adverse to his client, the County."

The Commission hereby agrees to waive any potential conflicts of interest between the Commission and the County and between the Commission and Related Public Entities.

The Commission further agrees to waive the right to disqualify County Counsel from representing the County or any Related Public Entity over any conflict between the Commission and the County or between the Commission and any such Related Public Entities.

COMMISSION: Local Agency Formation Commission of the County of Sonoma

By: _____
Mark Bramfitt, Executive Officer

Date: _____



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: August 28, 2018

Vote Requirement: Informational Only

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

Staff Name and Phone Number:

Michael Gossman, 565-2341

Supervisorial District(s):

All

Title: Recovery Update

Recommended Actions:

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

Executive Summary:

The aftermath of the October 2017 Sonoma Complex Fires presents ongoing risks to the residents, property, and environment of Sonoma County. Office of Recovery and Resiliency staff provides the Board regular updates on recovery efforts, including debris removal and other structural developments; external funding efforts; relevant legislation; ongoing community engagement; and status of the Recovery & Resiliency Plan being prepared by the Office.

Discussion:

In the early morning hours of October 9, 2017, County staff activated the Emergency Operations Center in response to the Sonoma Complex Fires, which burned 173 square miles and destroyed over 7,000 structures, including 5,300 homes. During the response phase, the County began planning for the recovery from the fires. On December 19, 2017, the Board of Supervisors established the Office of Recovery and Resiliency (Office) with the mission to develop a strategy that addresses the immediate and long-term recovery and resiliency efforts needed to help Sonoma County rebuild and recover from the wildfires. This Office continues to actively pursue recovery efforts, and to work with other County departments, agencies, and districts to assist Sonoma County residents in the process of rebuilding.

In an effort to keep the Board and community informed about the most current developments in the County's recovery efforts, the Office prepares a standing agenda item for each Board meeting, typically included on the consent calendar. Each update includes information on: (1) Ongoing Recovery Efforts and Structural Changes; (2) Recovery Related External Funding Opportunities; (3) Legislative Update;

and (4) highlights of activities on the horizon (Looking Forward). New items and updated counts and figures are in bold.

1. Ongoing Recovery Efforts and Structural Changes

A. Debris Removal

1. Debris removal is in the final stages for both the Government-Sponsored Program and the Alternative Program (private debris removal). About 25 percent of property owners who lost homes opted to use a private contractor for debris removal.
2. Government-Sponsored Program:
 - A. Active properties: **3,689**
 - B. Properties cleared by Army Corps of Engineers: **3,689**
 - C. Properties returned to owners by County to start rebuilding: **3,689**

3. Private Debris Removal:

- A. County: **766** residential properties accepted; **722** certified as finished and ready to rebuild
- B. City: **450** properties accepted; **438** finished and ready to rebuild

4. USACE Hotline:

The U.S. Army Corps of Engineers in May stopped accepting new debris removal complaints on its hotline for Sonoma County. The Office of Recovery & Resiliency has assumed the role of receiving new debris complaints via a new number (707-565-1222).

5. **Over-Excavation Program:**

The California Office of Emergency Services is working with the City of Santa Rosa and County to address over-excavation issues that occurred as part of the Government-Sponsored Debris Removal Program. Cal OES is assessing properties. For properties that meet over-excavation criteria, the State's contractor is working to replace soil to appropriate elevations. As of August 21, **601 property owners have requested and received site assessments; 283 have been ruled eligible for backfill program; backfilling of 137 sites has been completed.**

6. Free chipping service:

A free chipping program to assist with removal of burned vegetation debris and to help residents create defensible space around homes and reduce vegetation along access routes is being offered through Sonoma County Fire and Emergency Services. County crews will come to homes and chip for three hours for free. For more information, including how to apply, use this link:

<https://sonomacounty.ca.gov/FES/Fire-Prevention/Curbside-Chipper-Program/>

7. Burned trees/vegetation along County roads

Transportation and Public Works has awarded a contract to Piazza Construction to have brush and felled trees removed on Bennett Valley Road. Contracts to have brush and felled trees removed on Lawndale and Schultz roads will be awarded soon, with all work starting in August.

TPW is working with County Fire and Emergency Services and PG&E on vegetation management within the road right-of-way.

TPW will be bringing an item to your Board to approve a contract for guard rail installation to replace the posts and guardrails burned during the fires.

8. Two cameras installed, used to battle wildfires

Two fire cameras were installed and are operational in Sonoma and Lake counties through a partnership led by Sonoma Water. The first camera was installed on Pine Mountain in Cloverdale on July 27. Cal Fire as incident commander made use of the new tool almost immediately. On August 5, another fire camera was installed at Mount Konocti in Lake County. Cal Fire quickly took control of the camera to assist in fighting the Mendocino Complex Fires. The state-of-the-art system uses near-infrared technology for night vision, and allows fire officials to take control of the cameras during wildfire emergencies to monitor fire and weather activity. The two cameras are part of a larger pilot project approved for funding on August 7, 2018, by your Board to install a wider network of fire cameras that will monitor Lake Sonoma and surrounding areas. Sonoma Water's leadership in initiating the project is a successful first step in collaborating with partners to improve the County's situational awareness and protect the drinking water supply for more than 600,000 residents in Sonoma and Marin counties. The project is a collaboration among numerous agencies, including Sonoma Water, Sonoma County Fire and Emergency Services, Sheriff's Office, County Information Services Department, County General Services Department, Pepperwood Preserve, Fairfield Osborn Preserve, Sonoma State University, The Regents of the University of California, Scripps Institution of Oceanography (UC San Diego), and the AlertWildfire consortium of universities. Members of the public can monitor both cameras and others as they become active on the University of Nevada, Reno - Nevada Seismological Laboratory website at www.alertwildfire.org/northbay/

B. Renewal Enterprise District and Build/Rebuild Ad Hoc Update

The Renewal Enterprise District (RED) is being proposed by the Build/Rebuild Ad Hoc committees of the County and City of Santa Rosa to provide financing and regulatory certainty for housing projects and supportive infrastructure within targeted development areas of Sonoma County. Your Board authorized moving forward with development of a Joint Powers Authority (JPA) between the County and the City of Santa Rosa on June 13, 2018; similar direction from the City Council was given on July 10, 2018.

Members of the Ad Hoc have identified that current regulatory, land use and financing systems create barriers to the development of new housing, and this situation is severely compounded by the loss of some 5,300 homes in the wildfires. A new regional construct that lowers cost and reduces development risk is required to enable Sonoma County communities not only to rebuild lost housing, but also address the severe, already existing shortage. To tackle these issues, RED seeks to regionalize housing production, pool and leverage financing and funding, share risks and benefits of development in new ways, streamline environmental review while providing confidence in good projects, and put equity, affordability and climate solutions in the center of our local economic strategies.

As being drafted, RED will have a governance structure that gives it broad authority to pool and leverage financing and will enable streamlined environmental review for local plans and projects that meet goals for density, use of climate-smart and resilient technologies, protection of community separators, and affordability and equity. RED will build on existing

regional planning efforts, and focus its regulatory and financial incentives on developments within locally designated employment investment and priority development areas.

Next steps for RED:

- 1) Form Joint Powers Authority
 - a) Work with Ad Hoc to develop JPA
 - b) JPA will come back to Board for approval, along with start-up budget
- 2) Track and support legislation
- 3) Continue to facilitate development projects that meet RED objectives
 - a) Formalize RED criteria
 - b) Actively pursue new capital sources to incentivize target development types
 - c) Prepare County-owned property for development
- 4) Deepen collaboration with array of public and private partners
 - a. Work with Ad Hoc to articulate two-year work plan

C. Rebuilding Permits

1. County has issued **431 building permits for homes; 3 homes have been finished; 226 permits are in process**. For latest numbers, go to <http://sonomacounty.ca.gov/PRMD/Administration/Rebuilding-Permits-Data/>
2. City of Santa Rosa has issued **633 building permits for homes; 7 homes have been finished; 325 permits are in process**. For latest numbers, go to <https://www.srcity.org/2675/Rebuilding>

D. Urban Land Institute

The County of Sonoma and the City of Santa Rosa are exploring an opportunity to partner and utilize planning resources and expertise available through the Urban Land Institute's Urban Resilience Program. Services provided could include strategies to more effectively address the impacts of climate change, make investments that improve preparedness and strengthen community resilience, or enhance affordable and workforce housing. Every year, ULI conducts 13 to 15 five-day Advisory Services Panels and selects two local governments to participate in the program at a significantly reduced cost. The volunteer panel of land-use experts would include local subject matter experts. The Urban Land Institute was established in 1936; its mission is to provide leadership in responsible land use and help create and sustain thriving communities.

2. Recovery-Related External Funding Opportunities

A. Disaster Recovery Consulting Services Agreement

On July 10, 2018 your Board authorized the County Administrator to execute the Agreement for Consulting Services with Horne, LLP (Consultant) for as-needed disaster recovery consulting services and grants management support for Federal disaster funding for a term of three years, with the option for two 1-year extensions. Your Board also authorized the County Administrator, or designee(s), to issue and execute Task Orders per disaster recovery funding stream, up to total amounts not to exceed those specified in the Agreement. Each

Task Order will reflect specifics of programming and projects and other circumstances, allowing the County to scale up or down as disaster recovery needs are identified and evolve. Individual Task Orders will be issued by the Office of Recovery and Resiliency for respective programs, projects, grant applications, or other disaster recovery-specific services, as authorized and overseen by the County Administrator. The Office of Recovery and Resiliency is currently developing the first Task Orders for the following activities:

1. CDBG-DR General Pre-Award Activities (capacity assessment, unmet needs assessment, attend community meetings, meet with key leaders and staff, provide trainings, coordinate with State)
2. FEMA PA general support as needed

Consultant may assist with other recovery-related external funding needs as well. Your Board will receive a presentation from the Consultant in September on CDBG-DR.

B. Community Development Block Grant – Disaster Recovery

Announcement of \$212 million: On April 10, 2018 the U.S. Department of Housing and Urban Development (HUD) issued a press release stating that California would be receiving \$212 million to support long-term disaster recovery through the Community Development Block Grant – Disaster Recovery (CDBG-DR) program. This allocation is a portion of the total \$28 billion that HUD set aside for disaster recovery efforts in nine states, Puerto Rico, and the U.S. Virgin Islands. The \$212 million appropriated to California consists of two awards: \$124 million for unmet disaster recovery needs, and \$88 million for preparedness and mitigation.

Requirements of \$124 million: **August 20, 2018 is the HUD applicability date published in the Federal Register Notice governing the CDBG-DR allocation of the \$124 million portion that relates to unmet disaster recovery needs. At least 80% of the allocation (\$99 million) must address unmet disaster needs within the HUD-identified most impacted and distressed (MID) areas identified as: Sonoma and Ventura Counties, and zip codes 93108, 94558, 95422, 95470, and 95901. The California Department Housing and Community Development (HCD), as Grantee, must submit an Action Plan to HUD by December 18, 2018 detailing the proposed use of all funds, including criteria for eligibility, and how the use of these funds will address long-term recovery and restoration of infrastructure and housing and economic revitalization in the most impacted and distressed areas. To inform the plan, HCD must assess community impacts and unmet needs to guide the development and prioritization of planned recovery activities.** HCD may propose an allocation of funds that includes unmet economic revitalization and infrastructure needs that are unrelated to unmet housing needs **only after** it has demonstrated in its needs assessment that there is no remaining unmet housing need or that the remaining unmet housing need will be addressed by other sources of funds.

Eligible Uses of Funds: Eligible uses of these funds often include new housing construction and housing rehabilitation, preparedness and mitigation measures to reduce costs of future disasters (including use of fire resistant materials, design and location), repair or replacement of damaged infrastructure and public facilities, economic revitalization, and long-term recovery. To be eligible, projects and programs must demonstrate that they serve a need not being met by other funding sources. These funds do not provide individual cash assistance to fire survivors, but rather fund projects and programs that benefit impacted households and

businesses. All funded activities must clearly address an impact of the October fires. Funds are targeted to benefit low and moderate income persons, to prevent and eliminate slums and blight, and to meet urgent needs, of which 70% must be used to support activities benefitting low- and moderate- income persons.

Current Status: The August 20, 2018 Federal Register Notice is the official notice regarding the \$124 million in funds for unmet disaster recovery needs. The Federal Register Notice for the \$88 million in funds for mitigation will be published separately at a later date. HCD is required to hold a public comment period for no less than 30 days before finalizing and submitting their Action Plan. However, public hearings are not mandated.

Activities To Date: The Office of Recovery and Resiliency and the Community Development Commission are actively collaborating with one another, the City of Santa Rosa, other partners, and State HCD regarding next steps. Although HCD has ultimate authority over the use of all funds, the Office of Recovery and Resiliency and the Community Development Commission are taking intentional steps to identify activities to assist HCD to align with the eligible unmet needs found throughout the county. The County and the City of Santa Rosa continue to provide HCD with data for the disaster recovery unmet needs analysis. The unmet needs analysis must include information on all sectors of unmet needs: housing, economy, safety net, social services, environmental, infrastructure, etc. This information will inform development of the Statewide Action Plan. The Office of Recovery and Resiliency and Community Development Commission are continuously working with County departments and partners, such as Rebuilding Our Community Sonoma County, to identify and collect and report appropriate data to HCD for the unmet needs analysis.

C. FEMA Hazard Mitigation Grant Program

Background: County Departments and Districts submitted Notices of Interest to the California Governor's Office of Emergency Services (Cal OES) for the Federal Emergency Management Agency's (FEMA) Hazard Mitigation Grant Program (HMGP) on January 30, 2018 for DR-4344, March 15, 2018 for DR-4353, and June 15, 2018 for round 2 of DR-4344. FEMA HMGP can fund up to \$5 million or 75% of total project costs (whichever is less) for projects that eliminate or reduce damage from future natural disasters. Cal OES estimates that there is approximately \$333 million statewide in available funds from the October fires, also known as DR-4344, and approximately \$56 million statewide from the December Southern California fires, known as DR-4353. In California, these funds are administered by the Cal OES HMGP Grants Management Unit. The funding is open and competitive statewide for both DR-4344 and DR-4353. The HMGP can be used to fund projects to protect either public or private property, and can be to mitigate any natural hazard, not only wildfires.

Current Status: The County, along with Sonoma Water, are working to develop **12** potential HMGP applications, with a deadline for submittal to CalOES by September 4, 2018. The list of potential HMGP applications is attached to this Board item. Your feedback is welcome on these potential projects. **For projects that were recently removed from the September 4 HMGP submission portfolio, please see the attached HMGP list, which contains information**

on why these projects will not be submitted at this time. Some of these projects could be submitted in future HMGP opportunities if the necessary technical information is produced.

The countywide Grant Steering Committee has been working with Departments and Districts to determine and prioritize feasible grant applications based on success criteria, match funding sources, and leadership priorities. The Grant Steering Committee has met regularly since April to review and strategize pursuing eligible HMGP projects, and will continue to do so as needed. The list of applications in development changes weekly based on match funding sources, project developments, and capacity. Each application requires approximately 200 hours of labor, thus they are costly and must be pursued strategically. Additionally, each application competes against the others – even with the significant funding this is anticipated to be highly competitive, and all Sonoma County applications will compete against one another. We anticipate the list of final applications submitted to continue to evolve. For those applications that are not moving forward under FEMA HMGP, the Grant Steering Committee is seeking appropriate alternative funding sources.

DR-4344 Round 1 HMGP Applications - Submitted on July 2

- 8 applications submitted
 - \$17.4 million in total project costs (\$13.1 million in federal share, \$4.3 million in local match). \$500,000 in general fund match.
 - Applications submitted by Community Development Commission (1), General Services (1), Sonoma County Water Agency (3), and Transportation and Public Works (3)

DR-4353 HMGP Applications In Development - due September 4

- 1 application being considered for development

DR-4344 Round 2 HMGP Applications In Development - due September 4

- 11 applications being considered for development

Between DR-4353 and DR-4344 Round 2, due on September 4, 2018, there remains a total of **12 NOIs** being considered for development. **These are from Fire and Emergency Services (2), General Services (1), Information Systems Department (1), Regional Parks (1), Permit Sonoma (4), Sonoma County Water Agency (1), and Transportation and Public Works (2). The current totals for these potential HMGP applications are: \$20 million (\$19.8 million in federal share, \$4.9 million in local share), with \$4.5 million in potential general fund local share. Updated NOI lists are attached. Members of your Board are invited to comment on the lists.** After meeting the July 2 and September 4 deadlines, Cal OES will then review the applications and determine which will be submitted to FEMA for review and final approval. All projects receiving HMGP grant funding must be completed within three years.

D. FEMA Public Assistance

The Disaster Finance Team (consisting of participants from the Auditor-Controller Treasurer-Tax Collector, County Administrator's Office, and County Counsel) is working with FEMA and Cal OES to prepare 22 project worksheets to claim reimbursement for response and recovery costs associated with the October 2017 fires, as well as repair/replacement costs for

damages sustained to County property that are not covered by the County's insurance policies. These claims are being submitted through the FEMA Public Assistance Program.

As of July 27, 2018, the Disaster Finance Team estimates the County's total disaster related costs qualifying for FEMA's Public Assistance Program will be approximately \$37M, of which we anticipate the County will be reimbursed approximately \$36M over the next 2 to 5 years. FEMA has obligated 13 of the 22 projects and the County has received \$9.1M in expedited reimbursement funding and \$246K for small permanent projects managed by Regional Parks and Transportation and Public Works.

The Disaster Finance Team is in the process of collecting and reviewing supporting documentation for approximately \$13M (\$1.9M paid out) in Mutual Aid/Assistance provided by 85 law enforcement agencies, 17 EMMA jurisdictions, 12 shelters, and 12 agencies through the Department of Health during the fires and continues to work with FEMA, CAL-OES and County Departments to finalize the remaining 9 project worksheets. Claims for reimbursement will be filed with FEMA as additional disaster related costs are incurred and documentation is compiled. The Disaster Finance Team is also in the process of reviewing labor reports and personnel activity logs, and working with County Departments to reconcile approximately \$6M in fire related labor costs that may be eligible for reimbursement.

E. Economic Development Administration – Disaster Supplemental Funding

Economic Development Administration (EDA) has an open funding opportunity to award grants to eligible entities to address economic challenges in disaster-impacted areas. Multiple County departments are considering potential projects, including the following four. Other projects are also being explored for eligibility.

1. Project 1 - Revolving Loan Fund: Sonoma County Economic Development Board as lead applicant. Revolving loan fund to provide credit to Sonoma County entrepreneurs who are traditionally excluded or denied loans from mainstream financial institutions.
2. Project 2 – Broadband Expansion: Sonoma County as lead applicant. The EDB is working with the Office of Recovery and Resiliency, Department of Transportation and Public Works, and Information Systems Department to develop a project for the design/engineering and potential installation of broadband in rural areas of the County that serve local businesses, promote job creation/retention, and economic resiliency.
3. Project 3 - Regional Construction and Trades Training Center: Santa Rosa Junior College as lead applicant. The EDB is working closely with EDA officials, local construction/trades stakeholders, and Santa Rosa Junior College to propose building a Construction Training Center to train the county's construction workforce of the future.
4. Project 4 - AgTech Incubator: Santa Rosa Junior College as lead applicant. The EDB has engaged in preliminary talks with Benjamin Goldstein, Dean of Agriculture/Natural Resources & Culinary Arts at SRJC. The project goal would be to create a business incubator at the SRJC to develop a possible "talent pipeline" for local agriculture and food/beverage manufacturing. This project concept has support from the SRJC and EDA.

F. **CAL FIRE Grants for Fire Prevention**

On June 6, 2018, two grants were submitted by County departments to the CAL FIRE Fire Prevention grant program. The CAL FIRE Fire Prevention grant program, funded by the California Climate Investments (CCI) fund, aims to reduce the risk of wildland fires to habitable structures and communities, while maximizing carbon sequestration in healthy wildland habitat and minimizing the uncontrolled release of emissions emitted by wildfires. Grant applications were due June 6, 2018. \$195 million was available between this program and the CAL FIRE Forest Health grant program (application period for this closed in Spring 2018). The projects submitted by County departments on June 6, 2018, are:

1. Northwest Roadway Safety, Fuels Reduction, and Community Chipper and Engagement Project (Transportation and Public Works [TPW] is lead, in partnership with Fire and Emergency Services [FES] and Fire Safe Sonoma, Inc.)
 - a. Total: \$1,237,541; CAL FIRE \$1,082,969; Match: \$154,572
 - b. Match source: \$131,300 is from General Fund FY 2018 set aside; \$23,272 from in-kind volunteer labor tracked by Fire Safe Sonoma
2. Sonoma County Parks and Open Space Fire Resilience Planning (Regional Parks is lead, in partnership with Open Space District).
 - a. Total: \$593,537; CAL FIRE: \$511,920; Match: \$81,618
 - b. Match source: Open Space staff time

On August 8, 2018, CAL FIRE informed Regional Parks that their project was not selected for funding at this time.

On August 3, 2018, CAL FIRE informed TPW that their CAL FIRE Fire Prevention application is selected for funding. The full grant agreement is expected in late September. TPW and FES are partners on the project, and will work closely to complete the required grant agreement documents and implement the project.

G. **California Employment Development Department - Emergency Dislocated Worker Additional Assistance Grant**

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

- H. Crisis Counseling Assistance and Training Program Grant
The Crisis Counseling Assistance and Training Program (CCP) is administered in Sonoma County through the County Department of Health Services, Behavioral Health Division (DHS-BHD). The CCP helps individuals and communities recover from natural and human-caused disasters through community outreach, counseling, and access to mental health services for survivors of these disasters. This program is funded from a variety of sources. The initial recovery work is being supported by short-term disaster relief grants from FEMA for \$4.3M, awarded in two phases after the DR-4344 presidential disaster declaration. The CCP grant from FEMA ends in January 2019, and the Sonoma County DHS recognizes that the scope of this disaster will require continuation of CCP efforts to support ongoing recovery well beyond 2018. Sonoma County DHS applied to Kaiser Permanente for \$1M, which would be leveraged to secure an additional \$2M, all of which will continue CCP up to September 2019.
- I. Coordinate other Recovery-Related Grant and External Funding Opportunities
The Office of Recovery and Resiliency is tracking, investigating, and coordinating other grant opportunities for recovery-related priorities as well. When new opportunities are announced, Grant Summaries and targeted information is provided to County Departments. A comprehensive list of recovery-related external funding opportunities is being developed within the County Administrator's Office, and the status of actions taken is being tracked.

3. Legislative Update

- A. Legislative Advocacy
The Board of Supervisors and County Administrator's Office continue to update the local delegation on fire recovery efforts and advocate for resources to support full recovery and resiliency. **A current list of disaster response and recovery bills is attached.**

4. Looking Forward

- A. Recovery and Resiliency Framework

1) Community Engagement

The Office of Recovery and Resiliency Staff continues to engage with key community partners through participation in community meetings, partnering on data gathering efforts, and utilization of partner input to shape the recovery planning process. Community members are encouraged to submit recovery related feedback, input, and questions to info@sonomacountyrecovers.org. Community members can also submit input through an online survey available on the Office of Recovery and Resiliency's website: <https://sonomacounty.ca.gov/ORR>.

In addition, the Office will use these community engagement components to gain feedback and input to inform the Framework, including:

- (i) Recovery Planning Community Meetings: The Office is holding Recovery Planning Community Meetings to obtain feedback on the Draft Framework and expand a

public discussion to gain insight and identify critical changes to the Draft Framework. The first five sessions were held on:

Tuesday, July 10: County Office of Education in Santa Rosa. About 65 members of the public participated in small group discussions and provided input.

Wednesday, July 11: Sebastopol Center for the Arts in Sebastopol. About 60 members of the public participated in small group discussions and provided input.

Wednesday, July 25: Petaluma Community Center. About 40 members of the public participated in small group discussions and provided input.

Thursday, August 2: Finley Community Center, Santa Rosa. About 70 members of the public participated in small group discussions and provided input.

Wednesday, August 8: Sonoma Veterans Building, Sonoma. About 25 members of the public participated in small group discussions and provided input.

Two additional forums will be held in Spanish:

Tuesday, August 28, 6-8pm: Lawrence Cook Middle School, 2480 Sebastopol Rd., Santa Rosa

Wednesday, September 5, 6-8pm: La Luz Center, 17560 Greger St., Sonoma

For logistics and planning purposes, the Office of Recovery and Resiliency requests that community members RSVP by emailing recoveryinfo@sonoma-county.org. Additional information, including meeting materials, in English and Spanish are available on the Sonoma County Office of Recovery website at <https://sonomacounty.ca.gov/ORR/>.

Members of the public are invited to complete an online survey to provide input into the draft Recovery and Resiliency Framework: [Survey](#)

For information regarding Sonoma County's overall recovery efforts, visit www.sonomacountyrecovers.org.

- (ii) Office staff are proactively reaching out to stakeholders throughout the community seeking opportunities to update them on County recovery activities as well as receiving input to inform recovery planning.

Here is a sampling of groups, businesses, nonprofits, stakeholders and outside agencies and governments that Office staff have met with since early June 2018:

Bay Area Council
Blue Forest Conservation
Burbank Housing
Cal Fire
California Department of Fish and Wildlife
California Forest Management Task Force
California Human Development
Catholic Charities of Santa Rosa
Chandi Hospitality Group
City of Cloverdale
City of Cotati
City of Healdsburg
City of Petaluma
City of Santa Rosa

City of Sonoma
Community Action Partnership of Sonoma County
Community Foundation
County of Lake
County of Marin
County of Mendocino
County of Napa
Crop Performance
District 1 Block Captains
District 3 Block Captains
District 4 Block Captains
Emergency Council
Enterprise Community Partners
FEMA Office of Civil Rights & Liberties
Graton Day Labor
Green Belt Alliance
Habitat for Humanity Sonoma County
HALTER Project
Hanna Boys Center
Hispanic Chamber of Commerce
Housing Land Trust of Sonoma County
Kaiser Permanente
Keysight
Laguna de Santa Rosa Foundation
LandPaths
Los Cien
Matt Greene Forestry
Medtronic
NOAA Fisheries
North Bay Labor Council
North Bay Leadership Council
North Bay Trades Council
North Coast Builders Exchange
North Coast Regional Water Quality Control Board
Pacific Gas & Electric
Pepperwood Preserve
Preserve Rural Sonoma County
Rebuild Northbay Foundation
Rebuilding Our Community Sonoma County
San Diego County
San Francisco Bay Regional Water Quality Control Board
Santa Rosa Junior College Faculty
Santa Rosa Metro Chamber
Sierra Club
SoCo Rises
Sonoma County Alliance
Sonoma County Conservation Action
Sonoma County Farm Bureau
Sonoma County Forest Working Group

Sonoma Media
Sonoma Valley Unified
Town of Windsor
UC Berkeley
United Way of the Wine Country
University of California at Berkeley
University of California Cooperative Extension
University of California, San Diego's Scripps Institution of Oceanography
University of Nevada, Reno's The Nevada Seismology Laboratory
Urban Land Institute
Wildlands Conservancy

(iii) **Recovery Board Workshops:** The Board of Supervisors completed the fifth in a series of Board Workshops focused on each of the critical areas of recovery. On August 7, 2018, the Department of Health Services, Human Services Department, and the Office of Recovery and Resiliency, provided an update on Safety Net Services Recovery community needs and information on county and community services that are being provided to meet these needs. The Workshop included presentations from community organizations, including Sonoma County Office of Education, SoCo Rises, ROC Sonoma County, North Bay Organizing Project, Wildfire Mental Health Collaborative, and the Community Foundation Sonoma County.

In February and March, 2018, the Board held workshops on the other four critical areas of recovery, including Housing, Community Preparedness and Infrastructure, Economy, and Natural Resources.

- 2) **Timeline:** Community Input into the Recovery and Resiliency Framework is being accepted. The Framework will be brought to your Board for consideration in September 2018.

Prior Board Actions:

August 14, 2018 – Recovery Update on the status of recovery operations, planning, seeking of funding opportunities and community engagement.

August 7, 2018 – Recovery Update on the status of recovery operations, planning, seeking of funding opportunities and community engagement.

August 7, 2018 – Renewal of Emergency proclamations.

July 24, 2018 –

A) Recovery Update on the status of recovery operations, planning, seeking of funding opportunities and community engagement.

B) Receive an update from California Office of Emergency Services on debris removal progress.

July 10, 2018 – Renewal of Emergency proclamations.

June 13, 2018 – Received presentation on Draft Plan.

June 11, 2018 – Renewal of Emergency proclamations.

May 22, 2018 – Recovery Update on the status of recovery operations, planning, and seeking of funding opportunities.
 May 8, 2018 – Renewal of Emergency proclamations.
 March 20, 2018 – Renewal of Emergency proclamations; disaster fiscal update; authorized appropriations of \$9.5 million to the Disaster Response & Recovery Fund.
 February 13, 2018 – Renewal of Emergency proclamations
 February 6, 2018 – Established the Office of Recovery & Resiliency staffing; authorized appropriations of \$2 million to the Disaster Response & Recovery Fund.
 December 19, 2017 – Disaster fiscal update and creation of Sonoma County Office of Recovery and Resiliency.

Strategic Plan Alignment Not Applicable

Fiscal Summary

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

Narrative Explanation of Fiscal Impacts:

Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
08-28-2018 CAO Recovery Update_Att A HMGP NOI 4344 08-28-2018 CAO Recovery Update_Att B HMGP NOI 4353 08-28-2018 CAO Recovery Update_Att C Fire Bills 08-28-2018 CAO Recovery Update_Att D Recovery Activities			
Related Items “On File” with the Clerk of the Board:			

DR-4344 - Applications in Development/Submitted

Hazard Mitigation Area	Jurisdiction	Task Force	Department	Project Title	Project Description	Estimated Total			Local Share		Status	Notes
						Cost	Federal Share	Local Share	Y/N	Local Share Detail		
Fire	County	All	FES	Sonoma County Community Wildfire Protection Plan Update & LHMP Annexation	Update the existing Sonoma County Community Wildfire Protection Plan to reflect the post-2017 fire landscape in our county, and integrate and align the CWP with the Local Hazard Mitigation Plan, which is being updated concurrently.	\$ 200,000	\$ 150,000	\$ 50,000	Y	County General Fund	Due 9/4/2018	
Fire	County	All	General Services	Fire Early Warning and Detection Camera System	Create a fire early warning camera system by installing fire monitoring cameras at strategic locations throughout the County, with associated microwave/lower systems with sufficient bandwidth. In partnership with City of Santa Rosa.	\$ 2,000,000	\$ 1,500,000	\$ 500,000	Y	County General Fund, City of Santa Rosa	Due 9/4/2018	
All	County	Infrastructure	ISD	Data Center Generator	Stand-alone generator project to protect County of Sonoma's datacenter that contain mission critical systems including emergency 911, computer aided dispatch, communications, and related public safety and emergency response systems.	\$ 505,675	\$ 379,256	\$ 126,419	Y	County General Fund	Due 9/4/2018	
Flood	County	Natural Resources	Parks	Stabilizing and re-vegetation of Hood Mountain	Revegetate and stabilize soil in areas burned by the fire and damaged by fire suppression efforts such as bulldozer lanes to prevent flooding, erosion, and debris flow that could damage properties down	\$ 310,813	\$ 233,110	\$ 77,703	Y	County General Fund & potentially Sonoma County Regional Parks Foundation - Wildfire	Due 9/4/2018	
All	County	All	PRMD	Sonoma County Operational Area Multi-Jurisdictional Local Hazard Mitigation Plan (LHMP) Update	Update the Sonoma County LHMP to incorporate better understanding of the wildfire, tsunami, and earthquake hazards including custom HAZUS models for each jurisdiction. County LHMP will become a multi-jurisdictional plan to include county districts and other jurisdictions that want to participate.	\$ 333,333	\$ 250,000	\$ 83,333	Y	County General Fund	Due 9/4/2018	
Earthquake	County	All	PRMD	Surface fault rupture and seismic induced landslides analysis to Annex into Sonoma County LHMP	Planning project to increase understanding of Rodgers Creek Fault. Create hazard maps, and do site specific studies of the fault in newly identified areas. Planning and risk analysis conducted will be adopted and annexed into the Sonoma County	\$ 200,000	\$ 150,000	\$ 50,000	Y	County General Fund	Due 9/4/2018	
Earthquake	County	Infrastructure	PRMD	Seismic Strengthening and Retrofit of Existing Structures, Sonoma Countywide	Retrofit critical facilities, unreinforced masonry, and if possible soft-structure buildings already identified in LHMP. This project will be a phased project.	\$ 6,750,000	\$ 5,000,000	\$ 1,677,777	Y	County General Fund, SBA Loans, other state government agencies, and Property Owner Cost-Share	Due 9/4/2018	State's Earthquake Brace & Bolt (EBB) program could potentially provide portion of match if this State program was expanded to include Sonoma County. EBB program is part of State's CA Residential Mitigation Program (CRMP). Project being developed with CDC.
Fire	County	Housing, Infrastructure	PRMD & FES	Wildfire-Adapted Sonoma County: Education and Incentives for Safe and Resilient Sonoma County	Harden structures, create defensible space and graze corridors to reduce risk of catastrophic wildfire. Reduce the potential for loss of lives, homes, businesses, and property in Sonoma County's WUI areas. Phased project.	\$ 6,750,000	\$ 5,000,000	\$ 1,677,777	Y	County General Fund, SBA Loans, other state government agencies, and Property Owner Cost-Share	Due 9/4/2018	Priority for Board. chance of future match from CAL FIRE if Fire Prevention grant pursued for this.
Flood, Earthquake	Water Agency	Infrastructure	SCWA	Ely Booster Station Hazard Mitigation Project	Mitigate flood and seismic hazards to the booster station by sealing electrical enclosures, elevating equipment, and anchoring equipment critical to the operation of the Booster Station. These actions would effectively provide protection against a 500	\$ 1,305,000	\$ 978,750	\$ 326,250	N	SCWA Water Transmission Fund	Due 9/4/2018	
Flood	County	Infrastructure, Housing	TPW	Culvert Improvements to Reduce Flooding	Upsize 3 culverts in sonoma county to a higher capacity to reduce flooding. • Drake Rd - Guerneville (5th district) • Lakeville Rd - Petaluma (2nd district) • Roberts Rd - near Penngrove (1st district)	\$ 400,000	\$ 300,000	\$ 100,000	Y	County General Fund	Due 9/4/2018	
Flood	County	Natural Resources, Infrastructure	TPW	Russian River Flood Management & Fisheries Habitat Enhancement Planning.	Hydro-dynamic flow model for area of Russian river that is flood prone & impacts structures. From ast to alexander valley bridge (11 mi). High rates of sedimentation. Community meetings to identify hazards. Project is to create model that will allow for identifying mitigation actions that will reduce flood damage in project location.	\$ 200,000	\$ 150,000	\$ 50,000	N	TPW Funds	Due 9/4/2018	
Flood	Community Development	Housing	CDC	Sonoma County Flood Elevation Program	Elevate homes and provide other mitigation measures for properties on the NFIP repetitive loss list.	\$ 1,807,043	\$ 1,355,282	\$ 451,761	N	Property Owner Contribution	App Submitted 7/1/2018	
All	County	Infrastructure	General Services	Seismic upgrades for Petaluma Veterans Building	Retrofit Petaluma Veterans hall for Seismic Stability	\$ 1,993,367	\$ 1,495,025	\$ 498,342	Y	\$425,808 in FY18-19 capital projects	App Submitted 7/1/2018	additional \$425,808 set aside in Capital Projects for FY18-19 (covers most of FY 2018-19)
Flood	Water Agency	Natural Resources	SCWA	Improved Flood Early Warning Using Advanced Radar	Purchase and install X-Band radar to better predict flooding and provide for improved response.	\$ 2,666,700	\$ 2,000,025	\$ 666,675	N	(Available Special District Funds) SCWA, Marin County, (Available Special District Funds) RRCSD	App Submitted 7/1/2018	
Earthquake	Water Agency	Infrastructure	SCWA RRCSD	Seismic Rehabilitation and Retrofit of Secondary Treatment Clarifiers	Retrofit of facilities to reduce risk of system failure during an earthquake.	\$ 2,400,000	\$ 1,800,000	\$ 600,000	N	(Available Special District Funds) RRCSD	App Submitted 7/1/2018	
Earthquake	Water Agency	Infrastructure	SCWA SVCSO	Seismic Rehabilitation and Retrofit of Secondary Treatment Clarifiers - SVCSO	Retrofit of facilities to reduce risk of system failure during an earthquake.	\$ 2,750,000	\$ 2,062,500	\$ 687,500	N	(Available Special District Funds) SVCSO	App Submitted 7/1/2018	
All	County	Infrastructure	TPW	Bank Stabilization to protect River Road	Protect the quickly-eroding bank of the Russian River along River Rd. using primarily natural materials in order to protect a vital transportation link, as well as residences and agricultural land.	\$ 5,092,220	\$ 3,819,165	\$ 1,273,055	N	SBI	App Submitted 7/1/2018	
All	County	Infrastructure	TPW	Road Yard Generator	Purchase and install onsite generator for the Sonoma County Santa Rosa Road Maintenance Yard to prevent risk of service interruption affecting district operations.	\$ 250,000	\$ 187,500	\$ 62,500	N	Roads Fund	App Submitted 7/1/2018	
All	County	Infrastructure	TPW	Airport Generator	Purchase and installation of onsite generator for the Airport Terminal to allow operations for at least 6 days in the event of power outages.	\$ 480,000	\$ 360,000	\$ 120,000	N	Airport Enterprise Funds	App Submitted 7/1/2018	
TOTAL						\$ 36,394,151.00	\$ 27,170,613.25	\$ 9,079,091.75				
General Fund												
Total - All DR						\$ 4,841,351.00						
4344												

DR-4344 - Recently removed from HHGP-In-development list

Hazard Mitigation Area	Jurisdiction	Task Force	Department	Project Title	Project Description	Estimated Total Cost	Federal Share	Local Share	Local Share Source	Local Share Type	Status	Notes
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Fire	County	Infrastructure	FES	Collaborative Mapping for Strategic Risk Reduction and Community Safety	Provide strategic response pre-attack maps to cover all areas at risk to wildfire in Sonoma County. These maps and data will be annexed into update of the county-wide LHMP.	\$ 200,000.00	\$ 150,000.00	\$ 50,000.00	Y	County General Fund, Potentially Fire Chief match	not pursuing for HMGP	Not pursuing based on CALOES feedback that HMGP can only pay for mapping to ID mitigation actions - which is already being addressed by CWPV HMGP application - real need here was for response attack maps, which HMGP cannot pay for. FES time better spent on Seismic, CWPV, and Fire Mitigation Retrofit applications.
All	County	Infrastructure	TPW	Atli Bridge	Construct a permanent bridge over the Russian River at Washington School Road, near the community of Atli.	\$ 25,000,000.00	\$ 5,000,000.00	\$ 20,000,000.00	Y	TBD	not pursuing HMGP at this time - will pursue if necessary supporting info is produced	TPW has opted not to pursue the funding application for a permanent bridge in Atli mainly due to timing conflicts between the environmental work and the required timeline for construction. The department instead is actively working with a group of residents on a bridge feasibility study and will soon start environmental work to be better prepared to apply for funding in the future.
Seismic	County	Infrastructure	General Services	Seismic upgrades for Sonoma Veterans Building	Retrofitting Sonoma Veterans hall for Seismic Stability	\$ 2,243,000.00	\$ 1,682,250.00	\$ 560,750.00	Y	County General Fund	not pursuing HMGP at this time - will pursue if necessary supporting info is needed	Not cost effective. Consultant worked BCA but could not get it above AD. BCA must be above 1.0 to be submitted.
Fire, Seismic	County	Infrastructure	ISD	Seismic and Fire retrofit of County Datacenter to Maintain Critical Capabilities	County datacenter infrastructure, utility, Hazard mitigation protective measures for electrical & internet redundancy. Create separate redundant power and network connectivity line.	\$ 1,255,000.00	\$ 941,250.00	\$ 313,750.00	Y	County General Fund	not pursuing HMGP at this time - will pursue if necessary supporting info is produced	Insufficient technical info to meet 9/4 deadline. Structural engineer's assessment of vulnerability and design needed for both application and BCA. BCA not possible given current information. Will be pursued in future HMGP rounds. If necessary analyses are

Hazard Mitigation Grant Program (HMGP) Applications in Development for Disaster Number DR-4353

Hazard Mitigation Area	Task Force	Department	Project Title	Project description	Estimated Total Cost	Federal Share	Local Cost Share	Local Share: General Fund Y/N	Local Share Detail	Status
All	Infrastructure	FES	Warning Sirens - System	Design and install warning sirens in selected locations. Develop operating, testing, and maintenance procedures. In partnership with City of SR.	\$850,000	\$637,500	\$212,500	Y	County General Fund, City of SR	due 9/4/2018
TOTALS					\$ 850,000.00	\$ 637,500.00	\$ 212,500.00			

Fire Recovery

Bill ID/Topic	Location	Summary	Position
<p>AB 425 Caballero D</p> <p>Timber harvesting plans: exemptions: temporary roads.</p>	<p>SENATE INACTIVE FILE 9/13/2017 - Ordered to inactive file at the request of Senator Hertzberg.</p> <p>8/22/2018 #4 SENATE SEN SECOND READING FILE - ASSEMBLY BILLS</p>	<p>The Z'berg-Nejedly Forest Practices Act of 1973 prohibits a person from conducting timber operations, as defined, unless a timber harvesting plan prepared by a registered professional forester has been submitted to the Department of Forestry and Fire Protection. The act authorizes the State Board of Forestry and Fire Protection to exempt from some or all of those provisions of the act a person engaging in specified forest management activities, including the cutting or removal of trees in compliance with existing law relating to defensible space. In this regard, the act authorizes, until January 1, 2021, the Forest Fire Prevention Pilot Project Exemption if specified conditions are met, including that only trees less than 26 inches in stump diameter, measured at 8 inches above ground level, shall be removed, no new road construction or reconstruction shall occur, and the activities shall be conducted in specified counties. This bill would expand the exemption to allow the construction or reconstruction of temporary roads on slopes of 40% or less if certain conditions are met, including that a registered professional forester designates temporary road locations, landing locations, associated class III watercourse crossings, unstable areas, and connected headwall swales, including convergent slopes, on specified maps. The bill would require, on or before December 31, 2020, the department and the board to review and submit a report to the Legislature on the trends in the use of, compliance with, and effectiveness of, the exemption, including an assessment of the construction or reconstruction of temporary roads. Last Amended on 4/4/2017</p>	
<p>AB 579 Flora R</p> <p>Apprenticeship: fire protection: firefighter preapprenticeship program.</p>	<p>ASSEMBLY CHAPTERED 9/28/2017 - Approved by the Governor. Chaptered by Secretary of State - Chapter 344, Statutes of 2017.</p>	<p>Existing law provides for apprenticeship programs within the Division of Apprenticeship Standards, which is within the Department of Industrial Relations, sponsored by specific entities and employers, and requires the Chief of the Division of Apprenticeship Standards to perform various functions with respect to apprenticeship programs and the welfare of apprentices. This bill would require the Division of Apprenticeship Standards, in collaboration with the California Firefighter Joint Apprenticeship Committee (CAL-JAC), to develop a statewide firefighter preapprenticeship program designed to recruit candidates from underrepresented groups. This bill would require the preapprenticeship program to meet specified objectives. This bill would also require CAL-JAC to deliver the pilot classes established by the preapprenticeship program using existing facilities and training models. This bill would require CAL-JAC to provide the program model to fire protection agencies, and would authorize a fire protection agency to then use that model and related resources to establish a local preapprenticeship program for recruiting candidates from underrepresented groups. This bill would reference an appropriation made in the Budget Act of 2017–18 to the division to establish the preapprenticeship program and would require the division to use those funds for specified purposes. This bill contains other related provisions. Last Amended on 7/10/2017</p>	
<p>AB 1283 Rodriguez D</p> <p>Mutual aid: reimbursements: volunteer firefighters.</p>	<p>SENATE INACTIVE FILE 9/5/2017 - Withdrawn from committee. Ordered to second reading. Ordered to inactive file at the request of Senator Bradford.</p>	<p>(1)Existing law, the California Emergency Services Act, requires the Governor to coordinate the State Emergency Plan and any programs necessary for the mitigation of the effects of an emergency in this state, as specified. The act authorizes the Governor, with advice of the Office of Emergency Services, to divide the state into mutual aid regions for the more effective application, administration, and coordination of mutual aid and other emergency-related activities. The act requires the Office of Emergency Services, in consultation with relevant local and state agencies, to develop and adopt a state fire service and rescue emergency mutual aid plan as an annex to the State Emergency Plan. This bill would require a nonprofit or public fire department that has</p>	

		volunteer firefighters and receives reimbursement from the federal, state, or local government through a mutual aid request, if the applicable fire agreement is intended to reimburse for personnel costs for work performed associated with firefighting in which the volunteer firefighters of the fire department have participated, to pass through to those volunteers specific reimbursement. The bill would require a fire department that utilizes the services of volunteer firefighters to maintain documentation of reimbursements and allow access to those records as prescribed. The bill would require a fire department to cease using the services of any volunteer firefighter to provide mutual aid response pursuant to the fire agreement who has received pass-through reimbursements that exceed during the fiscal year 20% of the statewide average amount that otherwise would be required to hire a permanent employee to provide the same services and would prohibit such a volunteer from engaging in mutual aid response for the fire department until the following fiscal year. The bill would authorize a volunteer to pursue reimbursement in a civil action if the fire department fails to reimburse the volunteer firefighter in accordance with the bill. By increasing the duties of local officials, this bill would impose a state-mandated local program. This bill contains other existing laws. Last Amended on 8/28/2017	
<u>AB 1772</u> <u>Aguiar-Curry D</u> Fire insurance: indemnity.	SENATE INACTIVE FILE 6/21/2018 - Ordered to inactive file at the request of Senator McGuire.	Existing law defines the measure of indemnity for a loss under an open fire insurance policy and specifies time limits under which an insured must collect the full replacement cost of the loss. In the event of a loss relating to a state of emergency, as defined, existing law establishes a minimum time limit of not less than 24 months from the date that the first payment toward the actual cash value is made during which the insured may collect the full replacement cost of the loss, subject to the policy limit, as specified. This bill would extend the minimum time limit during which an insured may collect the full replacement cost of a loss relating to a state of emergency to 36 months. The bill would require that additional extensions of 6 months be provided to policyholders for good cause under that circumstance. The bill would also require that policy forms issued by an insurer be in compliance with these changes on and after July 1, 2019. The bill would also make technical changes. Last Amended on 6/19/2018	
<u>AB 1797</u> <u>Levine D</u> Residential property insurance.	ASSEMBLY ENROLLED 8/14/2018 - Enrolled and presented to the Governor at 4 p.m.	Existing law requires a named insured on a residential property insurance policy be provided with a copy of the California Residential Property Insurance Disclosure which sets forth a description of certain types of insurance coverage, such as actual cash value coverage and guaranteed replacement cost coverage, as specified. Existing law also requires every California Residential Property Insurance Disclosure be accompanied by a California Residential Property Insurance Bill of Rights. This bill would require an insurer that provides replacement cost coverage to provide, on an every other year basis, at the time an offer to renew a policy of residential property insurance is made to the policyholder, an estimate of the cost necessary to rebuild or replace the insured structure that complies with specified existing regulations. The bill would exempt an insurer from this requirement if either the policyholder has requested, within the 2 years prior to the offer to renew the policy, and the insurer has provided, coverage limits greater than the previous limits that the policyholder had selected, or if the insurer has made specified offers to the policyholder. The bill would state its provisions are not intended to change existing law with respect to the duty of a policyholder or applicant to select the coverage limits for a policy of residential property insurance. The bill's provisions would become operative July 1, 2019. Last Amended on 6/19/2018	
<u>AB 1799</u> <u>Levine D</u>	ASSEMBLY CHAPTERED 7/9/2018 - Approved by the Governor.	Existing law requires an insurer, after a covered loss under a fire insurance policy, to provide the insured with a free copy of his or her policy within 30 calendar days of receiving a request from the insured, but allows the Insurance Commissioner to extend this period. Existing law also	

Insurance: policy documents.	Chaptered by Secretary of State - Chapter 69, Statutes of 2018.	provides that an insured who does not experience a covered loss shall, upon request, be entitled to one free copy of his or her policy annually. This bill would specify that the copy of the policy provided shall be a complete copy of the policy in effect at the time of the loss and shall include the full policy, any endorsements to the policy, and the policy declarations page. The bill would authorize an insurer that is not compliant with specified electronic document transmission requirements to provide a copy of the entire policy in electronic form if the covered loss is the result of a state of emergency and the electronic copy is requested by an insured who has not elected to receive electronic documents. The bill would require an insurer that is compliant with those requirements to provide an electronic copy of the entire policy if the same criteria are met. The bill would provide that request by an insured under these circumstances is not a request to receive future electronic communications. Last Amended on 4/12/2018	
<u>AB 1800</u> <u>Levine D</u> Fire insurance: indemnity.	SENATE INACTIVE FILE 7/2/2018 - Ordered to inactive file at the request of Senator Glazer.	Existing law defines the measure of indemnity for a loss under an open fire insurance policy and specifies time limits under which an insured must collect the full replacement cost of the loss. Existing law prohibits, in the event of a total loss of the insured structure, a fire insurance policy issued or delivered in the state from limiting or denying payment of the replacement cost of property if the insured decides to rebuild or replace the property at a location other than the insured premises. Existing law requires the measure of indemnity to be based upon the replacement cost of the insured property and prohibits it from being based upon the cost to repair, rebuild, or replace at a location other than the insured premises. This bill would instead prohibit, in the event of a total loss of an insured structure, a fire insurance policy issued or delivered in this state from containing a provision that limits or denies, on the basis that the insured has decided to rebuild at a new location or to purchase an already built home at a new location, payment of the building code upgrade cost or the replacement cost, including any extended replacement cost coverage, to the extent those costs are otherwise covered by the terms of the policy or any policy endorsement. The bill would prohibit the measure of indemnity from exceeding, rather than requiring it to be based upon, the replacement cost, as specified. The bill would require all policy forms issued on and after July 1, 2019, to contain these provisions. Last Amended on 6/19/2018	
<u>AB 1875</u> <u>Wood D</u> Residential property insurance.	SENATE THIRD READING 8/17/2018 - From committee: Do pass. (Ayes 7. Noes 0.) (August 16). Read second time. Ordered to third reading. 8/22/2018 #179 SENATE SEN THIRD READING FILE - ASM BILLS	Existing law generally regulates classes of insurance, including residential property insurance. Under existing law, the California FAIR (fair access to insurance requirements) Plan Association, a joint reinsurance association in which all insurers licensed to write basic property insurance participate, administers a program for the equitable apportionment of basic property insurance for persons who are unable to obtain that coverage through normal channels. Existing law requires the association to establish and maintain an Internet Web site and a toll-free telephone number through which a person may receive assistance in applying for basic property insurance. Existing law requires an insurer member of the plan to provide the Internet Web site address and toll-free telephone number to an applicant who is denied coverage. This bill would require the Department of Insurance to establish the California Home Insurance Finder on its Internet Web site to help homeowners connect with an insurance agent or broker for residential property insurance. The bill would require the department to annually survey agents, brokers, and insurers about inclusion in the finder, and post participants' names, addresses, phone numbers, and Internet Web sites, if available, to the finder on or before July 1, 2020. The bill would require the commissioner to use social media and other tools to promote the finder, and to create materials in the most common languages used in California. The bill would require an insurer that does not offer, cancels, or declines to renew a policy of residential property insurance to disclose specified information to a	

		<p>homeowner, including, on or after July 1, 2020, information about the finder. The bill would require an insurer that offers replacement cost coverage, as specified, but does not offer, or declines to offer, specified extended replacement cost coverage to disclose specified information to a homeowner, including the Internet Web site address of the department's Homeowners Coverage Comparison Tool. The bill would require a residential property insurer to notify the department on or before February 1 of each year of the amount of extended replacement cost coverage it offers in California, and would require the department to use this information to annually update the Homeowners Coverage Comparison Tool. Last Amended on 7/2/2018</p>	
<p><u>AB 1877</u> <u>Limón D</u></p> <p>Office of Emergency Services: communications: translation.</p>	<p>SENATE THIRD READING 8/17/2018 - From committee: Do pass. (Ayes 7. Noes 0.) (August 16). Read second time. Ordered to third reading.</p> <p>8/22/2018 #180 SENATE SEN THIRD READING FILE - ASM BILLS</p>	<p>The California Emergency Services Act establishes the Office of Emergency Services within the Governor's office under the supervision of the Director of Emergency Services and makes the office responsible for the state's emergency and disaster response services for natural, technological, or manmade disasters and emergencies. Existing law requires the Governor to coordinate a State Emergency Plan, which is in effect in each political subdivision of the state, and requires the governing body of each political subdivision, as defined, to take actions necessary to carry out the provisions of that plan. Existing law defines an "operational area" as an intermediate level of the state emergency services organization, consisting of a county and all political subdivisions within the county area. This bill would require the Office of Emergency Services and the governing body of each political subdivision, including each operational area, to translate any emergency communication to the public into the most commonly spoken language other than English in the impacted county or counties, or, at the option of a county, into one or more languages other than English spoken in the county pursuant to an individualized language assessment of that county. By imposing additional duties on local agencies, the bill would impose a state-mandated local program. This bill contains other related provisions and other existing laws. Last Amended on 5/25/2018</p>	
<p><u>AB 1919</u> <u>Wood D</u></p> <p>Price gouging: state of emergency.</p>	<p>SENATE THIRD READING 8/20/2018 - Read second time. Ordered to third reading.</p> <p>8/22/2018 #281 SENATE SEN THIRD READING FILE - ASM BILLS</p>	<p>Under existing law, upon the proclamation of a state of emergency, as defined, declared by the President of the United States or the Governor, or upon the declaration of a local emergency, as defined, by the executive officer of any county, city, or city and county, and for a period of 30 days following that declaration, it is a misdemeanor with specified penalties for a person, contractor, business, or other entity to sell or offer to sell certain goods and services, including housing, for a price that exceeds by 10% the price charged by that person immediately prior to the proclamation of emergency, except as specified. Existing law, the California Emergency Services Act, establishes the Office of Emergency Services and vests the office with responsibility for the state's emergency and disaster response services for natural, technological, or manmade disasters and emergencies, as specified. This bill would additionally, upon the proclamation or declaration of an emergency as described above, make it a misdemeanor for a person, business, or other entity to increase the rental price, as defined, advertised, offered, or charged for housing to an existing or prospective tenant by more than 10%. The bill would extend the prohibition with regards to housing for any period that the proclamation or declaration is extended. The bill would additionally make it a misdemeanor for a person, business, or entity to evict a housing tenant after the proclamation of a state of emergency and then rent or offer to rent to another person at a rental price higher than the evicted tenant could be charged. By creating a new crime, this bill would create a state-mandated local program. The bill would require the Office of Emergency Services, upon the proclamation of an emergency by the Governor, to include information about these provisions and guidance to property owners, as specified, on an appropriate Internet Web site. This bill contains other related provisions and other existing laws. Last Amended on 8/17/2018</p>	

<p><u>AB 1928</u> <u>McCarty</u> D</p> <p>California Conservation Corps: contracts.</p>	<p>ASSEMBLY CONCURRENCE 8/20/2018 - Read third time. Passed. Ordered to the Assembly. In Assembly. Concurrence in Senate amendments pending. May be considered on or after August 22 pursuant to Assembly Rule 77.</p> <p>8/23/2018 #29 ASSEMBLY CONCURRENCE IN SENATE AMENDMENTS</p>	<p>Existing legislative findings and declarations state that the California Conservation Corps offers California a unique opportunity to meet both the goal of increasing understanding and appreciation of the environment and the goal of helping youths become productive adults. Existing law provides that the Legislature reaffirms its intent that the corps' mission includes increasing awareness of and improving our natural resources, and instilling basic skills and a healthy work ethic in California youth, building their character, self-esteem, and self-discipline, and establishing within them a strong sense of civic responsibility and understanding of the value of a day's work for a day's wages. This bill would authorize the California Conservation Corps to enter into a contract with an individual or collective of certified community conservation corps for a specified type of project or program that is in furtherance of those legislative findings and declarations. The bill would authorize the Director of the California Conservation Corps to establish guidelines for these purposes and would require these contracts to adhere to any established guidelines. The bill would require the California Conservation Corps to file a report on the success of any such program or project with the Legislature before January 1, 2023. Last Amended on 8/15/2018</p>	
<p><u>AB 1954</u> <u>Patterson</u> R</p> <p>Timber harvest plans: exemption: reducing flammable materials.</p>	<p>ASSEMBLY ENROLLED 8/13/2018 - Enrolled and presented to the Governor at 3 p.m.</p>	<p>The Z'berg-Nejedly Forest Practices Act of 1973 prohibits a person from conducting timber operations, as defined, unless a timber harvesting plan prepared by a registered professional forester has been submitted to the Department of Forestry and Fire Protection. The act authorizes the State Board of Forestry and Fire Protection to exempt from some or all of those provisions of the act a person engaging in specified forest management activities, including a person engaged in forest management whose activities are limited to the cutting or removal of trees on the person's property in compliance with existing laws relating to defensible space, as provided, and requires the board to adopt regulations to implement this exemption no later than January 1, 2016. Existing law requires the department evaluate the effects of this exemption and report its recommendations to the Legislature based on that evaluation, as provided. Existing law makes the exemption inoperative 3 years after the effective date of regulations adopted by the board or no later than January 1, 2019. This bill would extend the inoperative date to January 1, 2022, and would delete the reporting requirement. Last Amended on 4/16/2018</p>	
<p><u>AB 1956</u> <u>Limón</u> D</p> <p>Fire prevention activities: local assistance grant program.</p>	<p>SENATE THIRD READING 8/20/2018 - Read second time. Ordered to third reading.</p> <p>8/22/2018 #284 SENATE SEN THIRD READING FILE - ASM BILLS</p>	<p>Existing law requires the Director of Forestry and Fire Protection to establish a working group, consisting of specified members, to identify potential incentives for landowners to implement prefire activities, as defined, in state responsibility areas and urban wildland communities and to identify all federal, state, or local programs, private programs, and any other programs requiring a cost share that involves prefire activities. This bill would repeal this law. This bill contains other related provisions and other existing laws. Last Amended on 8/17/2018</p>	
<p><u>AB 2091</u> <u>Grayson</u> D</p> <p>Fire prevention: prescribed burns: insurance pool.</p>	<p>SENATE THIRD READING 8/21/2018 - Read second time and amended. Ordered to third reading.</p> <p>8/22/2018 #381 SENATE SEN THIRD READING FILE - ASM BILLS</p>	<p>(1) Existing law establishes in the Department of Forestry and Fire Protection the State Board of Forestry and Fire Protection consisting of specified members who are selected and approved for appointment on the basis of their educational and professional qualifications and their general knowledge of, interest in, and experience with, among other things, forest management practices. This bill would rename the board the State Board of Forestry and Fire Prevention and Protection. This bill contains other related provisions and other existing laws. Last Amended on 8/21/2018</p>	

<p><u>AB 2102</u> <u>Rodriguez D</u></p> <p>State of emergency: out-of-state aid: reciprocity.</p>	<p>SENATE INACTIVE FILE 8/20/2018 - Ordered to inactive file at the request of Senator Glazer.</p>	<p>Existing law, the Emergency Medical Services System and the Prehospital Emergency Medical Care Personnel Act, establishes the Emergency Medical Services Authority and provides for the certification of emergency medical personnel, as specified. The authority is responsible for the coordination and integration of all statewide activities concerning emergency medical services. Existing law, the California Emergency Services Act establishes the Office of Emergency Services and directs the office to serve as the State Disaster Council for the purposes of the California Disaster and Civil Defense Master Mutual Aid Agreement. The act authorizes state agencies to provide mutual aid, including personnel, equipment, and other available resources, to assist political subdivisions during a local emergency or in accordance with mutual aid agreements or at the direction of the Governor. This bill would require the authority to establish training standards and licensing reciprocity procedures for out-of-state paramedic personnel who are requested through the California Disaster and Civil Defense Master Mutual Aid Agreement to render aid in this state during a declared state of emergency. Last Amended on 6/18/2018</p>	
<p><u>AB 2126</u> <u>Eggman D</u></p> <p>California Conservation Corps: forestry corps program.</p>	<p>SENATE CONSENT CALENDAR 8/21/2018 - Ordered to special consent calendar.</p> <p>8/22/2018 #444 SENATE SPECIAL CONSENT CALENDAR NO. 28</p>	<p>Existing law establishes the California Conservation Corps in the Natural Resources Agency and requires the corps to implement and administer the conservation corps program. Existing law requires the Governor to appoint a director to act as the administrative officer of the corps. Existing law authorizes the director to employ special corps members without regard to their ages so that the corps may draw upon their special skills that may contribute to the attainment of the objectives of the program. Existing law provides that these special members may be assigned to headquarters, as well as field positions. This bill would require the director, no later than July 1, 2019, to establish a forestry corps program to accomplish certain objectives including developing and implementing forest health projects, as provided, and establishing forestry corps crews. The bill would require the director to partner with certified community conservation corps in implementing the forestry corps program, where feasible. The bill would require the director, no later than January 1, 2020, to establish 2 forestry corps crews, one to be based in the Central Valley and the other in the Inland Empire, as specified. This bill contains other related provisions. Last Amended on 8/6/2018</p>	
<p><u>AB 2229</u> <u>Wood D</u></p> <p>Residential property insurance: disclosures.</p>	<p>ASSEMBLY CHAPTERED 7/9/2018 - Approved by the Governor. Chaptered by Secretary of State - Chapter 75, Statutes of 2018.</p>	<p>Existing law requires a named insured on a residential property insurance policy be provided with a copy of the California Residential Property Insurance Disclosure, which sets forth a description of certain types of insurance coverage, such as actual cash value coverage and guaranteed replacement cost coverage. Existing law also requires every California Residential Property Insurance Disclosure be accompanied by a California Residential Property Insurance Bill of Rights. This bill would require a California Residential Property Insurance Disclosure that is provided on and after January 1, 2020, to include any fire safety-related discounts offered by the insurer. Last Amended on 4/12/2018</p>	
<p><u>AB 2238</u> <u>Aguiar-Curry D</u></p> <p>Local agency formation: regional housing need allocation: fire hazards: local health emergencies:</p>	<p>SENATE INACTIVE FILE 8/9/2018 - From Consent Calendar. Ordered to inactive file at the request of Senator Dodd.</p>	<p>(1)Existing law, the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, provides the authority and procedures for the initiation, conduct, and completion of changes of organization and reorganization of cities and districts. The act specifies the factors that a local agency formation commission is required to consider in the review of a proposal for a change of organization or reorganization, including, among other things, per capita assessed valuation and the proposal's consistency with city or county general and specific plans. This bill would instead require the commission to consider the assessed valuation rather than per capita assessed valuation. The bill would additionally require the commission to consider information contained in a local hazard mitigation plan, information contained in a safety element of a general plan, and any maps that identify land as a very high fire hazard zone or maps that identify land determined to be</p>	

hazardous and medical waste.		in a state responsibility area if it is determined that such information is relevant to the area that is the subject of the proposal. By adding to the duties of local agency formation commissions in reviewing a change of organization or reorganization, this bill would impose a state-mandated local program. This bill contains other related provisions and other existing laws. Last Amended on 6/12/2018	
<u>AB 2252</u> <u>Limón D</u> State grants: state grant administrator.	SENATE THIRD READING 8/20/2018 - Read second time. Ordered to third reading. 8/22/2018 #303 SENATE SEN THIRD READING FILE - ASM BILLS	The Grant Information Act of 1999 authorizes state agencies to make available on the Internet a listing, of all grants administered by that agency, that includes specified information and provides instructions on filing grant applications electronically, or on the manner in which to download, complete, and mail grant applications to the state agency, or both. The act also authorizes each state agency to make available on the Internet any printed grant application form used by the agency to award grants that are administered by that agency. This bill would, instead, enact the Grant Information Act of 2018. The bill would require the California State Library, on or before July 1, 2020, to create a funding opportunities Internet Web portal that provides a centralized location for grant seekers to find state grant opportunities. The bill would additionally require each state agency, on or before July 1, 2020, to register every grant the state agency administers with the California State Library prior to commencing a solicitation or award process for distribution of the grant, as specified. The bill would require each state agency, on or before July 1, 2020, to provide for the acceptance of electronic applications for any grant administered by the state agency, as appropriate. The bill would additionally require the California State Library to create an annual report to the Legislature relating to the effectiveness of the Internet Web portal, as specified. Last Amended on 8/17/2018	
<u>AB 2346</u> <u>Quirk D</u> Public utilities: rates: wildfire expense memorandum accounts.	SENATE THIRD READING 8/14/2018 - Read second time. Ordered to third reading. 8/22/2018 #156 SENATE SEN THIRD READING FILE - ASM BILLS	Under existing law, the Public Utilities Commission has regulatory authority over public utilities, including electrical corporations and gas corporations. Existing law authorizes the commission to fix the rates and charges for every public utility, and requires that those rates and charges be just and reasonable. Existing law requires the commission to authorize public utilities to establish catastrophic event memorandum accounts and to record certain costs in those accounts. This bill would require the commission to authorize an electrical corporation, upon request, to establish a wildfire expense memorandum account for incremental unreimbursed costs relating to California wildfires that occur on or after January 1, 2015, and to record certain costs in those accounts. The bill would require the recovery in rates of those costs to be subject to review by, and the determination of, the commission, as specified. The bill would require an electrical corporation or gas corporation to notify the commission by letter within 30 days after the electrical corporation or gas corporation begins recording costs in its wildfire expense memorandum account. This bill contains other related provisions and other existing laws. Last Amended on 8/8/2018	
<u>AB 2380</u> <u>Aguiar-Curry D</u> Fire protection: privately contracted private fire prevention resources.	SENATE THIRD READING 8/20/2018 - Read second time. Ordered to third reading. 8/22/2018 #313 SENATE SEN THIRD READING FILE - ASM BILLS	Existing law provides that fire companies in unincorporated and incorporated towns may be organized, as provided, and be subject to specified provisions and requirements. Existing law provides that the city council of an incorporated city may, by ordinance, regulate the formation and continued existence of fire companies providing service within its city. Existing law establishes in state government, within the office of the Governor, the Office of Emergency Services. Existing law requires the office to be responsible for the state's emergency and disaster response services for natural, technological, or manmade disasters and emergencies, including responsibility for activities necessary to prevent, respond to, recover from, and mitigate the effects of emergencies and disasters to people and property. This bill would require the office, in collaboration with the Department of Forestry and Fire Protection and the California fire service leadership, to develop standards and regulations for any privately contracted private fire	

		prevention resources operating during an active fire incident in the state, and to develop regulations to govern the use of equipment used by privately contracted private fire prevention resources during an active fire incident, as provided. The bill would authorize the department to levy a fine not to exceed \$10,000 for any violation of the above provisions or regulations adopted thereto, as provided. Last Amended on 8/17/2018	
AB 2518 Aguiar-Curry D Innovative forest products and mass timber.	SENATE THIRD READING 8/17/2018 - From committee: Do pass. (Ayes 7. Noes 0.) (August 16). Read second time. Ordered to third reading. 8/22/2018 #216 SENATE SEN THIRD READING FILE - ASM BILLS	Existing law establishes the Department of Forestry and Fire Protection in the Natural Resources Agency. Existing law declares that a thriving in-state forest products sector provides public benefits, including employment opportunities in both rural and urban areas, and economic development for rural communities. Existing law requires the Secretary of the Natural Resources Agency to establish a working group on expanding wood product markets, as provided. This bill would require, on or before January 31, 2020, the department, in consultation with the State Board of Forestry and Fire Protection, to identify barriers to in-state production of mass timber and other innovative forest products, as those terms are defined, and develop solutions that are consistent with the state's climate objectives on forest lands. The bill would require the department to collaborate with the working group described above, other state agencies, and independent experts, including with apprenticeship programs of organized labor, community colleges, and others with similar expertise, on innovative forest products and mass timber workforce training and job creation. This bill contains other related provisions. Last Amended on 7/3/2018	
AB 2551 Wood D Forest and Wildland Health Improvement and Fire Prevention Program: joint prescribed burning operations: watersheds.	SENATE THIRD READING 8/21/2018 - Read second time and amended. Ordered to third reading. 8/22/2018 #383 SENATE SEN THIRD READING FILE - ASM BILLS	Existing law requires the Department of Forestry and Fire Prevention to implement various fire prevention programs intended to protect forest resources and prevent uncontrolled wildfires. This bill would require the department to establish, implement, and administer the Forest and Wildland Health Improvement and Fire Prevention Program, as prescribed. The bill would require the department to take specified actions to implement and administer programs that are intended to promote forest and wildland health, restoration, and resilience, and improve fire outcomes, prevention, and preparedness throughout the state. The bill would also require the department, to the extent feasible, to collaborate with the Department of Corrections and Rehabilitation to utilize correctional officers and conservation crews for vegetation management and fire prevention activities. This bill contains other related provisions and other existing laws. Last Amended on 8/21/2018	
AB 2576 Aguiar-Curry D Emergencies: health care.	SENATE THIRD READING 8/20/2018 - Read second time. Ordered to third reading. 8/22/2018 #327 SENATE SEN THIRD READING FILE - ASM BILLS	(1) Existing law, the California Emergency Services Act, authorizes the Governor to proclaim a state of emergency, and local officials and local governments to proclaim a local emergency, when specified conditions of disaster or extreme peril to the safety of persons and property exist, and authorizes the Governor or the appropriate local government to exercise certain powers in response to that emergency. Existing law authorizes the Governor, during a state of emergency, to direct all state agencies to utilize and employ state personnel, equipment, and facilities to perform activities that are designed to prevent or alleviate actual and threatened damage due to that emergency. Existing law authorizes a state agency so directed to expend any of the moneys that have been appropriated to it in order to perform that activity. This bill would authorize the Governor, during a state of emergency, to direct all state agencies to utilize, employ, and direct state personnel, equipment, and facilities for the performance of any and all activities that are designed to allow community clinics and health centers to provide and receive reimbursement for services provided during or immediately following the emergency. The bill would authorize any agency directed by the Governor to perform those activities to expend any of the moneys that have been appropriated to it in order to perform those activities, irrespective of the particular purpose	

		for which the moneys were originally appropriated.This bill contains other related provisions and other existing laws. Last Amended on 8/17/2018	
<u>AB 2594</u> <u>Friedman D</u> Fire insurance.	ASSEMBLY ENROLLMENT 8/20/2018 - Urgency clause adopted. Senate amendments concurred in. To Engrossing and Enrolling.	Existing law generally regulates fire insurance and county mutual fire insurers. Existing law prescribes the standard form for a fire insurance policy or county fire insurance policy. Existing law imposes a 12-month statute of limitations in which to bring suit under a fire insurance policy or a county fire insurance policy after a loss. Existing law makes it a misdemeanor for an insurer or agent to countersign or issue a fire policy that varies from the California standard form of policy.This bill would revise the standard forms of policy and extend the period in which to bring suit to 24 months after the inception of the loss if the loss is related to a state of emergency, as specified. By expanding the scope of an existing crime, the bill would impose a state-mandated local program.This bill contains other related provisions and other existing laws. Last Amended on 8/6/2018	
<u>AB 2645</u> <u>Patterson R</u> Greenhouse Gas Reduction Fund: forestry and fire prevention.	ASSEMBLY NAT. RES. 4/23/2018 - In committee: Set, first hearing. Hearing canceled at the request of author.	The California Global Warming Solutions Act of 2006 designates the State Air Resources Board as the state agency charged with monitoring and regulating sources of emissions of greenhouse gases. The act authorizes the state board to include use of market-based compliance mechanisms. Existing law requires all moneys, except for fines and penalties, collected by the state board as part of a market-based compliance mechanism to be deposited in the Greenhouse Gas Reduction Fund and to be available upon appropriation. Existing law continuously appropriates 35% of the annual proceeds of the fund for transit, affordable housing, and sustainable communities programs and 25% of the annual proceeds of the fund for certain components of a specified high-speed rail project.This bill, beginning in the 2019–20 fiscal year, would continuously appropriate \$74,805,000 from the fund annually to the Department of Forestry and Fire Protection for purposes of fire prevention activities that reduce greenhouse gas emissions. This bill also, beginning in the 2019–20 fiscal year, would continuously appropriate \$450,000,000 from the fund annually to the Department of Forestry and Fire Protection for state and local healthy forest and fire prevention programs and projects that improve forest health and reduce greenhouse gas emissions, for vegetation management projects of local entities that will reduce greenhouse gas emissions and maximize certain cobenefits, for the implementation of memorandums of understanding regarding federal lands for vegetation management that will reduce greenhouse gas emissions and maximize certain cobenefits, and for resource management, to be allocated as specified.This bill contains other existing laws.	
<u>AB 2687</u> <u>Quirk-Silva D</u> Office of Small Business.	ASSEMBLY ENROLLMENT 8/20/2018 - Senate amendments concurred in. To Engrossing and Enrolling.	Existing law establishes the Office of Small Business Advocate within the Governor’s Office of Business and Economic Development, also known as GO-Biz, and prescribes the duties and functions of the Small Business Advocate, who is also the Director of the Office of Small Business Advocate. Among these duties, the director is to serve as the principal advocate in the state on behalf of small businesses and to represent the views and interests of small businesses before other state agencies policies and activities of which may affect small businesses. This bill would require the Small Business Advocate to collaborate with the Office of Small Business and Disabled Veteran Business Enterprise Services in their activities under the Small Business Procurement Act and to post a variety of information related to small business activities on the GO-Biz Internet Web site or the advocate’s Internet Web site. Among other things, the bill would require the advocate to be prepared for designation by the Office of Emergency Services to serve as an official liaison between small businesses impacted by a state of emergency and other government and nonprofit service providers and to assist in the state emergency recovery, response, and preparedness efforts related to small businesses. The bill would eliminate the duty of	

		the Office of Small Business Advocate to post information on its Internet Web site regarding small business financial development and the efficient use of energy, as specified. Last Amended on 6/7/2018	
AB 2889 Caballero D Timber harvesting plans: guidance and assistance.	SENATE DESK 8/16/2018 - Withdrawn from Engrossing and Enrolling. Ordered to the Senate. In Senate. Held at Desk.	Existing law prohibits a person, as defined, from conducting timber operations, as defined, unless a timber harvesting plan that meets specified requirements and is prepared by a professional forester for those operations has been submitted to the Department of Forestry and Fire Protection. Existing law requires the department to review, approve, or require the modification of, timber harvesting plans in accordance with prescribed procedures. This bill would require the department to provide guidance and assistance to ensure the uniform and efficient implementation of processes and procedures regulating the filing, review, approval, required modification, completion, and appeal of decisions relating to timber harvesting plans, as provided. The bill would also require the department to issue guidance to achieve greater timber harvesting plan review accuracy and efficiency and to avoid duplication of efforts, as provided. Last Amended on 4/30/2018	
AB 2898 Gloria D Emergency services: local emergencies.	ASSEMBLY ENROLLMENT 8/20/2018 - Senate amendments concurred in. To Engrossing and Enrolling.	Existing law, the California Emergency Services Act, establishes the Office of Emergency Services and vests the office with responsibility for the state's emergency and disaster response services for natural, technological, or manmade disasters and emergencies, as specified. The act also prescribes a process for the declaration of a local emergency and permits a local emergency to be proclaimed only by the governing body of a city or county or by an official designated by ordinance adopted by that governing body. Existing law requires the governing body to review the need for continuing the local emergency at least once every 30 days until the governing body terminates the local emergency. This bill would instead require review of a local emergency by the governing body, as described above, to occur at least once every 60 days. This bill contains other related provisions. Last Amended on 8/8/2018	
AB 2911 Friedman D Fire safety.	SENATE THIRD READING 8/17/2018 - From committee: Do pass. (Ayes 5. Noes 2.) (August 16). Read second time. Ordered to third reading. 8/22/2018 #232 SENATE SEN THIRD READING FILE - ASM BILLS	(1)Existing law requires, no later than January 1, 2005, the State Fire Marshal, in consultation with the Director of Forestry and Fire Protection and the Director of Housing and Community Development, to recommend building standards that provide for comprehensive site and structure fire risk reduction to protect structures from fires spreading, as provided. This bill would require the State Fire Marshal, no later than January 31, 2020, in consultation with the Director of Forestry and Fire Protection and the Director of Housing and Community Development, to recommend updated building standards that provide for comprehensive site and structure fire risk reduction to protect structures from fires spreading, as specified, based on lessons learned from the wildfires of 2017 and to develop a list of low-cost retrofits that provide for comprehensive site and structure fire risk reduction, as provided. This bill contains other related provisions and other existing laws. Last Amended on 8/6/2018	
AB 2915 Caballero D Workforce development boards: mutual disaster aid assistance:	SENATE CONSENT CALENDAR 8/21/2018 - Ordered to special consent calendar.	Existing law, the California Workforce Innovation and Opportunity Act, establishes the California Workforce Development Board as the body responsible for assisting the Governor in the development, oversight, and continuous improvement of California's workforce investment system and the alignment of the education and workforce investment systems to the needs of the 21st century economy and workforce. That act prescribes specific tasks with which the board assists the Governor, including the development and updating of comprehensive state performance accountability measures, to assess the effectiveness of the core programs in the state as required under specific federal law. That act also requires the establishment of a local workforce development board in each local workforce development area of the state to, among other things,	

<p>memorandum of understanding.</p>		<p>develop effective linkages with employers in the region to support employer utilization of the local workforce development system and to support local workforce investment activities. The bill would require, by July 1, 2020, the California Workforce Development Board to develop, in conjunction with the Employment Development Department and with input from local workforce development boards, a policy regarding mutual aid agreements between and among local workforce development boards to enable them to effectively respond to disasters and that is consistent with applicable state and federal law. Last Amended on 6/21/2018</p>	
<p><u>AB 2941</u> <u>Berman D</u></p> <p>Health care coverage: state of emergency.</p>	<p>ASSEMBLY ENROLLED 8/14/2018 - Enrolled and presented to the Governor at 4 p.m.</p>	<p>Existing law, the Knox-Keene Health Care Service Plan Act of 1975 (Knox-Keene), provides for the licensure and regulation of health care service plans by the Department of Managed Health Care, and makes a willful violation of the act a crime. Existing law provides for the regulation of health insurers by the Department of Insurance. Existing law requires the Department of Managed Health Care and the Insurance Commissioner to adopt regulations to ensure enrollees and insureds have access to needed health care services in a timely manner, and requires a health care service plan contract or health insurance policy to provide information to an enrollee or insured regarding the standards for timely access to care. This bill would require a health care service plan or health insurer to provide its enrollees or insureds who have been displaced by a state of emergency, as defined, access to medically necessary health care services, as specified. The bill would require a health care service plan or health insurer, within 48 hours of a declaration of emergency by the Governor that displaces or has the immediate potential to displace enrollees or insureds, to file a notification with the appropriate department, containing specified information regarding how the plan or insurer is addressing the needs of its enrollees or insureds during the state of emergency. Because a willful violation of the bill's requirements relative to health care service plans would be a crime, the bill would impose a state-mandated local program. This bill contains other related provisions and other existing laws. Last Amended on 6/19/2018</p>	
<p><u>AB 2990</u> <u>Low D</u></p> <p>Public postsecondary education: exemption from tuition and fees for qualifying survivors of deceased public safety and fire suppression personnel: notice.</p>	<p>ASSEMBLY ENROLLED 8/20/2018 - Enrolled and presented to the Governor at 3 p.m.</p>	<p>(1) Existing law prohibits the Board of Directors of the Hastings College of the Law, the Board of Governors of the California Community Colleges, the Trustees of the California State University, and, if they adopt an appropriate resolution, the Regents of the University of California, from collecting mandatory systemwide tuition and fees from any surviving spouse or surviving child of a deceased person who was a resident of the state and employed by or contracting with a public agency, whose principal duties consisted of active law enforcement service or active fire suppression and prevention, and who died as a result of his or her duties, as specified. This bill would require the Hastings College of Law, and each campus of the California Community Colleges and the California State University that has an Internet Web site, and, in the event that the regents adopt an appropriate resolution, each campus of the University of California that has an Internet Web site, to provide an online posting or notice of systemwide fee or tuition waivers available to students pursuant to the provision described above. The bill would require that the online posting or notice be accessible through a prominent direct link to an application for a waiver of the systemwide fee or tuition, that the direct link appear on the primary Web page of the financial aid section of the campus Web site, and that the direct link be accompanied by a description of eligibility requirements for the waiver of the systemwide fee or tuition, as specified. This bill contains other related provisions and other existing laws. Last Amended on 4/5/2018</p>	
<p><u>AB 3160</u> <u>Grayson D</u></p>	<p>SENATE N.R. & W. 8/9/2018 - From committee chair, with author's amendments: Amend, and re-refer to committee.</p>	<p>(1) Existing law requires each planning agency to prepare and the legislative body of each county and city to adopt a comprehensive, long-term general plan for the physical development of the county or city containing specified elements, including a housing element and a safety element for</p>	

Fire safety.	Read second time, amended, and re-referred to Com. on N.R. & W.	the protection of the community from any unreasonable risks associated with, among other things, wildland and urban fires, as prescribed. Existing law requires that upon the next revision of the housing element of the plan on or after January 1, 2014, the safety element be reviewed and updated as necessary to address the risk of fire for land classified as state responsibility areas, as defined, and land classified as very high fire hazard severity zones, as defined. This bill would instead require that the above-described safety element be reviewed and updated as necessary to address that fire risk concurrent with each revision of the housing element of a plan on or after January 1, 2019, and would authorize a local jurisdiction to review and update the safety element upon being classified as a very high fire hazard severity zone without revision of the housing element. This bill contains other related provisions and other existing laws. Last Amended on 8/9/2018	
AB 3257 Committee on Natural Resources Natural resources.	SENATE CONSENT CALENDAR 8/21/2018 - Ordered to special consent calendar. 8/22/2018 #476 SENATE SPECIAL CONSENT CALENDAR NO. 28	(1) Existing law, the Surface Mining and Reclamation Act of 1975, prohibits a person, with exceptions, from conducting surface mining operations unless, among other things, a permit is obtained from, a specified reclamation plan is submitted to and approved by, and financial assurances for reclamation have been approved by the lead agency, as defined, for the operation of the surface mining operation. The act requires that the State Mining and Geology Board submit to the Legislature each year a report on the actions taken under the act during the preceding fiscal year, and requires the Division of Mine Reclamation in the Department of Conservation, at a minimum, to quarterly publish in the California Regulatory Notice Register, or otherwise make available upon request to the Department of General Services or any other state or local agency, a list identifying specified information pertaining to surface mining operations for which a report is required. This bill would revise the information to be included in that list, and would require identification of all surface mining operations subject to the act that are newly permitted, active, or idle and not reported pursuant to a specified provision. This bill contains other related provisions and other existing laws. Last Amended on 8/6/2018	
ACA 24 Waldron R Property taxation: transfer of base year value: disaster relief.	ASSEMBLY REV. & TAX 6/28/2018 - Referred to Com. on REV. & TAX.	The California Constitution generally limits ad valorem taxes on real property to 1% of the full cash value of that property. For purposes of this limitation, "full cash value" is defined as the assessor's valuation of real property as shown on the 1975-76 tax bill under "full cash value" or, thereafter, the appraised value of that real property when purchased, newly constructed, or a change in ownership has occurred. The California Constitution, in the case of property that is substantially damaged or destroyed, as defined, by a disaster, as declared by the Governor, requires the Legislature to provide for the transfer of base year value, to a comparable property within the same county that is acquired or newly constructed as a replacement for the substantially damaged or destroyed property, and authorizes the Legislature, if a county ordinance so providing has been adopted, to provide for the transfer of base year value to comparable replacement property of equal or lesser value that is located within another county. This measure would additionally require the Legislature to provide for the transfer of base year value of property that is substantially damaged or destroyed by a disaster, as declared by the Governor, occurring on or after January 1, 2017, to July 1, 2018, to comparable property located within the same or a different county that is acquired or newly constructed as a replacement for the substantially damaged or destroyed property. The measure would limit this provision to intercounty transfers of base year value that occur on or after the effective date of the measure.	
SB 302 Mendoza D	SENATE CHAPTERED 10/14/2017 - Approved by the Governor.	Existing law requires property tax revenues of the County of Orange that are allocated by that county to a joint powers authority formed for the purpose of providing fire protection to be used by that authority for fire protection purposes, as defined. Existing law authorizes a local agency to	

<p>Joint powers agencies: Orange County Fire Authority: funds.</p>	<p>Chaptered by Secretary of State. Chapter 807, Statutes of 2017.</p>	<p>transfer any portion of its property tax revenues that is allocable to one or more tax rate areas within the local agency to one or more other local agencies that have the same tax rate areas, as specified, subject to specified conditions, including that the transfer will not impair the ability of the transferring agency to provide existing services. This bill would additionally require, with regard to transfers of structural fire fund property tax revenues allocated by the County of Orange to a joint powers agency and required by existing law to be used to provide fire protection, that the transfer be approved by the county, a majority of member cities, and the agency currently receiving the funds. This bill contains other related provisions. Last Amended on 7/3/2017</p>	
<p><u>SB 819</u> <u>Hill D</u> Electrical and gas corporations: rates.</p>	<p>ASSEMBLY THIRD READING 8/20/2018 - Read third time and amended. Ordered to third reading. 8/23/2018 #160 ASSEMBLY THIRD READING FILE - SENATE BILLS</p>	<p>Under existing law, the Public Utilities Commission has regulatory authority over public utilities, including electrical corporations and gas corporations. Existing law authorizes the commission to establish rules for all public utilities, subject to control by the Legislature. Existing law authorizes the commission to fix the rates and charges for every public utility and requires that those rates and charges be just and reasonable. Existing law prohibits a gas corporation from recovering any fine or penalty in any rate approved by the commission. This bill would additionally prohibit an electrical corporation from recovering a fine or penalty through a rate approved by the commission and would make related nonsubstantive changes. This bill contains other related provisions and other existing laws. Last Amended on 8/20/2018</p>	
<p><u>SB 821</u> <u>Jackson D</u> Emergency notification: county jurisdictions.</p>	<p>ASSEMBLY HUM. S. 8/20/2018 - Re-referred to Com. on HUM. S. pursuant to Assembly Rule 77.2. 8/27/2018 Upon adjournment of Session - State Capitol, Room 437 ASSEMBLY HUMAN SERVICES, RUBIO, Chair</p>	<p>(1)The California Emergency Services Act establishes the Office of Emergency Services in the office of the Governor and provides that the office is responsible for the state’s emergency and disaster response services for natural, technological, or manmade disasters and emergencies, including responsibility for activities necessary to prevent, respond to, recover from, and mitigate the effects of emergencies and disasters to people and property. This bill would authorize each county, including a city and county, to enter into an agreement to access the contact information of resident account holders through the records of a public utility or other agency responsible for water service, waste and recycling services, or other property-related services for the sole purpose of enrolling county residents in a county-operated public emergency warning system. The bill would require any county that enters into such an agreement to include procedures to enable any resident to opt out of the warning system and a process to terminate the receiving agency’s access to the resident’s contact information. The bill would prohibit the use of the information gathered for any purpose other than for emergency notification. This bill contains other existing laws. Last Amended on 8/16/2018</p>	
<p><u>SB 824</u> <u>Lara D</u> Insurers: declared disaster: homeowners’ insurance policies.</p>	<p>ASSEMBLY THIRD READING 8/16/2018 - Read second time. Ordered to third reading. 8/23/2018 #141 ASSEMBLY THIRD READING FILE - SENATE BILLS</p>	<p>(1)Existing law requires an insurer to comply with certain procedures relating to the cancellation of insurance policies, except as specified, in the case of a total loss to the primary insured structure under a residential policy. Among other requirements, an insurer may not cancel coverage while the primary insured structure is being rebuilt, as specified, nor use the fact that the primary insured structure is in damaged condition as a result of the total loss as the sole basis for a decision to cancel the policy, and must offer, at least once, to renew the policy, as specified, if the total loss to the primary insured structure was caused by a disaster. This bill would prohibit, subject to certain exceptions, an insurer from canceling or refusing to renew a policy of residential property insurance for one year after the declaration of a state of emergency based solely on the fact that the insured structure is located in an area in which a wildfire has occurred, with respect to an insured property located within or adjacent to the fire perimeter, as specified. This bill contains other related provisions and other existing laws. Last Amended on 6/28/2018</p>	

<p><u>SB 833</u> <u>McGuire D</u></p> <p>Emergencies: Office of Emergency Services: guidelines: alert and warning systems.</p>	<p>ASSEMBLY THIRD READING 8/20/2018 - Read third time and amended. Ordered to third reading.</p> <p>8/23/2018 #112 ASSEMBLY THIRD READING FILE - SENATE BILLS</p>	<p>The California Emergency Services Act establishes the Office of Emergency Services (OES) in the office of the Governor and provides that OES is responsible for the state’s emergency and disaster response services for natural, technological, or manmade disasters and emergencies. The act also provides for systems for the public dissemination of alerts regarding missing children, attacks upon law enforcement officers, and missing persons who are 65 years of age or older, among others, and requires the Department of the California Highway Patrol to activate these systems and issue alerts upon the request of a law enforcement agency if certain conditions are met. This bill, on or before July 1, 2019, would require OES, in consultation with specified entities, to develop voluntary guidelines for alerting and warning the public of an emergency. The bill would require OES to provide each city, county, and city and county with a copy of the guidelines. This bill contains other related provisions. Last Amended on 8/20/2018</p>	
<p><u>SB 894</u> <u>Dodd D</u></p> <p>Property insurance.</p>	<p>ASSEMBLY THIRD READING 8/6/2018 - Read second time. Ordered to third reading.</p> <p>8/23/2018 #95 ASSEMBLY THIRD READING FILE - SENATE BILLS</p>	<p>Existing law requires an insurer, in the case of a total loss to the primary insured structure under a policy of residential property insurance, to offer to renew the policy at least once if the loss to the primary insured structure was caused by a disaster, as defined, and was not also due to the negligence of the insured, except as specified. This bill would instead, under specified circumstances, require the insurer to offer to renew the policy for at least the next 2 annual renewal periods or 24 months, whichever is greater. This bill contains other related provisions and other existing laws. Last Amended on 7/5/2018</p>	
<p><u>SB 896</u> <u>McGuire D</u></p> <p>Aggravated arson.</p>	<p>ASSEMBLY THIRD READING 8/20/2018 - Read second time. Ordered to third reading.</p> <p>8/23/2018 #196 ASSEMBLY THIRD READING FILE - SENATE BILLS</p>	<p>Existing law, until January 1, 2019, defines the offense of aggravated arson, and defines the aggravating factors for the offense as, the person has been previously convicted of arson on one or more occasions within the past 10 years, the fire caused property damage and other losses in excess of \$7,000,000, or the fire caused damage to, or the destruction of, 5 or more inhabited structures. Existing law, commencing January 1, 2019, deletes the aggravating factor of property damage and other losses in excess of \$7,000,000 from the definition of aggravated arson. This bill would extend the operation of the former aggravated arson offense until January 1, 2024, and would increase the threshold of property damage and other losses constituting an aggravating factor for aggravated arson to \$8,300,000. The bill would delay operation of the latter aggravated arson offense that deletes the threshold dollar amount of property damages or losses as an aggravating factor until January 1, 2024. By extending the operation of law defining a crime, this bill would impose a state-mandated local program. This bill contains other related provisions and other existing laws. Last Amended on 5/25/2018</p>	
<p><u>SB 901</u> <u>Dodd D</u></p> <p>Electrical corporations: local publicly owned electric utilities: electrical cooperatives: wildfire mitigation plans and measures.</p>	<p>SENATE CONFERENCE COMMITTEE 7/6/2018 - Assembly Members Holden (Co- chair), Dahle, Mayes, Reyes, and Wood appointed to Conference Committee.</p> <p>8/23/2018 Upon Call of the Chairs - Room 4202 SENATE CONFERENCE COMMITTEE ON S.B. 901, SENATOR DODD AND ASSEMBLY MEMBER HOLDEN 8/23/2018 #363 ASSEMBLY IN CONFERENCE 8/22/2018 #44 SENATE SEN IN CONFERENCE</p>	<p>Under existing law, the Public Utilities Commission has regulatory authority over public utilities, including electrical corporations, while local publicly owned electric utilities and electrical cooperatives are under the direction of their governing boards. Existing law requires each electrical corporation, local publicly owned electric utility, and electrical cooperative to construct, maintain, and operate its electrical lines and equipment in a manner that will minimize the risk of catastrophic wildfire posed by those electrical lines and equipment. Existing law requires each electrical corporation to annually prepare a wildfire mitigation plan and to submit its plan to the commission for review, as specified. Existing law requires the commission to review and comment on the submitted plan, as specified. Existing law requires the governing board of a local publicly owned electric utility or electrical cooperative to determine whether any portion of the geographical area where the utility’s overhead electrical lines and equipment are located has a significant risk of catastrophic wildfire resulting from those electrical lines and equipment and, if so, requires the utility, at an interval determined by its board, to present to its board for approval those wildfire mitigation measures the utility intends to undertake to minimize the risk of its</p>	

		overhead electrical lines and equipment causing a catastrophic wildfire. This bill would require a wildfire mitigation plan prepared by an electrical corporation, and wildfire mitigation measures prepared by a local publicly owned electric utility or electrical cooperative, to include a description of the factors the preparing entity uses to determine when it may be necessary to deenergize its electrical lines and deactivate its reclosers, including meteorological and fire threat conditions, and an assessment of risks to the health and welfare of customers who may lose power. The bill would also require a wildfire mitigation plan and wildfire mitigation measures to include appropriate and feasible procedures for notifying customers, including, as a priority, critical first responders, health care facilities, and operators of telecommunications infrastructure, who may be impacted by the deenergizing of electrical lines. This bill contains other related provisions and other existing laws. Last Amended on 7/2/2018	
<u>SB 914</u> <u>Dodd D</u> Local agency contracts: construction manager at-risk construction contracts.	SENATE CHAPTERED 7/16/2018 - Approved by the Governor. Chaptered by Secretary of State. Chapter 108, Statutes of 2018.	Existing law authorizes a county, until January 1, 2023, with approval of the board of supervisors, to utilize construction manager at-risk construction contracts for the erection, construction, alteration, repair, or improvement of any building owned or leased by the county, subject to certain requirements, including that the method may only be used for projects that are in excess of \$1,000,000. This bill would expand that authorization by authorizing a public entity, of which the members of the county board of supervisors make up the members of the governing body of that public entity, with the approval of its governing body, to utilize construction manager at-risk construction contracts. The bill would also authorize the county or public entity to utilize those contracts for the erection, construction, alteration, repair, or improvement of infrastructure owned or leased by the county or the public entity, as applicable, including, but not limited to, buildings, utility improvements associated with buildings, flood control and underground utility improvements, and bridges, but excluding roads. Last Amended on 6/6/2018	
<u>SB 917</u> <u>Jackson D</u> Insurance policies.	ASSEMBLY THIRD READING 7/3/2018 - Read second time. Ordered to third reading. 8/23/2018 #89 ASSEMBLY THIRD READING FILE - SENATE BILLS	Existing law regulates insurance and the business of insurance in the state. Under existing law, an insurer is liable for a loss of which a peril insured against was the proximate cause, although a peril not contemplated by the contract may have been a remote cause of the loss. Under existing law, an insurer is not liable for a loss of which the peril insured was only the remote cause. This bill would require coverage to be provided if a loss or damage results from a combination of perils, one of which is a landslide, mudslide, mudflow, debris flow, or other similar earth movement, if an insured peril is the efficient proximate cause of the loss or damage and coverage would otherwise be provided for the insured peril. The bill would require coverage to be provided under the same terms and conditions as would be provided for the insured peril. The bill would state that it does not constitute a change in, but is declaratory of, existing law, and that it does not alter or abrogate any defenses, either in contract or law, that existed prior to January 1, 2019. Last Amended on 7/2/2018	
<u>SB 929</u> <u>McGuire D</u> Special districts: Internet Web sites.	SENATE CONCURRENCE 8/21/2018 - In Senate. Concurrence in Assembly amendments pending. 8/22/2018 #54 SENATE SEN UNFINISHED BUSINESS	The Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 provides the exclusive authority and procedure for the initiation, conduct, and completion of changes of organization and reorganization for special districts, as specified. The California Public Records Act requires a local agency to make public records available for inspection and allows a local agency to comply by posting the record on its Internet Web site and directing a member of the public to the Internet Web site, as specified. This bill would, beginning on January 1, 2020, require every independent special district to maintain an Internet Web site that clearly lists contact information for the special district, except as provided. Because this bill would require local agencies to provide a new service, the bill would impose a state-mandated local program. This bill contains other related provisions and other existing laws. Last Amended on 8/16/2018	

<p><u>SB 969</u> <u>Dodd D</u></p> <p>Automatic garage door openers: backup batteries.</p>	<p>SENATE ENROLLMENT 8/20/2018 - Assembly amendments concurred in. (Ayes 36. Noes 0.) Ordered to engrossing and enrolling.</p>	<p>Existing law requires an automatic garage door opener that is manufactured for sale, purchased, sold, offered for sale, or installed in a residence to comply with specified safety requirements, including that the automatic garage door opener have an automatic reverse safety device. This bill, beginning July 1, 2019, would also require an automatic garage door opener that is manufactured for sale, sold, offered for sale, or installed in a residence to have a battery backup function that is designed to operate when activated because of an electrical outage. The bill would make a violation of those provisions subject to a civil penalty of \$1,000. The bill would, on and after July 1, 2019, prohibit a replacement residential garage door from being installed in a manner that connects the door to an existing garage door opener that does not meet the requirements of these provisions. Last Amended on 6/14/2018</p>	
<p><u>SB 1040</u> <u>Dodd D</u></p> <p>In-home supportive services: natural disaster.</p>	<p>SENATE ENROLLMENT 8/20/2018 - Assembly amendments concurred in. (Ayes 38. Noes 0.) Ordered to engrossing and enrolling.</p>	<p>(1)Existing law establishes the In-Home Supportive Services (IHSS) program, administered by the State Department of Social Services and counties, under which qualified aged, blind, and disabled persons are provided with supportive services, as defined, in order to permit them to remain in their own homes. The California Emergency Services Act authorizes the Governor to declare a state of emergency under specified conditions and requires a county, including a city and county, to update its emergency plan to address, among other things, how the access and functional needs population, as defined, is served by emergency communications, evacuation, and sheltering. This bill would require a county to use a void and reissue warrant process for any provider who lost or had damaged an uncashed warrant because of a natural disaster resulting in a state of emergency. The bill would require a county, including a city and county, at the next update to its emergency plan, to integrate and require the assessment and provision of supportive services to IHSS recipients. This bill contains other related provisions and other existing laws. Last Amended on 6/19/2018</p>	
<p><u>SB 1076</u> <u>Hertzberg D</u></p> <p>Emergency preparedness: electrical utilities: electromagnetic pulse attacks and geomagnetic storm events.</p>	<p>ASSEMBLY THIRD READING 8/16/2018 - Read third time and amended. Ordered to third reading.</p> <p>8/23/2018 #135 ASSEMBLY THIRD READING FILE - SENATE BILLS</p>	<p>The California Emergency Services Act creates within the office of the Governor the Office of Emergency Services, which is responsible for the state's emergency and disaster response services, as specified. Existing federal law requires a state mitigation plan as a condition for disaster assistance and authorizes the Federal Emergency Management Agency to condition mitigation grant assistance upon state, local, and Indian tribal governments undertaking coordinated disaster mitigation planning and implementation measures. This bill would require the office to include an evaluation of risks from an electromagnetic pulse attack, a geomagnetic storm event, and from other potential causes of a long-term electrical outage in the next update of the State Hazard Mitigation Plan undertaken to comply with the federal requirements. As necessary, based on that analysis, the bill would require the plan to identify cost-effective and feasible measures to lessen risks from those hazards, including hardening the critical infrastructure of electrical utilities. Last Amended on 8/16/2018</p>	
<p><u>SB 1079</u> <u>Monning D</u></p> <p>Forest resources: fire prevention grants: advance payments.</p>	<p>SENATE ENROLLMENT 8/21/2018 - In Senate. Concurrence in Assembly amendments pending. Assembly amendments concurred in. (Ayes 37. Noes 0.) Ordered to engrossing and enrolling.</p>	<p>Existing law authorizes the Director of Forestry and Fire Protection to provide grants to entities, including, but not limited to, private or nongovernmental entities, Native American tribes, or local, state, and federal public agencies, for the implementation and administration of projects and programs to improve forest health and reduce greenhouse gas emissions. The Budget Act of 2017 appropriated moneys to the Department of Forestry and Fire Protection for purposes of, among other things, providing local assistance grants, grants to fire safe councils, and grants to qualified nonprofit organizations with a demonstrated ability to satisfactorily plan, implement, and complete a fire prevention project for these same purposes, as provided. This bill would, until January 1, 2024, authorize the director to authorize advance payments to a nonprofit organization, a local agency, a special district, a private forest landowner, or a Native American tribe from the grant</p>	

		awards specified above. The bill would prohibit a single advance payment from exceeding 25% of the total grant award. The bill would place specified requirements on the grantee of the advance payment, including that the grantee file an accountability report with the department, as provided. The bill would require the department to provide a report to the Legislature on or before January 1, 2023, on the outcome of the department's use of the advance payments. This bill contains other related provisions. Last Amended on 8/13/2018	
<p><u>SB 1088</u> <u>Dodd D</u></p> <p>Safety, reliability, and resiliency planning: general rate case cycle.</p>	<p>ASSEMBLY RLS. 7/5/2018 - Re-referred to Com. on RLS. pursuant to Assembly Rule 96.</p>	<p>Under existing law, the Public Utilities Commission has regulatory authority over public utilities, including electrical corporations and gas corporations. Existing law authorizes the commission, after a hearing, to require every public utility to construct, maintain, and operate its line, plant, system, equipment, apparatus, tracks, and premises in a manner so as to promote and safeguard the health and safety of its employees, passengers, customers, and the public. Existing law requires electrical corporations to annually prepare and submit a wildfire mitigation plan to the commission for review. Existing law requires the commission to establish standards for disaster and emergency preparedness plans, as specified, and requires an electrical corporation to develop, adopt, and update an emergency and disaster preparedness plan, as specified. This bill would require the office, in consultation with specified public entities, by September 30, 2019, to adopt standards for reducing risks from a major event, as defined. The bill would require those standards to include model policies that may be undertaken by local governments regarding, among other things, defensible space, and actions that may be undertaken by an electrical or gas corporation, a local publicly owned electric or gas utility, or a water utility to reduce the risk of fire occurring during a major event. The bill would require the office to update the standards at least once every 2 years. This bill contains other related provisions and other existing laws. Last Amended on 7/3/2018</p>	
<p><u>SB 1181</u> <u>Hueso D</u></p> <p>Emergency services: certified community conservation corps.</p>	<p>ASSEMBLY THIRD READING 8/20/2018 - Read second time. Ordered to third reading.</p> <p>8/23/2018 #222 ASSEMBLY THIRD READING FILE - SENATE BILLS</p>	<p>Existing law, the California Emergency Services Act, grants the Governor certain powers to be exercised in accordance with the State Emergency Plan and programs for the mitigation of the effects of an emergency. Existing law creates the Office of Emergency Services within the Governor's office and commits to the office the responsibility for the state's response services for natural, technological, or manmade disasters and emergencies. This bill would authorize the Office of Emergency Services to enter into an agreement directly with one or more certified community conservation corps, as defined, to perform emergency or disaster response services as the office deems appropriate.</p>	
<p><u>SB 1205</u> <u>Hill D</u></p> <p>Fire protection services: inspections: compliance reporting.</p>	<p>ASSEMBLY THIRD READING 8/20/2018 - Read second time. Ordered to third reading.</p> <p>8/23/2018 #223 ASSEMBLY THIRD READING FILE - SENATE BILLS</p>	<p>Existing law requires the chief of any city or county fire department or district providing fire protection services and his or her authorized representatives to inspect every building used as a public or private school within his or her jurisdiction, for the purpose of enforcing specified building standards, not less than once each year, as provided. Existing law requires every city or county fire department or district providing fire protection services that is required to enforce specified building standards to annually inspect certain structures, including hotels, motels, lodging houses, and apartment houses, for compliance with building standards, as provided. This bill would require every city or county fire department, city and county fire department, or district required to perform the above-described inspections to report annually to its administering authority, as defined, on the department's, or district's, compliance with the above-described inspection requirements, as provided. The bill would require the administering authority to acknowledge receipt of the report in a resolution or a similar formal document. To the extent this bill would expand the responsibility of a local agency, the bill would create a state-mandated local</p>	

		program.This bill contains other related provisions and other existing laws. Last Amended on 6/20/2018	
SB 1260 Jackson D Fire prevention and protection: prescribed burns.	ASSEMBLY THIRD READING 8/20/2018 - Read second time. Ordered to third reading. 8/23/2018 #227 ASSEMBLY THIRD READING FILE - SENATE BILLS	(1)Existing law requires a local agency to designate, by ordinance, very high fire hazard severity zones in its jurisdiction, as provided in connection with a state program for fire prevention.This bill would require the local agency to transmit a copy of the adopted ordinance to the State Board of Forestry and Fire Protection within 30 days of adoption. By imposing a new duty on a local agency, the bill would impose a state-mandated local program.This bill contains other related provisions and other existing laws. Last Amended on 7/2/2018	
SB 1263 Portantino D Ocean Protection Council: Statewide Microplastics Strategy.	ASSEMBLY THIRD READING 8/20/2018 - Read second time. Ordered to third reading. 8/23/2018 #228 ASSEMBLY THIRD READING FILE - SENATE BILLS	The California Ocean Protection Act establishes the Ocean Protection Council in state government and prescribes the functions and duties of the council with regard to the protection and conservation of coastal waters and ocean ecosystems.This bill would require the council, to the extent funds are available from bonds or other sources, to adopt and implement a Statewide Microplastics Strategy related to microplastic materials that pose an emerging concern for ocean health and that includes specified components, as provided. The bill would authorize the council, in collaboration with the State Water Resources Control Board, the Office of Environmental Health Hazard Assessment, and other interested entities, to enter into one or more contracts with marine research institutes in the state for the provision of research services that would contribute directly to the development of the Statewide Microplastics Strategy. The bill would require the council, subject to the availability of funding, to submit the Statewide Microplastics Strategy to the Legislature on or before December 31, 2021, and to report to the Legislature on the implementation and findings of the Statewide Microplastics Strategy, and on recommendations for policy changes or additional research, on or before December 31, 2025. Last Amended on 6/28/2018	
SB 1305 Glazer D Emergency medical services providers: dogs and cats.	ASSEMBLY CONSENT CALENDAR 8/16/2018 - Read second time. Ordered to consent calendar. 8/23/2018 #352 ASSEMBLY CONSENT CALENDAR 2ND DAY-SENATE BILLS	Existing law, the Emergency Medical Services System and the Prehospital Emergency Medical Care Personnel Act (the act), establishes the Emergency Medical Services Authority to coordinate and integrate all state activities concerning emergency medical services, including, among other duties, establishing training standards for specified emergency medical services personnel. The act provides a qualified immunity for public entities and emergency rescue personnel providing emergency services. The act provides other exemptions from liability for specified professionals rendering emergency medical services.This bill would authorize an emergency medical services provider, as defined, to provide basic first aid to dogs and cats, as defined, to the extent that the provision of that care is not prohibited by the provider’s employer. The bill would limit civil liability for specified individuals who provide care to a pet or other domesticated animal during an emergency by applying existing provisions of state law. The definition of “basic first aid to dogs and cats” for purposes of these provisions would specifically include, among other acts, administering oxygen and bandaging for the purpose of stopping bleeding.This bill contains other existing laws. Last Amended on 6/27/2018	
SB 1339 Stern D Electricity: microgrids: tariffs.	ASSEMBLY THIRD READING 8/20/2018 - Read second time. Ordered to third reading. 8/23/2018 #238 ASSEMBLY THIRD READING FILE - SENATE BILLS	(1)Under existing law, the Public Utilities Commission (PUC) has regulatory authority over public utilities, including electrical corporations, while local publicly owned electric utilities, as defined, are under the direction of their governing boards. Existing law authorizes the commission to fix the rates and charges for every public utility and requires that those rates and charges be just and reasonable.This bill would require the PUC, in consultation with the State Energy Resources Conservation and Development Commission and the Independent System Operator, to take specified actions by January 1, 2020, to facilitate the commercialization of microgrids for	

		distribution customers of electrical corporations. The bill would require the governing board of a local publicly owned electric utility to develop and make available a standardized process for the interconnection of a customer-supported microgrid, including separate electrical rates and tariffs as necessary, as specified. The bill would prohibit an electrical corporation and local publicly owned electric utility from prohibiting or otherwise preventing the installation or operation of a microgrid, or component thereof. This bill contains other related provisions and other existing laws. Last Amended on 8/6/2018	
SB 1415 McGuire D Housing.	ASSEMBLY THIRD READING 6/28/2018 - Read second time. Ordered to third reading. 8/23/2018 #84 ASSEMBLY THIRD READING FILE - SENATE BILLS	(1)Existing law requires the State Fire Marshal, the chief of any city, county, or city and county fire department or district providing fire protection services, or a Designated Campus Fire Marshal, and their authorized representatives, to enforce in their respective areas building standards relating to fire and panic safety adopted by the State Fire Marshal and published in the California Building Standards Code, and other regulations that have been formally adopted by the State Fire Marshal for the prevention of fire or for the protection of life and property against fire or panic. Existing law also authorizes a city, county, or city and county fire department or fire protection district to adopt more stringent or restrictive regulations. This bill would require each entity responsible for enforcing building standards and other regulations of the State Fire Marshal, as specified, to inspect, every 5 years, all structures within the entity's responsibility that are in the Factory Industrial Group F, High-Hazard Group H, and Storage Group S occupancy classifications, as described, for compliance with those standards and regulations, or, if applicable, more stringent or restrictive local regulations. The bill would authorize an entity that inspects a structure pursuant to these provisions to charge and collect a fee from the owner of the structure to recover the costs of the inspection or related fire and life safety activities. This bill contains other related provisions and other existing laws. Last Amended on 5/25/2018	
SB 1416 McGuire D Local government: nuisance abatement.	ASSEMBLY THIRD READING 7/2/2018 - Read second time. Ordered to third reading. 8/23/2018 #86 ASSEMBLY THIRD READING FILE - SENATE BILLS	Existing law authorizes the legislative body of a city or county to establish a procedure to use a nuisance abatement lien or a special assessment to collect abatement costs and related administrative costs. This bill would authorize, until January 1, 2024, the legislative body of a city or county to also collect fines related to the nuisance abatement using a nuisance abatement lien or a special assessment. The bill would require any fines or penalties related to nuisance abatement that are recovered pursuant to these provisions to be used for specified purposes relating to supporting local enforcement of state and local building and fire code standards. Last Amended on 4/4/2018	
SB 1453 McGuire D Statutes of limitations.	SENATE CONCURRENCE 8/21/2018 - In Senate. Concurrence in Assembly amendments pending. 8/22/2018 #56 SENATE SEN UNFINISHED BUSINESS	Existing law provides that civil actions can only be commenced within prescribed periods, based on the nature of the action. Existing law prescribes a limitations period of one year for, among other things, an action upon a statute for a forfeiture or penalty to the people of the state. Under existing law, this one-year period is applicable to an action to petition a court to impose a civil penalty for an intentional, knowing, or negligent violation of the Z'berg-Nejedly Forest Practice Act of 1973 (FPA) or any rules or regulations of the State Board of Forestry and Fire Protection. This bill would instead provide that such an action is subject to a 3-year limitations period, if the action is for a violation of specified provisions of the FPA or a specified regulation of the board and is related to the conversion of timberland to nonforestry-related agricultural uses. The bill would provide that the limitations period for this cause of action does not begin until discovery by the Department of Forestry and Fire Protection. Last Amended on 7/5/2018	
SB 1477 Stern D	ASSEMBLY THIRD READING 8/20/2018 - Read second time. Ordered to third	The California Global Warming Solutions Act of 2006 designates the State Air Resources Board as the state agency charged with monitoring and regulating sources of emissions of greenhouse	

<p>Low-emissions buildings and sources of heat energy.</p>	<p>reading. 8/23/2018 #253 ASSEMBLY THIRD READING FILE - SENATE BILLS</p>	<p>gases. The act authorizes the state board to include the use of market-based compliance mechanisms in regulating those emissions. The implementing regulations adopted by the state board provide for the direct allocation of greenhouse gas allowances to electrical corporations and gas corporations pursuant to a market-based compliance mechanism. This bill would require the commission to develop and supervise the administration of the Technology and Equipment for Clean Heating (TECH) Initiative, a statewide market development initiative, to require gas corporations to advance the state's market for low-emission space and water heating equipment for new and existing residential buildings. The bill would require the commission, as a part of the initiative, to identify and target key low-emission space and water heating equipment technologies that are in an early stage of market development and that would assist the state in achieving its greenhouse gas emissions reduction goals. The bill would require the commission to develop guidelines and evaluation metrics, implement outreach strategies for hard-to-reach customers, and provide for job training and employment opportunities, in supervising the administration of the TECH Initiative. This bill contains other related provisions and other existing laws. Last Amended on 8/6/2018</p>	
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Sonoma County Recovery and Resiliency Plan Update
August 28, 2018

Recovery & Resiliency Activity Update (not a comprehensive list)		Housing	Community Preparedness	Natural Resources	Economic Recovery	Safety Net
	Significant Completed Activities					
1	Housed close to 70 at-risk residents out of emergency shelters in one week	X				
2	Installed 43 miles of wattles in burn areas to prevent erosion			X		
3	Cleared 3,789 lots of fire debris under government program	X			X	
4	Protected hundreds of mile of streams and creeks from toxic runoff			X		
5	Conducted over 100 recovery related community meetings to support fire survivors	X	X			X
6	\$3.25M emergency state grant received for dislocated workers				X	
7	2,400 subscribers to Sonoma County Recovers email newsletter	X	X	X	X	X
8	Rain warning postcards sent to 4,000 property owners in burn areas		X			
9	Flood Prevention Map and warning system created by Watershed Task Force		X	X		
10	10,700 burned trees identified that pose risks to county roads		X	X		
11	Resiliency Permit Center opened: 2700+ visitors/2000+ calls to date	X			X	
12	Rain/stream gauge network installed in burn areas with public website		X	X		
13	Created #GoSoCo campaign				X	
14	Established SBA Business Recovery Center				X	
15	40 financial institutions convened by Federal Reserve Bank of San Francisco to plan for capital needs	X				
16	Requested and Received disaster waivers from HUD	X				
17	Closed homeless encampment at Roseland Village and offered housing/services to all occupants to make way for new housing construction	X				
18	Committed \$4.5 million for construction of new affordable housing properties	X				
19	Secured \$250,000 from a NGO grant to build capacity of CDC as the County's lead housing agency	X				
20	Established a Streamlining Tools to Ease Permitting (STEP) taskforce with industry	X			X	
21	Job Link assisted 4,700 with disaster unemployment insurance					X
22	Urgency housing ordinances passed enabling use of RVs, rental of guest houses	X				
23	Housing Taskforce worked with FEMA to provide 120 spaces at fairgrounds	X				
24	Permit Sonoma held meetings to streamline private bridge repair and reconstruction	X				
25	Created Sonoma County Recovers – a one-stop online resource for the community	X	X	X	X	X
26	Supported block captain meetings and ongoing efforts	X	X	X	X	X
27	8 free residential landscape templates created for fire rebuild	X		X		
28	County staff trained in new Integrated Public Alert Warning System		X			

Sonoma County Recovery and Resiliency Plan Update
August 28, 2018

Recovery & Resiliency Activity Update (not a comprehensive list)		Housing	Community Preparedness	Natural Resources	Economic Recovery	Safety Net
29	Created 90 character limit Wireless Emergency Alert message templates		X			
30	Created and recorded evacuation messages using SoCoAlert templates		X			
31	Completed After Action Report on October wildfires		X			
32	Increased size, adjust the minimum lot size, and reduce fees for certain Accessory Dwelling Units (ADU) to make delivery of affordable housing in both residential and rural areas more attractive	X				
33	Deferred collection of certain Impact Fees until after building permits have been issued to allow lower carrying costs for the project and to create the option for these fees to be rolled into permanent financing for the project	X				
34	Allowed staff approval of innovative proposals through the Alternative Equivalent Proposals process when they meet established criteria	X				
35	Modified the Single Room Occupancy (SRO) facilities provisions to allow small SROs by right and remove the size cap for larger SROs by use permit	X				
	Significant Activities In Progress					
36	Legislative advocacy on regional, state and federal level	X	X	X	X	X
37	Fire Camera pilot project at Lake Sonoma		X	X		
38	Collaborating with Spanish speaking community advocates	X	X		X	X
39	Organization of housing project pipelines from all 10 jurisdictions, in partnership with SCTA	X				
40	Exploring housing opportunities on County-owned properties	X			X	
41	Leveraging Sonoma County Youth Ecology Corps model to support recovery efforts				X	
42	Identify incentive programs to harden private residential infrastructure	X	X		X	
43	Free energy rebuilding consultations offered by Energy and Sustainability	X			X	
44	\$17,500 in rebuilding incentives through Sonoma Clean Power	X				
45	21,000-plus reached by California HOPE counseling program					X
46	Free chipping offered by Fire & Emergency Services		X	X		
47	Removal of thousands of burned trees along county roads that pose risk to safety		X	X		
48	Over Excavation Program with CalOES: 515 burned lots to be assessed	X			X	
49	New Countywide Grant Steering Committee reviewing external funding opportunities	X	X	X	X	X
50	Assessing Mark West Creek and other burn streams			X		
51	Property Assessed Clean Energy financing now available for fire recovery housing	X			X	
52	Renewal Enterprise District planning involving Sonoma Clean Power, Sonoma County Transportation Authority, City of Santa Rosa, MTC/ABAG, and various state agencies.	X			X	

Sonoma County Recovery and Resiliency Plan Update
August 28, 2018

Recovery & Resiliency Activity Update (not a comprehensive list)		Housing	Community Preparedness	Natural Resources	Economic Recovery	Safety Net
53	Formation of a Building Resilient Inclusive Communities (BRIC) loan pool for affordable housing	X				
54	Collection and analysis of data in coordination with Bay Area Council and California Forward	X				
55	Planning for receipt of federal disaster funds, especially CDBG-DR	X			X	
56	District Attorney has reviewed 250+ price-gouging complaints					X
57	Assist landowners with removal of burned and damaged vegetation			X		X
58	Utilizing California Employment Development Department funding for workforce	X			X	
59	Various studies in burn areas to determine factors controlling burn severity		X	X		
60	Conduct and report water quality monitoring in and downstream of burn areas			X		
61	Engage cities countywide to help solve the housing shortage at every level	X			X	
62	Engage local agencies and non-profits as partners to help them lead private advocacy and financing efforts	X			X	
63	Engage business leaders on how they can help solve the job/housing gap	X			X	
64	Facilitate rebuilding units with clean energy programs through Sonoma Clean Power grant program	X			X	
65	Facilitate climate positive construction techniques for rebuilding homes through consultation and project planning assistance from the Energy and Sustainability Division of General Services	X				
66	Work with innovators to pilot use of modular or other alternative construction techniques	X				
67	Encourage efforts to increase work force training related to the building and construction trades at the high school level through the Career Technical Education Foundation, the Sonoma County Office of Education, the North Bay Construction Corps, and similar programs	X				
68	Support and coordinate with long-term recovery agency, Rebuild Our Community Sonoma County (ROC SC) for long-term unmet needs	X				
69	Develop employer partnerships (Higher Education, Health Systems, Major Employers) through RED and EDB	X				
70	Identify appropriate funding sources to address insurance gaps	X			X	
	Potential Future Activities					
71	Support programmatic EIR for Vegetation Management Program			X		

Sonoma County Recovery and Resiliency Plan Update
August 28, 2018

Recovery & Resiliency Activity Update (not a comprehensive list)		Housing	Community Preparedness	Natural Resources	Economic Recovery	Safety Net
72	Explore woody biomass discussions with Sonoma Clean Power			X	X	
73	Advocate for state Healthy Forests funding for stewardship and governance		X	X		
74	Install Regional Fire Cameras		X			
75	Housing Recovery ballot measure	X			X	
76	Formation and operationalizing of RED JPA	X				
77	Adjust land use regulations to reduce cycle time, create greater certainty of approval	X				
78	Update planning studies to support regional housing needs, including near SMART	X				
79	Collaborate with partners to support workforce housing solutions	X			X	
80	Develop and implement new mechanisms to expedite housing approvals and financing	X				
81	Build sustainable career pathways, especially in the area of construction				X	X
82	Conduct a Board of Supervisors Safety Net Services Recovery Workshop in August					X
83	Wire Emergency Alert system test in September		X			
84	Storm patrol preparedness and winter monitoring		X	X		X
85	Assess and rehabilitate dozer scars and plan for future access		X	X		
86	Create a Sonoma County Cooperative Education Program	X			X	
87	Updated fire safety plans for Regional Parks and Preserves		X	X	X	
88	Roadside fuels assessment and treatment in northwest Sonoma County		X	X		
89	Develop scorecard report on new housing units built in the unincorporated County					
90	Planning outreach and fuels treatments in Lake Sonoma Watershed		X	X		
91	Advocate for solutions to private disabled/destroyed utilities in a disaster		X			X
92	Facilitate hardened construction techniques for rebuilding homes through consultation and project planning assistance from the County Fire Marshal's prevention office		X			
93	Facilitate opportunities for new construction worker housing through use of RV sites	X			X	
94	Explore public-private partnerships for ride sharing programs to create affordable transportation solutions				X	X
95	Explore opportunities to leverage SMART and expand, adjust, and discount bus routes, especially for displaced residents				X	X



County of Sonoma
 Agenda Item
 Summary Report

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

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

Board of Supervisors

August 28, 2018

Majority

Auditor-Controller-Treasurer-Tax Collector
 County Counsel

Erick Roeser, 565-3285
 Robert Pittman, 565-2421

Third

Resolution Rescinding Tax Sale of Real Property Commonly Addressed as 948 Leddy Avenue,
 Santa Rosa, California

Adopt a Resolution determining the real property commonly addressed as 948 Leddy Avenue, Santa Rosa, California, and more particularly identified by Sonoma County Assessor Parcel Numbers 035-091-022 and 035-091-025 should not have been sold at tax sale; making findings of fact in support of said determination; rescinding the tax sale; and authorizing and directing the Tax Collector to record a Rescission of Tax Deed releasing any and all interest in said property transferred by the tax deed recorded on October 27, 2016.

Petitioner, Annette Elder-Evins, filed a petition pursuant to Revenue and Taxation Code section 3731 to rescind the sale of property commonly addressed as 948 Leddy Avenue in the City of Santa Rosa and identified by Assessor Parcel Numbers (APN) 035-091-022-000 and 035-091-025-000. Petitioner disputes the validity of certain City charges included on the property tax bill and contends her property was improperly sold at public auction. The Sonoma County Auditor-Controller-Treasurer-Tax collector (Tax Collector) supports Petitioner’s Petition. The purchaser at the tax sale, Tuan Phan, and the City of Santa Rosa oppose the petition.

At its August 7, 2018 regular meeting, the Board of Supervisors conducted a duly noticed public hearing, as required by the provisions of Revenue and Taxation Code section 3731. At the conclusion of the hearing, the Board—having considered the record of the proceedings before it, the written briefing submitted for the public hearing, the oral testimony of Petitioner, Purchaser, City, and Tax Collector, and the oral testimony provided by members of the public, and having deliberated on the matter—voted 4-0

to conditionally rescind the tax sale, subject to the adoption of written findings of the Board in support of its determination. The attached resolution sets forth the written findings of the Board.

Discussion:

Background

Petitioner—Annette Elder-Evins—brought a Petition to rescind the sale of property identified as APN 035-091-022-000 and 035-091-025-000 (Property) pursuant to Revenue and Taxation Code section 3731.¹ Section 3731 authorizes the Board of Supervisors to rescind a tax sale provided the Board determine that the Property should not have been sold.

The Property first became tax defaulted on July 1, 2010, for failure to pay the 2009/2010 property tax bill by the statutory deadline of June 30, 2010. Petitioner subsequently failed to pay the 2010/2011, 2011/2012, and 2012/2013 property tax bills. The bills in question each contained a portion of a weed abatement charge and a portion of a code enforcement charge from the City of Santa Rosa (City). The weed abatement cost recovery charge was for approximately \$1,600. The code enforcement charge totaled \$37,685.00, plus seven percent (7%) annual interest. The charge originated from a November 23, 2007 Administrative Enforcement Order against petitioner and was comprised of the following: City administrative costs of \$1,365.00; hearing officer costs of \$320.00; and an assess penalty of \$36,000.00. By its Resolution No. 27053, the Santa Rosa City Council order the entire \$37,685.00, plus seven percent (7%) annual interest, be collected on the tax bill for the Property.

The default declaration began a statutorily prescribed five-year period for Petitioner to redeem the Property before the Tax Collector could terminate her right to redeem by sale of the Property at public auction. Petitioner failed to redeem the Property during this period, and on October 21, 2016, the Tax Collector placed the Property for sale at public auction. On October 24, 2016, the sale closed with a winning bid of \$202,200 from Tuan Phan (“Purchaser”).

Petitioner timely petitioned the County for rescission of the tax sale. Petitioner steadfastly maintained that the City charges were unlawfully placed on the property tax bill and contends that the October 21, 2016 tax sale was, therefore, improper. The City and the Purchaser oppose the petition. The Tax Collector supports the requested rescission.

Parties’ Legal Positions

- Petitioner (Annette Elder-Evins). Ms. Elder-Evins asserted that her property was improperly sold at tax sale and disputed the legality of the City charges that were placed on the secured tax roll and ultimately led to the tax sale.
- Purchaser (Tuan Phan). Mr. Phan, through legal counsel, objected to the petition for rescission. He is a *bona fide* purchaser at the tax sale conducted on October 21, 2016, but he provided no legal basis for his objection to the petition for rescission.

¹ All further section references are to the California Revenue and Taxation Code unless otherwise stated.

- Sonoma County Tax Collector. The Tax Collector supported the petition for rescission. The Tax Collector contended the penalty portion of the City code enforcement charge was improperly placed on the secured tax roll and argued that because the City lacked authority to place the City penalty on the property tax bill, Ms. Elder-Evins was never subject to the penalty portion of the charge. Accordingly, the Property should not have been sold at tax sale.
- City of Santa Rosa. The City contended that the challenged City penalty was lawful and properly enforced. The City further asserted that the rescission by the Tax Collector is contrary to governing statutes and a breach of the County's contractual obligations to the City.

Board Action and Direction

The Board conducted a duly noticed public hearing at its August 7, 2018 regular meeting. After closing the public hearing, the Board considered the record of the proceedings before it, including: the written briefing submitted for the public hearing by Petitioner, Purchaser, City, and the Tax Collector; the oral testimony of Petitioner, Purchaser, City, and Tax Collector; and the oral testimony provided by members of the public. After deliberation on the matter, the Board, by a vote of 4-0, voted conditionally to rescind the tax sale, and directed staff to prepare and return with a resolution setting forth written findings in support of the Board's determination.

The Board based its decision on the following findings:

- Section 3731 does not limit the Board's authority to rescind the tax sale based only on an irregularity or invalidity in the tax sale proceedings, as argued by City. To the contrary, the Board may exercise its judgment in making its determination whether the Property should or should not have been sold.
- The City lacked the authority to place the City penalty on the property tax bill. Under California law, a city may not collect nuisance abatement penalties on the secured tax roll. Absent that authority, the City's placement of those charges on the property tax bill is an ultra vires act and void from inception.
- Based on the facts presented in the record of proceedings before the Board, the Property should not have been sold.

Staff Recommendation

Staff recommend that the Board adopt the attached resolution:

- Determining the Property should not have been sold at tax sale;
- Making findings of fact in support of said determination;
- Rescinding the tax sale; and
- Authorizing and directing the Tax Collector to record a Rescission of Tax Deed releasing any and all interest in the Property transferred by the Tax Deed recorded on October 27, 2016.

Prior Board Actions:			
None.			
Strategic Plan Alignment		Not Applicable	
Fiscal Summary			
Expenditures	FY 18-19 Adopted	FY 19-20 Projected	FY 20-21 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Exhibit A—Draft Resolution of the Board			
Related Items “On File” with the Clerk of the Board:			



County of Sonoma

State of California

Date: August 28, 2018

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Adopting Findings Related To A Tax Rescission Petition Filed By Annette Elder-Evins; Determining The Real Property Commonly Addressed As 948 Leddy Avenue, Santa Rosa, California, And More Particularly Identified By Sonoma County Assessor Parcel Numbers 035-091-022 And 035-091-025 Should Not Have Been Sold At Tax Sale; Making Findings Of Fact In Support Of Said Determination; Rescinding The Tax Sale; And Authorizing And Directing The Tax Collector To Record A Rescission Of Tax Deed Releasing Any And All Interest In Said Real Property Transferred By The Tax Deed Recorded On October 27, 2016.

Whereas, on February 6, 2017, Annette Elder-Evins (“Petitioner”) filed a petition to rescind the sale of certain real property commonly addressed as 948 Leddy Avenue, Santa Rosa, California and identified by Sonoma County Assessor’s Parcel Numbers 035-091-022 and 035-091-025 (the “Property”) pursuant to Revenue and Taxation Code section 3731¹; and

Whereas, Section 3731 authorizes the Board of Supervisors to rescind a tax sale provided the Board determines that the Property should not have been sold; and

Whereas, the Property first became tax defaulted on July 1, 2010, for failure to pay the 2009/2010 property tax bill by the statutory deadline of June 30, 2010; and

Whereas, Petitioner subsequently failed to pay the 2010/2011, 2011/2012, and 2012/2013 property tax bills; and

Whereas, the bills in question each contained a portion of a weed abatement charge and a portion of a code enforcement charge from the City of Santa Rosa (“City”); and

Whereas, the weed abatement cost recovery charge varied each year and the code enforcement charge totaled \$37,685.00, plus seven percent (7%) annual interest (sometimes collectively referred to hereinafter as the “City charges”); and

¹ All further section references are to the California Revenue and Taxation Code unless otherwise stated.

Resolution #

Date:

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Whereas, the code enforcement charge originated from a November 23, 2007 Administrative Enforcement Order against petitioner and was comprised of the following: City administrative costs of \$1,365.00; hearing officer costs of \$320.00; and a penalty of \$36,000.00; and

Whereas, by its Resolution No. 27053, the Santa Rosa City Council ordered the entire \$37,685.00, plus seven percent (7%) annual interest, be collected on the tax bill for the Property; and

Whereas, the default declaration began a statutorily prescribed five-year period for Petitioner to redeem the Property before the Sonoma County Auditor-Controller-Treasurer-Tax Collector ("Tax Collector") could terminate the right to redeem by sale of the Property at public auction; and

Whereas, Petitioner failed to redeem the Property during this period, and on October 21, 2016, the Tax Collector placed the Property for sale at public auction; and

Whereas, on October 24, 2016, the sale closed with a winning bid of \$202,200 from Tuan Phan ("Purchaser"); and

Whereas, Petitioner timely petitioned the County for rescission of the tax sale pursuant to Section 3731; and

Whereas, Petitioner steadfastly maintained that the City charges were unlawfully placed on the property tax bill and contends that the October 21, 2016 tax sale was, therefore, improper; and

Whereas, City and Purchaser opposed the petition for rescission; and

Whereas, the Tax Collector supported the requested rescission; and

Whereas, Petitioner, Purchaser, City, and Tax Collector were each afforded the opportunity to submit detailed briefs setting forth their respective positions with respect to the petition; and

Whereas, at its regular meeting on August 14, 2018, the Board of Supervisors ("Board") held a duly noticed public hearing and considered the written briefing and oral presentations by Petitioner, Purchaser, City, and Tax Collector and oral comments from members of the public; and

Whereas, Petitioner asserted that her property was improperly sold at tax sale and disputed the legality of the City charges that were placed on the secured tax

Resolution #

Date:

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roll and ultimately led to the tax sale; and

Whereas, Purchaser, through legal counsel, objected to the petition for rescission, asserting he is a bona fide purchaser at the tax sale conducted on October 21, 2016, but offering no legal basis for his objection to the petition for rescission; and

Whereas, the Tax Collector contended: (i) the City lacked authority to place the City penalty on the property tax bill and, therefore, the Property was never subject to the penalty portion of the charge; (ii) the penalty portion of the City code enforcement charge was improperly placed on the secured tax roll; and (iii) accordingly, the Property should not have been sold at tax sale; and

Whereas, City contended that the challenged City penalty is lawful and properly enforced and further asserted that the rescission by the Tax Collector is contrary to governing statutes and a breach of the County's contractual obligations to the City; and

Whereas, following the public hearing, the Board—having considered the record of the proceedings before it, the written briefing submitted for the public hearing, the oral testimony of Petitioner, Purchaser, City, and Tax Collector, and the oral testimony provided by members of the public, and having deliberated on the matter—by a vote of 4-0, voted conditionally to rescind the tax sale, subject to the adoption of written findings of the Board in support of its determination.

Now, Therefore, Be It Resolved that the Board of Supervisors hereby finds, determines, declares that the foregoing recitals are true and correct and are hereby incorporated into and form a material part of this Resolution; and

Be It Further Resolved that Section 3731 does not limit the Board's authority to rescind the tax sale based only on an irregularity or invalidity in the tax sale proceedings, as argued by City. To the contrary, the Board may exercise its judgment in making its determination whether the Property should or should not have been sold. Section 3725, cited by City, provides that "a proceeding based on alleged invalidity or irregularity of any proceedings instituted under this chapter can only be commenced in a court" if the petitioner has: (1) first petitioned the Board under Section 3731 within one year of the sale, and (2) instituted the court proceeding within one year of the board's determination that the property should not have been sold. However, nothing in the statutes suggests Section 3725 limits the Board's decision whether to rescind under Section 3731. Indeed, *Van Petten v. County of San Diego*, 38 Cal. App. 4th 43, 50, found that a purchaser at a tax sale assumes the risk of any defect in the tax sale proceedings, noting: "Section 3731 addresses rescission of a tax sale of property 'which should not have been sold' (e.g., because it was owned by a governmental entity at the time of sale), without reference to invalidity or

irregularity of the sale proceedings.” (*Id.*) The Board finds that: Petitioner complied with Section 3731(a); Section 3731(b) has no bearing on the Board’s authority to rescind the tax sale; and the Board may properly consider the grounds asserted by Petitioner and Tax Collector in determining whether to rescind the tax sale of the Property under 3731.

Be It Further Resolved that City lacked the authority to place the City penalty on the property tax bill. Under California law, a city may not collect nuisance abatement penalties on the secured tax roll. In *Isaac v. City of L.A.* (1998) 66 Cal. App. 4th 586, the City of Los Angeles adopted an ordinance providing for the collection of past-due and future billings for power on the secured tax bills of master-metered apartment buildings. The *Isaac* court found that absent statutory authority, an agreement between the parties, or a recorded judgment, a city cannot create a lien secured by real property. (*Id.* at 598.) Further, the court found that the city’s attempt to create a super-priority lien, which is the effect of placing a charge on the secured tax roll, was preempted by the existing statutory scheme governing lien priority. (*Id.* at 601.) Similarly, since City did not obtain Petitioner’s agreement or a recorded judgment, statutory authority was required for City to create a lien for the City Charge secured by the Property and to overcome the state law preemption over lien priority.

A more recent unpublished Ninth Circuit—*Mechammil v. City of San Jacinto* (2016) 653 Fed. Appx. 562, 565—bolsters this argument, holding that “cities in California cannot attach liens or impose special assessments to collect outstanding nuisance fines or penalties.” In *Mechammil*, the City of San Jacinto relied on Government Code section 53069.4(a)(1) to collect nuisance fines and penalties on the property tax bill. That provision allows cities to “make any violation of any ordinance enacted by the local agency subject to an administrative fine or penalty.” The city “shall set forth by ordinance the administrative procedures that shall govern the imposition, enforcement, collection, and administrative review by the local agency of those administrative fines or penalties.” (Gov’t. Code §53069.4(a)(1).) The court noted that Government Code sections 38773.1(a) and 38773.5(a) “authorize the use of liens and assessments *only* to collect nuisance abatement costs, not fines or penalties.” (*Id.* at 564 [italics added].) The court concluded, however, that neither Government Code section 53069.4(a)(1) nor sections 38773.1(a) or 38773.5(a) authorize cities to collect nuisance fines or penalties by attaching a lien or imposing an assessment. (*Id.*) The court concluded “California law does not authorize cities to collect nuisance abatement fines or penalties by attaching a lien or imposing an assessment.” (*Id.*)

City’s reliance on the procedural due process it afforded Petitioner during the administrative hearings before the City is misplaced. Notice and an opportunity to be heard during the abatement process goes to whether or not the City may

Resolution #

Date:

Page 5

collect the penalties and fines at issue; but, as the *Isaac* court plainly states, statutory authority was required for City to create a lien for the City penalty secured by the Property and to overcome the state law preemption over lien priority. Absent that authority, the City's placement of those charges on the property tax bill is an *ultra vires* act and void from inception. No amount of procedural due process can cure that defect. As the Court of Appeal stated in *Los Angeles v. Morgan* (1951) 105 Cal.App.2d 726, "[w]hat is initially void is ever void and life may not be breathed into by lapse of time."

City's argument that the unpublished *Mechammil* decision cannot be relied upon by this Board is equally misguided. Both federal and state law have mechanisms to cite to such decisions--the Federal Rules of Procedure contain a provision that allows citation of unpublished federal court opinions if they were issued after 2007; and local rules allow state courts to take judicial notice of unpublished decisions. Regardless, the City's argument overlooks the *Isaac* case discussed above. At least since 1998, California law has been clear--cities must have statutory authority to create real-property secured liens, and to give those liens super-priority status by placing them on the property tax roll. (*Isaac v. City of L.A.*, 66 Cal. App. 4th 586.) Here, the City did not have such authority to place the City penalty portion of the City charge on the Property Tax Bill.

Be It Further Resolved that the Board finds, based on the foregoing facts presented in the record of proceedings before the Board, the Property should not have been sold.

Be It Further Resolved that hereby rescinds the tax sale of the Property that occurred on October 24, 2016.

Be It Further Resolved that the Tax Collector is hereby authorized and directed to record a Rescission of Tax Deed releasing any and all interest in the Property transferred to Purchaser by the Tax Deed recorded on October 27, 2016, as Instrument No. 2016099403 in the Official Records of Sonoma County.

Supervisors:

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma Agenda Item Summary Report

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

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

To: Sonoma County Board of Supervisors

Board Agenda Date: August 28, 2018

Vote Requirement: Majority

Department or Agency Name(s): General Services' Facilities Development and Management

Staff Name and Phone Number:

Mark DeBacker: 707-565-3915

Supervisorial District(s):

County-wide

Title: Approval of Construction Contract for the Sonoma Veterans Hall Kitchen Upgrades

Recommended Actions:

- A. Authorize the Chair of the Board to approve a contract with CWS Construction in the amount of \$372,000, for the designated kitchen improvements and associated accessibility upgrades at Sonoma Veterans Memorial Hall.
- B. Adopt a resolution authorizing budgetary adjustments to the 2017-18 Final Budget for the General Services Department, in the amount of \$70,000, necessary for the Sonoma Veterans Memorial Building kitchen and upgrade project.

Executive Summary:

The Sonoma Veterans Memorial Hall was constructed in the late 1940's and today is widely used by veterans organizations and the community. The kitchen at the facility is still in its original 1949 configuration. It operates as a "catering kitchen" meaning that food is brought in prepared, requiring only that food is held at the proper temperature before plating and service. In FY 14-15, the Board authorized the design of project improvements to begin addressing outstanding code issues and provide at least one accessible work station for the disabled to participate in kitchen service. Design was completed in June 2016 and the project was then placed on hold approximately 1.5 years pending availability of construction funding. Construction funding has subsequently become available through the voter approved Measure M Transit Occupancy Tax.

General Services originally sought a Job Order Contract (JOC) contractor as the most expeditious method of project delivery, however, the selected JOC was unable to deliver a proposal within the available budget. Subsequently, General Services elected to put the project out to bid and bids were received on July 24, 2018. All bids exceeded the available budget. Additional funding sources and scope cuts were explored. Following review of the options, it was determined that an additional \$70,000 would be required in order to award the already pared-down project scope. Measure L funds were recently

allocated to the Veterans Halls in the FY18-19 Final Budget and we are seeking a portion of this funding in order to award the contract.

Discussion:

The total project budget was based on 2015 projections when the project was authorized. Commencement of design was approved in FY 14-15, but full design funding was not available for nearly a year. Design was completed and submitted for permits in late June of 2016. Several revisions were required as the project scope was substantially expanded to include ADA accessibility improvements and Health Department requirements. The project went on hold until construction funding became available in December 2017. The project was pursued via one of our Job Order Contracts (JOC), but ultimately the contractor was unable to deliver a proposal consistent with the terms of the JOC program or within the available budget due to rapidly increasing construction costs over the last year, in part related to demands resulting from the October 2017 Fires. As a result, all scope not required by applicable codes was deleted from the project, including the replacement of most appliances. The project was subsequently taken out to bid in the hopes of receiving a bid within the budget. Bids were received on July 24, 2018, but again, all bids received were over the available budget, again likely related to increases in local construction costs over the past year. CWS Construction is the lowest responsive and responsible bidder, but an additional \$70,000 will be required to award the contract.

General Services is coordinating with user groups to minimize impacts of the improvement project and the duration that the kitchen will be off-line. All reservations between September 17 and December 10, 2018 utilizing the kitchen at the Sonoma Veterans Memorial Hall have been contacted to inform them of the project and options for alternative food service. Pursuant to the construction contract, the contractor will have only 84 days to complete the work, including ordering and installing custom stainless-steel counters. Work must be completed prior to a major event scheduled for December 11, 2018.

For the proposed budget adjustment and transfer between funds, a 4/5ths vote is required (Government Code section 29125(a)).

Prior Board Actions:

June 5, 2018: FY 2018-19 Community Investment Fund Grant Awards; \$460,000 for Veteran’s Hall capital improvement and operational costs.
Funding approved for construction, December 5, 2017.
Additional funds were allocated from the County’s ADA Self Evaluation Transition Plan program for the required Path of Travel scope.

May 2016: FY 2016-17 Advertising and Promotions Program Grant Awards; \$400,000 for Veteran’s Hall capital improvements.

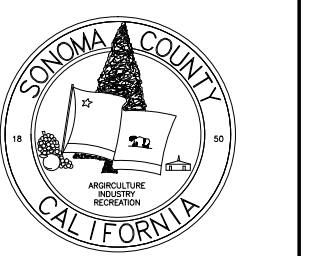
Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary			
Expenditures	FY 18-19 Adopted	FY 19-20 Projected	FY 20-21 Projected
Budgeted Expenses	\$488,583		
Additional Appropriation Requested	\$70,000		
Total Expenditures	\$558,583		
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other	\$455,640		
Use of Fund Balance	\$102,943		
Contingencies			
Total Sources	\$558,583		
Narrative Explanation of Fiscal Impacts:			
<p>The project design was originally budgeted at \$62,000 FY 14-15 but as noted above full funding was not available until FY 15-16. The project was submitted for permits in June 2016 but went on hold until \$323,640 construction funding was released in December 2017. \$102,943 was designated from Self Evaluation Transition Plan funds to address the accessibility portion of the project. However, after extensive attempts to use the established JOC process and contractors, including Value Engineering negotiation and scope modification, all construction estimates remained \$80,000-\$100,000 over budget. The JOC Job Order was cancelled and the project was taken to public bid. All bids, including the apparent low bid of \$386,000, exceed our available construction budget and will require additional funding to award. Additional funding sources and scope cuts were explored. Following review of the options, it was determined that an additional \$70,000 would be required in order to award the already pared-down project scope. Measure L funds were recently allocated to the Veterans Halls in the FY18-19 Final Budget and we are seeking a portion of these funds in order to award the contract and provide a minimal project contingency.</p> <p>The original allocation included \$116,583 for non-construction expenses. Of that, \$109,582 has been spent/contracted during the design and bidding phases over the last three and a half years. This cost includes \$61,630 for architect's fees; \$1,324 for permit fees; \$1,833 for Hazmat tests/reports; \$597 for printing/advertisement; and \$44,198 for management of the design and bidding phases, which include contracts, permit coordination and monthly reports as well as the preparation, solicitation, negotiation and administration of both JOC and subsequent public bids.</p>			

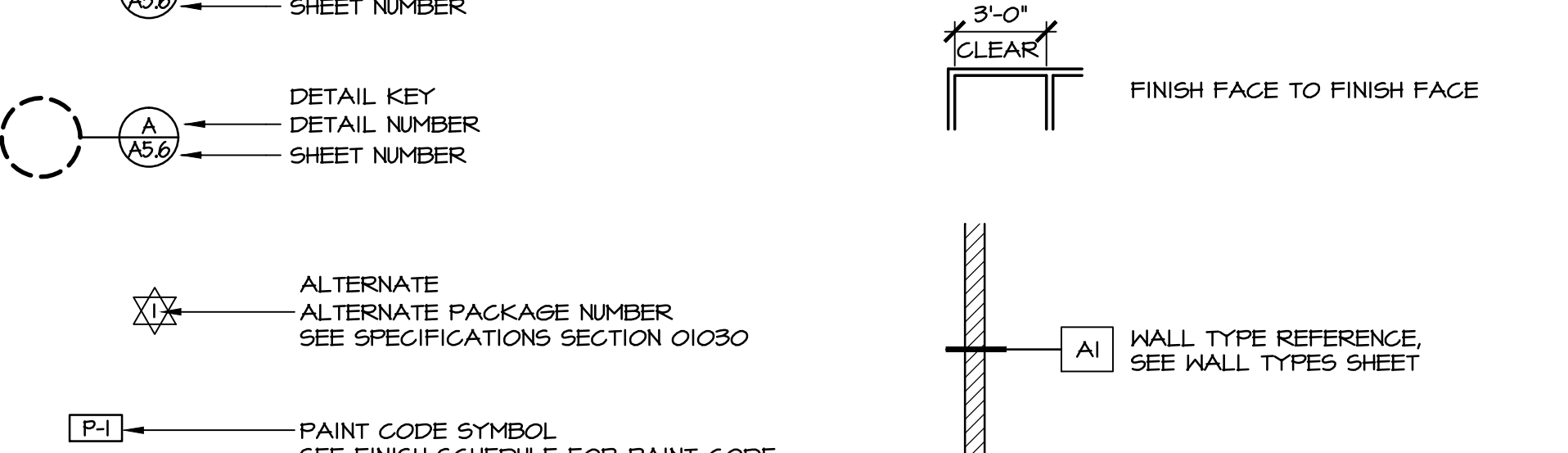
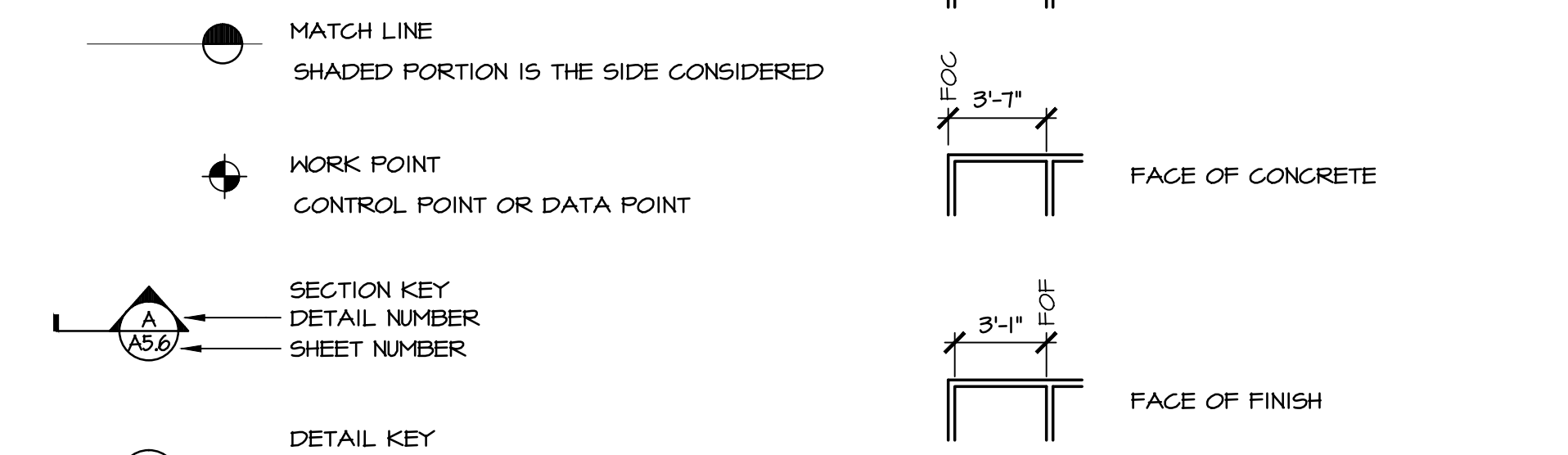
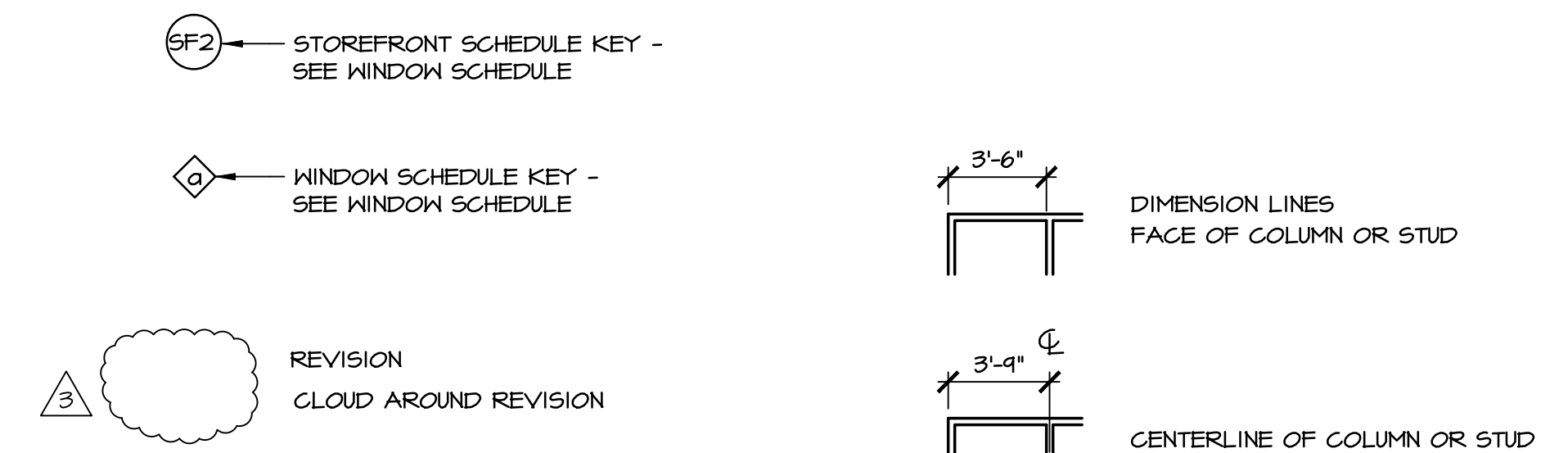
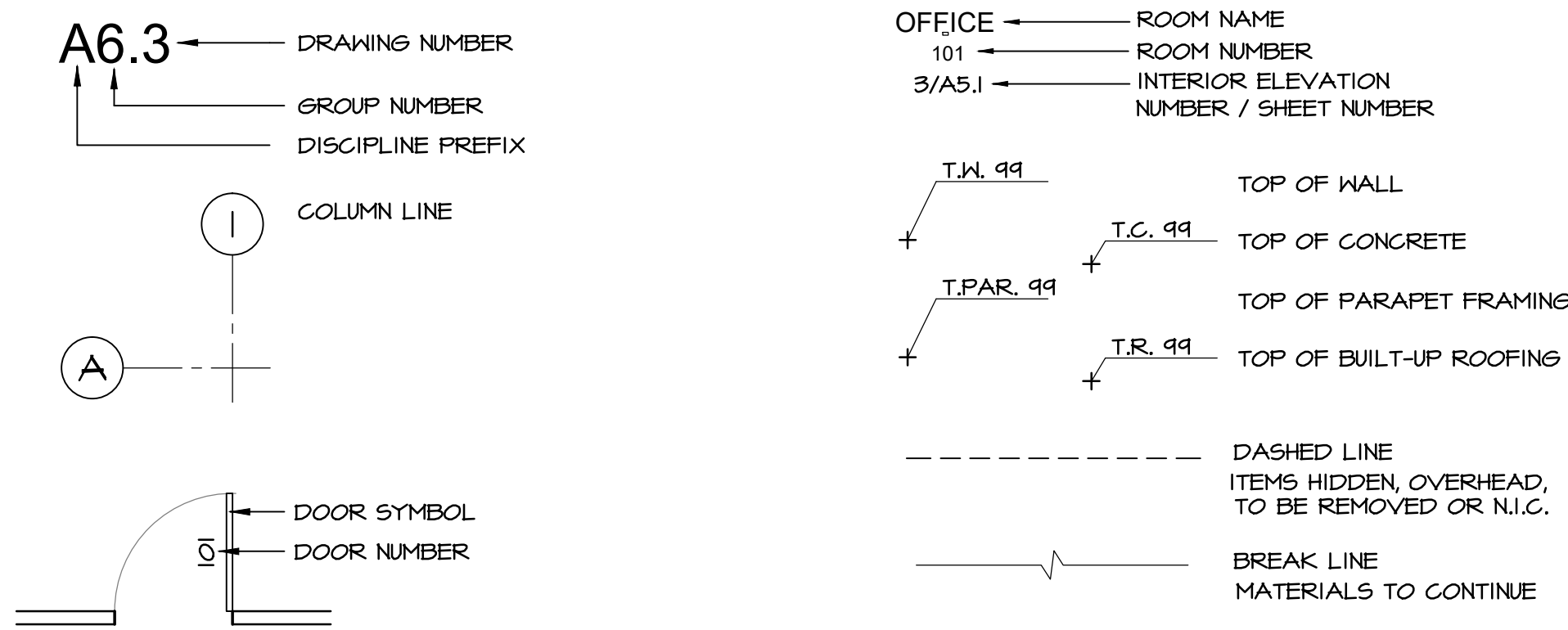
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
None		0	0
Narrative Explanation of Staffing Impacts (If Required):			
Current staffing level is unaffected by this project			
Attachments:			
Attachment 1: Construction Documents, “6601PP Drawings PRMD Resubmittal Set” (revision 2, dated 5/9/17). Final permit resubmittal underway.			
Attachment 2: Resolution			
Related Items “On File” with the Clerk of the Board:			
Approval of ADA funding for associated ADA Path of Travel work (Project No.7210-U44) which is required by California Building Code. May 15, 2018.			
Equipment Cut Sheets – Sonoma_ANNOTATED, 0202 2018			
6601PP Sonoma Veteran’s Hall Kitchen Upgrade and Associated ADA Path of Travel specifications. Bid Date July 24, 2018.			

Sonoma Veterans' Memorial Building Kitchen Alterations

126 First Street West
Sonoma, California



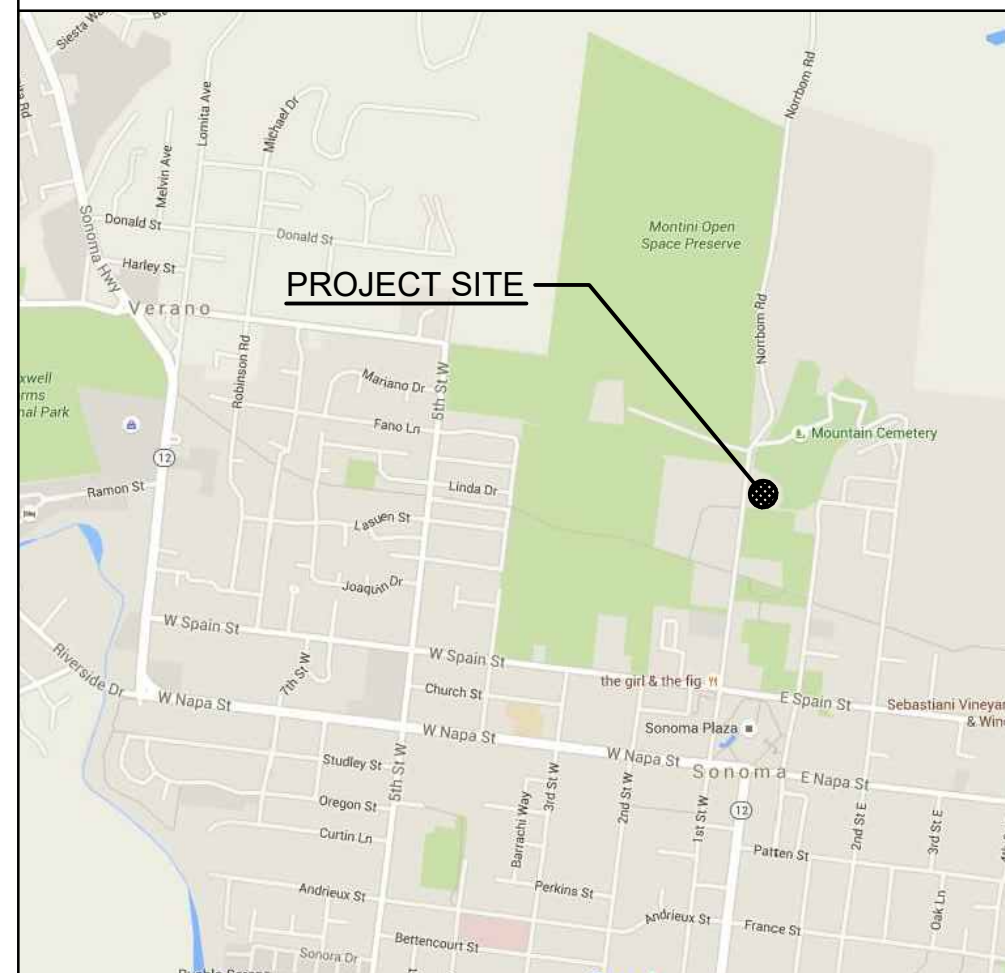
ARCHITECTURAL GRAPHIC SYMBOLS



GRAPHIC SYMBOLS NOTES

- Graphic Symbols represent objects, elements, equipment, instructions, location, conventions, etc. They do not represent the shape, size or dimension of the actual object.
- Each drawing group (e.g. Mechanical, Electrical) has its own symbols, abbreviations, legend and notes. The information and symbols on this drawing are general and apply to architectural drawings.

VICINITY MAP



BUILDING DATA

LOCATION:
126 First Street West
Sonoma, CA

ZONING:
'Public Facility'

A.P. NUMBER:
...

SITE AREA:
...

BUILDING AREA:
Total building: 15,776 sf
Area of Alteration: 516 sf

NUMBER OF STORIES:
One

OCCUPANCY GROUP:
A3 Assembly
B Business

PARKING:
Standard
Disabled Access 5

GENERAL NOTES

- The Project consists of interior improvements to the existing Kitchen and Pantry, and the required ratio of barrier removal improvements to increase access to the disabled community.
The Kitchen in this facility provides no daily food service program. The Kitchen is used on an appointment basis for individual events. Food is brought into the facility on an individual event basis.
- All new construction shall be governed by applicable codes and ordinances of the County of Sonoma, including all applicable State and Federal regulations, and it shall be the responsibility of each subcontractor to be in full compliance regardless of any discrepancies that may exist within the drawings or specifications. In the event that any of the provisions or requirements of any of the Contract Documents are not clear to the reader, the reader shall immediately contact the office of the Architect for clarification. Any assumption of meaning shall be the responsibility of the reader.
- Construction activity may occur between the hours of 7:00 a.m. and 5:30 p.m., Monday through Friday. Other hours of construction activity shall be coordinated with the Owner / Occupant.
- These drawings shall not be scaled. All work shall be governed by the dimensions indicated on the drawings. Any discrepancies shall be brought to the attention of the General Contractor and the Architect prior to proceeding with the work.
- All references to "Contractor" shall include and apply to all subcontractors to the extent applicable for work they are performing under their subcontract.
- It shall be the responsibility of each subcontractor to review and familiarize themselves with the drawings, specifications, site conditions and the work of other subcontractors prior to starting construction.
- All dimensions are to centerline of structural steel and face of framing, concrete or CMU unless otherwise noted. "Clear" dimensions are to face of finish.
- Any necessary material, item, piece of equipment or operation not called for but reasonably implied as necessary for proper completion of the work, shall be furnished and installed consistent with adjacent or related materials, items or pieces of equipment in accordance with good practice with no extra cost.
- Seal all penetrations of piping, conduits and cables through fire-rated wall, floor and ceiling assemblies with U. L. Listed fire-caulking.
- Coordinate all equipment and fixture requirements with the Owner.
- All restrooms shall conform to the 2013 California Building Code and the Americans with Disabilities Act of 1990. Verify or install restroom door symbols per the California State Code and the currently adopted Americans with Disabilities Act (ADA).
- Exit doors shall be openable from the inside without the use of a key or any special knowledge or effort.
- Where larger studs or furrings are required to cover piping and conduits, the larger stud size or furring shall extend the full surface of the wall width and length where the furring occurs.
- Contractor shall maintain at the job site at all times, and available for the Inspector's review, approved copies of the following:
- Contract Documents
- Addendum
- Change Orders
- Requests for Interpretation (RFI)
- Supplemental Instructions (SI)
- Submittals, Shop Drawings, Samples
- The Americans with Disabilities Act (ADA) is subject to various and possibly contradictory interpretations. These plans and specifications represent the designer's opinion regarding its interpretation of the ADA as it applies to the subject project, but is not in any way a warranty or guarantee that said plans comply with any or all possible interpretations of the ADA by others.

DRAWING INDEX

- GENERAL**
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A2.1 OVERALL FLOOR PLANS, NOTES
A4.1 ENLARGED KITCHEN FLOOR PLANS
A5.1 BARRIER REMOVAL SITE DETAILS
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E0.1 ELECTRICAL SYMBOLS, NOTES, DRAWING LIST
E3.1 ELECTRICAL FLOOR PLANS
E3.2 OVERALL ELECTRICAL FLOOR PLAN

ABBREVIATIONS

A.B. Anchor Bolt	FINIS Flat Head Wood Screw	R. or RAD Radius
AC Asphaltic Concrete	FIN Finish(ed)	RA Return Air
ACC Accessible	FLR Floor	RD Roof Drain
ACOUS Acoustical	FOC Face of Curb or Concrete	REF Refrigerator or Reference
AD Area Drain	FOM Face of Masonry	REIN Reinforcing
ADJ Adjacent or Adjustable	FOS Face of Studs	REQD Required
ADA Americans with Disabilities Act	FTG Footing	REV Revised or Reversed
AFF Above Finished Floor	FURR Furr(ing)	RO Rough Opening
AGG Aggregate	FWC Fabric Wall Covering	RS Rough-Sawn
ALUM Aluminum	GA Gauge	RND Redwood
APPROX Approximate(ly)	GALV Galvanized	RNL Rain Water Leader
ARCH Architect	GLB Glue Laminated Beam	S4P Shelf & Pole
ASSY Assembly	GSM Galvanized Sheet Metal	SA Supply Air
@ At	GI Galvanized Iron	S.A.D. See Architectural Drawings
BD Board or Bead	GR Grade	SB Solid Blocking
BETWN Between	GYPBD Gypsum Board	SC Solid Core
BLDG Building	G.B. Gypsum Board	SCD See Civil Drawings
BLKG Blocking	HB Hose Bibb	SD Storm Drain
BOT Bottom	HC Hollow Core or Handicapped	SED See Electrical Drawings
BUR Built up Roofing	HDR Header	SF or # Square Foot/Feet
CAB(s) Cabinet(s)	HGR Hanger	SHT Sheet
CB Catch Basin	HT Height	SHTS Sheathing
CBB Cementitious Backer Board	HM Hollow Metal	SHWR Shower
CEM Cement	HORIZ Horizontal	SIM Similar
CI Cast Iron	HR Hour	SMD See Mechanical Drawings
CJ Construction Joint	HSS Hollow Structural Section	SMS Sheet Metal Screw
CL or CL Centerline	HVAC Heating, Ventilating & Air Conditioning	SF Space(s)
CLS Ceiling	HND Hardwood	SFP See Plumbing Drawings
CLOS Closet	INSUL Insulation	SQ Square
CLR Clear	INT Interior	SRD See Refrigeration Drawings
CMU Concrete Masonry Unit(s)	J or JAN Janitor	S.S. Stainless Steel
COL Column	JT Joint	SSD See Structural Drawings
CONC Concrete	KIT Kitchen	STC Sound Transmission Coefficient
CONST Construction	LAV Lavatory	STD Standard
CONT Continuous	LGM(F) Light Gauge Metal (Framing)	STL Steel
CORR Corridor	LOC Location	STOR Storage
CSK Countersunk	LTWT Lightweight	SUSP Suspend(ed)
DA Disabled Access	MAX Maximum	SYM Symmetrical
DBL Double	MB Machine Bolt	T-24 California Code of Regulations, Title 24
DF Douglas Fir or Drinking Fountain	MDO Medium Density Overlay	T4B Top and Bottom
DI Drop Inlet	MECH Mechanical	TOC Top of Concrete or Curb
DIA or Ø Diameter	MED Medium	TEL Telephone
DIAG Diagonal(s)(ly)	MFR Manufacturer(s)	TOG Top of Grade
DIM Dimension	MI Malleable Iron	T.O.P. Top of Paving
DISP Disposal	MIN Minimum	TOS Top of Steel
DN Down	MR Moisture Resistant	TOIL Toilet
DR Door	MTL Metal	TS Tube Steel
DS Downspout	(N) New	TYP Typical
DW Dishwasher	NIC Not In Contract	UNO Unless Noted Otherwise
DWS Drawing	NO Number	VAR Varies
(E) Existing	NTS Not to Scale	VERT Vertical
EA Each	OC On Center	VIF Verify in Field
EI(FS) Exterior Insulation & Finish System	OPNG Occupant Load	VNC Vinyl Wall Covering
EJ Expansion Joint	OPP Opposite	w/ With
ELEC Electrical	PL Plate	w/c Water Closet
ELEV Elevation	PLAM Plastic Laminate	w/d Wood
ENGR Engineer or Engineered	PLYND Plywood	w/d Window
EQ Equal	PR Pair	w/h Water Heater
EQUIP Equipment	PTD Painted	w/o Without
ES Each Side	PTD Painted	wt Weight
EWC Electric Water Cooler	PT Pressure Treated	w/p Waterproof(ing)
EXT Exterior		
FAU Forced Air Unit		
FDN Foundation		
FEC Fire Extinguisher Cabinet		
FG Fiberglass, Finish Grade or Fixed Glass		

NOTE: Abbreviations appearing within these Documents which include additional punctuation, shall have the same meaning as those listed above.

CODES

- California Administrative Code - 2013
- Part 1, Title 24, California Code of Regulations (CCR)
- California Building Code - 2013
- California Plumbing Code - 2013
- Part 5, Title 24, CCR and Amendments
- California Mechanical Code - 2013
- Part 4, Title 24, CCR and Amendments
- California Electrical Code - 2013
- Part 3, Title 24, CCR and Amendments
- California Fire Code - 2013
- Part 9, Title 24, CCR and Amendments
- California Energy Code - 2013
- Part 6, Title 24, CCR and Amendments
- California Green Buildings Standard Code - 2013
- Part 11, Title 24, CCR and Amendments

ALL LOCAL AMENDMENTS TO THE ABOVE CODES

Job No: G1405 T
Drawn By: DZ
Checked By: CS
Cad File: 1405T G01
Date: June 30 2016

Revisions
FRM: Plan Review
Resubmittal 12/15/16

Sheet Number

G0.1

MECHANICAL SYMBOLS		
SYMBOL	ABBREVIATION	DESCRIPTION
	CD	SUPPLY DIFFUSER
	RAG, EAG	RETURN/EXHAUST AIR GRILLE
	VD	VOLUME DAMPER
		DUCT SIZE, FIRST NUMBER IS IN PLANE OF PAGE
	L	LINED DUCTWORK
		DEMOLITION
		TURNING VANES
	FC	FLEXIBLE CONNECTION
	FD	FIRE OR FIRE SMOKE DAMPER
		SUPPLY DUCT UP
		RETURN/EXHAUST DUCT UP
	T	THERMOSTAT
	POC	POINT OF CONNECTION
	SD	DUCT SMOKE DETECTOR
	M	MOTOR-ACTUATOR
	AFF	ABOVE FINISHED FLOOR
	BDD	BACK DRAFT DAMPER
	CTE	CONNECT TO EXISTING
	DG	DOOR GRILLE
	DN	DOWN
	DWG	DRAWING
	(E)	EXISTING
	FLA	FULL LOAD AMPS
	IJS	IN JOIST SPACE
	MBH	THOUSAND BTU PER HOUR
	MCA	MINIMUM CIRCUIT AMPS
	MOCP	MAXIMUM OVER CURRENT PROTECTION
	NTS	NOT TO SCALE
	OA	OUTSIDE AIR
	(RE)	RELOCATE EXISTING
	RL	REFRIGERANT LIQUID
	RS	REFRIGERANT SUCTION
	SAD	SEE ARCHITECTURAL DRAWINGS
	SCD	SEE CIVIL DRAWINGS
	SED	SEE ELECTRICAL DRAWINGS
	SFD	SEE FOOD SERVICE DRAWINGS
	SHD	SEE HYDRONIC DRAWINGS
	SMD	SEE MECHANICAL DRAWINGS
	SPD	SEE PLUMBING DRAWINGS
	SRD	SEE REFRIGERATION DRAWINGS
	SSD	SEE STRUCTURAL DRAWINGS
	TYP	TYPICAL
	UIC	UNDERCUT DOOR 5/8"
	UON	UNLESS OTHERWISE NOTED
	VD	VOLUME DAMPER
	VIF	VERIFY IN FIELD
	VTR	VENT THROUGH ROOF

AIR OUTLET SCHEDULE	
CR-1	CEILING RETURN GRILLE MODEL: TITUS 50F DESCRIPTION: EGGGRATE WITH 1/2" x 1/2" ALUMINUM GRID
CD-1	CEILING SUPPLY DIFFUSER MODEL: SHREMAKER 400 DESCRIPTION: 4-WAY CEILING EVAPORATIVE COOLER BOX SUPPLY OUTLET, STEEL CONSTRUCTION, ADJUSTABLE DIRECTIONAL DAMPERS WITH SHUT-OFF, WHITE FINISH

MECHANICAL EQUIPMENT SCHEDULE	
DEF-1	DISHWASHER EXHAUST FAN MODEL: GREENHECK SVD-8-VG AIRFLOW: 400 CFM @ 0.5" WC ESP ELECTRICAL: 208 V, 1 PH, 2.3 FLA, 1/4 HP, ELECTRICAL NOTE: WIRE TO WALL MOUNTED TIMER (INTERMATIC EC210WK) DESCRIPTION: DIRECT DRIVE BACKWARD INCLINED CENTRIFUGAL EXHAUST FAN, GALVANIZED STEEL CONSTRUCTION. OPTIONS/ ACCESSORIES: UB DISCHARGE, VARI-GREEN EC MOTOR WITH MOUNTED POTENTIOMETER DIAL, WEATHERHOOD, NEMA-1 DISCONNECT SWITCH (SHIPPED WITH UNIT) WEIGHT: 75 LBS
KEF-1	KITCHEN HOOD EXHAUST FAN MODEL: GREENHECK USF-312-10-BI-10 AIRFLOW: 1680 CFM @ 1.0" WC ESP ELECTRICAL: 208 V, 1 PH, 8.8 FLA, 1 HP ELECTRICAL NOTE: WIRE THROUGH HOOD CONTROL PANEL DESCRIPTION: BELT DRIVEN CENTRIFUGAL UTILITY SET, GALVANIZED STEEL HOUSING. OPTIONS/ ACCESSORIES: UB DISCHARGE, UL-762 LISTING FOR GREASE EXHAUST, STEEL WHEEL, WEATHERHOOD, PUNCHED INLET & OUTLET FLANGES, DRAIN HOLE, GREASE TRAP, SHAFT SEAL, 0.5" DEFLECTION DIRECT MOUNT RUBBER ISOLATORS, EXTENDED LUBE LINES, NEMA-3R DISCONNECT SWITCH FACTORY MOUNTED & WIRED. WEIGHT: 140 LBS
MUA-1	MAKE-UP AIR EVAPORATIVE COOLER MODEL: CHAMPION COOLER 3000DD AIRFLOW: 1970 CFM @ 0.2" WC ELECTRICAL: MOTOR - 115 VOLTS, 7.2 FLA, 1/3 HP, 1 SPEED; PUMP - 120 VOLTS, 0.7 AMPS ELECTRICAL NOTE: WIRE THROUGH HOOD CONTROL PANEL DESCRIPTION: ROOF MOUNTED DOWN DISCHARGE EVAPORATIVE COOLER, BELT DRIVEN MOTOR, WATER PUMP, FLDAT, CORROSION RESISTANT CONSTRUCTION, ASPEN MEDIA PADS WITH BLEED OFF KIT WEIGHT: 250 LBS OPERATING

MECHANICAL NOTES	
1.	PROVIDE FLEXIBLE PIPE AND DUCT CONNECTORS TO ALL EQUIPMENT WHICH IS SUSPENDED OR MOUNTED ON VIBRATION ISOLATORS.
2.	MAINTAIN A MINIMUM 10'-0" CLEAR BETWEEN HVAC EQUIPMENT AIR INTAKES AND PLUMBING VENTS, VENTS SERVING FUEL BURNING EQUIPMENT OR EXHAUST OUTLETS WITH OBJECTIONABLE ODORS, FUMES OR FLAMMABLE VAPORS; OR 10 FEET ABOVE THE SURFACE OF ANY ABUTTING PUBLIC WAY OR DRIVEWAY, OR WHEN IT IS IN A HORIZONTAL POSITION IN A SIDEWALK, STREET, ALLEY OR DRIVEWAY.
3.	DOWNSHOT DROPS FROM ROOFTOP HVAC UNITS SHALL BE FULL SIZE OF CURB OPENING.
4.	SEE ARCHITECTURAL REFLECTIVE CEILING PLANS FOR EXACT LOCATIONS OF CEILING AIR OUTLETS.
5.	PROVIDE UL FIRE STOPPING, PER UL LISTING, WHERE PIPES OR DUCTS PASS THROUGH FIRE RATED CONSTRUCTION. SEE ARCHITECTURAL DRAWINGS FOR LOCATIONS OF FIRE RATED ASSEMBLIES. AT SHAFT FLOOR PENETRATIONS PROVIDE FIRE STOPPING AT VENTS, PIPES AND DUCTS PASSING THROUGH FLOORS PER CBC CHAPTER 7.
6.	ALL EXPOSED CONTROL WIRING SHALL BE INSTALLED IN EMT CONDUIT UNLESS CONCEALED IN WALLS OR ATTIC SPACES. ALL WIRING IN ATTIC SPACES SHALL BE NEATLY STAPLED OR ATTACHED TO FRAMING AT MINIMUM 10' INTERVALS.
7.	LABEL ALL EQUIPMENT WITH ENGRAVED PLASTIC TAGS 1"x2-1/2" WITH EQUIPMENT TAG NUMBERS.
8.	INSULATION APPLIED TO THE EXTERIOR SURFACES OF DUCTS LOCATED IN THE BUILDING SHALL HAVE A FLAME SPREAD OF NOT MORE THAN 25 AND A SMOKE- DENSITY NOT EXCEEDING 50 WHEN TESTED AS A COMPOSITE INSTALLATION IN ACCORDANCE WITH CMC SECTION 604.1.
9.	INSTALLATION INSTRUCTIONS FOR ALL EQUIPMENT SHALL BE MADE AVAILABLE TO THE BUILDING INSPECTOR AT THE TIME OF INSPECTION.
10.	SEISMIC SUPPORT AND BRACING FOR ALL DUCTS AND PIPING SHALL BE INSTALLED IN ACCORDANCE WITH CBC CHAPTER 16. STANDARDS FOR SUPPORT AND ANCHORAGE METHOD AND MATERIALS PUBLISHED BY SMACNA AND APPROVED BY THE STATE AGENCIES MAY BE USED.
11.	REFER TO SPECIFICATION SECTION 23 00 00 FOR ADDITIONAL REQUIREMENTS.

COMMERCIAL CAL-GREEN REQUIREMENTS

1.	COMPLY WITH PROVISIONS OF THE CALIFORNIA GREEN BUILDING CODE (CGBC). BELOW ARE REQUIREMENTS DIRECTLY RELATED TO MECHANICAL SYSTEMS. SEE ARCHITECTURAL PLANS AND SPECIFICATION FOR FURTHER REQUIREMENTS INCLUDING ANY VOLUNTARY MEASURES. COORDINATE ALL REQUIREMENTS WITH GENERAL CONTRACTOR.
2.	PLUMBING FIXTURES SHALL MEET THE MAXIMUM FLOW RATE VALUES IN CGBC TABLE 5.303.2.3. OR PROVIDE CALCULATIONS THAT DEMONSTRATE A 20% OVERALL WATER USE REDUCTION. NEW FIXTURES IN ADDITIONS OR ALTERATIONS MUST ALSO COMPLY. CGBC SECTION 5.303.2
3.	PLUMBING FIXTURES AND FITTINGS INCLUDING WATER CLOSETS, URINALS, FAUCETS, AND SHOWER HEADS SHALL COMPLY WITH REQUIREMENTS OF CGBC SECTION 5.303.3.
4.	PLUMBING FIXTURES WILL BE INSTALLED THAT REDUCE THE WASTEWATER PRODUCTION OF THE BUILDING BY 20%. CGBC SECTION 5.303.4
5.	ALL PLUMBING FIXTURES AND FITTINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE CALIFORNIA PLUMBING CODE AND SHALL MEET THE APPLICABLE STANDARDS OF CHAPTER 6 OF THE CALIFORNIA GREEN BUILDING STANDARDS. CGBC SECTION 5.303.6
6.	COMPLY WITH ALL PROVISIONS OF SECTION 5.408 - CONSTRUCTION WASTE REDUCTION DISPOSAL AND RECYCLING. SEE ARCHITECTURAL PLANS AND SPECIFICATION FOR REQUIREMENTS. COORDINATE ALL REQUIREMENTS WITH GENERAL CONTRACTOR.
7.	BUILDINGS OVER 10,000 SQUARE FEET REQUIRE COMMISSIONING. SEE COMMISSIONING DOCUMENTS FOR REQUIREMENTS. COMPLY WITH ALL REQUIREMENTS OF SECTION 5.410.2 AND APPLICABLE SECTIONS OF THE CALIFORNIA ENERGY CODE.
8.	PROVIDE TESTING AND ADJUSTING FOR SYSTEMS IN ADDITIONS, ALTERATIONS AND BUILDINGS UNDER 10,000 SQUARE FEET. SECTION 5.410.4
9.	BALANCE ALL AIR AND WATER SYSTEMS IN ACCORDANCE WITH THE MECHANICAL SPECIFICATIONS AND CGBC SECTION 5.410.4.3.1.
10.	PROVIDE OPERATION AND MAINTENANCE MANUALS PER MECHANICAL SPECIFICATIONS AND CGBC SECTION 5.410.4.5.
11.	TEMPORARY OPERATION OF THE PERMANENT HVAC SYSTEM FOR CONDITIONING OR VENTILATION OF THE SPACE SHALL BE IN ACCORDANCE WITH CGBC SECTION 5.504.1.3.
12.	ALL DUCTWORK, EQUIPMENT AND RELATED MECHANICAL COMPONENTS SHALL BE COVERED WITH PLASTIC AND TAPE, OR SHEET METAL DURING STORAGE AT THE CONSTRUCTION SITE, DURING ROUGH INSTALLATION, AND UP UNTIL STARTUP TO PREVENT DEBRIS OR DUST FROM ENTERING DUCTWORK. CGBC SECTION 5.504.3
13.	ALL FINISH MATERIALS INCLUDING ADHESIVES, SEALANTS, CAULKS, PAINTS, AND COATINGS SHALL COMPLY WITH CGBC SECTION 5.504.4.
14.	OUTSIDE AIR TO BE PROVIDED IN ACCORDANCE WITH THE CALIFORNIA ENERGY CODE, LOCAL CODES, AND DIVISION 1, CHAPTER 4 OF CCR, TITLE 8. SEE ENERGY REPORTS, VENTILATION NOTES AND SCHEDULE. CGBC SECTION 5.506.1
15.	PROVIDE MINIMUM LEVEL MERV-8 EFFICIENCY FILTERS FOR RETURN AND OUTSIDE AIR. CGBC SECTION 504.5.3
16.	FOR BUILDINGS OR ADDITIONS WITH DEMAND CONTROL VENTILATION CARBON DIOXIDE MONITORS SHALL BE IN ACCORDANCE WITH THE CALIFORNIA ENERGY CODE. CGBC SECTION 5.506.2
17.	HVAC AND FIRE SUPPRESSION SYSTEMS SHALL NOT USE CHLOROFLUOROCARBONS (CFC) OR HALON REFRIGERANTS. CGBC SECTION 5.508.1
18.	HVAC SYSTEM INSTALLERS SHALL BE TRAINED AND CERTIFIED IN THE PROPER INSTALLTION OF HVAC SYSTEMS. CGBC SECTION 702.1
19.	WHEN REQUIRED BY THE ENFORCING AGENCY THE OWNER OR OWNERS AGENT SHALL EMPLOYEE SPECIAL INSPECTORS TO PROVIDE INSPECTION OR OTHER DUTIES TO SUBSTANTIATE COMPLIANCE WITH THE CGBC. CGBC SECTION 702.2

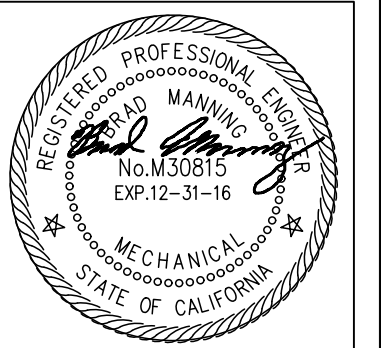
MECHANICAL SHEET INDEX

M-001	MECHANICAL SCHEDULES, DETAILS & NOTES
M-002	MECHANICAL SPECIFICATIONS
M-003	MECHANICAL DETAILS
M-110	MECHANICAL FLOOR PLAN - DEMOLITION & NEW WORK
M-120	MECHANICAL ROOF PLAN - DEMOLITION & NEW WORK

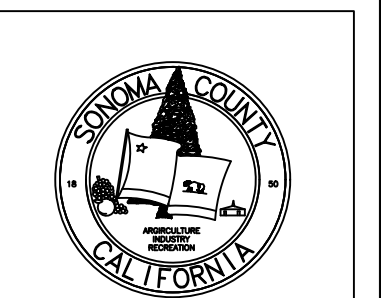


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SONOMA VETERANS' MEMORIAL BUILDING
Kitchen Alterations
126 First Street West, Sonoma, California

MECHANICAL SCHEDULES, DETAILS AND NOTES

Job No: TEP2587
Drawn By: RGJ/JY
Checked By: BM
Cod File:
Date: 06/30/16

Revisions

Sheet Number
M-001
of

HVAC SPECIFICATIONS - DIVISION 23 00 00

1. GENERAL

1.1 DESCRIPTION

- A. The work in this section includes, but is not limited to, providing all HVAC work as shown and noted on the mechanical/HVAC drawings and specifications, including the following items:
1. HVAC units and appurtenances
 2. Ducts and appurtenances
 3. Vibration isolation
 4. Insulation for ducts and piping
 5. Controls & control wiring
- B. Work of other sections includes the following:
1. Line voltage wiring and disconnect switches. The Electrical Contractor will provide all line voltage wiring & conduit, disconnect switches & magnetic starters (except those furnished under this Section as a part of packaged HVAC equipment).
 2. Condensate drainage piping from HVAC equipment.

1.2 CODES AND STANDARDS

- A. All work and materials shall be in full accordance with the latest adopted edition of the following documents:
1. 2013 California Building Code (CBC)
 2. 2013 California Plumbing Code (CPC)
 3. 2013 California Mechanical Code (CMC)
 4. 2013 California Electrical Code (CEC)
 5. 2013 California Fire Code (CFC)
 6. 2013 California Energy Code (Title 24)
 7. 2013 California Green Building Code (CalGreen)
 8. 2011 National Electric Code (NEC)
 9. 2010 Americans with Disabilities Act (ADA)
 10. Sheetmetal Contractors and Air Conditioning Contractors' National Association (SMACNA), HVAC Duct Construction Standards and Seismic Restraint Manual.
 11. National Fire Protection Association (NFPA)
 12. Local codes and ordinances
- B. Where, in any specific case, different sections of the codes specify different materials, methods of construction or other requirements, the most restrictive shall govern.

1.3 PERMITS

- A. The Contractor shall obtain all permits, licenses and fees that are required to perform the work. Provide the Architect with the original certificates, permits, licenses and receipts for fees.

1.4 SUBMITTALS

- A. Submit for approval in digital format (PDF) complete submittals prior to commencing work and prior to ordering any piece of equipment in a single submittal package. Piecemeal submittals may be rejected. Clearly mark all pages with the appropriate equipment mark number and indicate all accessories and optional features and accessories. Items, other than those specified, will not be allowed unless they are approved in writing via the submittal process. Include cut sheets and drawings for the following items in the submittal:
1. All HVAC components that are a part of the mechanical contract documents.
 2. Drawings for installation details that differ from the details in the contract documents.
 3. Control drawings for all control work that is specified in the mechanical contract documents.
- B. All details shown on the drawings are schematic in nature; the Contractor is responsible for determining actual installation requirements. Contractor shall include in his bid all materials and appurtenances for a complete and operable installation. Provide shop drawings for the proposed installation when coordination with other trades is required. The Contractor is responsible for all materials, equipment and appurtenances not reviewed and approved by the Engineer.
- C. Upon completion of work, provide one set of reproducible as-built drawings and two operation and maintenance manuals. The operation and maintenance manuals shall be in a binder and contain manufacturers' data, manufacturers' warranties and maintenance instructions for the equipment, fixtures and appurtenances installed. The Contractor is responsible for all materials, equipment and appurtenances not reviewed and approved by the Engineer.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Installer shall be trained and certified in the proper installation of HVAC systems by a nationally or regionally recognized training or certification program. Uncertified persons may perform HVAC installation where under the direct supervision and responsibility of a person trained and certified to install HVAC systems.

1.6 SUBSTITUTIONS OF MATERIALS AND EQUIPMENT

- A. The named materials and equipment are considered the basis for design; however equal materials and equipment may be submitted to the Architect and Engineer for review. The decision of the Owner and Engineer shall be final and shall govern as to what materials and equipment may be substituted, but the burden of proof as to the quality, performance and space requirements of any proposed substitution shall rest with the Contractor.

1.7 WARRANTY

- A. The Contractor shall provide a one-year warranty for the work of this Section. During this period the Contractor shall provide all labor and materials necessary to repair or replace defective systems. The warranty period shall begin at the date of final acceptance, per section 3 below.
- B. Additional Warranty conditions: Where applicable, provide additional warranty time period and/or conditions in accordance with the General Conditions Section of the project specifications manual.

1.8 GENERAL

- A. All systems within these specifications shall only be installed by personal trained and certified in accordance with the manufacturer's installation instructions.
- B. The locations, sizes, capacities and types of all piping, equipment and appurtenances shown on the plans as existing are approximate and may not have been independently verified. The Contractor shall determine the exact locations, sizes, capacities and types of existing piping, equipment and appurtenances. If necessary use electronic pipe locating devices to locate existing piping below grade. The Contractor shall include in his bid allowances for minor modifications to pipe routing necessitated by actual field conditions.
- C. The Contractor shall verify all building dimensions with architectural plans and all site dimensions with civil plans prior to submitting a bid.
- D. The submission of a bid or proposal will be construed as evidence that the Contractor has familiarized himself with the plan and building site. Claims made subsequent to the proposal for materials and/or labor due to difficulties encountered will not be recognized unless these difficulties could not have been foreseen, even though proper examination had been made.
- E. Provide Turnkey operation of all (mechanical) (plumbing) systems described in the plans and specifications. Provide all materials and labor required for complete operational systems, unless specifically noted as provided by others on the plans and specifications, or specifically excluded in the bid. Provide all cleaning, test, balance & commissioning of systems to guarantee proper operation at project completion. Inform the Owner and General Contractor of the timing of all work to be done and the requirements of other trades so the work can be completed in a timely fashion. With the bid, provide a list of all equipment and material that have lead times exceeding 4 weeks. Clearly indicate expected lead times for such equipment and material.

2. PRODUCTS

2.1 DUCTWORK

- A. Fabricated rectangular ducts: Galvanized Sheet Metal Duct. Per CMC requirements and SMACNA HVAC Duct Construction Standards. Indoor duct gauges to be minimum 4" wg (negative) pressure classification and minimum 24 gauge. Diagonally cross break all ducts.
- B. Exposed Round Duct (interior and exterior) and fittings: Galvanized sheet metal spiral duct, minimum 24 gauge, United McGill Uni-Seal, MINA Metals or approved equal. Exhaust ducts 6" diameter and smaller may be 26 gauge spiral. All fittings to be "Low Loss" type with welded (or spiral lock) and sealed seams (no standing seams. No die-stamped, nor plated fittings are allowed exposed). All duct and fittings to be paintable galvanized finish with no dents or heavy scratches.
- C. Concealed Round Duct (non-grease exhaust): Galvanized sheet metal spiral duct, minimum 24 gauge, United McGill Uni-Seal, MINA Metals or approved equal. Exhaust ducts 6" diameter and smaller may be 26 gauge snap-look pipe or spiral pipe. Wye branches, laterals and tees to be conical, tapered body or low loss type.
- D. Grease exhaust duct at type 1 hoods: Grease duct and fittings where concealed, provide black iron carbon steel not less than 16 gauge. Where exposed, provide 18 gauge stainless steel type 316 with number 4 finish. All joints and seals shall be welded and constructed in accordance with NFPA 96. Horizontal ducts shall slope towards hood minimum 1/4 inch per foot. Access doors shall be provided at every change in direction and be of same materials and thickness as the duct. Access panels shall have gasket or sealant that is rated for 1500 F and shall be grease tight per NFPA 96. Access doors shall be marked with 2" high stenciled lettering "ACCESS PANEL - DO NOT OBSTRUCT". Fire rated duct enclosures shall have minimum 3" and maximum 12" clearance to combustibles and vented to the outdoors.
- F. Exhaust duct at dishwasher hoods: Duct and fittings, provide 24 gauge type 316 stainless steel with number 4 finish for ducts up to 24" wide. All joints to be sealed water tight with silicone sealer.

2.2 DUCT INSULATION AND LINER

- A. Duct wrap, unconditioned spaces (communicating with outdoors): Owens Corning SoftR, fiberglass with FRK Foil-facing, 3" thick, type 75, R-8, or approved equal by Certainteed or Knauf.
- B. Duct wrap: Owens Corning SoftR, fiberglass with FRK Foil-facing, 1-1/2" thick, type 75, (R-4.2 installed), or approved equal by Certainteed or Knauf.
- C. Duct liner, exterior ducts and unconditioned spaces: Owens Corning QuietR type R-8, 2" thick or approved equal by Certainteed or Knauf.
- D. Duct liner, ducts in conditioned spaces, where indicated on the Drawings: Owens Corning QuietR type R-4.2, 1" thick or approved equal by Certainteed or Knauf.
- E. All air register cans: Owens Corning type 75, 1/2" thick, or approved equal by Certainteed or Knauf.
- F. All insulation shall have a flame spread rating of not more than 25 and a smoke-developed rating of not more than 50.

2.3 DUCT SPECIALTIES

- A. Duct joint sealer: HARDCAST DUCT SEAL 321 or equal by UNITED MCGILL, indoor and outdoor duct sealer, gray smooth finish, water based low VOCs. Up to 10" WIG duct pressure rated. Install 20 mil thickness minimum. Where duct sealer is installed outdoors and installed during wet conditions, use HARDCAST METAL BOND.

2.4 ADHESIVES, SEALANTS, CAULKS, PAINTS, AND COATING

- A. All products shall comply with the VOC limits requirements in CalGreen Code section 5.504. If a non conforming product is found in these bid documents, notify the Architect immediately for an alternate product.

2.5 CONTROLS

- A. Provide complete automatic controls for all heating, ventilating and air conditioning systems, including room thermostats, control valves and all necessary control wiring, transformers, and panels. Refer to the "Controls Notes" on the plans for control sequences and specifications.
- B. Install all low voltage wiring, which is not concealed in any walls or attics, shall be installed in conduit (EMT).
- C. Install all Thermostats, switches and controls at elevations shown on architectural drawings. Where not shown on architectural drawings, install devices such that all controls are within 48" of the finished floor. Where possible match centerline of lighting controls in the same room.

2.6 DUCT SPECIALTIES

- A. Duct access doors: Elmdor DT series, minimum 24 gauge, double wall construction with insulated and gasketed between panels.
- B. Duct joint sealant: United McGill Uni-Flex duct sealer, UL 181B-M Listed. Apply per manufacturer's instructions.
- C. Duct flex connectors: 24 gauge galvanized iron with grip loc seams meeting NFPA 701, 90A & 90B. Indoors, Duro Dyna Excision #10210 MBX, color white or approved equal. Outdoors, Duro Dyna Duron #10159 (or #10210 at TDC connectors), color black or approved equal.
- D. Duct tape: Polyken 558CA air duct closure system, 14 mils thick. CEC approved.
- F. Register cans shall be type with sealing flange with gasketing.

2.7 ACCESS PLATES AND DOORS

- A. Access doors at tile or wood surfaces: Elmdor #DW-SS, 16 gauge, type 304 brushed stainless steel construction, or approved equal. Minimum size 10"x10".
- B. Access doors at dry wall surfaces: Elmdor #DWB 16 gauge galvanized steel construction with prime finish, or approved equal. Minimum size 10"x10".
- C. Access doors at fire rated ceiling, Elmdor FRC series or approved equal.
- D. Access doors at fire rated walls, Elmdor FR series or approved equal.

2.8 EQUIPMENT NAMEPLATES

- A. EQUIPMENT NAMEPLATES: Provide SETON custom engraved acrylic (plastic). Black with white border and lettering, 3" wide by 1" high with minimum 1/4" lettering, attached with two small screws. Provide a label at each piece of major equipment for equipment identification.

2.10 OTHER MATERIALS

- A. Other materials not specified, but required for a complete installation, shall be as selected by the Contractor subject to acceptance by the Engineer.

3. EXECUTION

3.1 General

- A. Verify that the work of this Section may be completed in accordance with all pertinent codes and regulations, the Construction Documents, approved Submittals, and the manufacturers' recommendations. In the event of discrepancy, immediately notify the Engineer. Do not proceed in areas of discrepancy until all discrepancies have been resolved.
- B. Install all equipment, valves, controls and appurtenances in accordance with manufacturers' instructions. Install all ductwork Per CMC requirements and SMACNA standards.
- C. Provide access to all components requiring adjustment. Provide access panels where these components are concealed behind non-accessible construction. Label access panels with description of service.
- D. Install ductwork upstream and downstream of fans with as few offsets and elbows as possible. If conditions allow, provide a minimum of 3 fan diameters of straight duct upstream of fan intakes. Do not provide less straight duct upstream and downstream of fans than indicated on the plans without authorization from the Engineer.
- E. Cover all duct openings and protect mechanical equipment during construction at time of rough installation and during storage on construction site until final startup all duct and other related air distribution components openings shall be covered with tape, plastic, sheetmetal or other methods acceptable to the enforcing agency to reduce the amount of dust, water and debris which may enter the system. And in accordance with the CalGreen section 5.504.3.
- F. Provide approved flexible connections between fans and ducts.
- G. Duct sizes shown on the Drawings are clear airflow dimensions, inside the insulation.
- H. Provide double-thickness turning vanes at all duct elbows 10' or wider unless noted otherwise on plans.
- I. Seal duct seams and joints with approved joint sealant. Seal ducts exposed to weather water tight. Slope top of exterior ducts to shed rain.
- J. Install ducts in the locations shown on the plans. If interference with pipes, structure etc. requires a change in duct shape or size, obtain approval from the Engineer before installing duct.
- K. Install flexible ducts in a fully extended condition free of kinks and maximum sag of 1/2" per foot. Support on 48" centers with 1-1/2" wide galvanized iron strap minimum 24 gauge. All elbows shall be made with a minimum radius of 1.5 times the duct diameter.
- L. Where access doors are required in ductwork, for access to internal components, provide doors with an air tight seal. Label access panels with description of service.
- M. Provide spin-in fittings at round duct branches from rectangular ducts.
- N. Do not cut into or reduce the size of any load-carrying member without the prior approval of the Architect.
- O. All registers with sheet metal cans shall be internally lined with duct liner.
- P. Isolate all dissimilar metals with dielectric unions, except that brass or bronze valves do not need to be isolated from steel pipe.
- Q. Provide UL listed fire stopping, installed per manufacturer's recommendations, where pipes pass through fire rated construction.
- R. Install duct lining with 100% adhesive coverage and mechanical fasteners per SMACNA standards. Coat all exposed edges of lining to prevent erosion of fiberglass.
- S. Install all equipment level.
- T. Do not operate fan coils, air handlers, air conditioning units, etc. without filters.

3.2 TESTING OF HVAC

- A. The Contractor shall test all HVAC equipment shown on the Mechanical drawings. Testing and documentation shall be in accordance with manufacturer's installation instructions and California Energy Code.
- B. The Contractor shall coordinate and schedule with the General Contractor, (or owner where applicable), controls contractor, other subcontractors and the owner as necessary to complete all testing in a timely manner.
- C. The Contractor shall submit all completed and signed testing documents in one package (in PDF format) to the Mechanical Engineer of Record for review and approval. Any comments and/or corrections shall be addressed promptly, related, and an updated report resubmitted for approval prior to completion. Provide an additional copy to the building department official where requested.

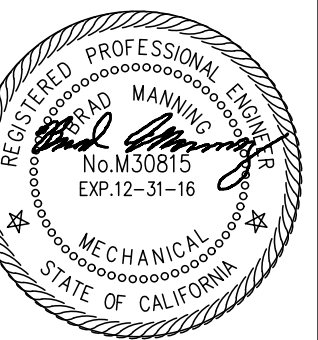
3.3 REQUIREMENTS FOR ACCEPTANCE

- A. Make arrangements with the Engineer and the Building Inspector to observe the Work prior to covering or enclosing the work.
- B. Clean all mechanical systems to remove all contaminants. At the completion of work, provide new, clean air filters in all filter banks.
- C. Test and balance all air moving systems and hydronic piping systems in accordance with AABC National Standards for Field Measurements and Instrumentation. Testing shall be done by an AABC licensed TAB Contractor or independent certified NEBB Contractor. Provide test reports for approval.
- D. Test all control functions and verify that all control features operate as specified. Provide written verification of these tests along with the Test and Balance report.
- E. "AS-BUILT" red lined drawings shall be kept on site and updated daily. These updates shall include, but not limited to, any changes to pipe or duct routing.
- F. Prior to job completion, submit to the Engineer redlined As-Built drawings in PDF format (color, 200 to 300 DPI resolution).
- G. Provide operation and maintenance manuals on all equipment include equipment warranties certificates.
- H. Instruct the Owner on how to operate and maintain all systems that are a part of this Section.



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SONOMA VETERANS'
MEMORIAL BUILDING
Kitchen Alterations
126 First Street West, Sonoma, California

MECHANICAL
SPECIFICATIONS

Job No: TEP2587
Drawn By: RGJ/JY
Checked By: BM
Cad File:
Date: 06/30/16

Revisions

Sheet Number

M-002

of

3M™ Fire Barrier Duct Wrap 615+ Product Data Sheet and Installation Guide

1. Product Description

3M™ Fire Barrier Duct Wrap 615+ is a flexible fire-resistant wrap consisting of an inorganic fiber blanket encapsulated with a scrim-reinforced foil. The product is 1/16" thick, 6 pcf density. It is used to fire rate commercial kitchen grease ducts as well as ventilation ducts. 3M™ Fire Barrier Duct Wrap 615+ is a proven alternative to 1- or 2-hour fire-resistant rated shaft enclosures for grease ducts (ICC-ES ESR-1255). With its excellent insulating capabilities, low weight and thin profile, it is an ideal choice for a duct enclosure system. This non-asbestos* wrap installs easily due to its high flexibility and strength.

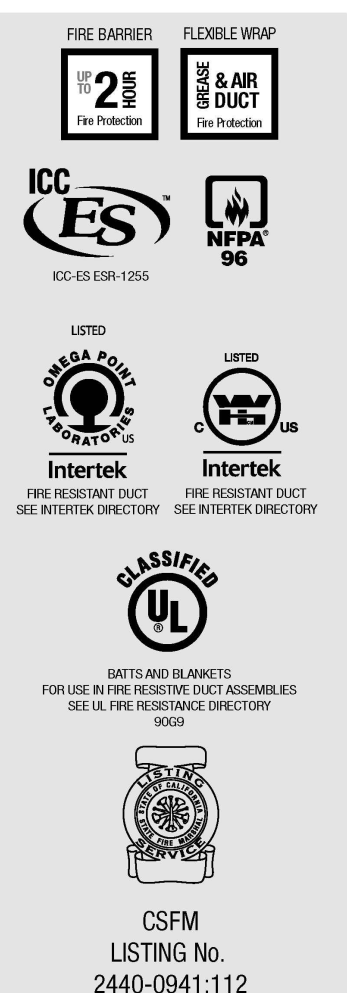
*In accordance with the tolerances in ASTM C 892 Standard Specification for High-Temperature Fiber Blanket Thermal Insulation. These fibers are not radioactive and are therefore non-carcinogenic per Article 1 of EU Directive 67/548/EEC (Guideline 91/676/EEC).



Flexible and lightweight with a thin profile for easier application and reduced space requirements

Product Features

- Two-layer wrap for grease ducts rated as a shaft alternative per ASTM E 2336
- Zero clearance to combustible throughout the entire enclosure system
- Buted inner layer in 2-layer grease duct applications
- One-layer wrap for fire-resistant ventilation ducts per ISO 6944
- High flexibility for installation ease
- Foil encapsulated for blanket protection, less dust, and high wrap strength
- Wide range of penetration seal systems
- Available in:
 - 24" x 25' ft. (699.6mm x 7.62m) rolls
 - 48" x 25' ft. (1219.2mm x 7.62m) rolls
- Blanket adhered to foil scrim helps prevent wrap from slumping



2. Applications

3M™ Fire Barrier Duct Wrap 615+ is an ideal fire resistive enclosure for commercial kitchen grease ducts and ventilation air ducts. It is a proven alternative to 1- or 2-hour fire-resistant rated shaft enclosures for grease ducts and provides zero clearance to combustible construction throughout the entire enclosure system (per ICC-ES ESR-1255). 3M™ Fire Barrier Water Tight Sealant 1000 NS, 3M™ Fire Barrier Water Tight Sealant 1003 SL, or 3M™ Fire Barrier Silicone Sealant 2000+ is used in combination with 3M™ Fire Barrier Duct Wrap 615+ to develop the duct when the duct penetrates fire-rated floor or wall assemblies. 3M™ Fire Barrier Duct Wrap 615+ also provides a firestop solution where a T-rating is required for penetrations located outside wall cavities or outside fire-resistance rated shaft enclosures.

Two-layer grease duct applications: 3M™ Fire Barrier Duct Wrap 615+ meets the criteria of ASTM E 2336 Standard Test Method for Fire Resistive Grease Duct Enclosure Systems.
Single-layer ventilation duct applications: 3M™ Fire Barrier Duct Wrap 615+ has passed ISO 6944-1985 Fire Resistance Tests. 3M™ Fire Barrier Duct Wrap 615+ is used in conjunction with 3M Fire Barrier sealants to achieve up to 2-hour equal F & T-ratings in ASTM E 814 (UL 1479) tested through-penetrations.

3. Specifications

Installation shall be in strict accordance with manufacturer's written instructions, as shown on the approved shop drawings. 3M™ Fire Barrier Duct Wrap 615+ shall be a high-temperature fibrous thermal insulation blanket encapsulated in a fiberglass-reinforced aluminum polyester foil. Duct Wrap density shall be nominal (pcf) 6 kg/m³ and have a nominal 1/16" (38.1mm) thickness. The fiber blanket shall have a continuous use limit of 1000°C (1832°F). The blanket thermal resistance (R-value) at ambient temperature shall be minimum 0.3 $\frac{m^2 \cdot K}{W}$.

Smoke Developed Index and Flame Spread Index of the bare blanket, and of the foil encapsulated blanket shall be 0/0. The foil encapsulation shall be bonded to the core blanket material.

For technical support relating to 3M™ Fire Protection Products and Systems, call 1-800-328-1687. For more information on 3M™ Fire Protection Products, visit www.3m.com/firestop.

4. Performance & Typical Physical Properties

Scrim Color:	Aluminum with Black Text	Thermal Conductivity:	
Blanket Color:	White	Temp.	$\frac{m^2 \cdot K}{W}$
Blanket Weight:	0.9 lbs/ft ² (4.18 kg/m ²)	500°F (260°C)	0.60
Surface Burning:	Foil Encapsulated Blanket (ASTM E 84)	1000°F (537°C)	1.15
	Flame Spread 0, Smoke Development 0	1500°F (815°C)	1.93
Single layer R-Value of 3M™ Fire Barrier Duct Wrap 615+ at 77°F (25°C):	6.38 $\frac{m^2 \cdot K}{W}$	1800°F (982°C)	2.51
		2000°F (1093°C)	2.94
Single layer R (SI) Value of 3M™ Fire Barrier Duct Wrap 615+ at 77°F (25°C):	0.89 $\frac{m^2 \cdot K}{W}$	Linear Shrinkage (24 hrs at 2012°F (1000°C):	1.2%
		Noise Reduction Coefficient (ASTM C 423):	0.80

5. Design Listings

Fire Resistive Rating	Enclosure System	Third-Party Testing Services Design Listing	Description
1- and 2-hour	2 layers of 3M™ Fire Barrier Duct Wrap 615+	ICC-ES ESR-1255 Intertek 3MULFRD 120-18 Intertek 3MULFRD 120-19	Rectangular/Rectangular/Round

Fire Resistive Rating	Enclosure System	Third-Party Testing Services Design Listing	Description
1- and 2-hour	1 layer of 3M™ Fire Barrier Duct Wrap 615+	Intertek 3MULFRD 60-01 Intertek 3MULFRD 120-01 Underwriters Laboratories HNLJ V-27 Underwriters Laboratories HNLJ V-31	Rectangular/Round (1 hour) Rectangular/Round (2 hour) 2- & 3-sided Rectangular (2 hour)

This document only contains a partial list of Design Listings. For the latest information go to www.3m.com/firestop or speak to your authorized 3M distributor or sales representative at (800) 328-1687.

6. Codes & Test Standards

3M™ Fire Barrier Duct Wrap 615+ has been tested in accordance with the following:
 ASTM E 2336 Standard Test Method for Fire Resistive Grease Duct Enclosure Systems
 ICC-ES AC101 Acceptance Criteria for Grease Duct Enclosure Assemblies
 ASTM E 119 Standard Test Method for Fire Tests of Building Construction
 ASTM E 814 Standard Test Method for Fire Tests of Penetration Firestop Systems
 ASTM E 136 Standard Test Method for Behavior of Material in a Vertical Tube Furnace at 750°C (1382°F)
 ASTM C 518 Standard Test Method for Steady-State Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus
 ASTM E 84 Standard Test Method for Surface Burning Characteristics of Building Materials
 Fire Resistance Tests - Ventilation Ducts
 3M™ Fire Barrier Duct Wrap 615+, when installed per ASTM E 2336 tested Grease Duct Design Listings, addresses the following code requirements:
 New York City OTCR Buildings Bulletin 2010-021
 NFPA 96 2008/2011
 International Mechanical Code® 2003/2006/2009/2012
 Uniform Mechanical Code 2003/2006/2009/2012
 3M™ Fire Barrier Duct Wrap 615+, when installed per ISO 6944 tested Ventilation Duct Design Listings, can help to satisfy the following code requirements:
 New York City OTCR Buildings Bulletin 2012-011
 NFPA 92A Standard for Smoke-Control System Utilizing Barriers and Pressure Differences, 2009 Edition - Section 6.2
 NFPA 92B Standard for Smoke Management Systems in Malls, Atriums, and Large Spaces, 2009 Edition - Section 7.5.2
 International Mechanical Code® 2006/2009/2012 - Section 513.10.2
 3M™ Fire Barrier Duct Wrap 615+ rolls are packaged in corrugated cardboard boxes. Product is stable under normal storage conditions. Normal stock and stock rotation practices are recommended. 3M™ Fire Barrier Duct Wrap 615+ shelf-life is indefinite when stored in original unopened packaging in a dry warehouse environment. Pallets should not be stacked. 3M™ Fire Barrier Water Tight Sealant 1000 NS or 1003 SL, or 3M™ Fire Barrier Silicone Sealant 2000+ must also be stored in a dry warehouse environment.

7. Packaging, Storage, Shelf Life

3M™ Fire Barrier Duct Wrap 615+ rolls are packaged in corrugated cardboard boxes. Product is stable under normal storage conditions. Normal stock and stock rotation practices are recommended. 3M™ Fire Barrier Duct Wrap 615+ shelf-life is indefinite when stored in original unopened packaging in a dry warehouse environment. Pallets should not be stacked. 3M™ Fire Barrier Water Tight Sealant 1000 NS or 1003 SL, or 3M™ Fire Barrier Silicone Sealant 2000+ must also be stored in a dry warehouse environment.

8. Grease Duct Installation Techniques

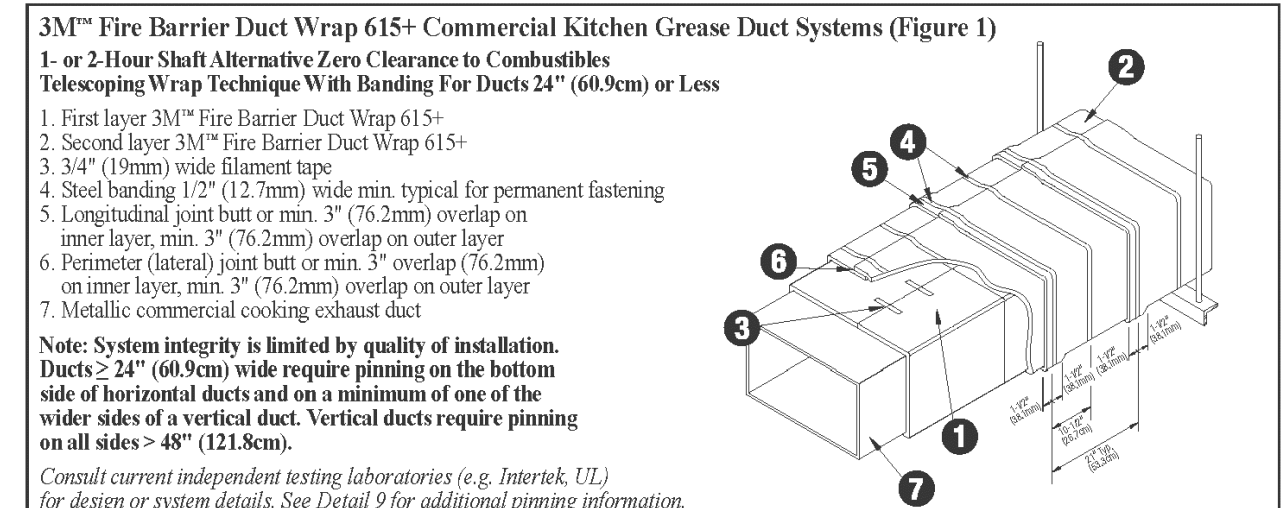
3M™ Fire Barrier Duct Wrap 615+ should be installed per the application design listing in accordance with the following basic installation instructions.

- Material and Equipment**
- 24" or 48" wide by 1-1/2" (38.1mm) thick by 25 ft. (76.2m) standard length 3M™ Fire Barrier Duct Wrap 615+ blanket (60.96cm or 121.92cm by 38.1mm by 76.2m)
 - 3M™ FSK, Fraying Tape 3520 (aluminum foil, fibreglass scrim, kraft paper backing with acrylic adhesive or equivalent)
 - Minimum 3/4" (19mm) wide filament tape (Scott's Filament Tape 898 recommended)
 - Stainless steel or carbon steel banding material, minimum 1/2" (12.7mm) wide and minimum 0.015" (0.38mm) thick with banding clips of the same material
 - Hand banding tensioner, crimping tool and banding cutter
 - Minimum 12 gauge copper-coated steel insulation pins used with minimum 2-1/2" (63.5mm) square galvanized steel or stainless steel clips or 1-1/2" (38.1mm) dia. round or equivalent sized insulated cup-head pins
 - Capacitor discharge stud gun
 - Access door hardware: four galvanized steel threaded rods, 1/4" diameter by minimum 6" long (6.35mm by 152.4mm) with 1/4" (6.35mm) wing nuts and 1/4" (6.35mm) washers
 - 4" (102mm) long steel hollow tubing to fit threaded rods
 - Minimum 4 pcf (64kg/m³) density mineral wool or scrap pieces of 3M™ Fire Barrier Duct Wrap 615+ or 3M™ Fire Barrier Water Tight Sealant (1000 NS or 1003 SL) or 3M™ Fire Barrier Silicone Sealant 2000+.
- *Note: 48" (121.92cm) wide blanket helps to maximize coverage since the 3" (76.2mm) longitudinal overlaps occur less frequently. In accordance with the tolerances in ASTM C 892 Standard Specification for High-Temperature Fiber Blanket Thermal Insulation.

Preparatory Work
 3M™ Fire Barrier Duct Wrap 615+ is installed with common insulation tools, such as knives, banders and capacitor discharge guns for applying insulation pins. In order to install the duct firestop system, the surfaces of all the openings and penetrating items need to be clean, dry, frost free and free of dust.

2-Layer Grease Duct Method (ASTM E 2336)
 Note: This general instruction for applying 3M™ Fire Barrier Duct Wrap 615+ details a two-layer wrap installation of 3M™ Fire Barrier Duct Wrap 615+ blanket applied directly to a grease duct. To minimize waste, the 3M™ Fire Barrier Duct Wrap 615+ material should be rolled out neatly before measuring. The first layer of 3M™ Fire Barrier Duct Wrap 615+ blanket is wrapped around the perimeter of the duct and is cut to a length to either butt to itself or overlap (self) not less than 3" (76.2mm). The interface between adjacent blankets forms the "longitudinal" joint. Inner layer longitudinal joints can be tightly butted joints or they should overlap onto adjacent blankets with a min. 3" (76.2mm) overlap. Aluminum foil or FSK tape is used to seal all cut edges of the blanket and any tears in the foil scrim. This first layer is temporarily held in place using filament tape. The first layer does not require steel banding.

The second layer of 3M™ Fire Barrier Duct Wrap 615+ is wrapped around the perimeter of the previously installed first layer of 3M™ Fire Barrier Duct Wrap 615+. The outer layer perimeter (lateral) joints should be offset a minimum 3" (76.2mm) from the inner layer perimeter joints. The perimeter joints should be a minimum 3" (76.2mm) overlap. Offset the outer layer longitudinal joints a minimum 10.5" (267mm) from the inner layer longitudinal joints. The outer layer longitudinal joints should be a minimum 3" (76.2mm) overlap. The one exception to this rule is the "Butt Joint with Collar Method" where it is permissible for the longitudinal joints to be tightly butted and then covered with a minimum 6" wide collar centered over it. These are available pre-made (3M™ Fire Barrier Duct Wrap 615+ Collar). The second layer of wrap can be temporarily held in place using filament tape. The second layer of wrap requires permanent fastening with stainless (or carbon) steel banding, or with rows of weld pins (impaling or cap-head style).

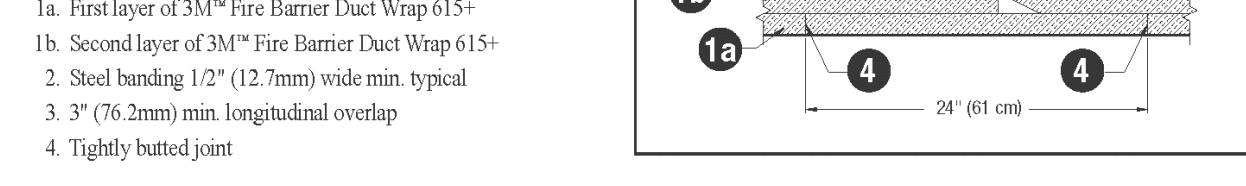


Note: System integrity is limited by quality of installation. Ducts 24" (60.96cm) wide require pinning on the bottom side of horizontal ducts and on a minimum of one of the wider sides of a vertical duct. Vertical ducts require pinning on all sides > 48" (121.92cm). Consult current independent testing laboratories (e.g. Intertek, UL) for design or system details. See Detail 9 for additional pinning information.

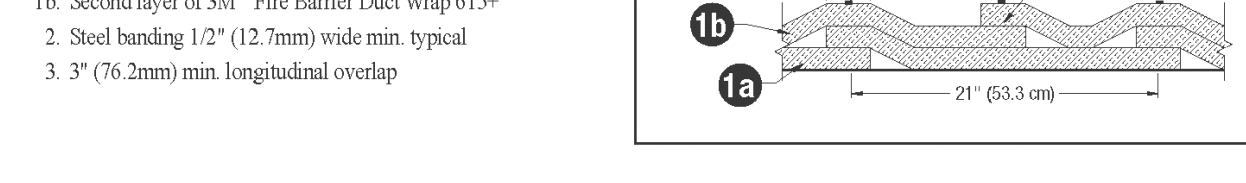
8. Grease Duct Installation Techniques

Four approved grease duct installation techniques: 3M™ Fire Barrier Duct Wrap 615+

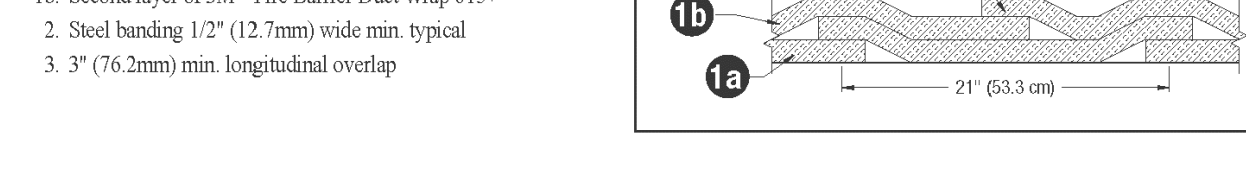
2A. Butt Joint Inner Layer with Telescoping Outer Layer
 With the Butt-Joint Inner Layer and Telescoping Outer Layer technique, the inner layer of blankets at the adjacent pieces of blanket. The outer layer blankets each overlap one adjacent blanket, and then the exposed edges are covered by the next blanket as shown in Figure 2A.



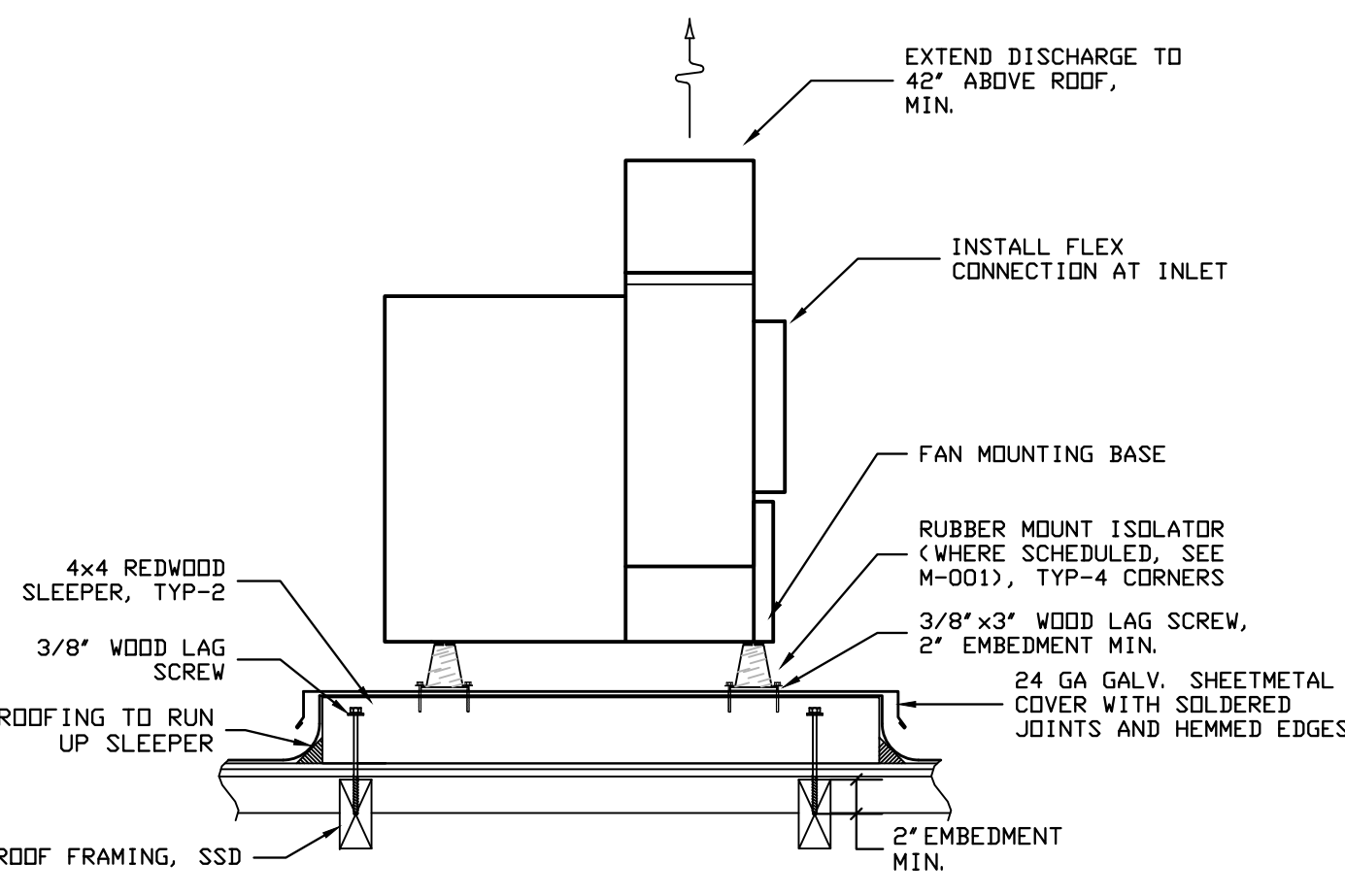
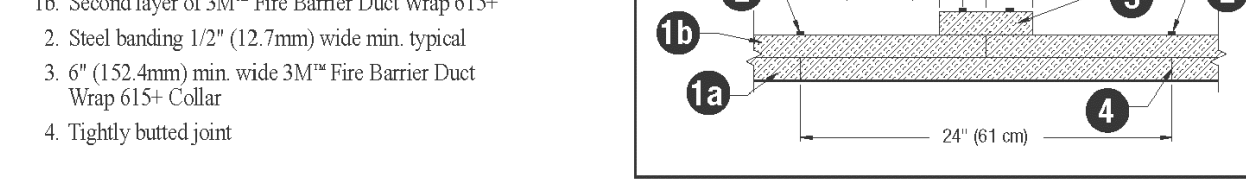
2B. Telescoping 3" (76.2mm) Overlap Wrap
 With the Telescoping Overlap Wrap method, each blanket overlaps one adjacent blanket, and each blanket has one edge exposed and one edge covered by the next blanket as shown in Figure 2B.



2C. Checkerboard 3" (76.2mm) Overlap Wrap
 With the 3" (76.2mm) Checkerboard Overlap Wrap method, blankets with both edges exposed alternate with blankets with covered edges, as shown in Figure 2C.

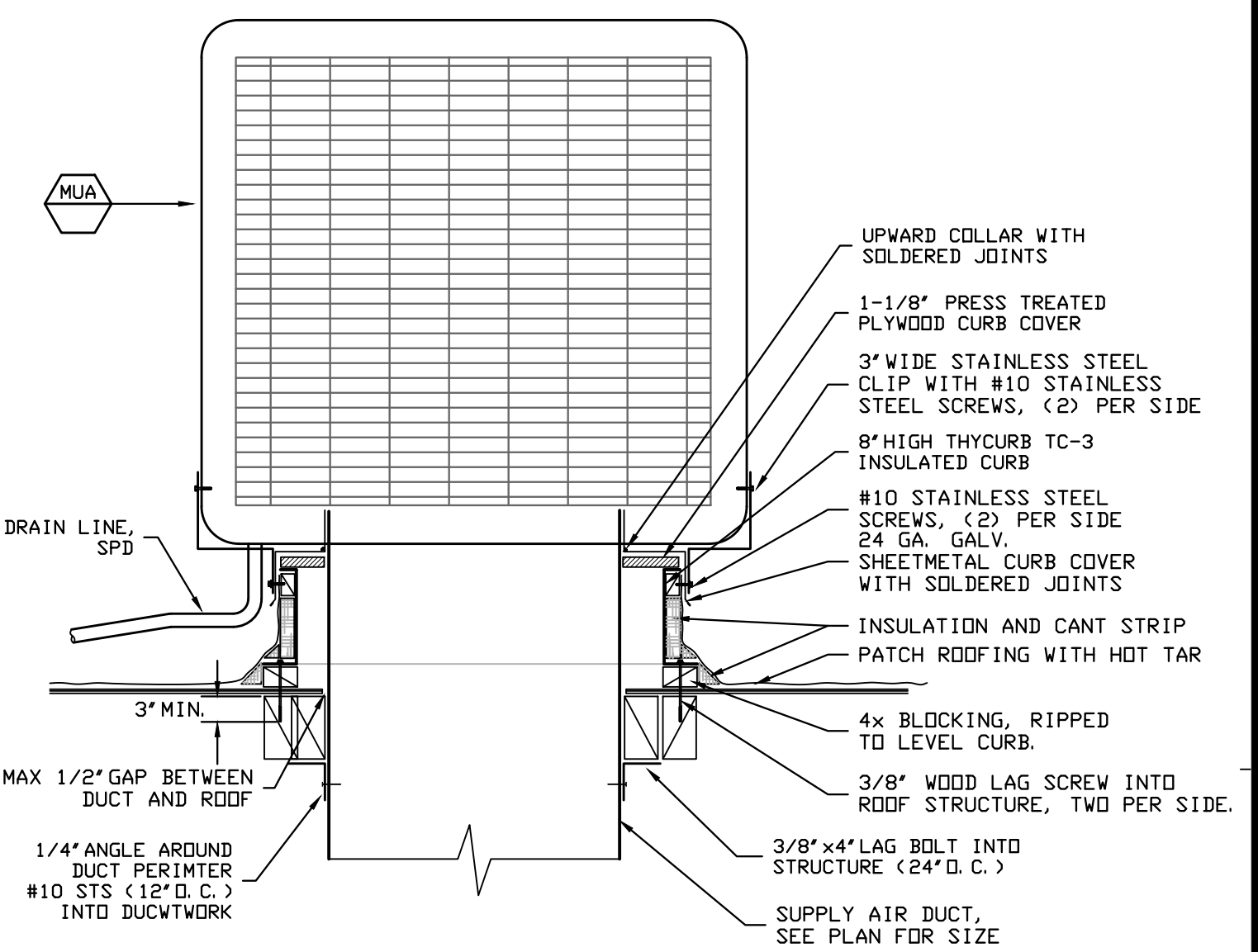


2D. Butt Joint with Collar
 With the Butt Joint and Collar method, adjacent blankets are butted tightly together and a 6" (152.4mm) wide collar is centered over the joint, overlapping each blanket by 3" (76.2mm) minimum as shown in Figure 2D.



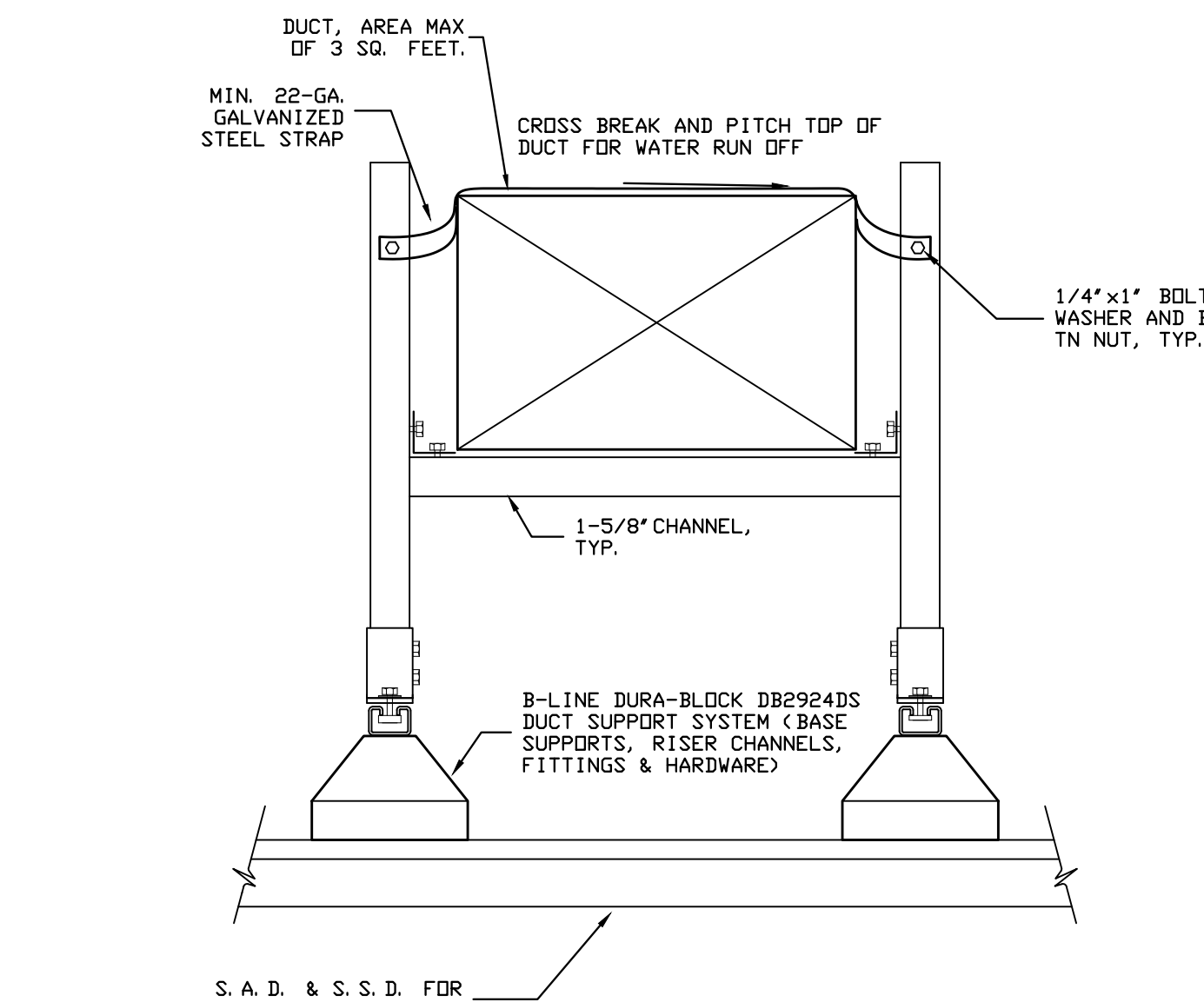
KITCHEN EXHAUST FAN MOUNTING (4)

NTS



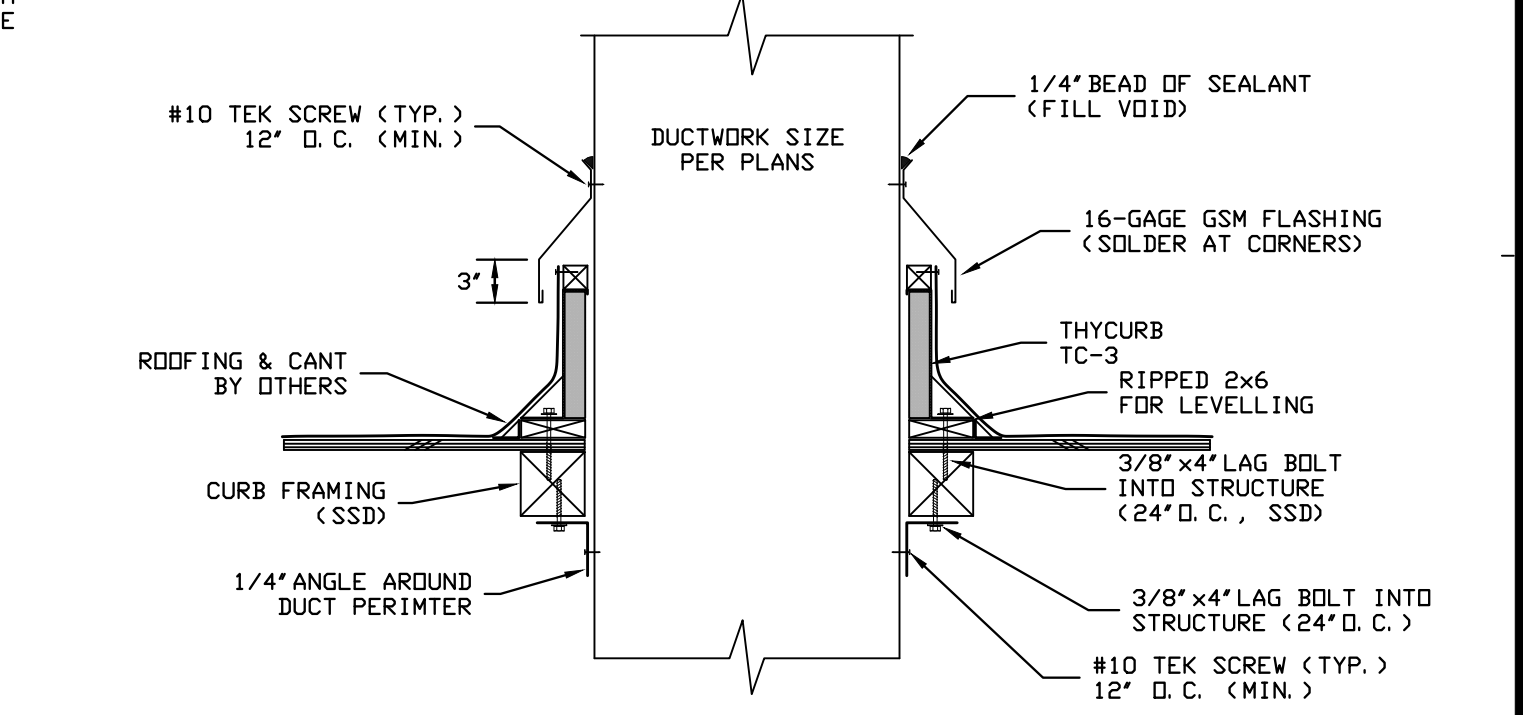
EVAPORATIVE COOLER MOUNTING (1)

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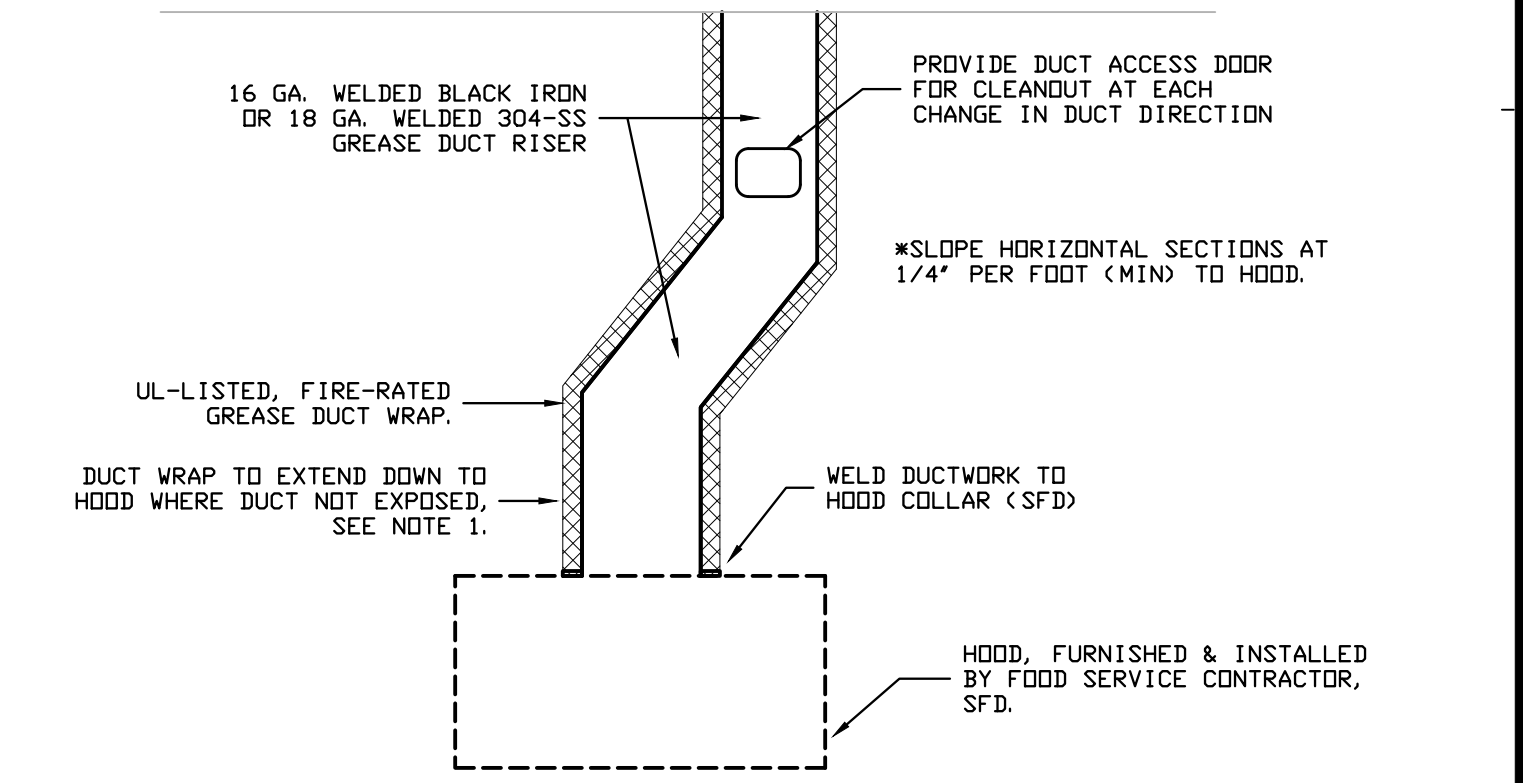
ROOFTOP DUCT SUPPORT (5)

NTS



DUCT THROUGH ROOF DETAIL (2)

NTS



GREASE EXHAUST DUCT + FAN (3)

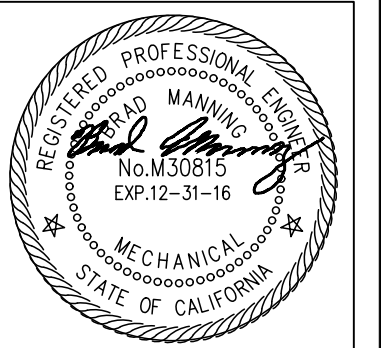
NTS

NOTES:
 1. DUCT WRAP SHALL TERMINATE WHERE DUCTS PENETRATE INTO KITCHEN SPACE. ALL EXPOSED GREASE DUCTWORK TO BE 20 GA. STAINLESS STEEL WITH #4 FINISH FROM CEILING TO HOOD.



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SONOMA VETERANS' MEMORIAL BUILDING
 Kitchen Alterations
 126 First Street West, Sonoma, California

MECHANICAL DETAILS

Job No: TEP2587
 Drawn By: RGJ/JY
 Checked By: BM
 Cod File:
 Date: 06/30/16

Revisions

Sheet Number

M-003

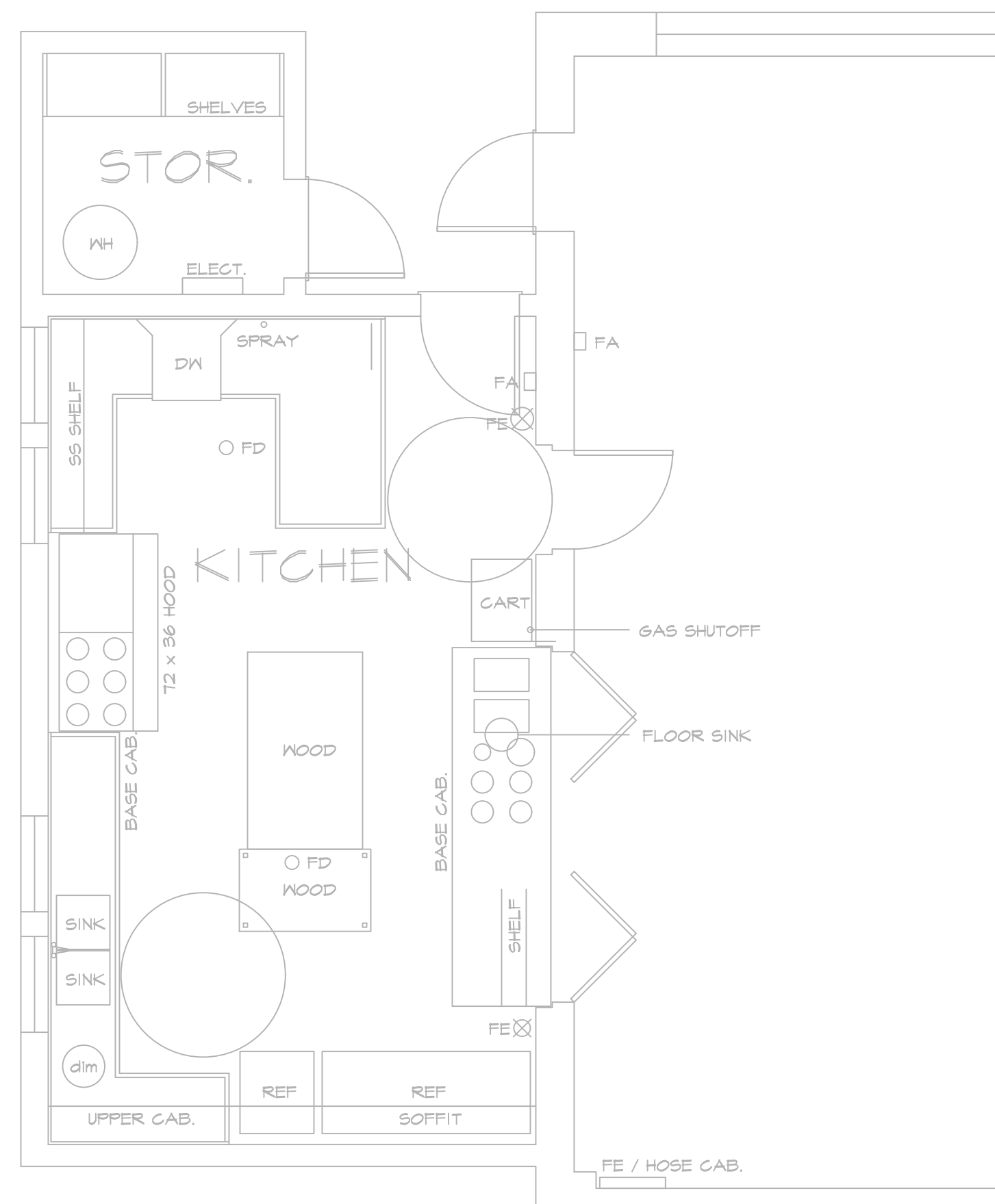
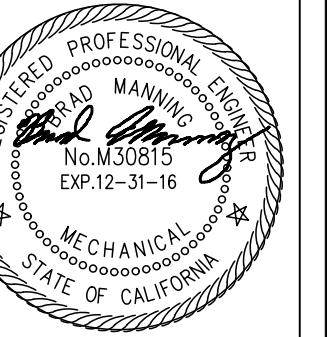
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GREASE DUCT FIREMASTER WRAP

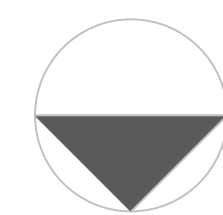
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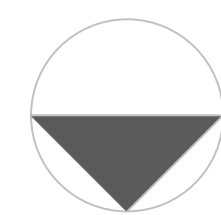
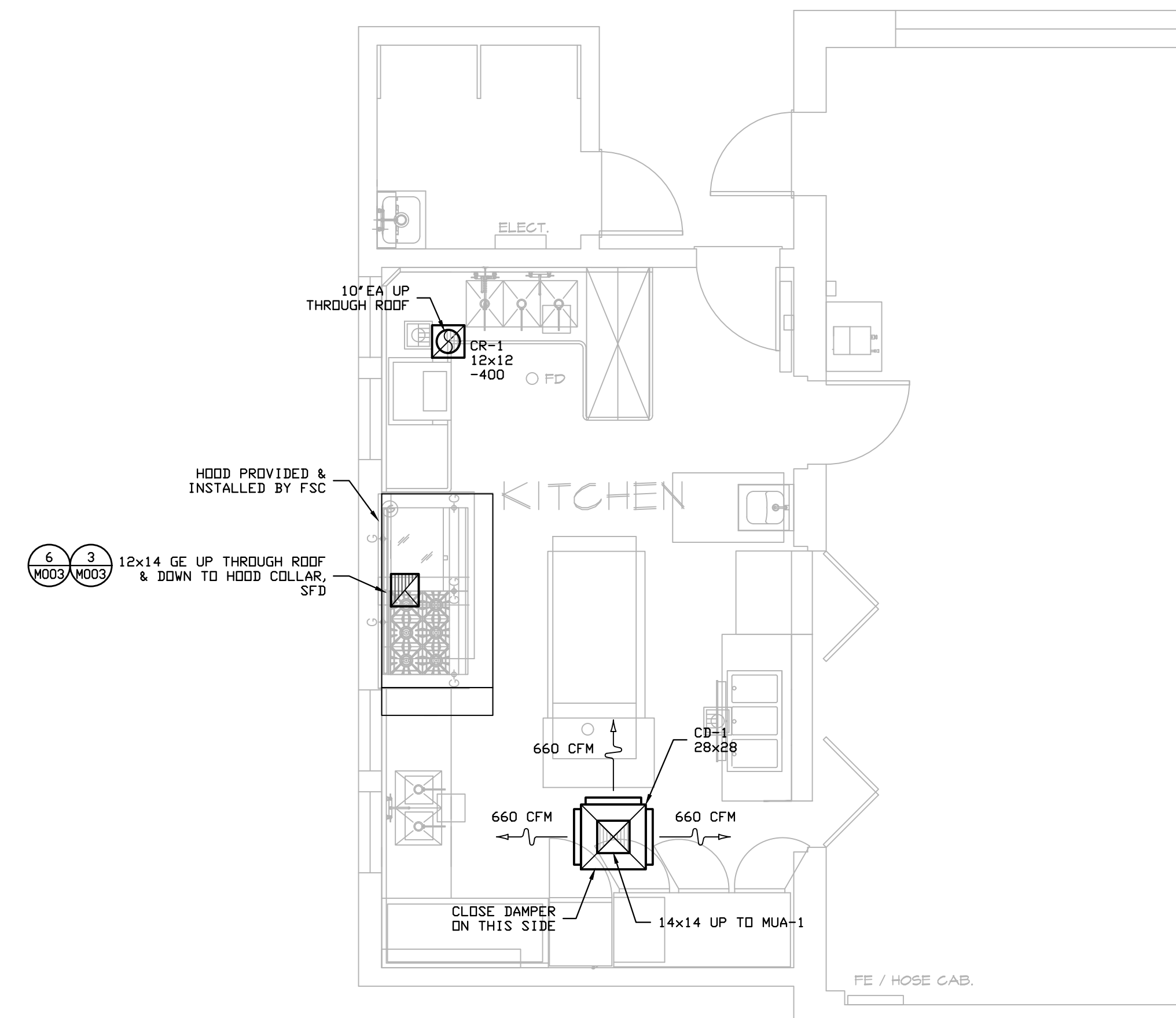


NOTE:
SEE ARCHITECTURAL DRAWINGS FOR MECHANICAL DEMOLITION.



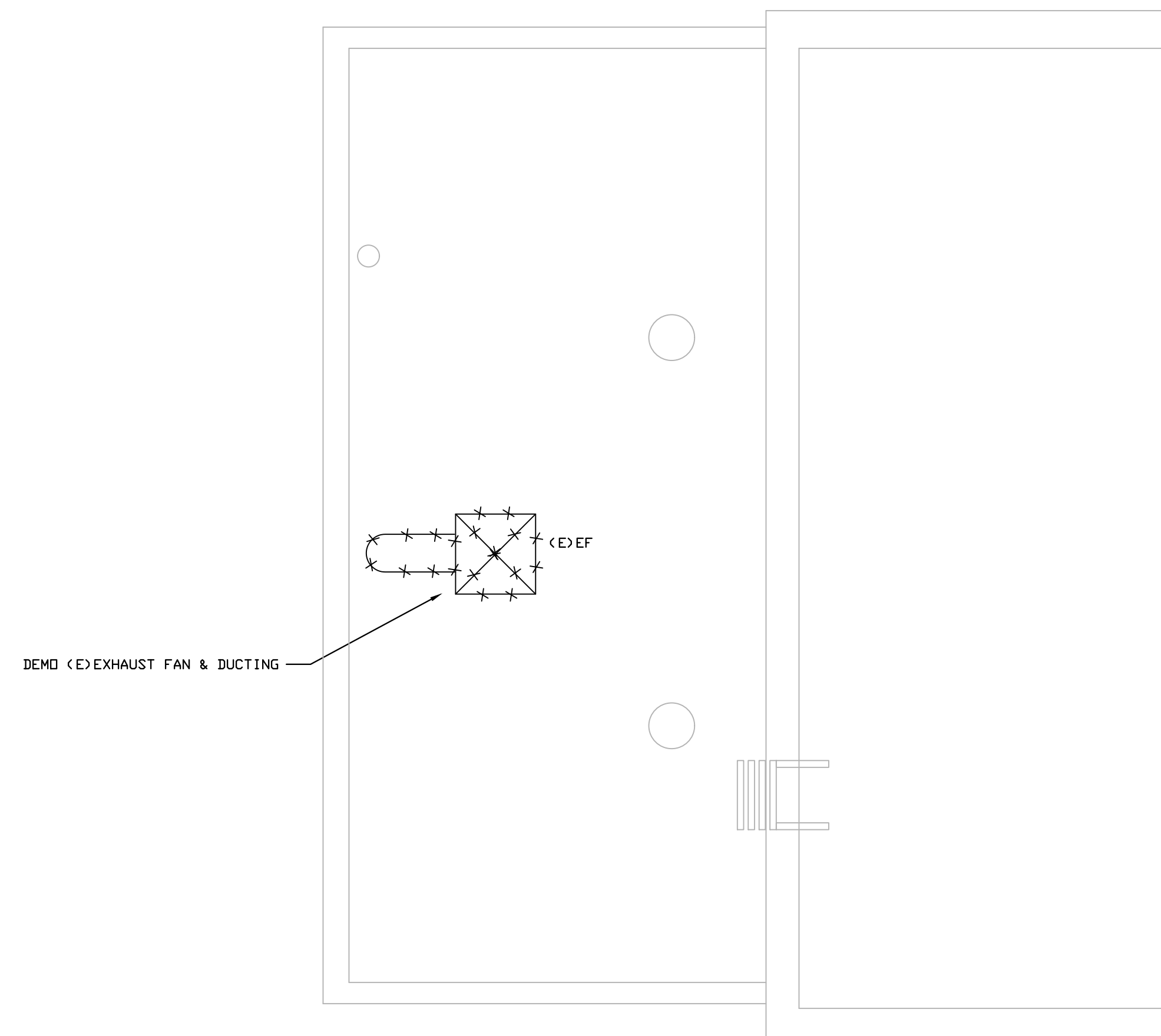
NORTH

1 EXISTING FLOOR PLAN - DEMOLITION
1/4" = 1'-0"

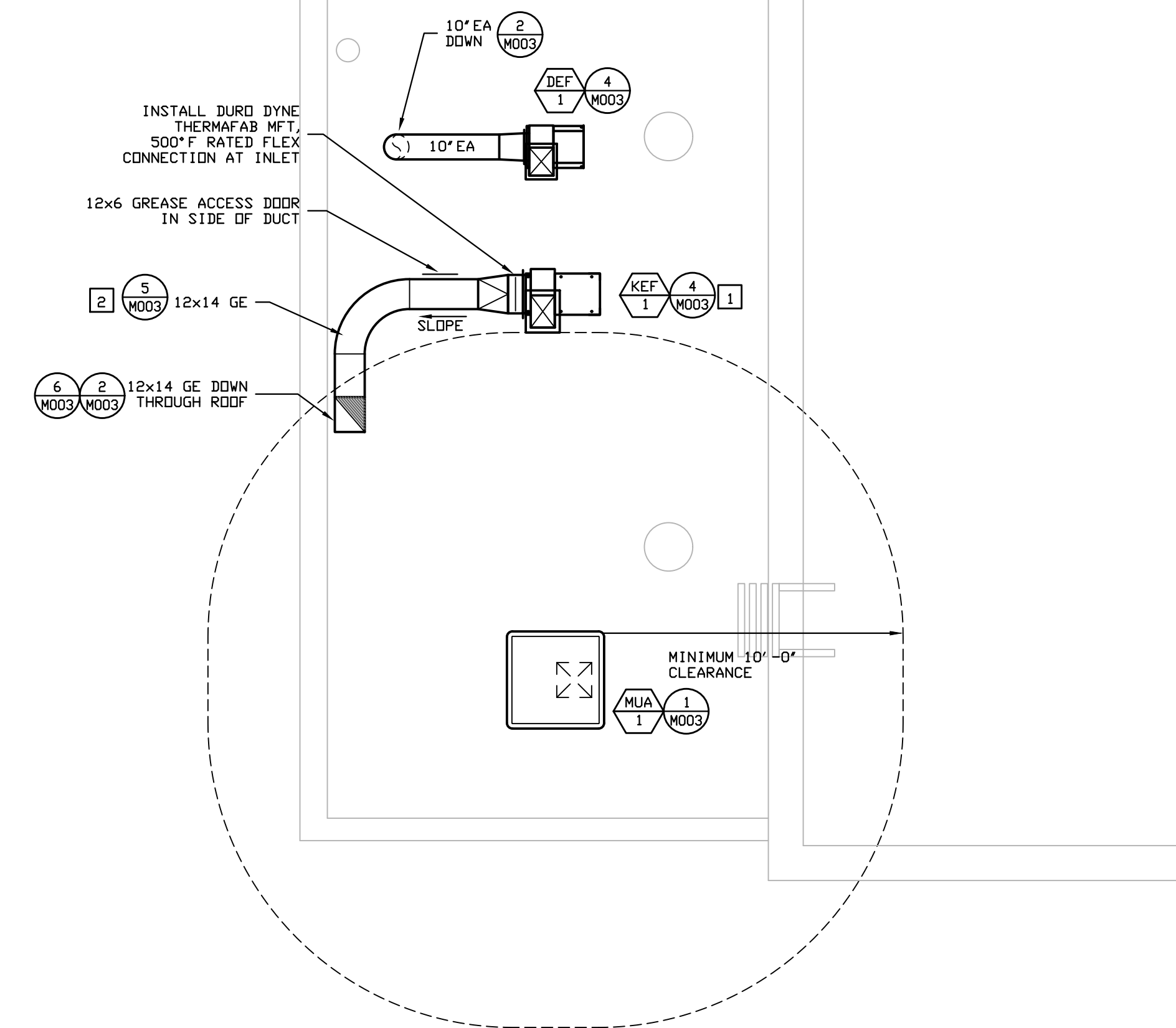


NORTH

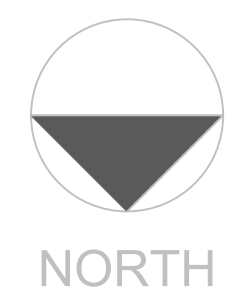
2 FLOOR PLAN - NEW WORK
1/4" = 1'-0"



1 EXISTING ROOF PLAN - DEMOLITION
1/4" = 1'-0"



2 ROOF PLAN - NEW WORK
1/4" = 1'-0"



SHEET NOTES:

- 1 EXHAUST FAN TO DISCHARGE MIN. 42" ABOVE ROOF - EXTEND IF NECESSARY.
- 2 KEF-1 ROOF DUCTWORK TO BE STAINLESS STEEL FOR CORROSION PROTECTION. SLOPE DUCTWORK 1/4" PER FOOT BACK TO HOOD.

GENERAL DEMOLITION NOTES

- THE CONTRACTOR SHALL VERIFY IN THE FIELD ALL LINES, LEVELS, DIMENSIONS AND EXISTING CONDITIONS. THE INFORMATION ON THE DRAWINGS REGARDING EXISTING ELECTRICAL EQUIPMENT AND BRANCH CIRCUITS IS THE RESULT OF FIELD SURVEY AND IS ACCURATE TO THE BEST OF OUR KNOWLEDGE. IT IS INTENDED, HOWEVER, AS A GUIDE FOR USE IN VERIFICATION ONLY.
- ANY EXISTING ELECTRICAL EQUIPMENT IN THE AREA OF NEW CONSTRUCTION NOT SHOWN ON THE EXISTING PLANS SHALL BE DOCUMENTED AND SUBMITTED TO THE ENGINEER FOR DETERMINATION OF ACTION REQUIRED.
- WHEREVER THE REMOVAL OF EXISTING ELECTRICAL EQUIPMENT IS CALLED FOR AND ALL EQUIPMENT ON A PARTICULAR BRANCH CIRCUIT IS TO BE REMOVED, ALL CONDUIT AND WIRE BACK TO THE PANEL SHALL BE ENTIRELY REMOVED AND THE CIRCUIT IN PANEL SHALL BE MARKED "SPARE". THIS APPLIES TO SIGNAL AND COMMUNICATIONS SYSTEMS EQUIPMENT, CONDUIT, AND WIRE AS WELL.
- WHEREVER THE REMOVAL OF EXISTING ELECTRICAL EQUIPMENT IS CALLED FOR AND ALL EQUIPMENT ON A PARTICULAR BRANCH CIRCUIT IS NOT TO BE REMOVED, THE CIRCUIT SHALL BE MAINTAINED CONTINUOUS TO THE EXISTING EQUIPMENT IN USE WITH MINIMUM INTERRUPTIONS OF POWER. THIS APPLIES TO SIGNAL AND COMMUNICATIONS SYSTEMS EQUIPMENT, CONDUIT, AND WIRE AS WELL.
- WHENEVER THE REMOVAL OF EXISTING CONSTRUCTION REVEALS ELECTRICAL WORK THAT IS TO REMAIN, BUT IS IN CONFLICT WITH NEW CONSTRUCTION, RELOCATE THE EXISTING ELECTRICAL WORK AS NECESSARY TO AVOID ANY CONFLICT. RELOCATION WORK SHALL BE DONE TO MINIMIZE ANY INTERRUPTIONS OF POWER.
- CARE SHALL BE TAKEN IN ORDER TO IDENTIFY AND PROTECT ALL EXISTING ELECTRICAL WORK THAT IS TO REMAIN.
- ENSURE RECONNECTION OF EXISTING DEVICES WHOSE CIRCUITS HAVE BEEN INTERRUPTED BY DEMOLITION BY PROVIDING NEW CONNECTION TO ANOTHER EXISTING TO REMAIN DEVICE OR PANEL.
- ALL EXISTING ELECTRICAL EQUIPMENT SHOWN ON THE PLANS FOR NEW WORK ARE THOSE WHICH ARE TO BE REUSED DURING SOME PHASE OF THE NEW CONSTRUCTION OR REQUIRE SOME SPECIAL CONSIDERATIONS.
- WHENEVER THE REMOVAL OF EXISTING ELECTRICAL PANELBOARDS ARE CALLED FOR AND ALL EXISTING BRANCH CIRCUITS ARE NOT TO BE REMOVED, THE EXISTING BRANCH CIRCUITS SHALL BE CONNECTED TO OTHER EXISTING ELECTRICAL EQUIPMENT OR PANELS STILL IN USE WITH MINIMUM INTERRUPTIONS OF POWER. ALSO, IF REQUIRED, THESE SAME BRANCH CIRCUITS SHALL BE RECONNECTED TO RELOCATED EXISTING OR NEW PANELBOARDS AS PART OF THE NEW CONSTRUCTION. THIS APPLIES TO SIGNAL AND COMMUNICATIONS SYSTEMS EQUIPMENT, CONDUIT AND WIRE AS WELL.
- THE ELECTRICAL CONTRACTOR SHALL REVISE EXISTING PANEL SCHEDULES TO CORRESPOND TO ACTUAL CONDITIONS AFTER ALL DEMOLITION AND NEW WORK IS COMPLETED.
- REMOVE ALL ABANDONED CONDUIT AND WIRE ABOVE CEILINGS.
- WHEN ELECTRICAL EQUIPMENT OR DEVICE IS REMOVED FROM AN EXISTING WALL OR CEILING WHICH IS TO REMAIN, PATCH ABANDONED OPENINGS TO MATCH EXISTING FINISH.
- IN GENERAL, THE DEMOLITION PLANS SHOW ALL EXISTING EQUIPMENT THAT IS TO BE REMOVED UNLESS NOTED OTHERWISE. HOWEVER, ELECTRICAL EQUIPMENT, WHETHER SHOWN ON THIS DRAWING OR NOT, WHERE LOCATED IN THE AREA SCHEDULED TO BE DEMOLISHED, SHALL BE REMOVED COMPLETELY (INCLUDING CONDUIT AND WIRES BACK TO THE LAST REMAINING FIXTURE, OUTLET, DEVICE, ETC.) UNLESS OTHERWISE NOTED. COORDINATE DEMOLITION WORK WITH ARCHITECT AND GENERAL CONTRACTOR.
- EXISTING CONDUIT FEEDS UP THROUGH FLOOR SHALL BE CUT OFF AND PLUGGED FLUSH WITH FLOOR WHERE EXISTING WALLS, ETC., ARE REMOVED. REMOVE CONDUCTORS FROM THE POINT BACK TO LAST OUTLET REMAINING IN SERVICE.
- IT SHALL BE THE RESPONSIBILITY OF THIS CONTRACTOR TO MAINTAIN CONTINUITY OF ALL ELECTRICAL SYSTEMS, EQUIPMENT, ETC. REMAINING IN OPERATION WHICH IS BEING FED BY AN ABANDONED OUTLET. MAINTAINING CONTINUITY SHALL CONSIST OF REROUTING OF CONDUIT, WIRE, ETC. AS REQUIRED.
- IT SHALL BE THIS CONTRACTOR'S RESPONSIBILITY TO VERIFY LOCATIONS OF EXISTING CIRCUITS AND ADJUST CIRCUIT NUMBERS ACCORDING TO EXISTING CONDITIONS IF REQUIRED
- THE ELECTRICAL CONTRACTOR SHALL COORDINATE WITH THE OWNER PRIOR TO REMOVAL OF EXISTING ELECTRICAL EQUIPMENT AND TURN OVER REMOVED EQUIPMENT THAT THE OWNER REQUESTS, IN AS-FOUND CONDITION. EQUIPMENT THAT IS TO BE TURNED OVER SHALL BE BOXED AND TAGGED TO IDENTIFY THE SPECIFIC EQUIPMENT. EQUIPMENT TO BE TEMPORARILY REMOVED DUE TO THE CONSTRUCTION SHALL BE CLEANED AND RE-INSTALLED IN ITS ORIGINAL CONDITION OR AS REQUIRED.
- WHERE EXISTING WALLS HAVE BEEN REMOVED, AND THERE ARE EXISTING CONDUIT FEEDS WHICH HAVE BEEN CUT OFF AND CAPPED FLUSH WITH THE FLOOR, IT IS THE CONTRACTOR'S RESPONSIBILITY TO IDENTIFY AND DIMENSION ALL SUCH CONDUITS ON THE "AS-BUILT" DRAWINGS.
- IF ANY EQUIPMENT THAT IS SCHEDULED TO REMAIN IN OPERATION IS DAMAGED BY THE CONTRACTOR, IT SHALL BE REPLACED TO ITS ORIGINAL CONDITION SATISFACTORY TO THE OWNER AT CONTRACTOR'S EXPENSE.

ABBREVIATIONS

A.F.F.	ABOVE FINISHED FLOOR
C	CONDUIT
CATV	CABLE TV
C.O.	CONDUIT ONLY
CU	COPPER
E.C.	ELECTRICAL CONTRACTOR
E	EMERGENCY LIGHT FIXTURE ON EMERGENCY GENERATOR OR INVERTER, SWITCHABLE, U.O.N.
EM	EMERGENCY LIGHT FIXTURE WITH BATTERY PACK, SWITCHABLE
EMS	ENERGY MANAGEMENT SYSTEM
(E)	EXISTING
EQUIP	EQUIPMENT
(ER)	EXISTING EQUIPMENT TO BE RELOCATED
(EX)	EXISTING EQUIPMENT TO BE DISCONNECTED AND REMOVED
EXT.	EXTERIOR
GFI	GROUND FAULT CIRCUIT INTERRUPTING TYPE RECEPTACLE
IDF	INTERMEDIATE DISTRIBUTION FRAME
L	LOCKABLE
LV	LOW VOLTAGE
MCB	MAIN CIRCUIT BREAKER
MDF	MAIN DISTRIBUTION FRAME
MFR	MANUFACTURER
MLO	MAIN LUGS ONLY
MTD	MOUNTED
(N)	NEW
N.E.C.	NATIONAL ELECTRICAL CODE
NEU.	NEUTRAL
N.I.E.C.	NOT IN ELECTRICAL CONTRACT
NL	NIGHT LIGHT FIXTURE ON 24 HOURS
O.A.H.	OVERALL HEIGHT
O.F.C.I.	OWNER FURNISHED, CONTRACTOR INSTALLED
P	INDICATES FIXTURES ON PHOTOCELL CONTROL
PA	PUBLIC ADDRESS
PNL	PANEL
S.A.D.	SEE ARCHITECTURAL DRAWINGS
STC	SIGNAL TERMINAL CABINET
TC	INDICATES FIXTURES ON TIMELOCK CONTROL
TELE	TELEPHONE
TVSS	TRANSIENT VOLTAGE SURGE SUPPRESSION
U.O.N.	UNLESS OTHERWISE NOTED
VAV	VAV BOX, SEE MECHANICAL DIVISION DRAWINGS FOR LOCATIONS. PROVIDE TOGGLE TYPE DISCONNECT SWITCH
WP	WEATHER PROOF, NEMA 3R
WPIU	WEATHER PROOF IN USE

SYMBOLS LIST

ALL SWITCH AND CONTROL MOUNTING HEIGHTS OF 48" SHALL BE TO TOP OF THE DEVICE BOX. ALL RECEPTACLES WITH MOUNTING HEIGHT OF UP TO 18" SHALL BE NO LOWER THAN 15" TO BOTTOM OF THE DEVICE BOX, TYPICAL, U.O.N.

	LINE VOLTAGE MOTOR RATED TOGGLE SWITCH
	MAIN SWITCHBOARD, DISTRIBUTION PANEL OR MOTOR CONTROL CENTER
	FLUSH MOUNTED PANELBOARD, 6'-6" TO TOP
	SURFACE MOUNTED PANELBOARD, 6'-6" TO TOP
	FUSED EQUIPMENT DISCONNECT SWITCH WITH FUSE SIZE AS RECOMMENDED BY EQUIPMENT MANUFACTURER
	MOTOR DISCONNECT SWITCH; HORSEPOWER RATED, NON FUSE
	COMBINATION MAGNETIC MOTOR STARTER, MOTOR CIRCUIT PROTECTOR AND FUSIBLE DISCONNECT
	MAGNETIC MOTOR STARTER
	VARIABLE FREQUENCY DRIVE, FURNISHED BY MECHANICAL, INSTALLED & CONNECTED COMPLETE BY ELECTRICAL
	MANUAL MOTOR STARTER WITH OVERLOAD PROTECTION
	MOTOR WITH FLEXIBLE CONDUIT CONNECTION AND DISCONNECT
	TRANSFORMER
	CONCRETE PULLBOX, SIZE AS REQUIRED OR SHOWN - CHRISTY OR EQUAL WITH LABELED LID PER USE
	COPPER GROUND ROD
	FLUSH CEILING MOUNTED JUNCTION BOX, U.O.N.
	FLUSH WALL MOUNTED JUNCTION BOX, UP 18" U.O.N.
	JUNCTION BOX FLUSH FLOOR MOUNTED
	20A 3PG 125V DUPLEX RECEPTACLE, UP 18" U.O.N.
	20A 3PG 125V DUPLEX RECEPTACLE, WEATHERPROOF, UP 18" U.O.N.
	20A 3PG 125V DUPLEX RECEPTACLE, GROUND FAULT CIRCUIT INTERRUPTER TYPE, UP 18" U.O.N.
	20A 3PG 125V DUPLEX RECEPTACLE, MOUNTED ABOVE COUNTER, U.O.N.
	20A 3PG 125V DOUBLE DUPLEX RECEPTACLE, UP 18" U.O.N.
	20A 3PG 125V DOUBLE DUPLEX RECEPTACLE, MOUNTED ABOVE COUNTER, U.O.N.
	20A 3PG 125V SINGLE TWISTLOCK RECEPTACLE, NEMA L5-20R, UP 18" U.O.N.
	SPECIAL RECEPTACLE AS INDICATED ON PLANS
	TERMINAL MOUNTING BACKBOARD, 3/4" PLYWOOD, DIMENSIONS AS NOTED ON PLANS, PAINT TO MATCH ADJACENT WALL SURFACE, MAINTAINING UL FIRE LABEL VISIBLE
	COMBINED TELEPHONE/DATA OUTLET, UP 18" U.O.N.
	COMBINED VOICE/DATA OUTLET, MOUNTED ABOVE COUNTER U.O.N.
	FIRE ALARM CONTROL PANEL
	WEATHERPROOF ENCLOSURE
	CONDUIT AND WIRE CONCEALED IN CEILING OR WALL
	CONDUIT AND WIRE CONCEALED IN OR UNDER SLAB OR UNDERGROUND
	CONDUIT AND WIRE RUN EXPOSED
	CROSSMARKS INDICATE QUANTITY OF #12 CONDUCTORS PLUS PARITY SIZED GROUND CONDUCTOR (INCLUDED BUT NOT INDICATED). NO HASHMARKS INDICATES (2) #12 CONDUCTORS PLUS PARITY SIZED GROUND CONDUCTOR, U.O.N.
	GROUND WIRE
	WIRE SIZE 10 AWG FOR ALL CONDUCTORS, INCLUDING GROUND WIRE, THROUGHOUT THE COMPLETE CIRCUIT
	FLEXIBLE METALLIC CONDUIT
	HOMERUN TO PANELBOARD OR TERMINAL BOARD, AS NOTED ON PLANS
	COMPLETE CONNECTION OF EQUIPMENT
	CONDUIT STUBBED OUT, CAPPED AND MARKED
	CONDUIT TURNED UP
	CONDUIT TURNED DOWN
	TELEPHONE SYSTEM CONDUIT AND PULLWIRE; 3/4" U.O.N.
	COMPUTER/DATA SYSTEM CONDUIT AND PULLWIRE; 3/4" U.O.N.
	TELEPHONE/DATA SYSTEM CONDUIT AND PULLWIRE; 3/4" U.O.N.
	#4/0 COPPER GROUNDING ELECTRODE CONDUCTOR, U.O.N.
	MECHANICAL EQUIPMENT DESIGNATION - SEE MECHANICAL PLANS
	DETAIL DESIGNATION - SEE DETAIL 3, SHEET E-6
	NUMBERED SHEET NOTE

GENERAL NOTES

- PRIOR TO BID THE CONTRACTOR SHALL VISIT THE SITE TO ADEQUATELY DETERMINE ALL PRE-EXISTING CONDITIONS. BY THE ACT OF SUBMITTING A BID, THE CONTRACTOR WILL BE DEEMED TO HAVE COMPLIED WITH THE FOREGOING, TO HAVE ACCEPTED SUCH CONDITIONS, AND TO HAVE MADE ALLOWANCES THEREFORE IN PREPARING THE BID.
- PROVIDE PARITY SIZED GREEN GROUND WIRE IN ALL POWER CONDUITS, BRANCH CIRCUITS (LIGHTING & POWER) AND HOMERUNS. PROVIDE ADDITIONAL ISOLATED GROUND, GREEN WITH YELLOW STRIPE, TO ALL ISOLATED GROUND RECEPTACLES.
- PROVIDE PULLROPE IN ALL EMPTY CONDUITS THROUGHOUT THE PROJECT.
- REFER TO MECHANICAL PLANS FOR EXACT LOCATION OF ALL MECHANICAL EQUIPMENT. VERIFY EXACT LOCATION AND CONNECTION REQUIREMENTS OF ALL MECHANICAL EQUIPMENT WITH MECHANICAL DIVISION PRIOR TO ROUGH-IN. VERIFY EXACT REQUIREMENTS FOR VOLTAGE, PHASE, HORSE-POWER, OR KVA RATINGS, OF ALL MECHANICAL DIVISION EQUIPMENT REQUIRING ELECTRICAL CONNECTION.
- VERIFY EXACT CONNECTION REQUIREMENTS, OUTLET TYPE, HEIGHT, AND LOCATION OF ALL OWNER SUPPLIED EQUIPMENT OR EQUIPMENT PROVIDED UNDER OTHER SECTIONS OF THE SPECIFICATIONS PRIOR TO ROUGH-IN. REFER TO ARCHITECTURAL DRAWINGS FOR EQUIPMENT LOCATIONS.
- COORDINATE TRENCHING WITH OWNER AND OTHER TRADES BEFORE BEGINNING WORK.
- ALL CONDUIT PENETRATIONS THROUGH FIRE-RATED WALLS AND FLOORS SHALL BE SEALED AND EQUIPPED WITH U.L. LISTED FIRE PENETRATION ASSEMBLIES TO MAINTAIN FIRE SEPARATION RATING.
- DO NOT INSTALL ANY OUTLETS BACK TO BACK IN STUD WALLS OR DE-MOUNTABLE PARTITIONS.
- CIRCUITRY AND CONDUIT ROUTING SHOWN ON THE PLANS IS DIAGRAMMATIC ONLY. THIS CONTRACTOR IS RESPONSIBLE FOR BECOMING COMPLETELY FAMILIAR WITH THE ARCHITECTURAL AND STRUCTURAL CONDITIONS AND LIMITATIONS IN THE BUILDING AND TO PROVIDE ALL LABOR, TOOLS AND MATERIALS REQUIRED TO PRODUCE A COMPLETELY CONCEALED INSTALLATION WHEREVER INDICATED ON THE PLANS.
- MAINTAIN "AS-BUILT" RECORDS AT ALL TIMES, SHOWING EXACT LOCATION OF ALL UNDERGROUND AND/OR CONCEALED CONDUITS AND SERVICES INSTALLED UNDER THIS CONTRACT, INCLUDING CIRCUIT IDENTIFICATION WHERE APPLICABLE. PROVIDE OWNER WITH "AS-BUILT" DOCUMENTS AS INDICATED IN THE SPECIFICATIONS.
- DRAWINGS INDICATE THE LOCATION OF DEVICES, FIXTURES AND EQUIPMENT AND THE CIRCUIT NUMBER AND PANEL DESIGNATION WHICH SUPPLIES THEM. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLETELY CONNECTING ALL ELECTRICAL DEVICES TO CIRCUITS INDICATED ON THE DRAWINGS.
- UNLESS OTHERWISE NOTED, ALL WORK SHOWN ON DRAWINGS IS NEW AND TO BE PROVIDED AND INSTALLED UNDER THIS CONTRACT.
- ALL EQUIPMENT GROUNDING SHALL CONFORM TO ARTICLE 250 OF THE NATIONAL ELECTRICAL CODE, LATEST EDITION.
- ALL EXTERIOR CONDUIT ABOVE GRADE INCLUDING ALL ROOF MOUNTED CONDUIT, SHALL BE RIGID GALVANIZED STEEL. COAT ALL EXPOSED THREADS WITH GALVANIZING PAINT. PAINT ALL SURFACE MOUNTED RACEWAYS AND PULLBOXES TO MATCH SURROUNDING CONDITIONS.
- ALL ELECTRICAL WORK SHALL BE CARRIED OUT IN ACCORDANCE WITH THE LATEST EDITION OF THE N.E.C., AS WELL AS STATE, AND LOCAL CODES AND REQUIREMENTS.
- ALL CONDUIT SHALL BE CONCEALED, UNLESS OTHERWISE NOTED.
- EQUIPMENT OVERLOADS AND FUSES SHALL BE PROVIDED AND INSTALLED AS PER NAME PLATE ON THE EQUIPMENT ACTUALLY PROVIDED.
- THE CONTRACTOR SHALL VERIFY ALL CRITICAL DIMENSIONS WITH THE ARCHITECTURAL DRAWINGS PRIOR TO ROUGH-IN.
- USE FLEXIBLE CONDUIT FOR ALL MOTOR, TRANSFORMER, RECESSED FIXTURE CONNECTIONS, AND CONNECTIONS BETWEEN TWO SEPARATE STRUCTURES AND FOR ALL FINAL CONNECTIONS TO "CRITICAL EQUIPMENT" AS DEFINED IN SPECIFICATIONS. MINIMUM 1/2" DIAMETER, LIQUID TIGHT TYPE USED OUTDOORS AND IN ALL WET LOCATIONS; PROVIDE WITH CODE-SIZE (MINIMUM #12) BARE GROUND WIRE IN ALL FLEXIBLE CONDUIT.
- PROVIDE A DEDICATED NEUTRAL CONDUCTOR FOR ALL BRANCH CIRCUITS FEEDING OUTLETS AS NOTED ON THE DRAWINGS.
- ALL CONDUIT CONNECTORS TO OUTLET OR JUNCTION BOXES SHALL HAVE INSULATED THROATS (MANUFACTURED AS AN INTEGRAL PART OF THE CONNECTOR). AFTER-MARKET INSERTABLE THROATS ARE NOT ACCEPTABLE.
- ALL CIRCUITS IN ALL JUNCTION BOXES AND DEVICES SHALL BE CLEARLY IDENTIFIED BY MEANS OF "EZ" NUMBERING TAGS OR EQUIVALENT TO IDENTIFY THE CIRCUIT NUMBER OR RELAY SUPPLYING THE CONDUCTOR. ALL JUNCTION BOXES SHALL BE LABELED PER SPECIFICATIONS.
- ALL SURFACE MOUNTED POWER AND SIGNAL BOXES IN FINISHED AREAS SHALL BE WIREMOLD TYPE WITH MATCHING RACEWAYS. SURFACE MOUNTED STEEL JUNCTION BOXES AND/OR EMT ARE NOT ACCEPTABLE.

LIST OF DRAWINGS

- E0.1 SYMBOLS LIST, GENERAL NOTES & LIST OF DRAWINGS
- E3.1 FLOOR PLANS - ELECTRICAL
- E3.2 OVERALL FLOOR PLAN - ELECTRICAL



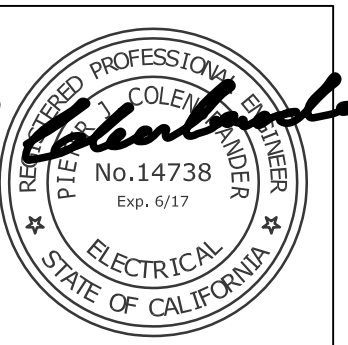
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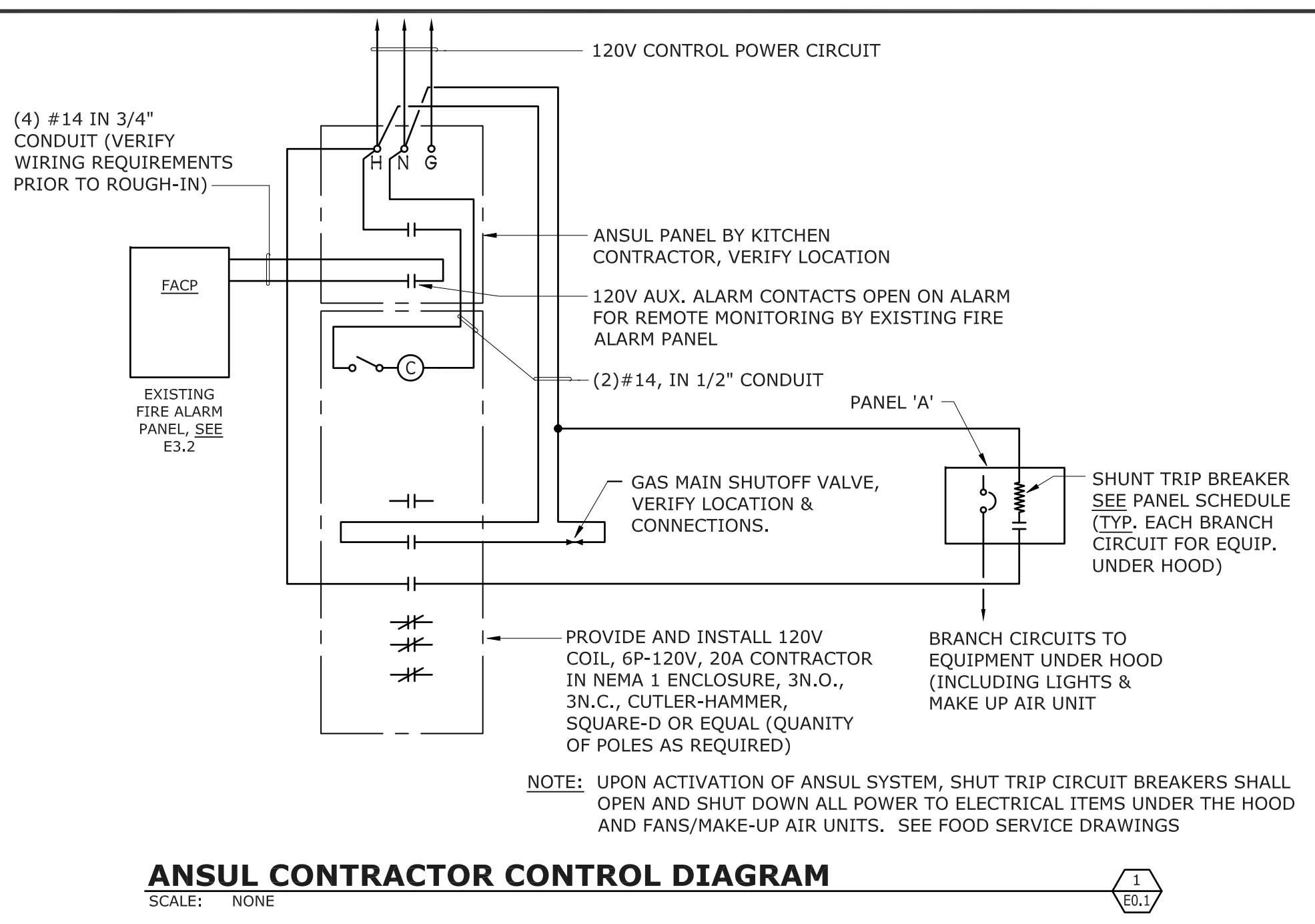


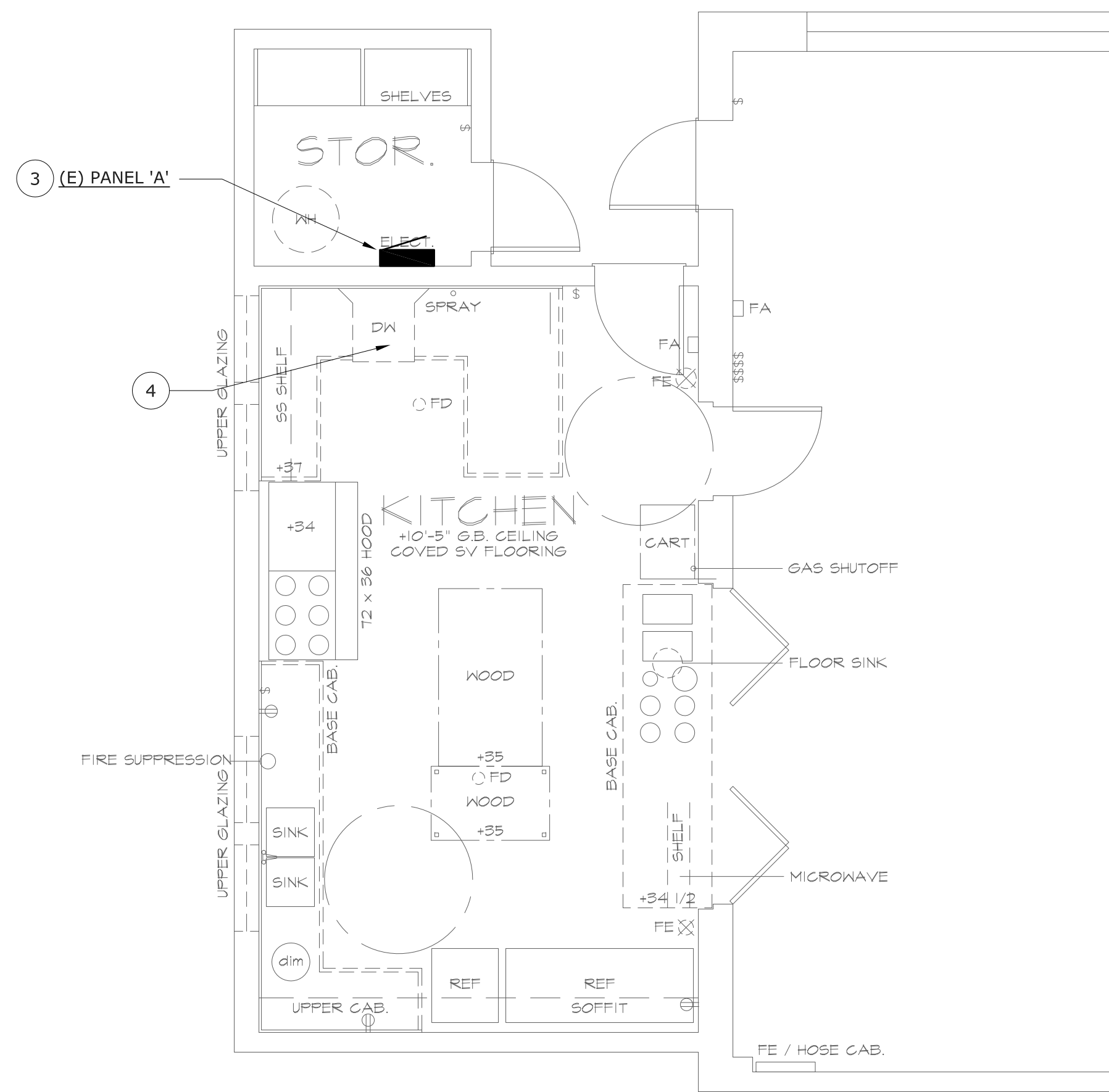
SYMBOLS LIST,
GENERAL NOTES &
LIST OF DRAWINGS

Job No: G1405 T
Drawn By: LN
Checked By: PJC
Cad File: E0.1.DWG
Date: June 30, 2016

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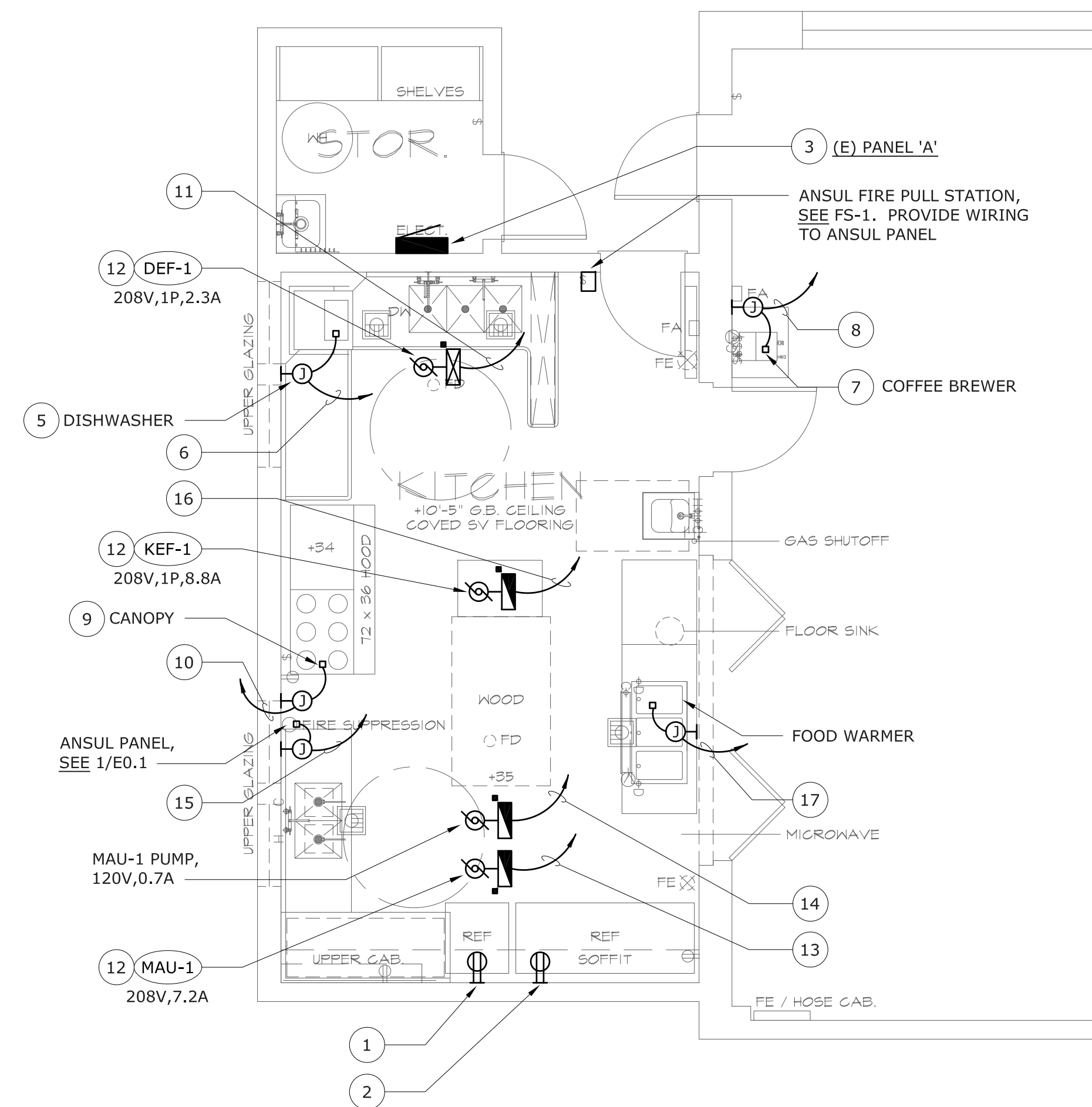
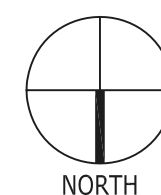


ELECTRICAL DEMOLITION NOTE:
DISCONNECT EXISTING KITCHEN EQUIPMENT SCHEDULED
TO BE REMOVED, SEE FOOD SERVICE DRAWINGS. SEE
E0.1 FOR GENERAL DEMOLITION NOTES.

EXISTING / DEMO FLOOR PLAN - ELECTRICAL

SCALE: 1/4" = 1'-0"

2
E3.1



PROPOSED FLOOR PLAN - ELECTRICAL

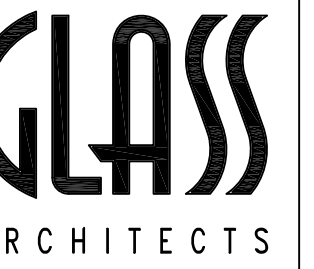
SCALE: 1/4" = 1'-0"

1
E3.1



NUMBERED SHEET NOTES

- 1 REUSE EXISTING FREEZER BRANCH CIRCUIT FOR NEW FREEZER. RELOCATE EXISTING WIRING TO NEW LOCATION AND PROVIDE AND INSTALL NEW 20AMP DUPLEX 120VOLT RECEPTACLE. SEE FOOD SERVICE DRAWINGS.
- 2 REUSE EXISTING REFRIGERATOR BRANCH CIRCUIT FOR NEW REFRIGERATOR. RELOCATE EXISTING WIRING TO NEW LOCATION AND PROVIDE AND INSTALL NEW 20AMP DUPLEX 120VOLT RECEPTACLE. SEE FOOD SERVICE DRAWINGS.
- 3 EXISTING 225AMP PANEL, 120/208VOLT, SINGLE PHASE, 3 WIRE.
- 4 DISCONNECT AND REMOVE EXISTING 208VOLT SINGLE PHASE CIRCUIT FROM EXISTING DISHWASHER TO EXISTING PANEL 'A'. REMOVE EXISTING DISHWASHER 20AMP, 2 POLE BREAKER IN PANEL 'A'.
- 5 CONNECT NEW CIRCUIT TO NEW DISHWASHER. SEE FOOD SERVICE DRAWINGS.
- 6 FOR NEW DISHWASHER PROVIDE AND INSTALL (2) #12 + (1) #12 G. IN 3/4" CONDUIT TO PANEL 'A'. PROVIDE AND INSTALL NEW 20AMP SINGLE POLE CIRCUIT BREAKER IN PANEL 'A'. USE SPACE MADE AVAILABLE FROM REMOVAL OF EXISTING DISHWASHER NOTED IN NOTE 4 ABOVE.
- 7 CONNECT NEW CIRCUIT TO NEW COFFEE BREWER. SEE FOOD SERVICE DRAWINGS.
- 8 FOR NEW COFFEE BREWER PROVIDE AND INSTALL (2) #12 + (1) #12 G. IN 3/4" CONDUIT TO PANEL 'A'. PROVIDE AND INSTALL NEW 20AMP SINGLE POLE CIRCUIT BREAKER IN PANEL 'A'. USE SPACE MADE AVAILABLE FROM REMOVAL OF EXISTING DISHWASHER NOTED IN NOTE 4 ABOVE.
- 9 PROVIDE AND INSTALL NEW CIRCUIT TO NEW CANOPY FOR LIGHTING AND CONTROLS, SEE FOOD SERVICE DRAWINGS.
- 10 PROVIDE AND INSTALL (2) #12 + (1) #12 G. IN 3/4" CONDUIT TO PANEL 'A' AND CONNECT TO EXISTING SPARE CIRCUIT BREAKER SPACE NUMBER 15. PROVIDE AND INSTALL 20AMP, SINGLE POLE SHUNT TRIP CIRCUIT BREAKER FOR CONTROL VIA ANSUL SYSTEM, SEE 1/E0.1.
- 11 PROVIDE AND INSTALL (2) #10 + (1) #10 G. IN 3/4" CONDUIT TO PANEL 'A', USE SPARE SPACES 2/4. PROVIDE AND INSTALL NEW 15AMP, 2 POLE CIRCUIT BREAKER.
- 12 SEE MECHANICAL DRAWINGS FOR LOCATION.
- 13 PROVIDE AND INSTALL (2) #10 + (1) #10 G. IN 3/4" CONDUIT TO PANEL 'A', USE SPARE SPACE NUMBER 6. PROVIDE AND INSTALL 20AMP, SINGLE POLE SHUNT TRIP CIRCUIT BREAKER, SEE 1/E0.1.
- 14 PROVIDE AND INSTALL (2) #12 + (1) #12 G. IN 3/4" CONDUIT TO PANEL 'A', USE SPARE BREAKER NUMBER 10.
- 15 PROVIDE AND INSTALL (2) #12 + (1) #12 G. IN 3/4" CONDUIT TO PANEL 'A', USE SPARE BREAKER NUMBER 3.
- 16 PROVIDE AND INSTALL (2) #10 + (1) #10 G. IN 3/4" CONDUIT TO PANEL 'A'. PROVIDE AND INSTALL 20AMP, 2 POLE CIRCUIT BREAKER IN SPACE 25/27.
- 17 PROVIDE AND INSTALL (3) #10 + (1) #10 G. IN 3/4" CONDUIT TO PANEL 'A'. PROVIDE AND INSTALL 20AMP, 2 POLE CIRCUIT BREAKER IN SPARE SPACES.



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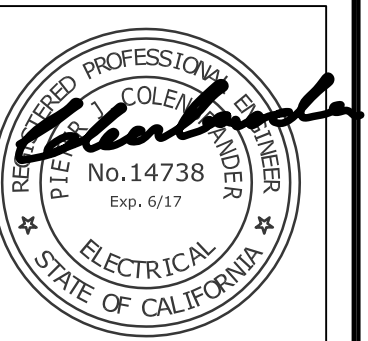
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**FLOOR PLANS -
ELECTRICAL**

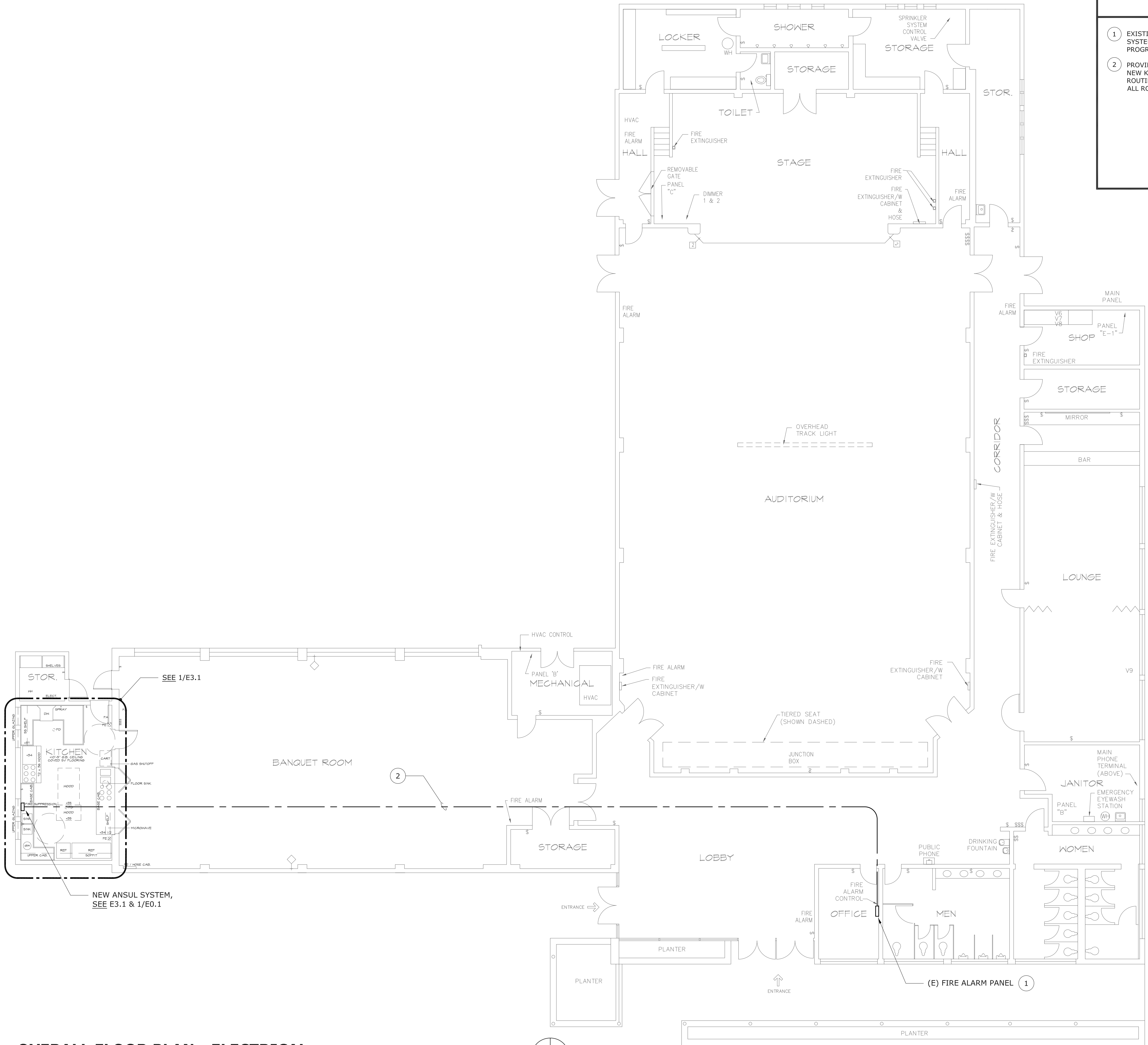
Job No: G1405 T
Drawn By: LN
Checked By: PJC
Cad File: E3.1.DWG
Date: June 30, 2016

Revisions

Sheet Number

E3.1

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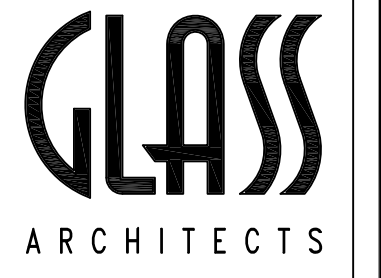
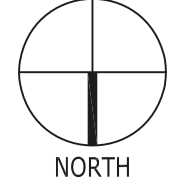


- ### NUMBERED SHEET NOTES
- 1 EXISTING SIMPLEX FIRE ALARM PANEL TYPE 4002. CONNECT NEW KITCHEN ANSUL FIRE SUPPRESSION SYSTEM TO EXISTING FIRE ALARM PANEL, SEE 1/E0.1. PROVIDE AND INSTALL ADDITIONAL EQUIPMENT, PROGRAMMING AND TESTING AS REQUIRED.
 - 2 PROVIDE AND INSTALL NEW CONDUIT AND FIRE ALARM WIRING FROM EXISTING FIRE ALARM PANEL TO NEW KITCHEN FIRE SUPPRESSION (ANSUL) SYSTEM. INSTALL CONDUITS ON ROOF, COORDINATE ROUTING. CONDUIT SHALL BE RIGID GALVANIZED WITH WATERTIGHT FITTINGS. PROVIDE AND INSTALL ALL ROOF CONDUIT SUPPORTS AND CONDUIT ROOF JACKS.

OVERALL FLOOR PLAN - ELECTRICAL

SCALE: 1/8" = 1'-0"

1
E3.2

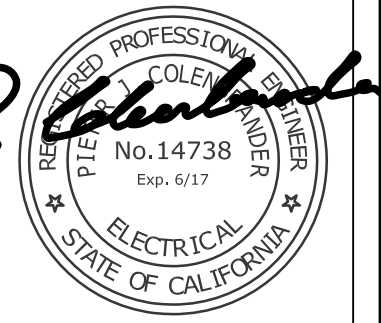


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OVERALL FLOOR PLANS - ELECTRICAL

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Date: June 30, 2016

Revisions

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Sheet Number
E3.2
of

SONOMA VETERANS MEMORIAL BUILDING SONOMA, CA

HEALTH DEPARTMENT NOTES:

- OWNER/OPERATOR IS REQUIRED TO TAKE OUT A SEPARATE HEALTH DEPARTMENT PERMIT.
- ALL FOOD SERVICE AND RELATED PRODUCTS SHALL BE NATIONAL SANITARY FOUNDATION (NSF) OR (UL) APPROVED FOR FOOD SERVICE.
- CONSTRUCTION JOINTS, CRACKS AND CREVICES IN THE BUILDING OR CABINERY MUST BE FILLED WITH AN APPROVED SEALANT/CAULK.
- WINDOWS THAT OPEN MUST HAVE A MIN. OF #16 MESH SCREEN.
- DOORS TO THE OUTSIDE AND REST ROOMS MUST HAVE AUTOMATIC DOOR CLOSURE OR BE FITTED WITH AN AIR CURTAIN, AND MUST NOT HAVE MORE THAN 1/4" MAX. GAP FROM BOTTOM OF DOOR TO FINISHED FLOOR.
- EXTERIOR PASS-THRU WINDOWS MUST BE SCREENED OR AIR CURTAINED.
- CONDUIT FOR ELECTRICAL, PLUMBING, REFRIGERATION, SODA OR ANY OTHER SERVICE MUST BE CONCEALED IN WALLS, FLOORS, CEILINGS, OR 1-1/2" OFF WALL WITHIN HEALTH DEPARTMENT APPROVED CHASE RUNS WITH END RUN SEALED TIGHTLY.
- TRASH/GARBAGE AREAS RECEIVING FOOD WASTE OR FOOD CONTAINERS MUST HAVE AN APPROVED TRASH DUMPSTER.
- VERMIN PROOFING WILL INCLUDE BUT NOT LIMITED TO INSECTS AND RODENTS. THIS FACILITY IS TO BE CONSTRUCTED, MAINTAINED AND OPERATED AS TO PREVENT VERMIN. ADDITIONAL PREVENTION DEVICES SHALL BE PROVIDED AS REQUIRED BY LOCAL AGENCIES.
- FLOOR SINKS AND FLOOR DRAINS WILL BE INSTALLED FOR EASY CLEANING ACCESS AND INSPECTION.
- AT LEAST 50-FOOT CANDLES AT A SURFACE WHERE A FOOD EMPLOYEE IS WORKING WITH FOOD OR WORKING WITH UTENSILS OR EQUIPMENT SUCH AS KNIVES, SLICERS, GRINDERS, OR SAWS WHERE EMPLOYEE SAFETY IS A FACTOR AND IN OTHER AREAS AND ROOMS DURING PERIODS OF CLEANING. AT LEAST 20-FOOT CANDLES AT A DISTANCE OF 30" ABOVE THE FLOOR IN AREAS USED FOR HAND WASHING, WAREWASHING, AND EQUIPMENT AND UTENSIL STORAGE, AND IN TOILET ROOMS. MINIMUM OF 10-FOOT CANDLES IN WALK-IN COOLERS/FREEZERS & DRY STORAGE AREAS.
- CUSTOM STAINLESS STEEL WORK EQUIPMENT SHALL MEET NSF STANDARDS.
- POT SINKS AND DRAIN BOARDS MUST BE LARGE ENOUGH TO HOLD THE LARGEST POT/UTENSIL TO BE WASHED. DRAIN BOARDS ARE TO BE EQUAL IN SIZE OR LARGER THAN SINK COMPARTMENTS.
- CUSTOM MILLWORK/CABINERY SHALL HAVE SMOOTH WASHABLE SURFACES. INTERIOR SHALL BE COVERED ENTIRELY WITH PLASTIC LAMINATE. INTERIORS OF ALL CABINERY SHALL BE WHITE OR LIGHT COLORED INSIDE.
- EQUIPMENT SHALL HAVE 6" LEGS OR CASTERS. IF CURBS ARE PROVIDED FOR EQUIPMENT, THEY MUST BE A MIN. OF 4" IN HEIGHT WITH AN INTEGRAL 3/8" RADIUS COVE BASE & MUST BE SEALED TO CURB.
- REFRIGERATORS ARE TO HAVE VISIBLE THERMOMETERS, PROPERLY CALIBRATED WITH DANGER ZONES CLEARLY DEFINED.
- MOP SINK TO HAVE HOT & COLD MIXING FAUCET W/ANTI SIPHON DEVICE; CLEANING GOODS STORAGE TO BE ABOVE FAUCET.
- HAND SINK TO HAVE HOT & COLD MIXING FAUCET AND PERMANENTLY MOUNTED TOWEL AND SOAP DISPENSERS.
- FINISHED-FOOD PREPARATION AREAS:
FLOORS - COMMERCIAL GRADE VINYL, APPROVED TILE, OR POURED EPOXY FLOORING
BASE - CONTINUOUS SEALED COVERED WITH 3/8" RADIUS INTEGRAL WITH FLOOR
WALLS - FLOOR TO CEILING SHEET ROCK WITH SMOOTH WATER BASED ENAMEL PAINTED SURFACE WITH 70% REFLECTION. WET AREAS TO BE FINISHED TO MINIMUM HEIGHT REQUIREMENT WITH APPROVED WATER PROOF, EASILY CLEANABLE MATERIAL
CEILING - T-BAR SYSTEM WITH COMMERCIAL VINYL TILES OR SHEET ROCK FINISHED WITH WASHABLE ENAMEL PAINT.
SAMPLES MUST BE SUBMITTED BY GENERAL CONTRACTOR / OWNER.
- EXHAUST HOODS SHALL BE FLASHED TO THE WALLS AND CEILING, UNLESS NOTED OTHERWISE. ALL JOINTS AND SEAMS SHALL BE LIQUID TIGHT AND SMOOTH FOR EASE OF CLEANING. APPROVED CONSTRUCTION METHODS AND MATERIALS SHALL BE USED FOR SEALING JOINTS AND SEAMS. POP RIVETS, METAL SCREWS, OR OTHER SIMILAR EXPOSED FASTENERS SHALL NOT BE USED ON INTERNAL SURFACES OF THE HOOD.

GENERAL CONTRACTOR NOTES:

- FOOD SERVICE EQUIPMENT DESIGNER IS NOT AN ARCHITECT OR AN ENGINEER. THESE DRAWINGS ARE PROVIDED FOR THE CONVENIENCE OF THE ARCHITECT, GENERAL CONTRACTOR, TRADE ENGINEERS AND SUBCONTRACTORS TO SHOW GENERAL PLACEMENT OF THE FOOD SERVICE EQUIPMENT.
- COORDINATE ALL PHASES OF CONSTRUCTION WITH FOOD SERVICE EQUIPMENT CONTRACTOR; INCLUDING ADVANCE NOTIFICATION FOR ROUGH INSPECTIONS, FINISH PLUMBING, ELECTRICAL WORK, ROOF PAD READINESS, ETC.
- IT IS THE RESPONSIBILITY OF THE OWNER/GENERAL CONTRACTOR TO FORWARD TO KEC ALL ADDENDUM'S AND CHANGES TO THE BUILDING PLANS WHICH ARE MADE DURING THE PERMITTING & CONSTRUCTION PROCESS. OWNER WILL BE RESPONSIBLE FOR COSTS INCURRED DUE TO FAILURE OF COMMUNICATING CHANGES IN A TIMELY MANNER.
- ROOF TOP PLAN BY THE ARCHITECT/ENGINEER; PLATFORMS BY THE G.C.
- ROOF, CEILING & WALL PENETRATIONS PROVIDED BY THE G.C., CODE COMPLIANT CHASES TO BE PROVIDED AS NECESSARY, BY G.C. TO INCLUDE FIRE RATED SEALANT AS NEEDED.
- EQUIPMENT PADS, CURBS & ROOF JACKS/PITCH POCKETS BY G.C.
- ROOF TOP EQUIPMENT TO BE LIFTED BY G.C.
- EXHAUST SYSTEM TO BE ENGINEERED AND SUPPLIED BY THE G.C. FROM THE DUCTS UP. FINAL WELD OR CONNECTION BY THE G.C. CLEAN OUTS, FIRE RATED WRAPPING/SHAFTS AND ENCLOSURES BY THE G.C. AS SPECIFIED BY LOCAL ORDINANCES. BALANCE REPORT BY G.C./OWNER REPRESENTATIVE.
- G.C. IS THE FINAL AUTHORITY IN ASSURING THAT ALL TRADES COMPLY WITH STATE & LOCAL CODES.
- PERMITS AND FEES ARE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR AND OWNER UNLESS OTHERWISE NOTED.
- SITE CONDITIONS TO BE VERIFIED BY G.C., ANY VARIANCES TO BE NOTED PRIOR TO CONSTRUCTION. FSEC MUST HAVE ADEQUATE SITE & BUILDING ACCESS FOR PROPER DELIVERY AND INSTALLATION OF ALL EQUIPMENT, INCLUDING OVERSIZED PIECES.
- CRITICAL TIME PATH TO BE GENERATED BY THE G.C. OR THE ARCHITECT.
- ROUGH-INS INDICATED ON THIS PLAN PERTAIN TO FOOD SERVICE EQUIPMENT ONLY. ANY ADDITIONAL REQUIREMENTS INCLUDING CONVENIENCE OUTLETS AND AUXILIARY SERVICE TO BE DESIGNED BY OWNER, ARCHITECT AND ENGINEERS. FSEC TO PROVIDE ONE SITE TRIP TO CHECK OPEN STUD WALLS FOR UTILITY REVIEW.
- G.C. TO CONFIRM INSTALLATION HEIGHT OF FLOOR SINKS WITH HEALTH DEPARTMENT PLAN CHECK.
- WALL FINISHES IN KITCHEN AND SCULLERY ARE TO BE INSTALLED PRIOR TO INSTALLATION OF FOOD SERVICE EQUIPMENT.
- WALK-IN PAD MUST BE SMOOTH & LEVEL FOR INSTALLATION.
- NON-COMBUSTABLE WALLS ARE TO BE PROVIDED AT COOKING AREAS IN COMPLIANCE WITH LOCAL CODES.
- G.C. TO PROVIDE WALL BACKING OF WOOD BLOCKING OR METAL FOR THE INSTALLATION OF SHELVES, FIRE SUPPRESSION EQUIP., LOCKERS, ETC. COORDINATE HEIGHTS WITH EQUIPMENT.
- WALK-IN SPRINKLERS BY G.C. IF NEEDED (PROTECT FREEZER SPRINKLER IF NEEDED). SPRINKLER PENETRATIONS BY G.C./FIRE SPRINKLER CONTRACTOR.
- G.C. TO VERIFY ALL INSTALLATION, UTILITIES REQUIREMENTS, AND SIZING OF OWNER/VENDOR/ARCHITECT/OTHERS SUPPLIED EQUIPMENT.

- FLOOR DRAINS AND TROUGHS MUST HAVE FLOOR SLOPED PROPERLY. G.C. CONTRACTORS TO VERIFY REQUIREMENTS WITH LOCAL CODES.
- METERS SHALL BE ORDERED AND PLACED BY THE G.C./OWNER IN A TIMELY MANNER. DELAYS MUST BE ACKNOWLEDGED WITH EQUIPMENT SUPPLIER.
- DEBRIS BOX BY G.C. AND TO BE AVAILABLE FOR K.E.C. USE.
- PLUMBING & ELECTRICAL CONTRACTORS ARE RESPONSIBLE TO PROVIDE ANY PARTS NECESSARY FOR FINAL CONNECTIONS.
- SODA SYSTEM MAY REQUIRE ELECTRICAL POWER AT SOURCE OF SYRUP.
- WALK-IN BOX TO BE WIRED COMPLETE BY ELECTRICIAN INCLUDING BUT NOT LIMITED TO INTERNAL WIRING, DOOR HEATERS, COIL, HEAT TAPE, SHUTOFFS AND COMPRESSOR.
- WALK-IN BOX TO BE PLUMBED COMPLETE, INCLUDING BUT NOT LIMITED TO CONDENSATE DRAIN LINE.
- G.C. SHALL BE RESPONSIBLE FOR ALL GENERAL AND FINAL CLEANUP INCLUDING PULLING S/S PROTECTION COVERING AND REPOSITIONING EQUIPMENT AFTER TRADE HOOK UPS.
- SEAL ALL CRACKS AND CREVICES IN COUNTERS, AROUND METAL FLASHING, AND CONDUIT W/NON-HARDENING SILICON SEALANT.
- G.C. TO PERFORM AND PROVIDE THIRD PARTY AIR BALANCE TEST FOR ALL TYPE 1 EXHAUST HOODS PRIOR TO FINAL INSPECTION. SUBMIT A COPY OF THE AIR BALANCE TEST TO ENVIRONMENTAL HEALTH ONCE COMPLETED.

VENTILATION NOTES:

- WHENEVER A REMOTE COMPRESSOR IS LOCATED IN AN ENCLOSED SPACE, TO INCLUDE ATTIC SPACES, UTILITY ROOMS/CLOSETS, BASEMENTS, ABOVE WALK-IN BOXES OR ANY ENCLOSED ROOM WITHIN A FACILITY, THE MECHANICAL ENGINEER IS RESPONSIBLE FOR REVIEWING THE AMBIENT TEMPERATURE OF THE AREA AND SPECIFYING ANY ADDITIONAL VENTING OR AIR CONDITIONING REQUIRED, TO ALLOW THE EQUIPMENT TO BREATHE & OPERATE PROPERLY.

FIRE SYSTEM NOTES:

- FIRE SUPPRESSION DRAWINGS FOR CLASS I EXHAUST HOODS TO BE PREPARED BY A LICENSED FIRE SYSTEM INSTALLATION COMPANY AND WILL BE SUBMITTED BY SAME UNDER SEPARATE PERMIT. FIRE SYSTEM INSTALLATION CONTRACTOR UNDER CONTRACT THROUGH KEC. LOCATIONS OF FIRE PULL STATION(S) TO BE CONFIRMED WITH FIRE MARSHALL PRIOR TO ROUGH-IN.

SHEET SCHEDULE

- FS-0 COVER SHEET/NOTES
- FS-1 FOOD SERVICE PLAN
- FS-2 ELECTRICAL PLAN
- FS-3 PLUMBING PLAN
- FS-4 BACKING/SPECIAL CONDITIONS
- FS-5 ELEVATIONS
- FS-6 HOOD DRAWING
- FS-6.1 HOOD DRAWING

PRINCIPALS

ARCHITECT

GLASS ARCHITECTS
200 E STREET SUITE 100
SANTA ROSA, CA 95404

OWNER

COUNTY OF SONOMA

KITCHEN DESIGNER

MYERS RESTAURANT SUPPLY, INC.
ROBERT MATHIS
1599 CLEVELAND AVE.
SANTA ROSA, CA 95401
707-570-1200

SITE CONDITIONS

POWER AVAILABLE: 208/3 VERIFY
GAS TYPE: NATURAL GAS
STRUCTURE TYPE: SINGLE STORY
NEW CONSTRUCTION OR REMODEL: TENANT IMPROVEMENT
CEILING HEIGHT AT COOKLINE AREA: 9'-6" VFY
CEILING HEIGHT IN BACK OF HOUSE AREA: 9'-0" VFY
HEIGHT TO BOTTOM OF TRUSS OR BEAM: 12'-0" VFY
KITCHEN CEILING TYPE: T-BAR
ROOF TYPE: FLAT MECHANICAL WELL, CONFIRM
STATE: CA COUNTY: SONOMA COUNTY
OVERALL SQUARE FOOTAGE: 463 SQ.FT.
LINEAL FT DRY STORAGE: XX L.F.

NOTE: PRINCIPALS TO REVIEW & ADVISE IF CONDITIONS VARY

SCOPE OF WORK

TENANT IMPROVEMENTS TO CURRENT CODE COMPLIANCE

SCOPE OF FOOD SERVICE

EVENT CENTER FOR MEMBERS AND GUESTS, BUFFET STYLE SELF SERVICE.

ABBREVIATIONS

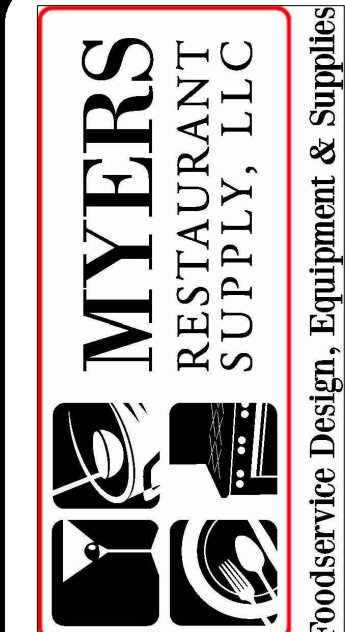
&	AND	BTC	BRANCH TO CONNECTION	FIN	FINISH	HVAC	HEATING, VENTILATION, AIR CONDITIONING	NOM	NOMINAL	SMS	SHEET METAL SCREW
∠	ANGLE	CLG	CEILING	FLR	FLOOR			NTS	NOT FOR SALE	SPD	SEE PLUMBING DRAWINGS
@	AT	COL	COLUMN	FOC	FURNISHED BY OWNER,	ID	INSIDE DIMENSION	OC	ON CENTER	SPEC	SPECIFICATIONS
⊕	CENTER LINE	COMP	COMPOSITE		INSTALLED BY CONTRACTOR	INT	INTERIOR	OD	OUTSIDE DIAMETER	S/S	STAINLESS STEEL
∅	DIAMETER	CONT	CONTINUOUS	FOS	FACE OF STUD	L	LENGTH	PDP	POWER DRIVEN PIN	STD	STANDARD
°	DEGREE	CPT	CARPET	FOSTL	FACE OF STEEL	LAV	LAVATORY	PH	PANIC HARDWARE	STL	STEEL
⌈	PLATE OR PROPERTY LINE	DBL	DOUBLE	FSEC	FOOD SERVICE EQUIPMENT CONTRACTOR	LF	LINEAR FOOT/FEET	PLF	PER LINEAL FOOT	STS	SELF TAPPING SCREW
#	POUND OR NUMBER	DET	DETAIL	FRP	FIBERGLASS REINFORCED PANEL	LH	LEFT HAND	PLAM	PLASTIC LAMINATE	T&G	TONGUE & GROOVE
■	SQUARE FOOT	DIM	DIMENSION	FT	FOOT OR FEET	LHR	LEFT HAND REVERSED	PLYWD	PLYWOOD	TOB	TOP OF WALK-IN BOX
AB	ANCHOR BOLT	DSA	DIVISION OF STATE ARCHITECT	FTG	FOOTING	MAX	MAXIMUM	PR	PAIR	TOP	TOP OF PAVEMENT
ACOUS	ACOUSTIC	DWG	DRAWING	GA	GAUGE	MB	MACHINE BOLT	PSF	POUNDS PER SQUARE FOOT	TOF	TOP OF FLOOR
ACT	ACOUSTIC CEILING TILE	DCO	DUPLEX CONVENIENCE OUTLET	GALV	GALVANIZED	MECH	MECHANICAL	REINF	REINFORCING	TOS	TOP OF SLAB/STEEL
ACH	ABOVE COUNTER HEIGHT	(E)	EXISTING	GSM	GALVANIZED SHEET METAL	MFR	MANUFACTURER	RHWS	ROUND HEAD WOOD SCREW	TOW	TOP OF WALL
AFF	ABOVE FINISHED FLOOR	EA	EACH	GWB	GYPSON WALLBOARD	MIN	MINIMUM	RHR	RIGHT HAND REVERSED	TS	TUBE STEEL
ALUM	ALUMINUM	ELECT	ELECTRICAL	GYP	GYPSON	MISC	MISCELLANEOUS	RM	ROOM	TYP	TYPICAL
ARCH	ARCHITECTURAL, ARCHITECT	EQ	EQUAL	H	HEIGHT	MIW	MAL IRON WASHER	RO	ROUGH OPENING	UNO	UNLESS NOTED OTHERWISE
BD	BOARD	EXT	EXTERIOR	HGT	HEIGHT	MOD	MODULAR	RWL	RAINWATER LEADER	VCT	VINYL
BLDG	BUILDING	(F)	FUTURE	HB	HOSE BIB	MTD	MOUNTED	SCD	SEE CIVIL DRAWINGS	VERT	VERTICAL
BLKG	BLOCKING	FE	FIRE EXTINGUISHER	HHS	HEX HEAD SCREW	MTL	METAL	SCH	SECTION	W	WIDTH
BM	BEAM	FEC	FIRE EXTINGUISHER CABINET	HM	HOLLOW METAL	(N)	NEW	SED	SEE ELECTRICAL DRAWINGS	W/	WITH
BOT	BOTTOM	FHWS	FLAT HEAD WOOD SCREW	HORIZ	HORIZONTAL	NIC	NOT IN CONTRACT	SIM	SIMILAR	WD	WOOD
								SMD	SEE MECHANICAL DRAWINGS		

DISCLAIMER

MYERS RESTAURANT SUPPLY, INC. (MRS, INC.) DOES NOT REPRESENT THEMSELVES AS PROFESSIONAL ARCHITECTS OR ENGINEERS. THESE PLANS ARE NOT PROVIDED AS A RESULT OF AN AGREEMENT FOR THOSE PURPOSES. THESE PLANS ARE PROVIDED ON BEHALF OF THE PROJECT OWNER FOR THE CONVENIENCE OF THE PROJECT ARCHITECT OR ENGINEER AND THE CONTRACTORS TO LOCATE THE FOOD SERVICE EQUIPMENT AND THEIR RELEVANT UTILITIES AND TO ASSIST THE ENVIRONMENTAL HEALTH DEPARTMENT IN ACCESSING THE RELEVANT SUBMITTAL INFORMATION. CURRENT TECHNICAL INFORMATION HAS BEEN UTILIZED AND MRS, INC. WILL ASSIST IN THE RESUBMITTAL IN THE EVENT A PRODUCT OR SPECIFICATION HAS NOT MET CURRENT CODE. THE OWNER WILL CONFIRM TO THE ELECTRICIAN AND PLUMBER UTILITY REQUIREMENTS FOR OWNER SUPPLIED EQUIPMENT AND VENDOR SUPPLIED EQUIPMENT. CONTRACTORS MUST VERIFY UTILITY LOCATIONS AND APPLICABILITY TO THE BUILDING PRIOR TO COMMENCEMENT OF WORK. DISCREPANCIES ARE TO BE REVIEWED, ADJUSTED AND SIGNED OFF PRIOR TO WORK. SUBCONTRACTOR ALLOWANCES OR BACK CHARGES WILL NOT BE ACCEPTED. QUALITY OF WORK, JOB SITE CONDITIONS, LABOR DISPUTES OR CONTRACTORS AND ADHERENCE TO CODES ARE THE RESPONSIBILITY OF OTHERS. MRS IS NOT RESPONSIBLE FOR ADA (AMERICAN DISABILITIES ACT) REQUIREMENTS NOR TITLE 24 ENERGY CONSERVATION REQUIREMENTS. THESE PLANS REMAIN THE PROPERTY OF MRS, INC. UNTIL ASSIGNED TO PROJECT CLIENT.

Myers Restaurant Supply, LLC
1599 Cleveland Ave
Santa Rosa, CA 95401
707-570-1200
Meredith Gray
JULY 14, 2016

ISSUED 07-14-16



- Santa Rosa
- Costa Mesa
- N.Y. Metro
- S.F. Bay Area

Foodservice Design, Equipment & Supplies

SONOMA VETERANS MEMORIAL BUILDING
126 FIRST STREET WEST
SONOMA, CA 95476

FOODSERVICE EQUIPMENT

COVER SHEET

APPROVED

DATE
DESIGNED BY: BM
DRAWN BY: GRD/JD
SCALE

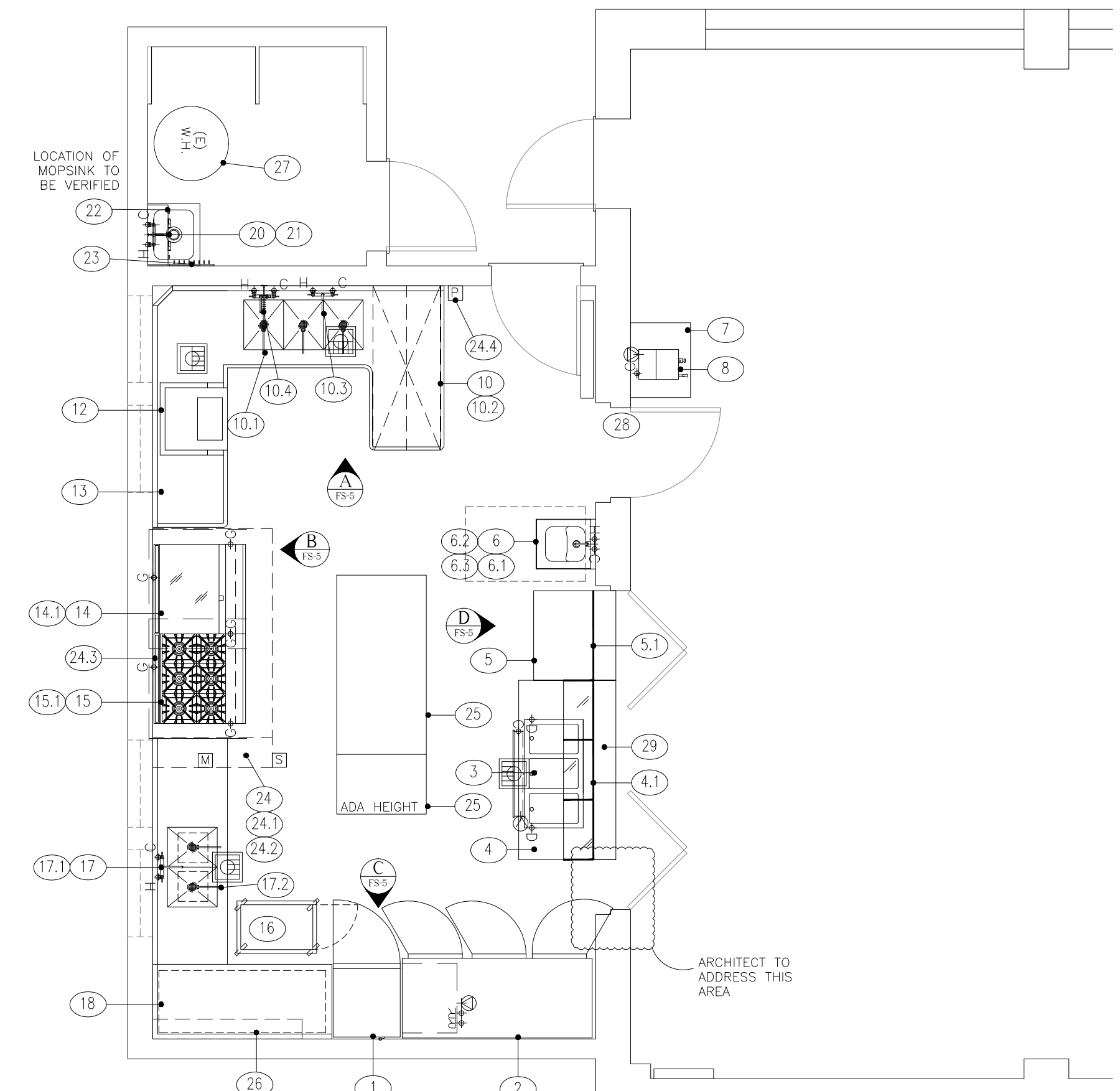
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FS-0

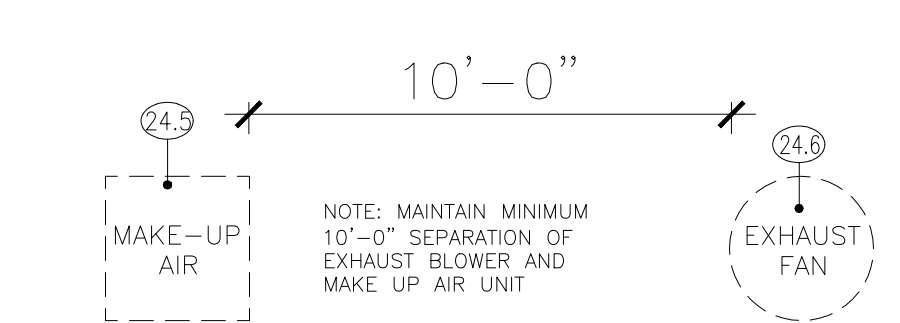
ITEM NO	QTY	EQUIPMENT CATEGORY	MANUF'R	MODEL NUMBER	FSEC	RELOCATE	EXISTING	OWNER	VENDOR	G.C.	AMPS	KW	VOLTS	PHASE	HP	DIRECT	PLUG	ELECTRICAL AFF (IN)	NEMA	ITEM NO	COLD WATER SIZE (IN)	COLD WATER AFF (IN)	HOT WATER SIZE (IN)	HOT WATER AFF (IN)	INDI. DRAIN SIZE (IN)	INDI. DRAIN AFF (IN)	GAS SIZE (IN)	GAS AFF (IN)	MBTUH	EQUIPMENT REMARKS	ITEM NO	
1	1	FREEZER, REACH-IN	DELFIELD	6125XL-S	X						9.0		115	1	0.50	X	84	5-15P		1									REQUIRES DEDICATED ELECTRICAL OUTLET	1		
2	1	REFRIGERATOR, REACH-IN	DELFIELD	6076XL-S	X						16.0		115	1	0.25	X	84	5-20P		2									REQUIRES DEDICATED ELECTRICAL OUTLET	2		
3	1	FOOD WARMER	WELLS	MOD-300TDM	X						11.9		208/240	3		X	14			3								INCOMING HOT WATER 120°, MAXIMUM FIELD CONVERSION BY ELECTRICIAN	3			
4	1	S/S CABINET WITH INTEGRAL PASS SHELF	CUSTOM	CUSTOM FAB	X															4								S/S CABINET, 27 1/2x34" WITH TABLE TOP CLOUT FOR DROP-IN HOT WELL, INTEGRAL PASS SHELF 9" W/27 1/2x34"	4			
4.1	1	SNEEZEGUARD	ADM		X															4.1								SEE DETAIL SHEET FS-1	4.1			
5	1	S/S CABINET WITH INTEGRAL PASS SHELF	CUSTOM	CUSTOM FAB	X															5								S/S CABINET, 36" x 34" INTEGRAL PASS SHELF 9" W/36" x 34" S/S LEGS WITH BULLET FEET	5			
5.1	1	ADA SNEEZEGUARD	ADM		X															5.1								SEE DETAIL SHEET FS-1	5.1			
6	1	HAND SINK	ADVANCE	7-PS-41	X															6	0.5	16	0.5	16	1.5					6		
6.1	1	FAUCET	FISHER	1996	X																											
6.2	1	SOAP DISPENSER	OWNER					X																								
6.3	1	PAPER TOWEL DISPENSER	OWNER					X																								
7	1	S/S WORK TABLE	ADVANCE	MS-303	X															7												
8	1	COFFEE BREWER	FETCO	CBS-51H-15	X						15.8	1.9	120	1		X	54			8	0.375	48										
9	--	SPARE NUMBER																		9												
10	1	CLEAN DISHTABLE W/THREE COMPARTMENT SINK, L-SHAPED	ADVANCE	CUSTOM	X															10					1.5				16x20x12 SINK W/LEVER WASTE SUPPORT BRACKET.	10		
10.1	3	LEVER WASTE	FISHER	22209	X															10.1												
10.2	1	S/S DUAL SIDED SLANT RACK; TABLE MOUNT	CUSTOM	CUSTOM FAB	X															10.2												
10.3	1	FAUCET	FISHER	13269	X															10.3	0.5	16	0.5	16								
10.4	1	PRE-RINSE UNIT WITH FAUCET	FISHER	34479	X															10.4	0.5	16	0.5	16								
11	--	SPARE NUMBER																		11												
12	1	DISHWASHER	HOBART	LT1-1	X						14.0		120	1	0.75	X	60			12					1.5				INCOMING HOT WATER 120°, MIN; MAXIMUM SUPPLY CIRCUIT 20 AMPS	12		
13	1	DISHTABLE, CLEAN	ADVANCE	CUSTOM	X															13												
14	1	GRIDDLE W/OVEN	SOUTHBEND	S36D-3G	X															14						0.75	18	99				
14.1	1	MOVEABLE GAS CONNECTOR	DORMONT	1675KIT48	X															14.1												
15	1	SIX BURNER RANGE W/OVEN	SOUTHBEND	S36D	X															15						0.75	18	203				
15.1	1	MOVEABLE GAS CONNECTOR	DORMONT	1675KIT48	X															15.1												
16	1	UTILITY CART	NEW AGE	97142	X															16												
17	1	S/S WORK TABLE W/SINK	ADVANCE	KMS-305	X															17					1.5				16x20x12 SINK W/LEVER WASTE SUPPORT BRACKET.	17		
17.1	1	FAUCET	FISHER	13269	X															17.1	0.5	16	0.5	16								
17.2	1	LEVER WASTE	FISHER	22209	X															17.2												
18	1	S/S WORK TABLE	ADVANCE	KMS-304	X															18									WITH 5" LEFT SIDE SPLASH	18		
19	--	SPARE NUMBER																		19												
20	1	MOP SINK	ADVANCE	9-OP-40	X															20												
21	1	SERVICE SINK FAUCET	FISHER	8253	X															21	0.5	36	0.5	36		2						
22	1	UTILITY SHELF	ADVANCE	K-245	X															22												
23	1	MOP/BROOM HOLDER	CARLISLE	4073100	X															23												
24	1	CANOPY HOOD W/PSP CLASS 1	CAPTIVEAIRE	5424ND-2-PSP-F	X															24												
24.1	1	ENERGY MANAGEMENT SYSTEM	CAPTIVEAIRE		X															24.1												
24.2	1	FIRE SUPPRESSION SYSEM	CAPTIVEAIRE		X															24.2												
24.3	1	LT WALL LINING (FULL WALL)	CAPTIVEAIRE		X															24.3												
24.4	1	FIRE PULL STATION	CAPTIVEAIRE		X															24.4												
24.5	1	MAKE-UP AIR	CAPTIVEAIRE	A1G10	X						3.4		120	3	1	X				24.5	0.5	ROOF										
24.6	1	EXHAUST FAN	CAPTIVEAIRE	NCA16FA	X						2.5		120	3	0.75	X				24.6												
25	1	WORK TABLE; MAPLE TOP	OWNER		X															25												
26	1	CABINET; WALL MOUNTED	OWNER		X															26												
27	1	WATER HEATER	OWNER		X						VFY		VFY	V	VFY	X				27	VFY	VFY					VFY	VFY	VFY	SPECIFICATION BY M.E. UPGRADE IF NEEDED	27	
28	1	SPLIT SWING DOOR	OWNER		X															28												
29	1	TRAY SLIDE	CUSTOM		X															29												

NOTE: CLIENT TO REVIEW WITH ARCHITECT FOR THE FINAL LOCATION OF ALL POS, PRINTERS, TELEVISIONS, TELEPHONES, AUDIO/VIDEO EQUIPMENT, SECURITY, LIGHTING SWITCHES, OFFICE EQUIPMENT, COMPUTER LINE RUNS, TIME CARDS AND TIME CLOCKS. THESE COMPONENTS ARE TO BE REFLECTED ON ELECTRICIAN'S PLANS GENERATED BY ELECTRICAL ENGINEER.

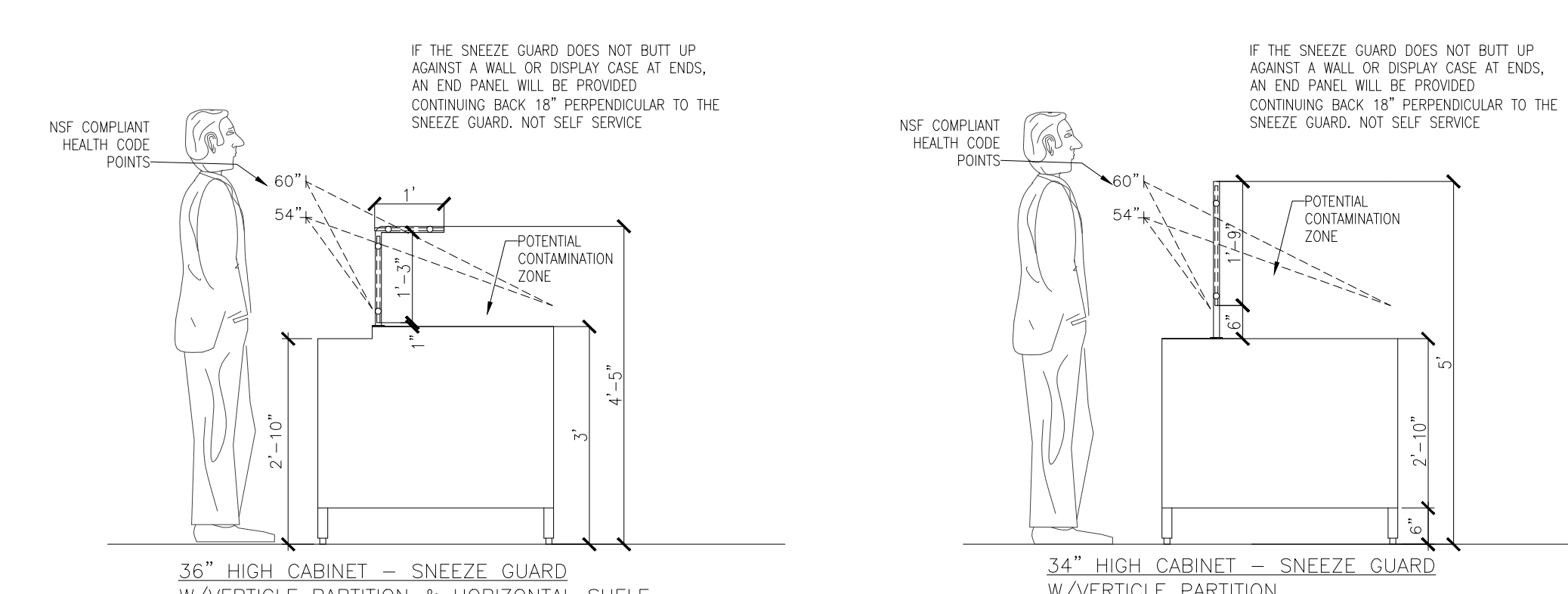


FLOOR PLAN
SCALE: 1/4" = 1'-0"

LEGEND	ABBREVIATIONS
FULL HEIGHT WALLS & PARTITIONS	FSEC=FOOD SERVICE EQUIPMENT CONTRACTOR
STUB WALLS & CURBS (VERIFY HEIGHT)	PC=PLUMBING CONTRACTOR
ITEM NUMBER IDENTIFICATION SYMBOLS	EC=ELECTRICAL CONTRACTOR
ELEVATION SYMBOLS	GC=GENERAL CONTRACTOR
PLUMBING MARK SYMBOL (SEE PLUMBING PLAN)	O=OWNER
ELECTRICAL MARK SYMBOL (SEE ELECTRICAL PLAN)	HVAC=HEATING/VENTILATION CONTRACTOR
REVISION NUMBER	NTS=NOT TO SCALE
EQUIPMENT	EXIST=EXISTING
EQUIPMENT - ABOVE	VFY=VERIFY
EQUIPMENT - HIDDEN	V.I.F.=VERIFY IN FIELD



REMOTE EQUIPMENT
SCALE: 1/4" = 1'-0"



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Foodservice Design, Equipment & Supplies

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SONOMA, CA 95476

FOODSERVICE EQUIPMENT
FLOOR PLAN

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SHEET
FS-1

ELECTRICAL NOTES

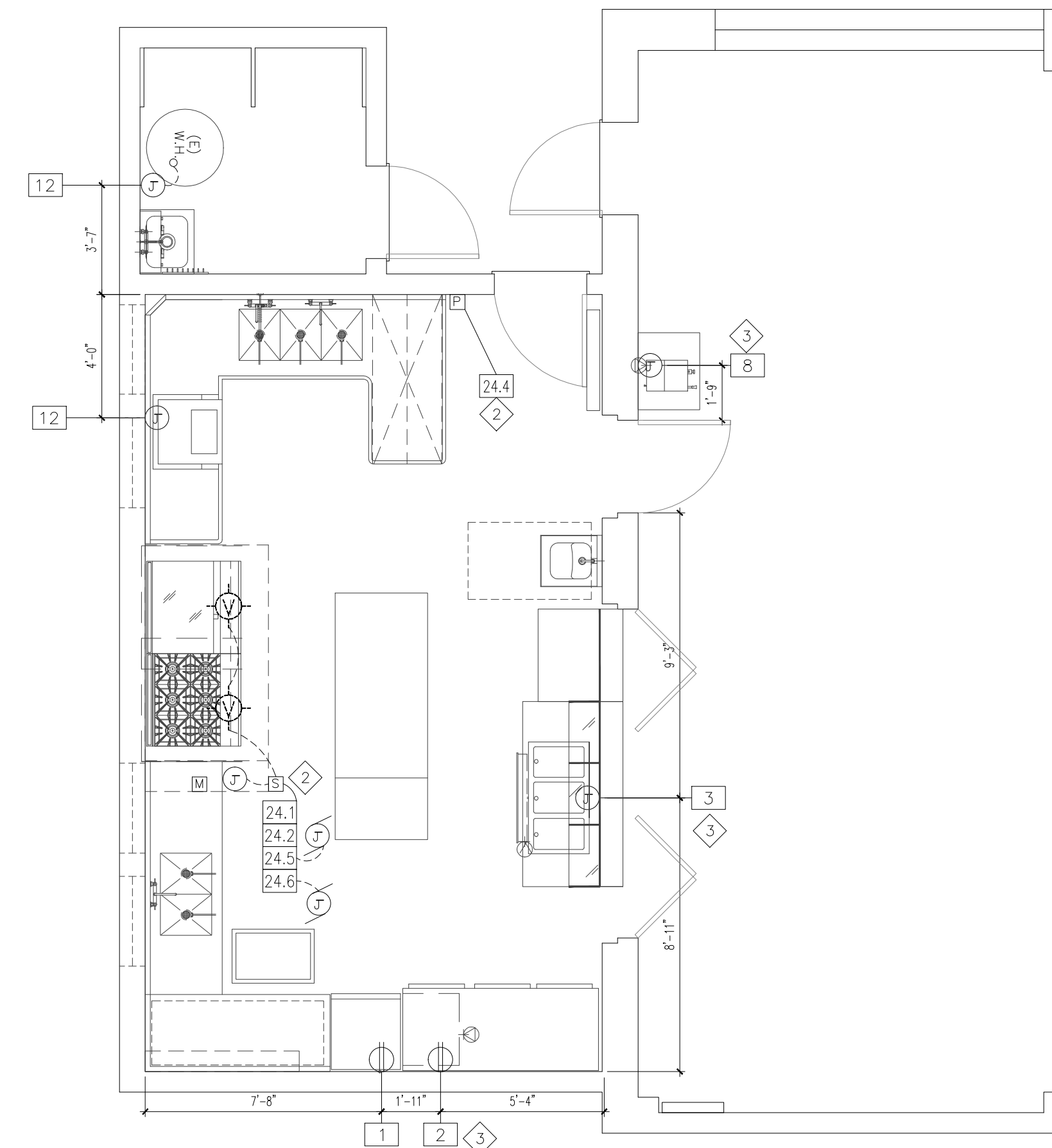
NOTE: REFER TO FSEC LAYOUT/SCHEDULE TO CONFIRM EQUIPMENT SUPPLIED. THESE NOTES APPLY GENERALLY TO ALL PROJECTS INCLUDING INFORMATION ON ITEMS SUCH AS EXHAUST HOODS OR WALK-IN COOLERS THAT MAY NOT BE PRESENT ON THIS PROJECT.

- ALL ELECTRICAL CONNECTIONS SHOWN ON THE ELECTRICAL SHEET PERTAIN TO FOOD SERVICE EQUIPMENT BEING SUPPLIED BY THE FSEC. ALL WORK, FINAL CONNECTIONS AND INTERCONNECTIONS TO THE EQUIPMENT INCLUDING BUT NOT LIMITED TO; PANELS, SWITCHES, MAGNETIC STARTERS, THERMAL OVERLOAD PROTECTION, CORD AND PLUGS, CONDUIT, SEAL TIGHT FLEX CONDUIT AND WIRE SHALL BE SUPPLIED BY THE EC UNLESS OTHERWISE NOTED.
- ALL CONDUIT IS TO BE IN THE WALLS, CEILING, OR FLOOR. EXPOSED CONDUIT IS NOT ALLOWED.
- EC TO PROVIDE ELECTRICAL ACCESSORIES REQUIRED FROM POINT OF STUB OUT TO POINT OF FINAL CONNECTION, INCLUDING SPECIAL PURPOSE OUTLETS. ALL "J" BOX, DCO'S AND ELECTRICAL CONNECTIONS MUST BE PROTECTED FROM AMBIENT HEAT, STEAM, AND KITCHEN ABUSE WHICH MAY AFFECT THE SAFETY OF THE FOOD SERVICE STAFF.
- OWNER/VENDOR SUPPLIED EQUIPMENT MUST BE CONFIRMED WITH OWNER PRIOR TO STARTING WORK.
- LOCATIONS AND SPECIFICATIONS ARE SUBJECT TO CHANGE UNTIL FINAL SELECTION OF MANUFACTURERS AND MODELS ARE MADE. EC TO VERIFY WITH OWNER.
- MANUFACTURERS SPECIFICATION SHEETS MUST BE REVIEWED AND CONFIRMED AS TO ACCURACY TO THE PLAN. TO CONFIRM W/ OWNER.
- LIGHTING PLAN, EMERGENCY LIGHTING AND EXIT PLAN, AND TITLE 24 ENERGY REQUIREMENTS TO BE SUPPLIED BY ARCHITECT AND INSTALLED BY EC.
- STAINLESS STEEL OUTLET COVER PLATES ARE TO BE UTILIZED IN THE FOOD SERVICE AREAS. IN OTHER AREAS, REFER TO ARCHITECT/DESIGNER PLANS.
- EXHAUST SYSTEM AND MAKE UP AIR SYSTEM SHALL BE INTERLOCKED. VERIFY WITH LOCAL CODE.
- HOOD LIGHTING TO BE INTER WIRED BY EC. LAMPS BY EC.
- FIRE SYSTEM WILL NEED MICRO SWITCHES AT TANK LOCATION OR SHUNT SWITCHES AT BREAKER FOR ANY DCO/J BOX UNDER ANY HOOD, BY EC. VERIFY WITH FIRE SYSTEM INSTALLER AND LOCAL CODE.
- REFRIGERATION CONDENSER AND COMPRESSOR SHALL BE WIRED PER MANUFACTURER'S INSTRUCTIONS, INCLUDED ARE; INTER WIRE LIGHTS AND SWITCHES (LAMPS BY EC), DOOR HEATERS, TIME CLOCKS, DRAIN LINE HEATERS, SOLENOID VALVES, DEFROST RELAYS, AND ANY ADDITIONAL MATERIALS TO COMPLETE AN OPERABLE SYSTEM. DISCONNECT SWITCHES FOR EACH COMPRESSOR ARE REQUIRED.
- ICE MACHINE TO BE WIRED TO REMOTE LOCATION, IF APPLICABLE. SEE PLAN.
- HOT WATER SYSTEM MAY HAVE ELECTRICAL REQUIREMENTS, CONFIRM WITH PLUMBING CONTRACTOR.
- DIMENSIONS SHOWN AS +16 DENOTES 16' OFF FINISHED FLOOR. DIMENSIONS ON PLAN ARE FROM FINISHED WALL TO POINT OF CONNECTION, OR FROM POINT OF CONNECTION TO POINT OF CONNECTION. STUB AT FLOOR DENOTES UTILITY TO TERMINATE AT 4' HEIGHT UNLESS OTHERWISE NOTED.
- NEW SERVICE LOAD SHALL BE ANALYZED BY ELECTRICIAN/ENGINEER AND REVIEWED WITH LOCAL UTILITY COMPANY FOR ANY FUTURE OR IMMEDIATE NEEDS. EC SHALL ORDER AND EXPEDITE ANY UPGRADED EQUIPMENT NEEDED AND KEEP FSEC INFORMED ON INSTALLATION TIMING.
- SYSTEM DRAWINGS OR DIAGRAMS, IF REQUIRED, WILL BE PROVIDED BY EC. IF NONE EXIST AT TIME OF BID CONFIRM IN WRITING.
- CHECK ARCHITECTS PLAN FOR AUXILIARY EQUIPMENT AND SYSTEMS; P.D.S., SOUND SYSTEMS, TELEVISION, LIVE MUSIC SYSTEM (AND LIGHTING), REASTATS FOR HOOD LIGHTING, VACUUM OUTLETS IN DINING ROOM, ETC. KITCHEN DESIGNER HAS MADE EVERY EFFORT TO SHOW THE SYSTEMS APPLICABLE TO FOOD SERVICE. THE OWNER MAY OPT TO ADD UTILITY OUTLETS AS NEEDED.

ELECTRICAL PROJECT NOTES

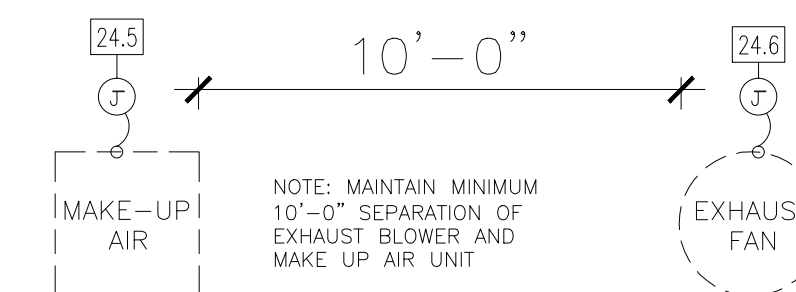
- TRADES TO CONFIRM UTILITY REQUIREMENTS FOR ALL OWNER/VENDOR/EXISTING EQUIPMENT PRIOR TO ROUGH-IN.
- CODE REQUIRES THAT WHEN THE FIRE SUPPRESSION SYSTEM IS ACTIVATED, ALL EQUIPMENT BELOW HOOD SHUT-OFF INCLUDING ALL GAS AND ELECTRIC APPLIANCES AND THE MAKE UP AIR SYSTEM. THE EXHAUST FAN MUST CONTINUE RUNNING. GAS VALVE 2" OR SMALLER PROVIDED WITH THE FIRE SUPPRESSION SYSTEM. E.C. TO WIRE OUTLETS TO MICRO SWITCHES AT SUPPRESSION SYSTEM TANK CONTROLS OR PROVIDE SHUT SWITCHES.
- DIMENSIONS FOR ABOVE GROUND ROUGH IN'S FOR ELECTRICAL & PLUMBING ARE TAKEN FROM CENTER OF KNOWN FEATURES SUCH AS EXISTING COLUMNS OR FROM INSIDE OF FINISHED WALLS, UNO. UNDERGROUND DIMENSIONS MAY BE TAKEN FROM CENTERLINE OF EXTERIOR WALLS IF CONSTRUCTION ON WALLS IS NOT EXPECTED TO BE COMPLETED AT THE TIME OF FLOOR SINK ROUGH-IN. TRADES ARE RESPONSIBLE FOR NOTIFYING FSEC OF DISCREPANCIES IN DIMENSIONS AS SOON AS THEY ARE DISCOVERED.

ELECTRICAL LEGEND	
	SINGLE OUTLET
	DUPLEX OUTLET
	JUNCTION BOX (ON WALL)
	JUNCTION BOX (MOTOR)
	QUAD OUTLET
	JUNCTION BOX STUB FROM FLOOR & BRANCH TO OUTLETS (B.T.O.)
	STUB OUTLET FROM FLOOR
	CONNECTION POINT (ON FIXTURE) WIRING BY E.C.
	SOLENOID & TEMP. CONTROLS SWITCH
	VAPOR PROOF LIGHT FIXTURE
	LED LIGHT FIXTURE
	INCANDESCENT LIGHT FIXTURE
	TIME CLOCK
	MICROSWITCH SHUT OFF
	TELEPHONE/DATA CABLE
	FIRE PULL STATION
	FIRE SYSTEM MICRO SWITCH
	ROTATE OUTLET 90°
	DUPLEX CONVENIENCE OUTLET



ELECTRICAL PLAN

SCALE: 1/4" = 1'-0"



REMOTE EQUIPMENT

SCALE: 1/4" = 1'-0"

NOTE: DIMENSIONS ON UTILITY PAGES ARE PROVIDED FROM FINISHED WALLS AS ALL CONSTRUCTION IS COMPLETE. TRADES TO SITE VERIFY EXISTING UTILITIES & REUSE EXISTING CONNECTIONS WHEREVER POSSIBLE.

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FOODSERVICE EQUIPMENT
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FS-2

HOT WATER DEMANDS

Fill in Applicable Fixtures	# Units	x	GPH	=	Total GPH
3-Compartment Sink (16"x20"x12")	3 (basins)		21	=	63
Hand Sink	1		5	=	5
Mop Sink	1		15	=	15
Prep Sink	2		5	=	10
Dishwasher	1		37	=	37
Pre-rinse Unit	1		45	=	45
TOTAL GPH					= 175

175 TOTAL GPH x 100 % (See sizing requirements below) = 140 GHP Required

COMPUTING THE BTU INPUT (gas water heaters)

175 GPH required x 60° rise x 11 = 92400 BTU input of water heater

FORMULA FOR ELECTRIC WATER HEATERS

175 GPH required x .149 = 21 KW input

SIZING REQUIREMENTS FOR STORAGE WATER HEATERS (not instantaneous water heaters)

Food facilities with multi service eating utensils, heavy use (serving 3 meals a day)	100%
Food facilities with multi service seating utensils, moderate use	90%
*Food facilities with single-service eating utensils, or don't use utensils at all	80%

Food facilities that sell only prepackaged foods. A water heater with a minimum storage capacity of 10 gallons must be provided.

UTENSIL SINKS

18" x 18" 14 gallons per compartment
24" x 24" 25 gallons per compartment

Custom sink sizes can be calculated using the following formula:

Length (ft) x Width (ft) x Depth (ft) x 7.5 = gallons per compartment

BAR SINKS	HAND SINKS
6 gallons per compartment	5 gallons per sink
PRE-RINSE UNITS	CLOTHES WASHERS
Hand spray type 45 gallons	9 and 12 lb. Washers 45 gallons
Other type: Refer to manufacturer's Specifications for the equipment	16 lb. Washers 60 gallons

FOOD PREPARATION SINKS

5 gallons per sink or facility

JANITORIAL SINKS & GARBAGE CAN WASH FACILITIES

15 gallons per sink or facility

Refer to manufacturer's specifications for the equipment or NSF® listing.

EMPLOYEE SHOWER

20 gallons per shower

OTHER FIXTURES THAT USE HOT WATER

Refer to manufacturer's specifications for the equipment or NSF® listing.

INSTANTANEOUS WATER HEATERS

Instantaneous water heaters must be sized to provide hot water at or at least 120°F and at a rate of at least 2 GPM to each sink (hand sinks must receive at least 1/2 GPM). NSF listings are used to determine the minimum GPM hot water demand for automatic dishwashers.

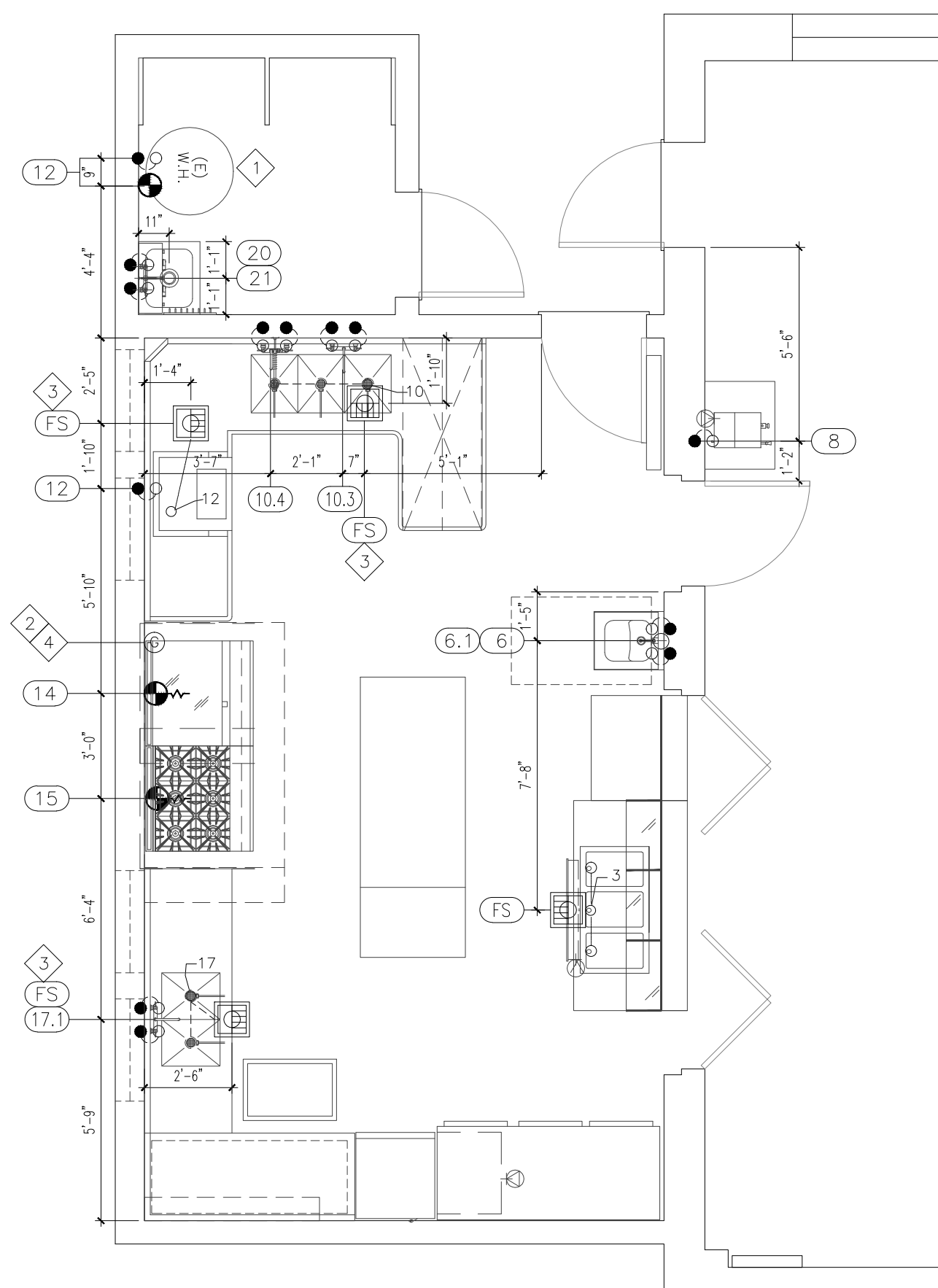
For additional information on sizing and installation of water heaters, see Guidelines for Sizing Water Heaters available at the Division of Environmental Health.

PLUMBING PROJECT NOTES

- TRADES TO CONFIRM UTILITY REQUIREMENTS FOR ALL OWNER/VENDOR/EXISTING EQUIPMENT PRIOR TO ROUGH-IN.
- CODE REQUIRES THAT WHEN THE FIRE SUPPRESSION SYSTEM IS ACTIVATED, ALL EQUIPMENT BELOW HOOD SHUT-OFF INCLUDING ALL GAS AND ELECTRIC APPLIANCES AND THE MAKE UP AIR SYSTEM. THE EXHAUST FAN MUST CONTINUE RUNNING. GAS VALVE 2" OR SMALLER PROVIDED WITH THE FIRE SUPPRESSION SYSTEM. E.G. TO WIRE OUTLETS TO MICRO SWITCHES AT SUPPRESSION SYSTEM TANK CONTROLS OR PROVIDE SHUT SWITCHES.
- FS INDICATES LOCATIONS FOR FLOOR SINKS. FLOOR SINKS ARE PROVIDED & INSTALLED BY THE P.C. PER LOCAL CODE REQ. P.C. TO VERIFY WHETHER FLOOR SINKS ARE TO BE INSTALLED FLUSH, RAISED 1" OR RAISED. SEE 'INDIRECT DRAIN SCHEDULE' ON FS-3 FOR LIST OF WHAT EQUIPMENT DRAINS TO EACH FLOOR SINK.
- GAS SHUT OFF VALVE TO BE SIZED AND LOCATED BY MECHANICAL ENGINEER.

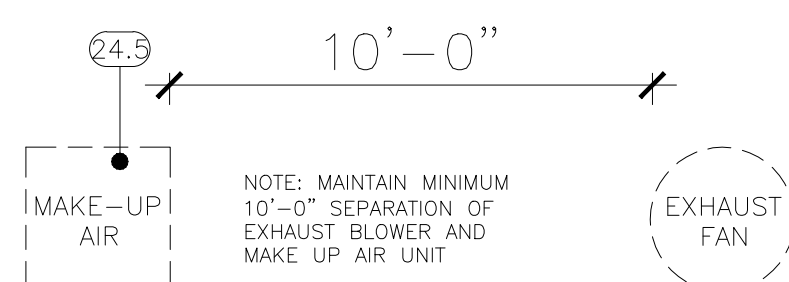
PLUMBING LEGEND

	GAS CONNECTION
	GAS CONNECTION WITH QUICK DISCONNECT
	HOT & COLD WATER W/DIRECT DRAIN
	HOT & COLD WATER SUPPLY
	HOT OR COLD WATER SUPPLY
	FILTERED WATER FROM OTHER LOCATION
	WASTE (DIRECT CONNECTED)
	DRAIN (INDIRECT CONN. TO FS BY OTHERS)
	FLOOR DRAIN (FD)
	FLOOR SINK WITH HALF GRATE
	FLOOR DRAIN TROUGH WITH GRATING
	HOSE BIBB (HB)
	GREASE TRAP (FLUSH WITH FLOOR)
	EXHAUST DUCT CONNECTION
	AIR SUPPLY DUCT CONNECTION
	REFRIGERATION ROUGH-IN CONNECTION
	CONDENSER WATER SUPPLY & RETURN
	SLEEVE FOR REFRIGERATION/SODA LINES



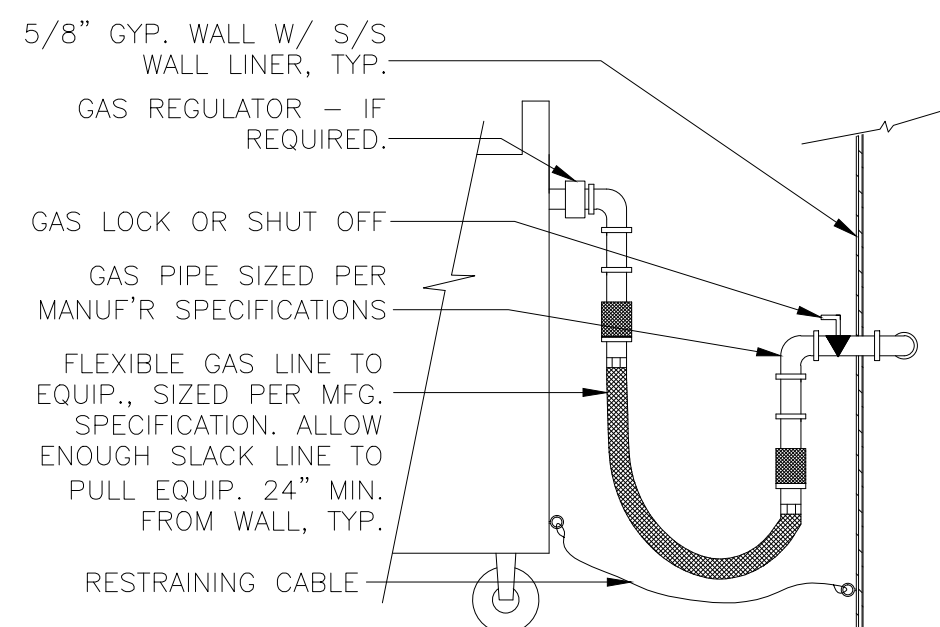
PLUMBING PLAN

SCALE: 1/4" = 1'-0"



REMOTE EQUIPMENT

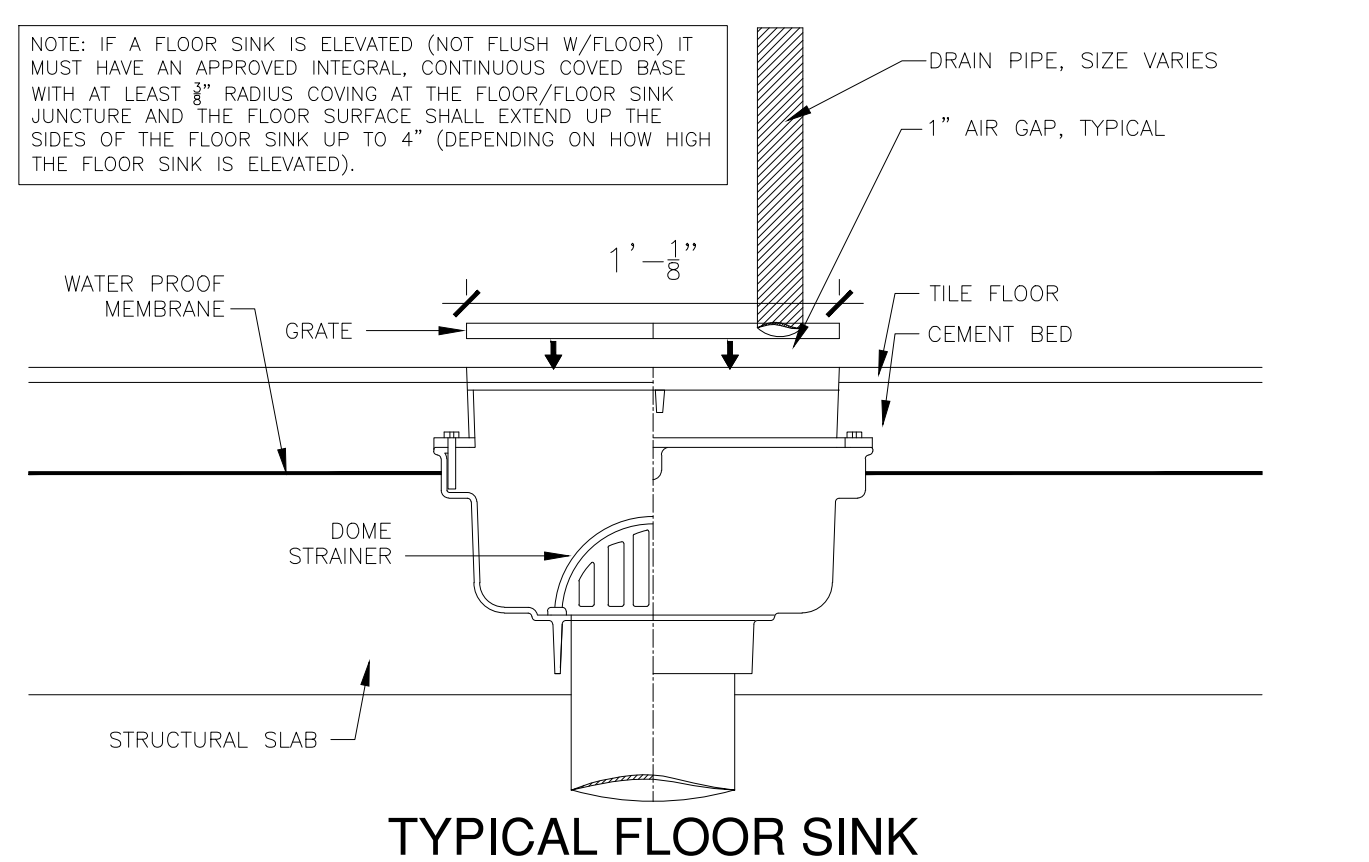
SCALE: 1/4" = 1'-0"



TYPICAL GAS CONNECTION
N.T.S.

GAS CONNECTION FOR CASTORED EQUIPMENT, TYP.

ITEM #	QTY.	DESCRIPTION
14	1	GRIDDLE
15	1	6 BURNER



TYPICAL FLOOR SINK

PLUMBING NOTES

NOTE: REFER TO FSFC LAYOUT/SCHEDULE FOR SPECIFIC EQUIPMENT TO BE SUPPLIED ON THIS PROJECT. THESE NOTES APPLY GENERALLY TO ALL PROJECTS AND INCLUDE INFORMATION, SUCH AS EXHAUST SYSTEMS AND WALK-IN COOLER, WHICH MAY NOT BE SUPPLIED ON THIS PROJECT.

- ALL ROUGH-IN CONNECTIONS SHOWN ON THE PLUMBING SHEET PERTAIN ONLY TO THE EQUIPMENT BEING SUPPLIED BY THE FSFC. MISC. FAUCETS, SHUT OFF VALVES, MIXING VALVES, PRESSURE REGULATORS, GREASE TRAPS, WATER HEATER PREHEAT REDUCING VALVES, TAIL PIECES AND INDIRECT/DIRECT WASTE AND VENT LINES ARE INCLUDED IN THE SCOPE OF WORK UNLESS OTHERWISE NOTED ON PLAN OR PURCHASING CONTRACT.
- OWNER/VENDOR SUPPLIED EQUIPMENT MUST BE CONFIRMED WITH OWNER PRIOR TO STARTING WORK.
- PLUMBING CONTRACTOR (PC) SHALL BE RESPONSIBLE FOR ALL ROUGH-IN, INTERCONNECTIONS AND FINAL CONNECTIONS TO THE FOOD SERVICE EQUIPMENT AND OTHER SYSTEMS AS NOTED ON THE ARCH./ENG. PLANS.
- SHUT OFF VALVES SHALL BE ACCESSIBLE.
- BACK-FLOW PREVENTION DEVICE SHALL BE SUPPLIED AT ALL FAUCETS WHERE A THREADED SPOUT IS PROVIDED.
- MANUFACTURER'S SHEETS SHALL BE REVIEWED AND VERIFIED TO THE PLAN. ANY DISCREPANCIES SHALL BE BROUGHT TO DESIGNER'S ATTENTION PRIOR TO BEGINNING WORK.
- SODA SYSTEM CONDUIT CHASE, IF NEEDED, SHALL INCORPORATE LONG DIAMETER SWEEPS AT 90° JOINTS AND CONSIST OF MATERIALS MEETING CODE COMPLIANCE FOR METHOD AND LOCATION OF INSTALLATION.
- HOT WATER PIPING SHALL BE INSULATED.
- DRAIN LINES FROM ICE BINS, ICE SINKS, REMOTE REFRIGERATORS, FREEZERS, AND WALK-IN REFRIG/FREEZERS SHALL BE INSULATED AND RUN TO NEAREST FLOOR SINK. DRAIN LINES AT RISK OF FREEZING ARE TO BE WRAPPED WITH HEAT TAPE BY E.C.
- SOFTENED WATER SHALL BE SUPPLIED TO DISH MACHINES, GLASS WASHERS, STEAMERS AND ICE MACHINES. SOFTEN TO A MIN. OF 17-51 PPM (0-3 GRAINS PER GALLON) VERIFY WITH ARCHITECT/OWNER.
- GREASE TRAP/INTERCEPTOR WILL BE SIZED BY MECH. ENGINEER, LOCATED BY ARCHITECT, AND SUPPLIED BY PC.
- WATER HEATER WILL BE SIZED BY MECH. ENGINEER, LOCATED BY ARCHITECT AND PROVIDED BY PC. THE CAPACITY, BTU RATING AND RISE OF WATER TEMPERATURE WILL BE PROVIDED TO THE HEALTH PLAN CHECKER.
- FLOOR SINK INSTALLATION MUST BE VERIFIED WITH LOCAL PLAN CHECK FOR HEIGHT (FLUSH WITH FINISH FLOOR OR 1" ABOVE FF). LOCATED AS TO BE EASILY ACCESSIBLE FOR CLEANING.
- EXHAUST SYSTEM MAKEUP AIR UNIT WILL BE PROVIDED WITH WATER AND DRAIN LINE (IF ON ROOF DRAIN LINE GOES TO RAIN GUTTER), UNLESS NOTED OTHERWISE.
- PENETRATIONS AND PIPES SHALL BE FITTED WITH ESCUTCHEON COVERS, RINGS, ETC. ALL GAPS, HOLES AND SEAMS WILL BE SEALED AND CAULKED PROPERLY PER HEALTH CODE REQUIREMENTS.
- MOBILE COOKING EQUIPMENT WILL BE PROVIDED WITH QUICK DISCONNECT HOSES (AGA APPROVED) BY FSFC AND INSTALLED BY PC.
- GAS SHUT OFF VALVE WILL BE PROVIDED BY FIRE SUPPRESSION SYSTEM INSTALLER, LOCATION TO BE VERIFIED FOR EASE OF RESETTING, INSTALLED BY PC.
- GAS LINES MUST BE BLED OR AIR AND PILOT LIGHTS LIGHTED PRIOR TO FIRE SUPPRESSION TEST AND AFTER.
- SYSTEM DRAWINGS OF DIAGRAMS, IF REQUIRED, WILL BE PROVIDED BY PC. IF NONE EXIST AT TIME OF BID, CONFIRM IN WRITING WITH G.C.
- WHEN A LOW TEMPERATURE DISH MACHINE WITHOUT A BOOSTER HEATER IS SPECIFIED, A DEDICATED HOT WATER LINE CARRYING 167° WATER TO THE DISH MACHINE IS REQUIRED. ADDITIONALLY, ALL HAND SINKS MUST HAVE A MIXING VALVE. MIXING VALVE TO BE SUPPLIED BY THE P.C.
- POTABLE WATER SUPPLY TO CARBONATORS SHALL BE PROTECTED BY EITHER AN AIRGAP OR A VENTED BACKFLOW PREVENTOR FOR CARBONATED BEVERAGE DISPENSERS INSTALLED WITHIN THE CARBONATED BEVERAGE DISPENSER.
- HAND SINKS TO HAVE TEMPERED WATER AT 110°.
- DISHWASHING MACHINES THAT USE WATER SUPPLY PRESSURE FOR THE FINAL RINSE SHALL BE SUPPLIED BY A HOT WATER LINE WITH ADEQUATE FLOW PRESSURE (15 TO 25 PSI) AND A PERMANENT PRESSURE GAUGE INSTALLED IMMEDIATELY ADJACENT TO THE SUPPLY SIDE OF THE FINAL RINSE SOLENOID VALVE; IN MOST CASES A PRESSURE REGULATOR IS NEEDED. REGULATORS & WATER HAMMER ARRESTORS SUPPLIED BY P.C., UNLESS NOTED OTHERWISE.
- SODA COMPRESSORS AND CARBONATORS ARE TO BE SUPPORTED OFF THE FLOOR ON 6" CLEANABLE LEGS.
- ALL SELF-SERVICE BEVERAGE DISPENSERS MUST HAVE PUSH BUTTON OR EXTENDED LEVER DISPENSING SYSTEM.
- IF A FLOOR SINK IS ELEVATED (NOT FLUSH W/FLOOR) IT MUST HAVE AN APPROVED INTEGRAL, CONTINUOUS COVED BASE WITH AT LEAST 3/8" RADIUS COVING AT THE FLOOR/FLOOR SINK JUNCTURE AND THE FLOOR SURFACE SHALL EXTEND UP THE SIDES OF THE FLOOR SINK UP TO 4" (DEPENDING ON HOW HIGH THE FLOOR SINK IS ELEVATED).
- CONDENSATE DRAIN LINES FROM COOLER/FREEZER BOXES TO HAVE P-TRAP IN DRAIN LINE BEFORE AIR GAP.
- WHEN POT SINKS, PRE-RINSE SINKS OR DISH WASHERS ARE REQUIRED TO HAVE A DIRECT WASTE CONNECTION BY LOCAL BUILDING DEPARTMENT, P.C. TO ENSURE THAT A FLOOR SINK, THROUGH OR DRAIN IS LOCATED DOWN STREAM.

MYERS RESTAURANT SUPPLY, LLC
 Foodservice Design, Equipment & Supplies

- Santa Rosa
 - Costa Mesa
 - N.Y. Metro
 - S.F. Bay Area

NO.	REVISION	DATE

SONOMA VETERANS MEMORIAL BUILDING
 126 FIRST STREET WEST
 SONOMA, CA 95476

FOODSERVICE EQUIPMENT

PLUMBING PLAN

APPROVED

DATE

DESIGNED BY: BM

DRAWN BY: GRD/JD

SCALE: 1/4" = 1'-0"

DATE: 06.27.16

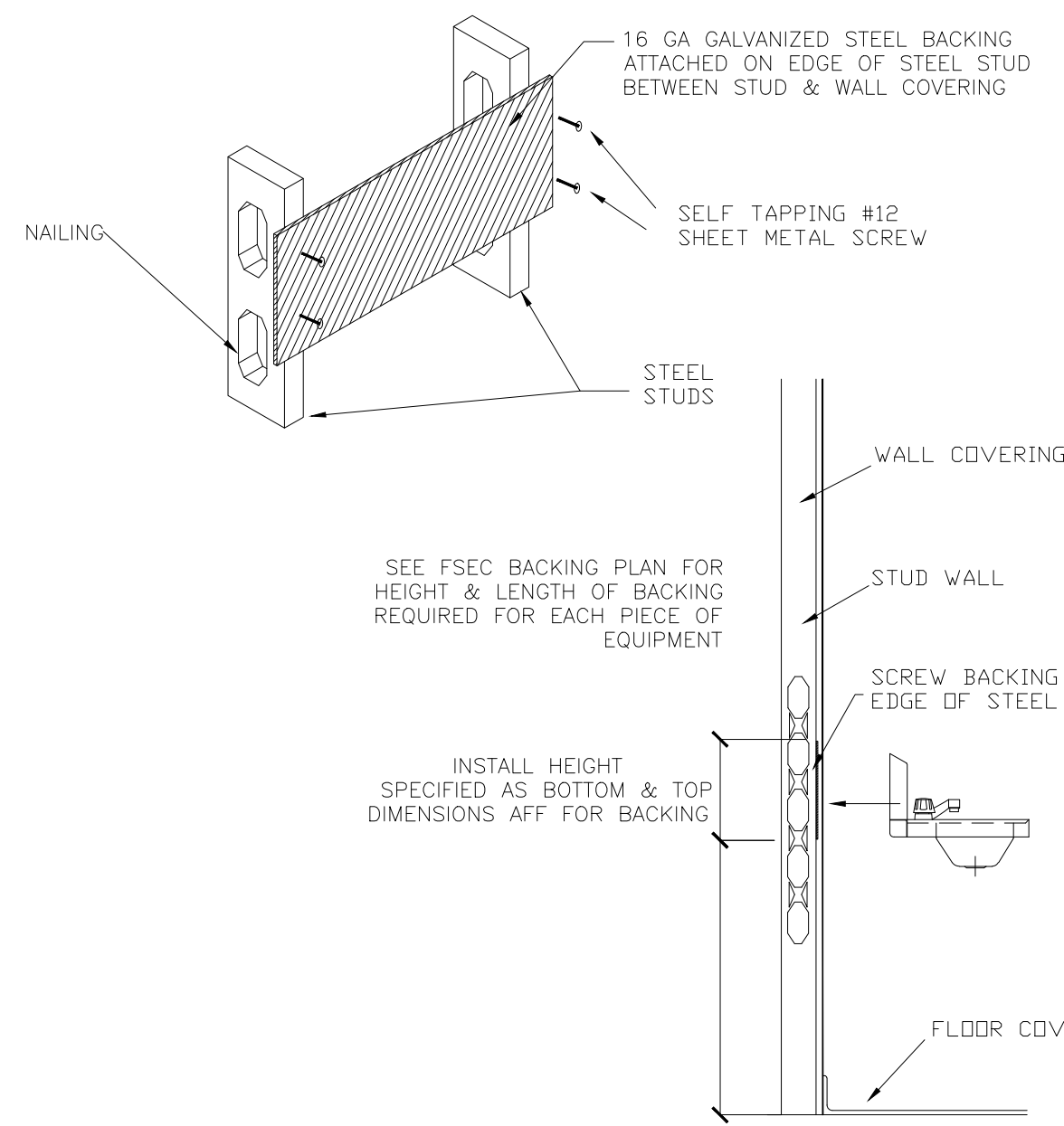
JOB NO.

SHEET

FS-3

Myers Restaurant Supply, LLC
 1599 Cleveland Ave
 Santa Rosa, CA 95401
 707-570-1200
Mered Lay
 JULY 14, 2016

ISSUED 07-14-16

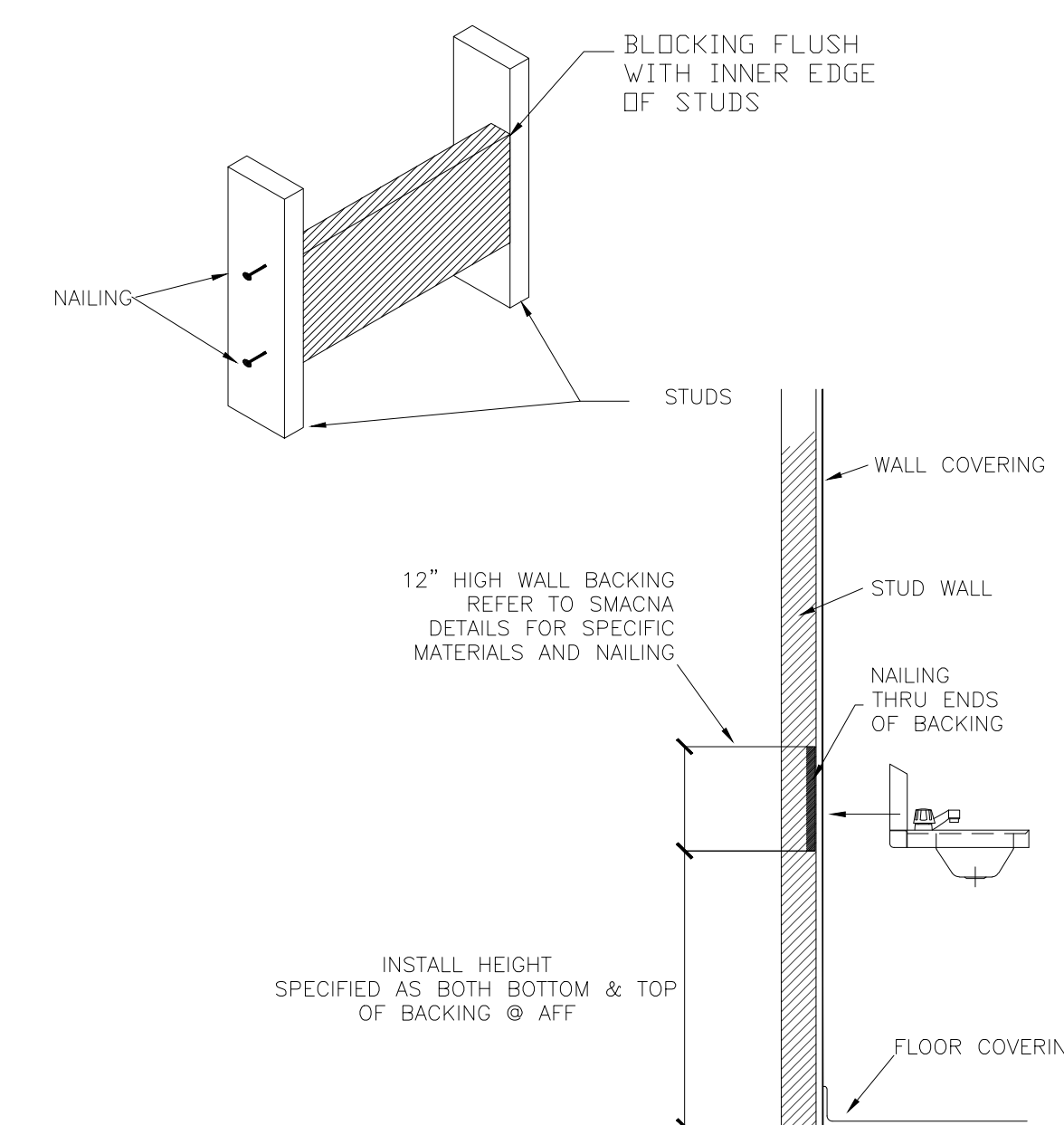


NOTE: WALL BACKING IS SHOWN AT MINIMUM DIMENSION. EXTEND BACKING TO NEXT STUD; EACH DIRECTION.

NOTE: G.C. TO PROVIDE WALL BACKING FOR WALL MOUNTED FOOD SERVICE EQUIPMENT.

SEE FSEC BACKING PLAN FOR HEIGHT & LENGTH OF BACKING REQUIRED FOR EACH PIECE OF EQUIPMENT

INSTALL HEIGHT SPECIFIED AS BOTTOM & TOP DIMENSIONS AFF FOR BACKING

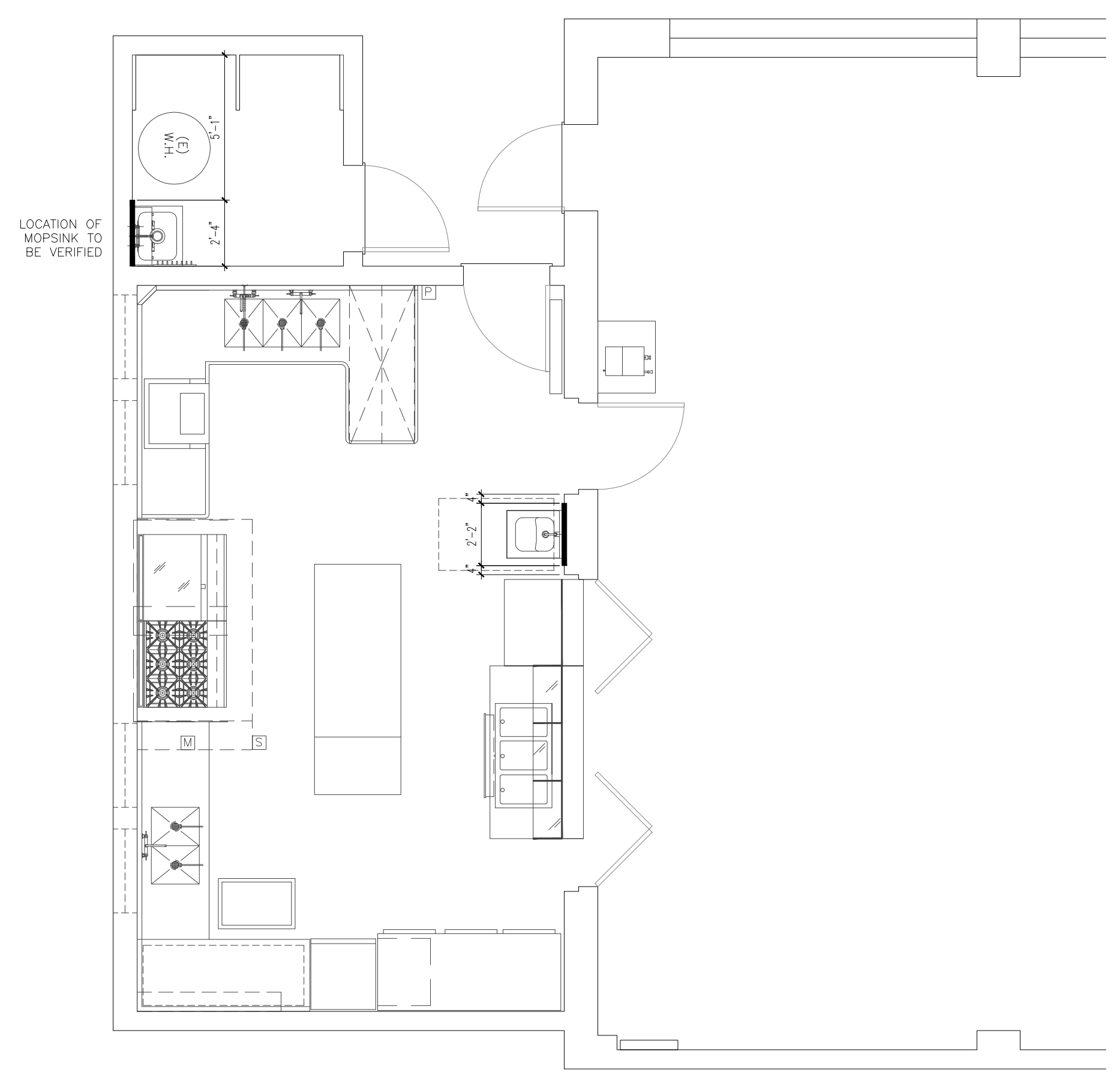


NOTE: WALL BACKING IS SHOWN AT MINIMUM DIMENSION. EXTEND BACKING TO NEXT STUD; EACH DIRECTION.

NOTE: G.C. TO PROVIDE WALL BACKING FOR WALL MOUNTED FOOD SERVICE EQUIPMENT.

NOTE: WALL BACKING TO BE 16 GA. GALV. FOR METAL FRAMED BUILDINGS. SEE SMACNA GUIDELINES FOR ACCEPTABLE ALTERNATE FOR WOOD FRAMING.

INSTALL HEIGHT SPECIFIED AS BOTH BOTTOM & TOP OF BACKING @ AFF

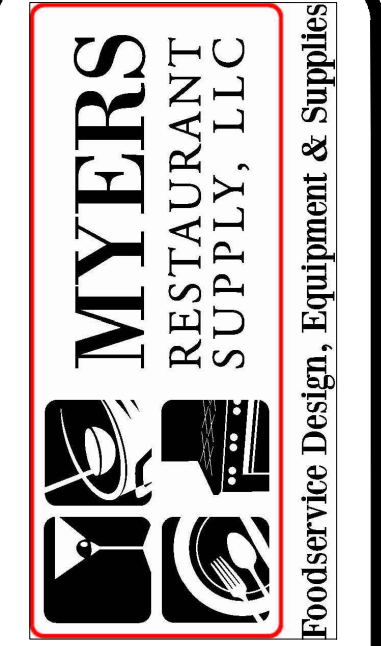


BACKING PLAN
SCALE: 1/4" = 1'-0"

BACKING LEGEND	
36" WALL SHELF	12" EMPLOYEE LOCKERS
16" SORTING SHELF	
10" HAND SINK	
36" SHELF W/POT RACK	
12" MICROWAVE SHELF	
12" POT RACK	
3" WATER FILTER	

Myers Restaurant Supply, LLC
1599 Cleveland Ave
Santa Rosa, CA 95401
707-570-1200
Marcel Gray
JULY 14, 2016

ISSUED 07-14-16



Santa Rosa
Costa Mesa
N.Y. Metro
S.F. Bay Area

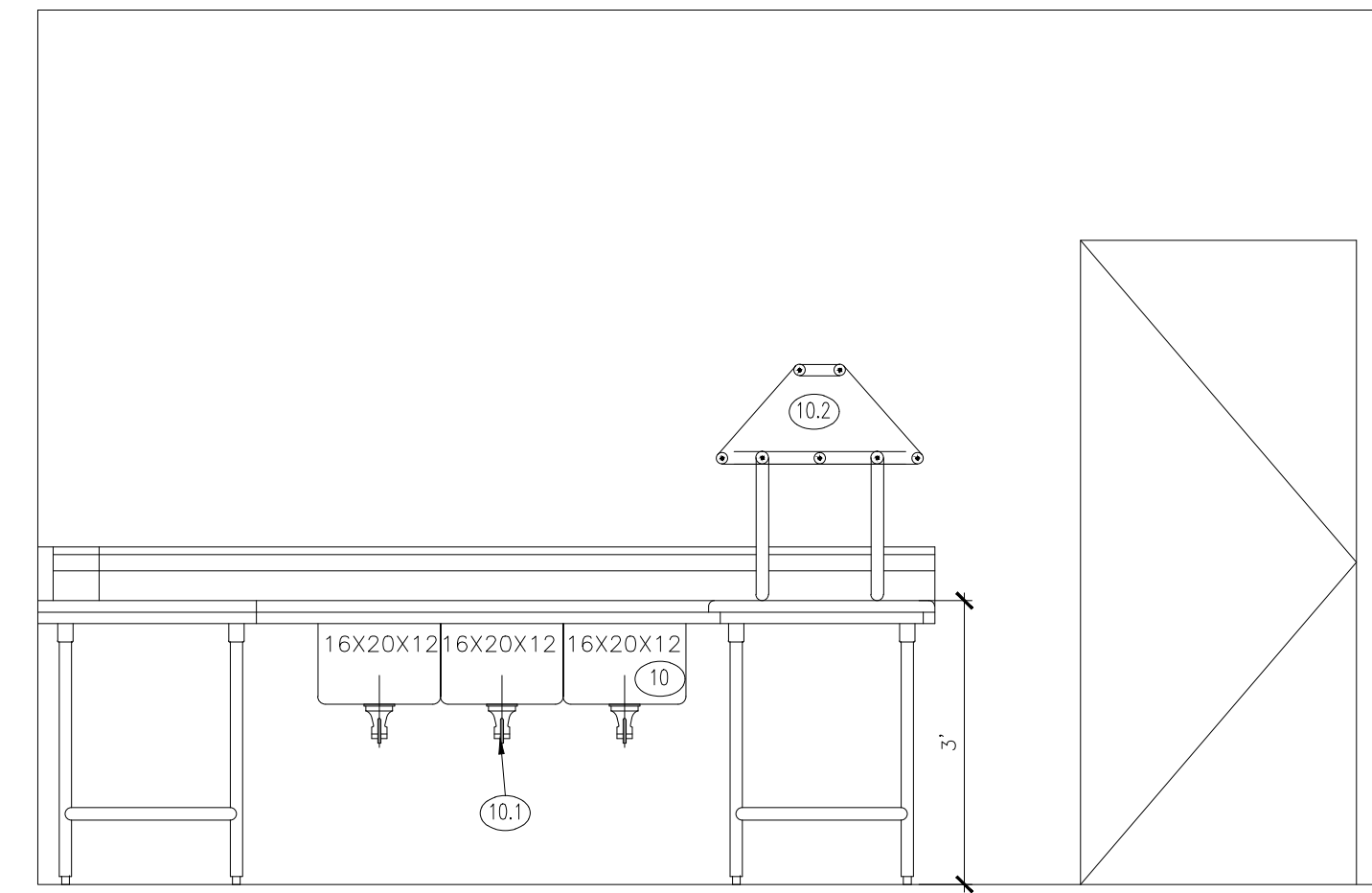
NO.	REVISION	DATE

SONOMA VETERANS MEMORIAL BUILDING
126 FIRST STREET WEST
SONOMA, CA 95476

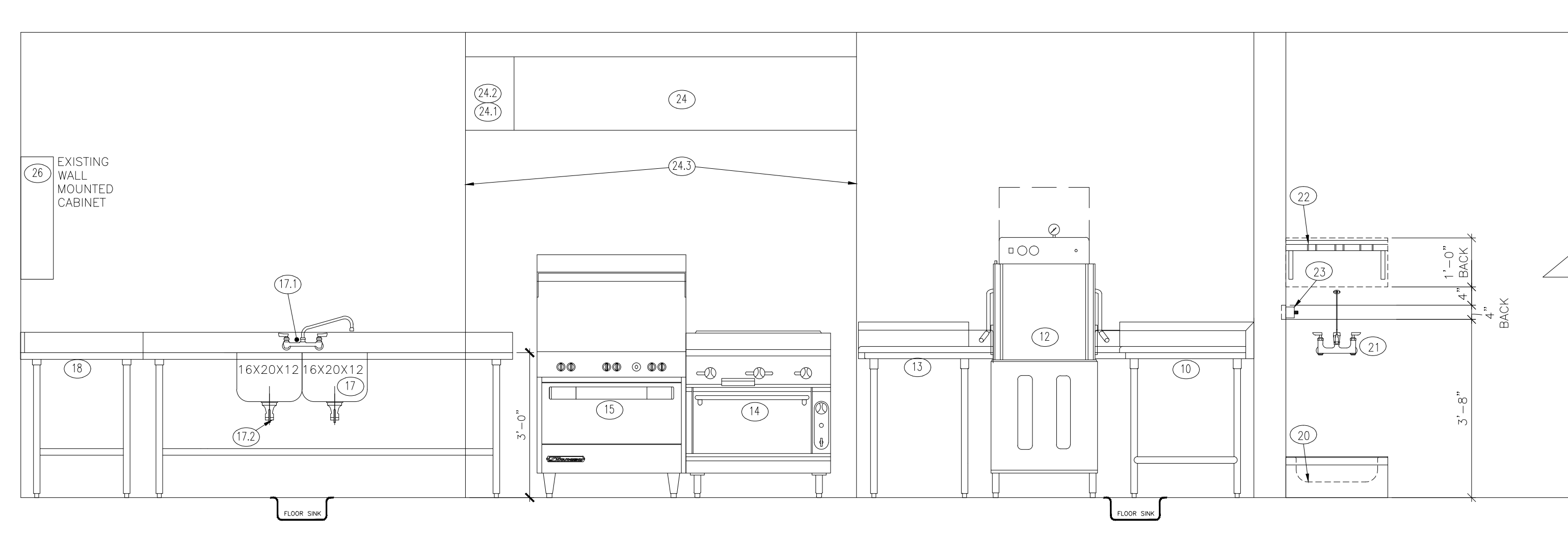
FOODSERVICE EQUIPMENT
BACKING/
SPECIAL CONDITIONS

APPROVED:
DATE:
DESIGNED BY: BM
DRAWN BY: GRD/JD
SCALE:
1/4" = 1'-0"
DATE: 06.27.16
JOB NO.:

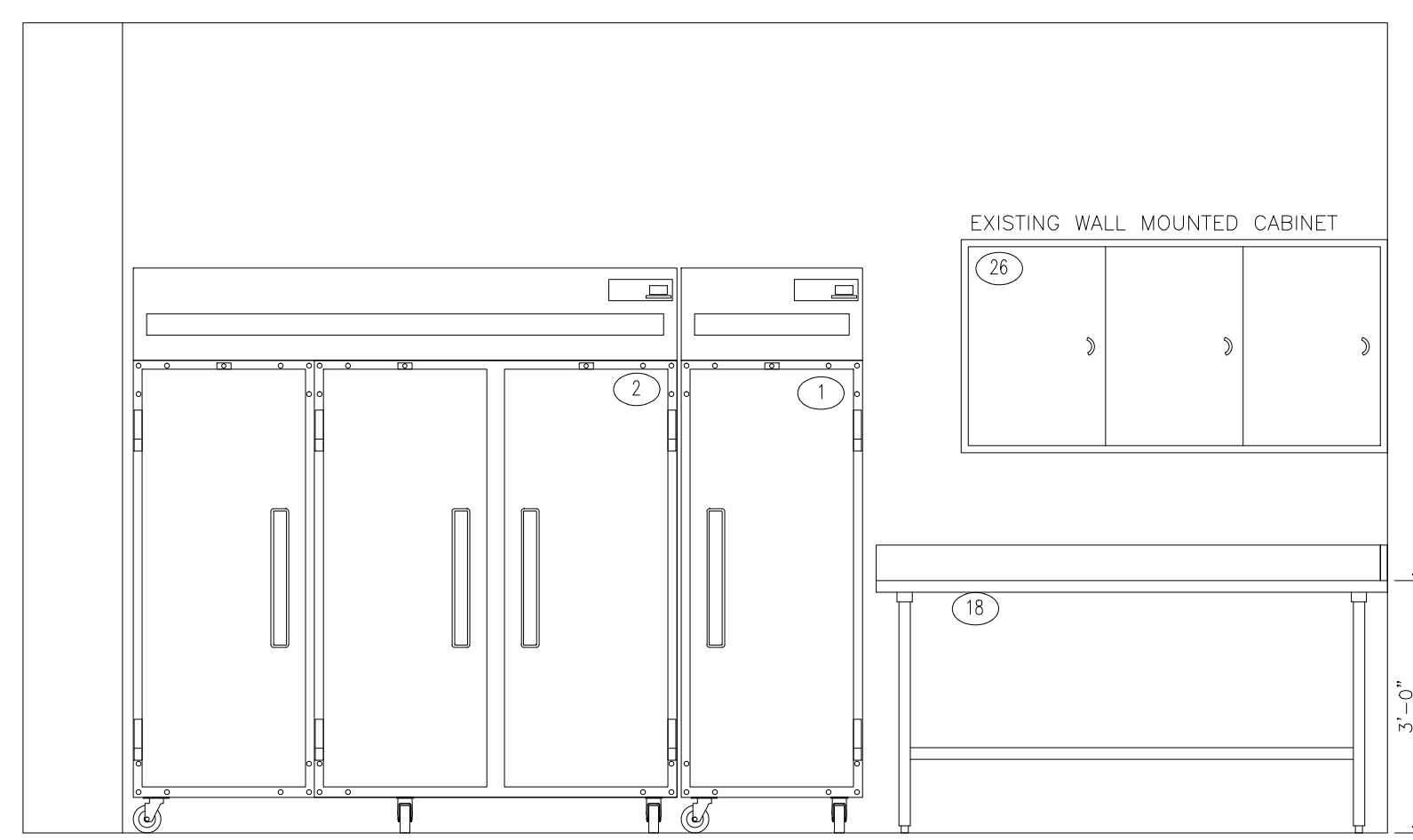
SHEET
FS-4



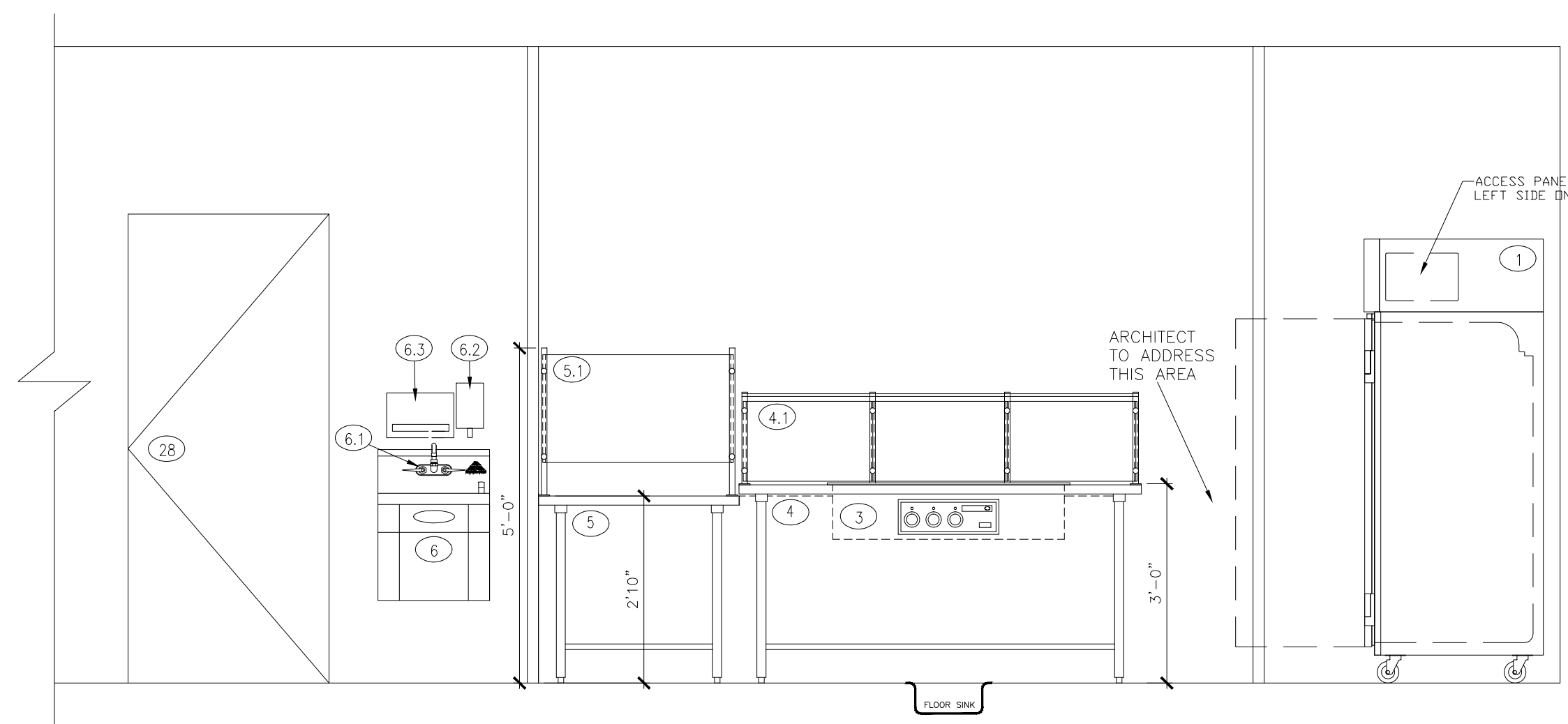
A SCULLERY ELEVATION
SCALE: 1/2" = 1'-0"



B SCULLERY/COOKLINE ELEVATION
SCALE: 1/2" = 1'-0"



C COLD STORAGE ELEVATION
SCALE: 1/2" = 1'-0"

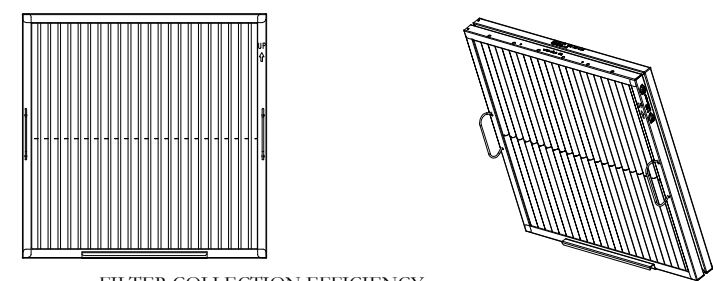


D FOOD PREP ELEVATION
SCALE: 1/2" = 1'-0"

Myers Restaurant Supply, LLC
1599 Cleveland Ave
Santa Rosa, CA 95401
707-570-1200
Marvel Day
JULY 14, 2016

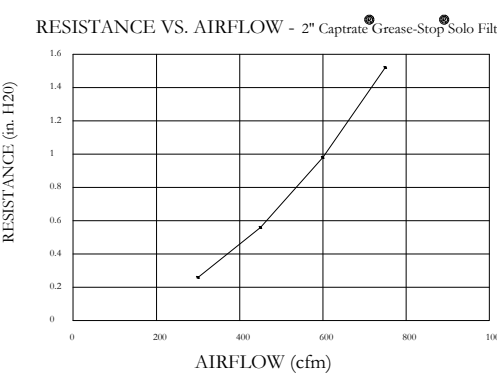
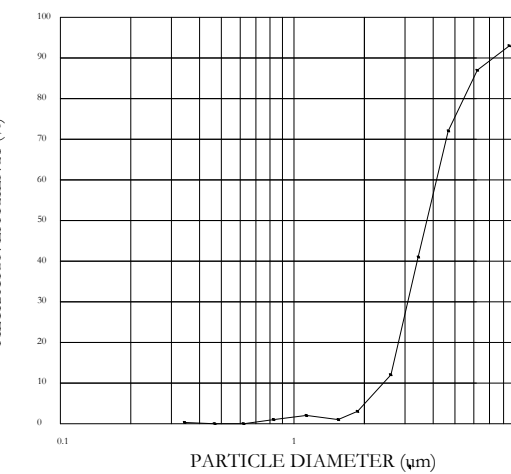
ISSUED 07-14-16

CAPTRATE SOLO FILTERS



CAPTRATE FILTERS ARE BUILT IN COMPLIANCE WITH

NSF
NFA #96
NSF STANDARD #2
UL STANDARD #1046
INT. MECH. CODE (IMC)



SPECIFICATION: CAPTRATE GREASE-STOP SOLO FILTER

THE CAPTRATE GREASE-STOP SOLO FILTER IS A SINGLE-STAGE FILTER FEATURING A UNIQUE S-BAFFLE DESIGN IN CONJUNCTION WITH A SLOTTED REAR BAFFLE DESIGN, TO DELIVER EXCEPTIONAL FILTRATION EFFICIENCY.

FILTER IS CONSTRUCTED OF 430 STAINLESS STEEL, AND SIZED TO FIT INTO STANDARD 2-INCH DEEP HOOD CHANNEL(S).

UNITS SHALL INCLUDE STAINLESS STEEL HANDLES AND A FASTENING DEVICE TO SECURE THE TWO COMPONENTS WHEN ASSEMBLED.

***GREASE EXTRACTION EFFICIENCY PERFORMANCE SHALL REMOVE AT LEAST 75% OF GREASE PARTICLES FIVE MICRONS IN SIZE, AND 90% GREASE PARTICLES SEVEN MICRONS IN SIZE AND LARGER, WITH A CORRESPONDING PRESSURE DROP NOT TO EXCEED 1.0 INCHES OF WATER GAUGE.

FILTER INFORMATION - CAPTRATE GREASE-STOP SOLO

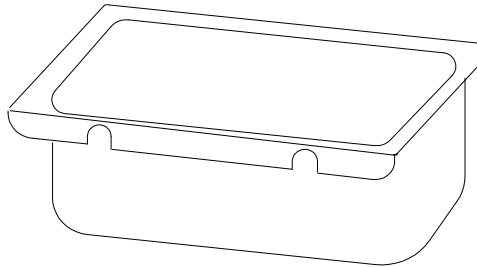
NOMINAL SIZE (H x W)	ACTUAL DIMENSIONS (H x W x D)	FREE AREA (SQ. FEET)	WEIGHT (POUNDS)	VELOCITY (FEET PER MINUTE)	STATIC PRESSURE (WATER GAUGE)
20 x 20	19-5/8" x 19-5/8" x 1-7/8"	2.28	11	100	0.25
20 x 16	19-5/8" x 15-5/8" x 1-7/8"	1.78	8.9	125	0.35
16 x 20	15-5/8" x 19-5/8" x 1-7/8"	1.78	9.1	150	0.45
16 x 16	15-5/8" x 15-5/8" x 1-7/8"	1.39	7.4	175	0.75
12 x 20	11-5/8" x 19-5/8" x 1-7/8"	1.23	6.8	200	0.90
12 x 16	11-5/8" x 15-5/8" x 1-7/8"	0.96	5.6	225	1.00
10 x 20	9-5/8" x 19-5/8" x 1-7/8"	1.00	5.6	250	1.30
10 x 16	9-5/8" x 15-5/8" x 1-7/8"	0.76	4.6	275	1.50

CAPTIVE-AIRE HOODS ARE BUILT IN COMPLIANCE WITH:

- NFPA #96
- NSF
- ETL Listed
- CALIFORNIA MECHANICAL CODE
- INTERNATIONAL MECHANICAL CODE

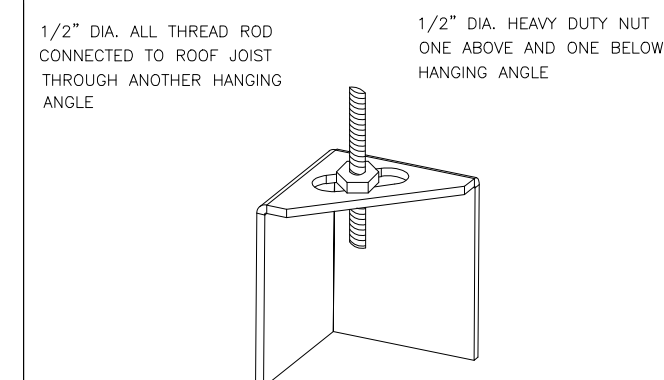


BUILDING CODES



Grease cup will be supported by 2 studs on the inside wall of the hood. The grease will drain through a concealed grease trough and into this removable cup.

1/2 Pint Grease Cup Detail



*ROD AND NUTS TO BE SUPPLIED BY INSTALLING CONTRACTOR HANGING ANGLE IS PRE-FINISHED AT FACTORY

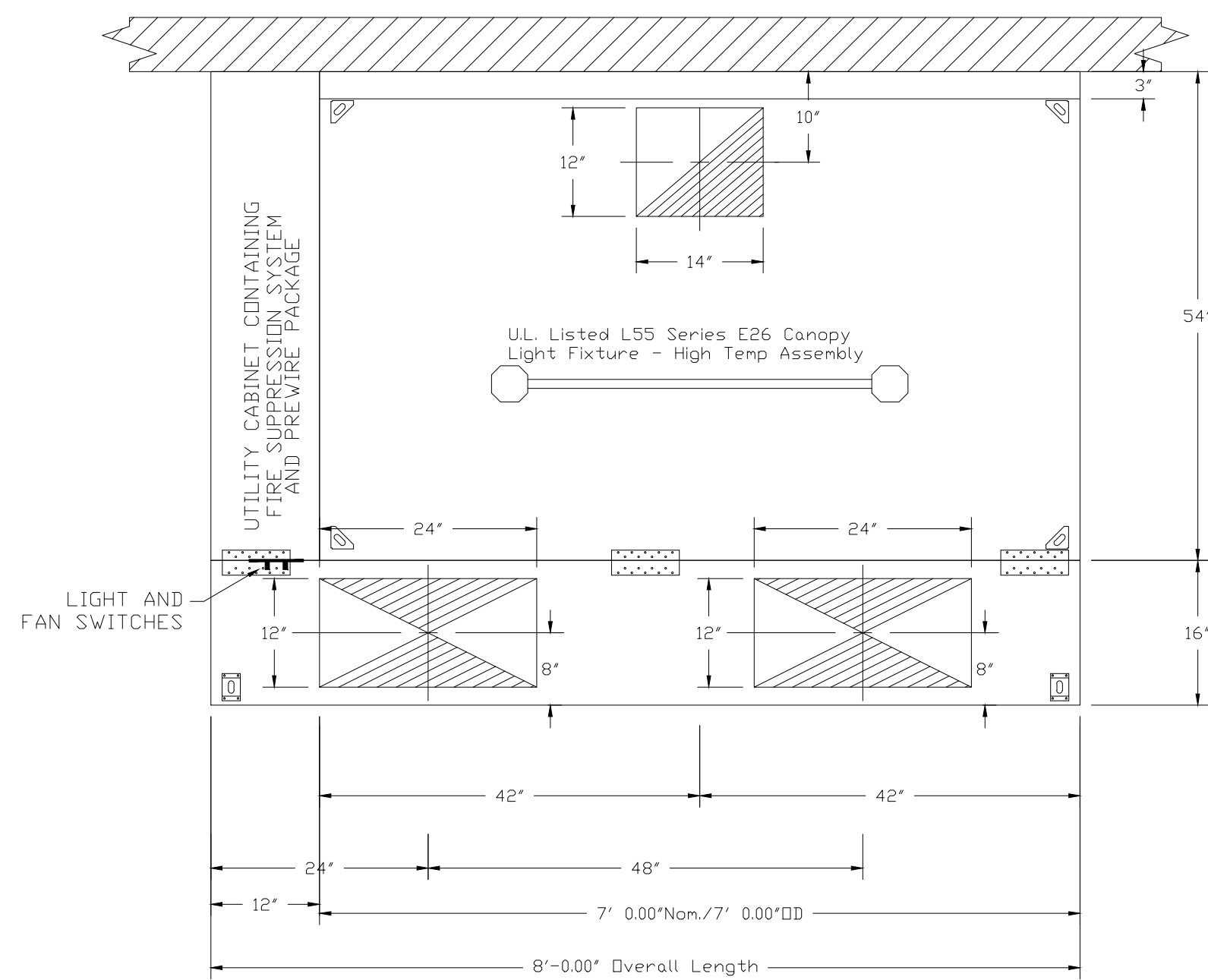
ND-2 HANGING ANGLE DETAIL

HANGING ANGLES WILL BE LOCATED IN THE FOLLOWING LOCATIONS FOR WALL CANOPIES

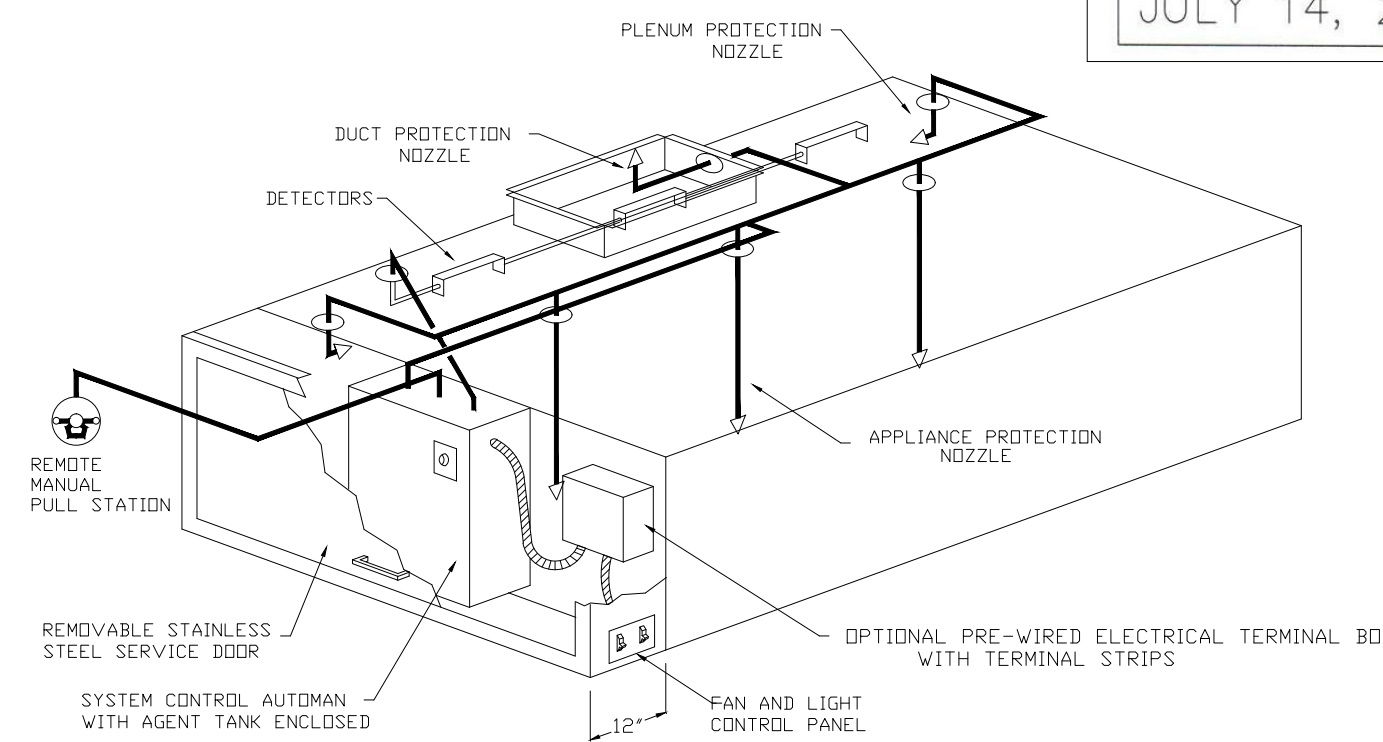
HOOD STYLE	DIM FROM REAR	DIM FROM FRONT (24" High Hood)	DIM FROM SIDES (24" High Hood)
ND-2 (-WI) Exhaust only	4.125"	2.25"	2.25"
VHB (-B)	2.25"	2.25"	2.25"

ALL OTHER HOOD MODELS CONTACT CAPTIVE AIRE FOR HANGING ANGLE LOCATIONS

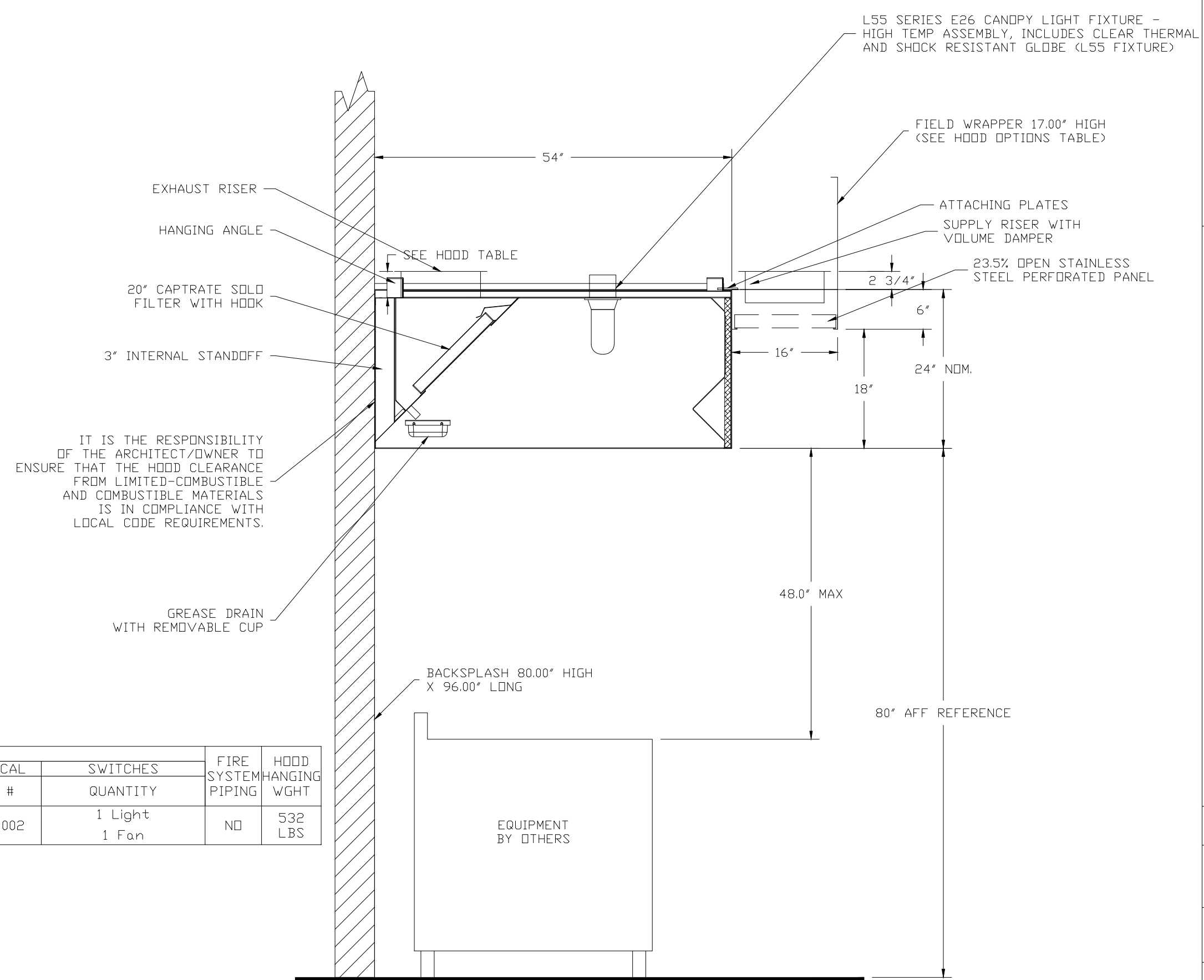
HANGING ANGLE LOCATIONS



PLAN VIEW - Hood #1
7' 0.00" LONG 5424ND-2-PSP-F



TYPICAL ANSUL R102 SYSTEM LAYOUT



SECTION VIEW - MODEL 5424ND-2-PSP-F
HOOD - #1

These products and others are available for demonstration at the Northern CA display center --For more information or questions Contact--
Captive Aire Systems
1110 Burnett Ave, Suite G, Concord, CA 94520
Phone: (925)962-1999, Fax (925)566-8565
Email reg92@captiveaire.com

HOOD INFORMATION - Job#2678831

HOOD NO.	TAG	MODEL	LENGTH	MAX. COOKING TEMP.	TOTAL EXH. CFM	WIDTH	LENG	HEIGHT	DIA.	CFM	S.P.	TOTAL SUPPLY CFM	HOOD CONSTRUCTION	HOOD CONFIG.
1		5424 ND-2-PSP-F	7' 0.00'	600 Deg.	1690	12"	14"	4"	1690	-0.587'	1462	430 SS Where Exposed	ALDNE	ALDNE

HOOD INFORMATION

HOOD NO.	TAG	FILTER(S)				LIGHT(S)		UTILITY CABINET(S)				FIRE SYSTEM PIPING	HOOD HANGING WGT				
		TYPE	QTY.	HEIGHT	LENGTH	EFFICIENCY @ 9 MICRONS	QTY.	TYPE	WIRE GUARD	LOCATION	SIZE			TYPE	SIZE	ELECTRICAL MODEL #	SWITCHES QUANTITY
1		Captrate Solo Filter	5	20"	16'	93% See Filter Spec.	2	L55 Series E26	NO	Left	12"x34"x24"			SC-31111002	1 Light 1 Fan	NO	532 LBS

HOOD OPTIONS

HOOD NO.	TAG	OPTION
1		FIELD WRAPPER 17.00' High Front, Left, Right BACKSPLASH 80.00' High X 96.00' Long 430 SS Vertical

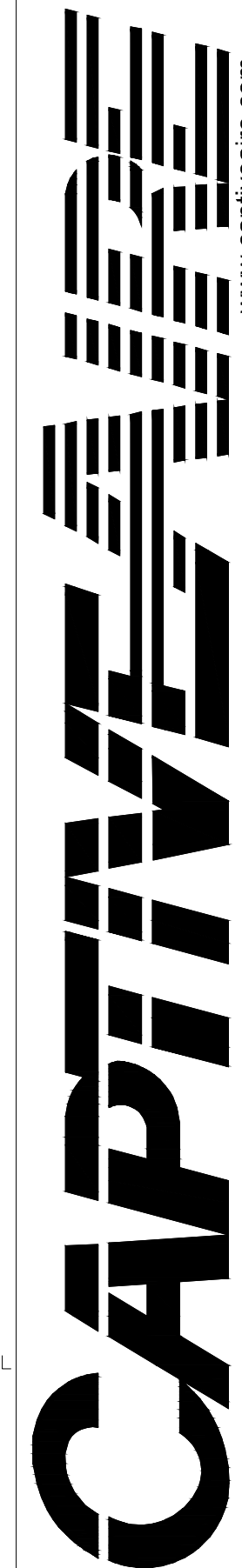
PERFORATED SUPPLY PLENUM(S)

HOOD NO.	TAG	POS.	LENGTH	WIDTH	HEIGHT	TYPE	RISER(S)							
							WIDTH	LENG.	DIA.	CFM	S.P.			
1		Front	96"	16"	6'	MUA	12"	24"	731	0.234"				
						MUA	12"	24"	731	0.234"				

Myers Restaurant Supply, LLC
1599 Cleveland Ave
Santa Rosa, CA 95401
707-570-1200
Mered Gray
JULY 14, 2016

REVISIONS

DESCRIPTION	DATE



NORTHERN CALIFORNIA OFFICE

1110 Burnett Ave, Suite G, Concord, CA, 94520 PHONE: (925) 962-1999 FAX: (925) 566-8565 EMAIL: reg92@captiveaire.com

Sonoma Vet Hall
126 First Street West,
SONOMA, CA, 95476

DATE: 6/14/2016

DWG.#: 2678831

DRAWN BY: MRE

SCALE: 3/4" = 1'-0"

MASTER DRAWING

DATE: 06.27.16

JOB NO.

SHEET NO. 1



- Santa Rosa
- Costa Mesa
- N.Y. Metro
- S.F. Bay Area

NO.	REVISION	DATE

SONOMA VETERANS
MEMORIAL BUILDING
126 FIRST STREET WEST
SONOMA, CA 95476

FOODSERVICE EQUIPMENT

HOOD DRAWING

APPROVED:

DATE:

DESIGNED BY: BM

DRAWN BY: GRD/JD

SCALE:

3/4" = 1'-0"

DATE:

06.27.16

JOB NO.

SHEET

FS-6

ISSUED 07-14-16

EXHAUST FAN INFORMATION - Job#2678831

FAN UNIT NO.	TAG	FAN UNIT MODEL #	CFM	ESP.	RPM	H.P.	B.H.P.	Ø	VOLT	FLA	WEIGHT (LBS.)	SDNES
1		NCA16FA	1680	1.000	965	1.000	0.5880	3	208	3.4	148	11.4

MUA FAN INFORMATION - Job#2678831

FAN UNIT NO.	TAG	FAN UNIT MODEL #	BLOWER	HOUSING	CFM	ESP.	RPM	H.P.	B.H.P.	Ø	VOLT	FLA	EVAP COOLER ENTERING DB TEMP.	EVAP COOLER LEAVING WB TEMP.	EVAP COOLER LEAVING DB TEMP.	EVAP COOLER LEAVING WB TEMP.	WEIGHT (LBS.)	SDNES
2		A1-G10	G10	A1	1515	0.500	965	0.750	0.5070	3	208	2.5	100.0°F	70.0°F	80.0°F	70.0°F	348	21

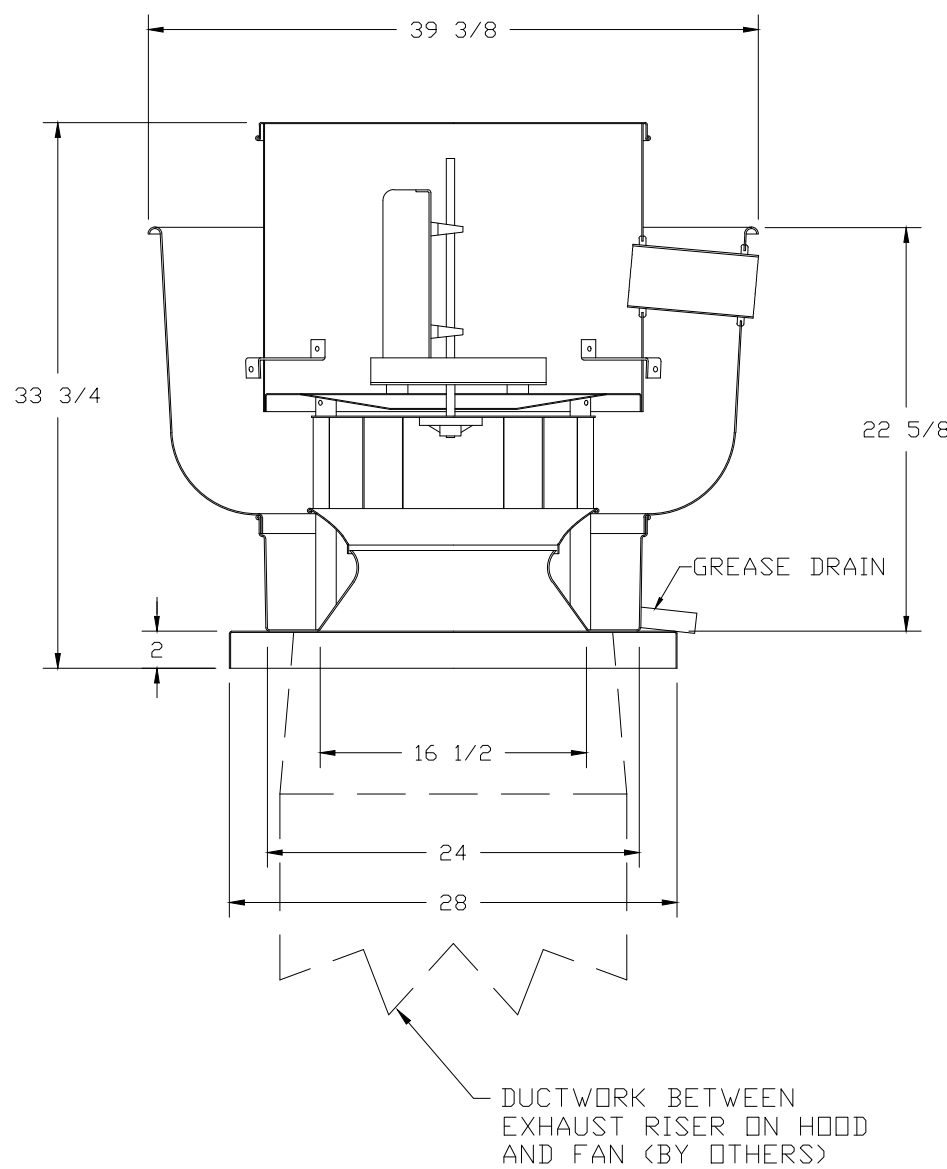
FAN OPTIONS

FAN UNIT NO.	TAG	OPTION (Qty. - Descr.)
1		1 - Grease Box
2		1 - Evaporative Cooler Wiring Harness

FAN ACCESSORIES

FAN UNIT NO.	TAG	EXHAUST				SUPPLY		
		GREASE CUP	GRAVITY DAMPER	WALL MOUNT	SIDE DISCHARGE	GRAVITY DAMPER	MOTORIZED DAMPER	WALL MOUNT
1		YES						

FAN #1 NCA16FA - EXHAUST FAN



FEATURES:

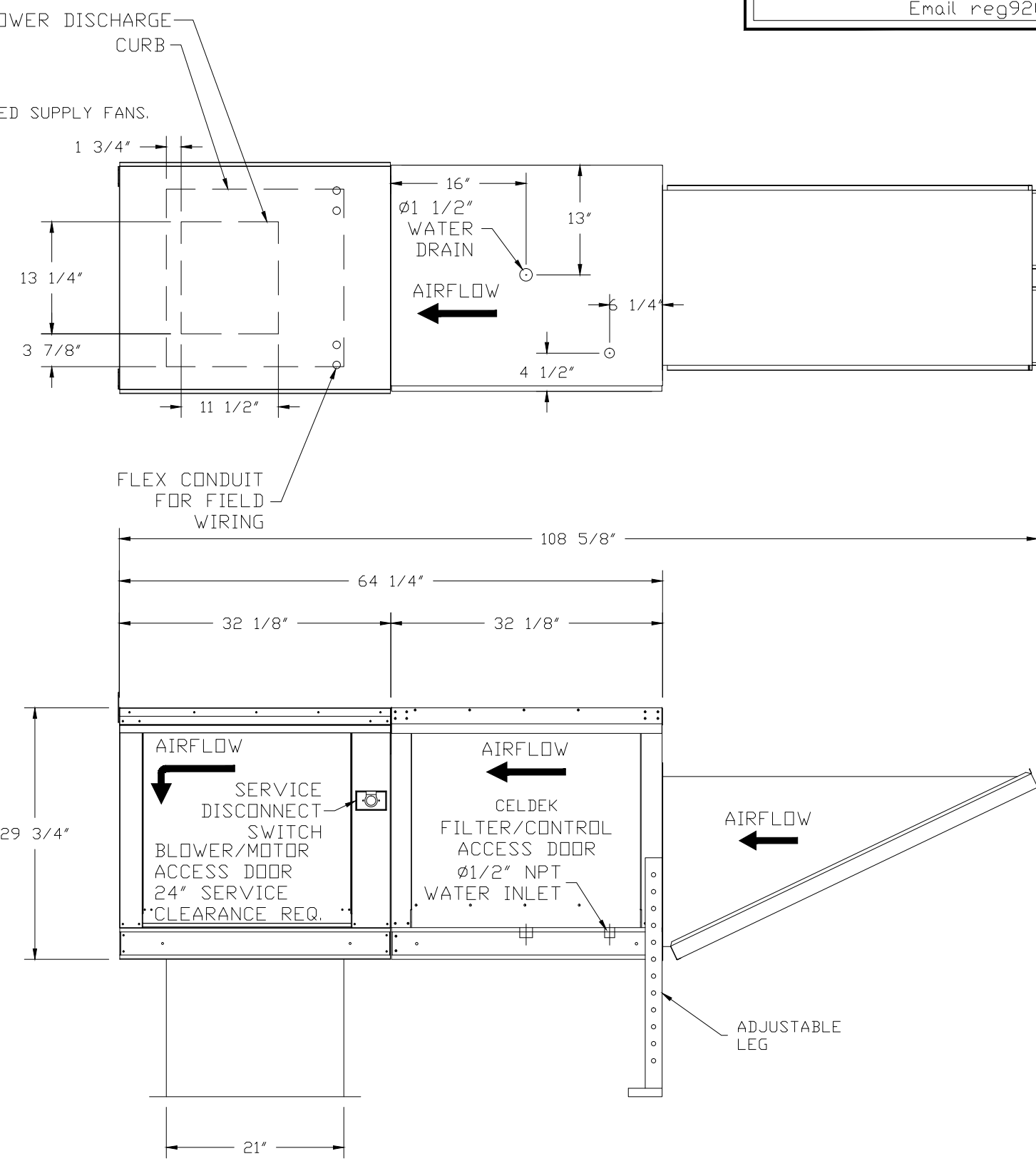
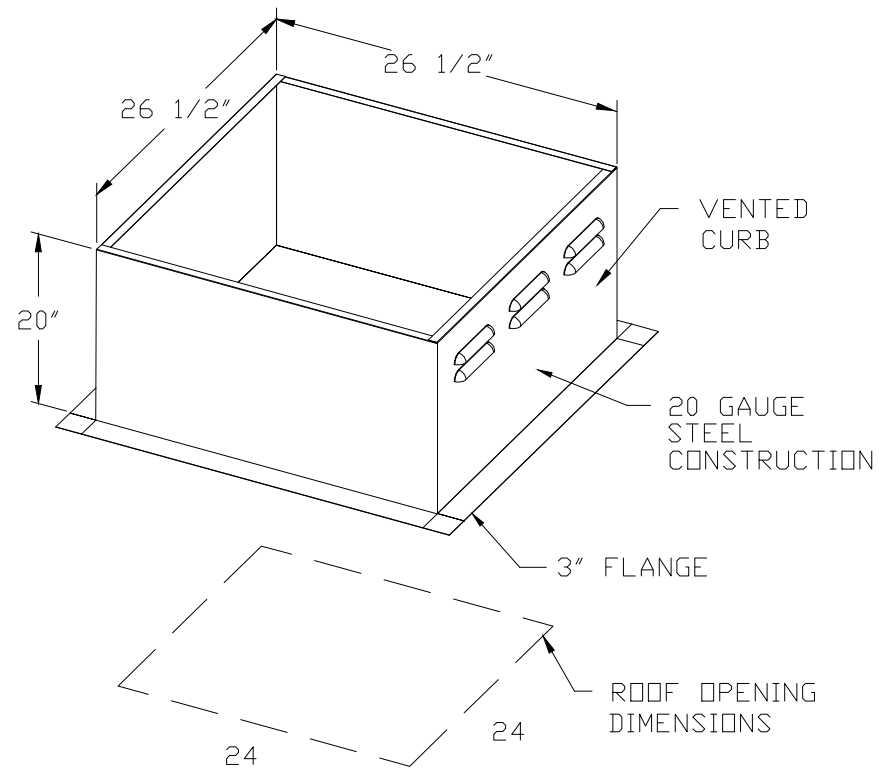
- ROOF MOUNTED FANS
- RESTAURANT MODEL
- UL705 AND UL762
- AMCA SOUND AND AIR CERTIFIED
- WIRING FROM MOTOR TO DISCONNECT SWITCH
- WEATHERPROOF DISCONNECT
- HIGH HEAT OPERATION 300°F (149°C)
- GREASE CLASSIFICATION TESTING

NORMAL TEMPERATURE TEST
EXHAUST FAN MUST OPERATE CONTINUOUSLY WHILE EXHAUSTING AIR AT 300°F (149°C) UNTIL ALL FAN PARTS HAVE REACHED THERMAL EQUILIBRIUM, AND WITHOUT ANY DETRIMENTAL EFFECTS TO THE FAN WHICH WOULD CAUSE UNSAFE OPERATION.

ABNORMAL FLARE-UP TEST
EXHAUST FAN MUST OPERATE CONTINUOUSLY WHILE EXHAUSTING BURNING GREASE VAPORS AT 600°F (316°C) FOR A PERIOD OF 15 MINUTES WITHOUT THE FAN BECOMING DAMAGED TO ANY EXTENT THAT COULD CAUSE AN UNSAFE CONDITION.

OPTIONS

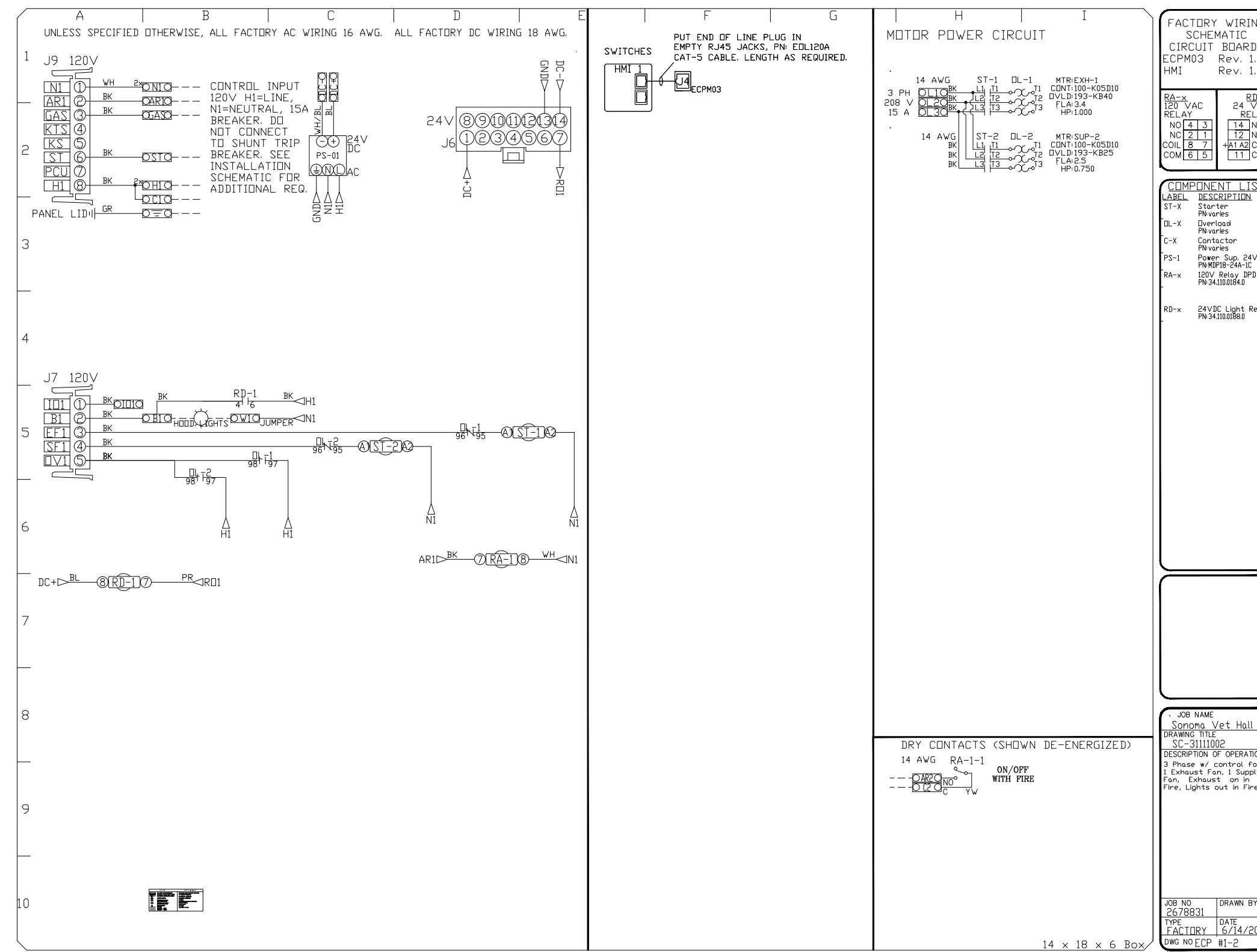
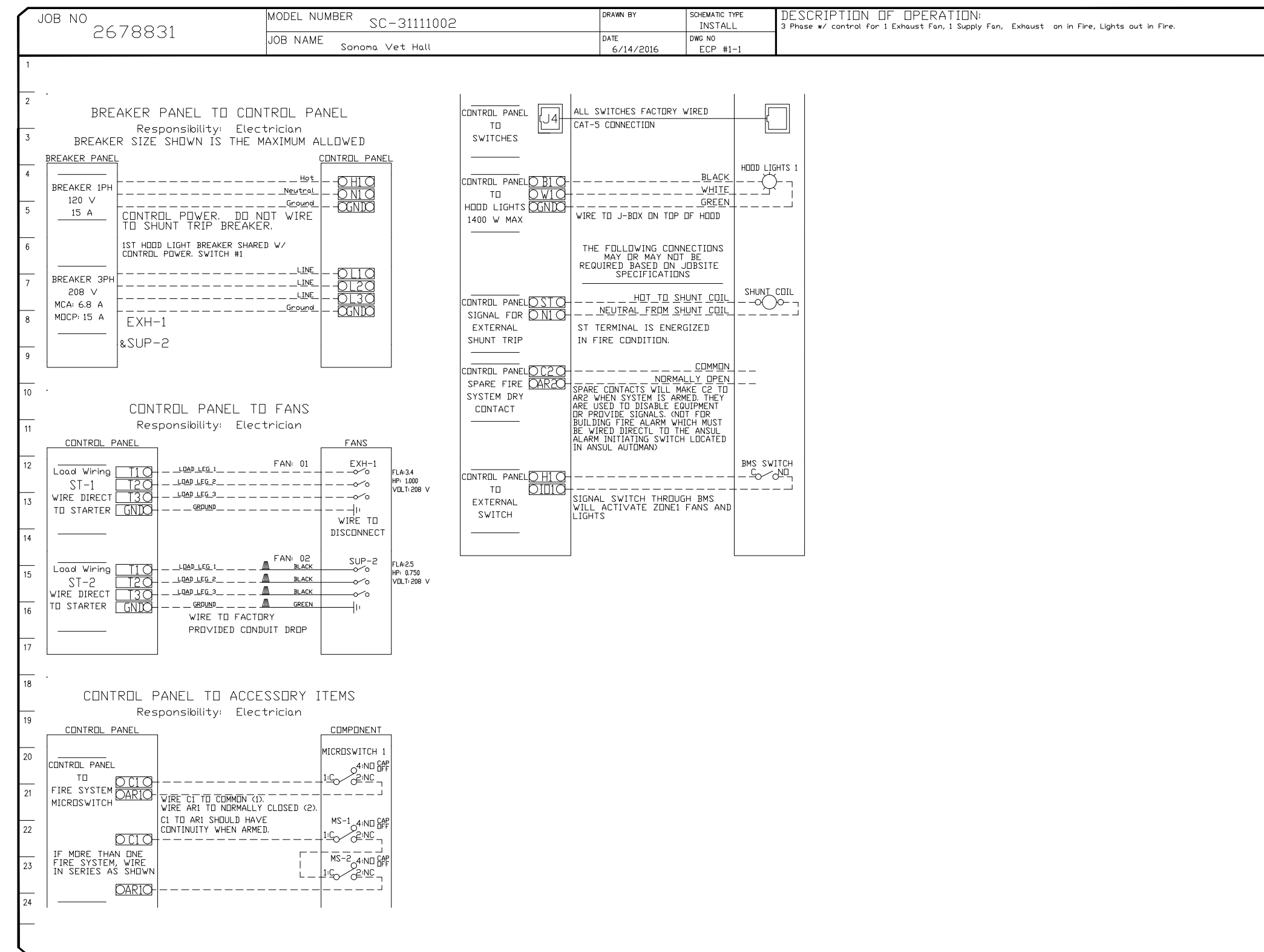
- GREASE BOX



- FAN #2 A1-G10 - SUPPLY FAN
- UNTEMPERED SUPPLY UNIT WITH 10\"/>



These products and others are available for demonstration at the Northern CA display center --For more information or questions Contact--
Captive Air Systems
1110 Burnett Ave, Suite G, Concord, CA 94520
Phone: (925)962-1999, Fax: (925)566-8565
Email: reg92@captiveaire.com



Myers Restaurant Supply, LLC
1599 Cleveland Ave
Santa Rosa, CA 95401
707-570-1200
Marvel Gray
JULY 14, 2016

REVISIONS

NO.	REVISION	DATE

CAPTIVE
NORTHERN CALIFORNIA OFFICE
1110 Burnett Ave, Suite G, Concord, CA, 94520 PHONE: (925) 962-1999 FAX: (925) 566-8565 EMAIL: reg92@captiveaire.com
www.captiveaire.com

Sonoma Vet Hall
126 First Street west,
SONOMA, CA, 95476

DATE: 6/14/2016
DWG.#: 2678831
DRAWN BY: MRE
SCALE: 3/4" = 1'-0"
MASTER DRAWING
SHEET NO. 2

MYERS RESTAURANT SUPPLY, LLC
Foodservice Design, Equipment & Supplies

- Santa Rosa
- Costa Mesa
- N.Y. Metro
- S.F. Bay Area

SONOMA VETERANS MEMORIAL BUILDING
126 FIRST STREET WEST
SONOMA, CA 95476

FOODSERVICE EQUIPMENT
HOOD DRAWING

APPROVED: _____
DATE: _____
DESIGNED BY: BM
DRAWN BY: GRD/JD
SCALE: 3/4" = 1'-0"
DATE: 06.27.16
JOB NO. _____
SHEET

ISSUED 07-14-16
FS-6.1

PLUMBING SYMBOLS

SYMBOL	ABBREVIATION	DESCRIPTION
---	W	WASTE PIPE ABOVE GRADE
----	W, SS	WASTE PIPE BELOW GRADE
----	PW	PROCESS WASTE PIPE BELOW GRADE
----	SSD	SUB SLAB DRAINAGE
----	V	VENT PIPE
----	PCW	PROCESS COLD WATER PIPE
----	PHW	PROCESS HOT WATER PIPE
----	PHWR	PRECESS HOT WATER RETURN PIPE
----	G	GAS PIPE
----	GW	GREASE WASTE PIPING
----	CA	COMPRESSED AIR PIPING
----	CA	PIPE DEMOLITION
----	F	FILTERED WATER PIPE
----		GATE VALVE
----		GLOBE VALVE
----		BALL VALVE
----		CHECK VALVE
----		BALANCING VALVE
----		GAS REGULATOR PRV
----		TEMPERING VALVE
----	TV	UNION
----		PRESSURE GAUGE AND NEEDLE VALVE
----		PUMP
----		THERMOMETER
----	CD	CLEANOUT
----	FCD	FLOOR CLEANOUT
----	CDTG	CLEANOUT TO GRADE
----	HB	HOSE BIBB
----		PIPE UP
----		PIPE DOWN
----		PIPE CONNECTION
----	FD	FLOOR DRAIN
----		AQUASTAT
----		TIME SWITCH
----		PRESSURE AND TEMPERATURE RELIEF VALVE
----	PDC	POINT OF CONNECTION
----	AFF	ABOVE FINISHED FLOOR
----	AFG	ABOVE FINISHED GRADE
----	BFF	BELOW FINISHED FLOOR
----	CD	CONDENSATE DRAIN
----	CWV	COMBINATION WASTE VENT
----	CTE	CONNECT TO EXISTING
----	DFU	DRAIN FIXTURE UNITS
----	DVW	DRAIN, WASTE, AND VENT
----	DN	DOWN
----	DWG	DRAWING
----	(E)	EXISTING
----	GR	GLYCOL RETURN
----	GS	GLYCOL SUPPLY
----	IE	INVERT ELEVATION
----	IJS	IN JOIST SPACE
----	NTS	NOT TO SCALE
----	DD	OVERFLOW DRAIN
----	PCW	PROCESS COLD WATER
----	PHW	PROCESS HOT WATER
----	PHWR	PROCESS HOT WATER RETURN
----	PV	PROCESS VENT
----	(RE)	RELDATE EXISTING
----	SD	STORM DRAIN
----	SS	SANITARY SEWER
----	TP	TYPICAL
----	VTR	VENT THROUGH ROOF
----	WCD	WALL CLEANOUT
----	SAD	SEE ARCHITECTURAL DRAWINGS
----	SED	SEE ELECTRICAL DRAWINGS
----	SFD	SEE FOOD SERVICE DRAWINGS
----	SHD	SEE RADIANT HEATING DRAWINGS
----	SMD	SEE MECHANICAL DRAWINGS
----	SPD	SEE PLUMBING DRAWINGS
----	SRD	SEE REFRIGERATION DRAWINGS
----	SSD	SEE STRUCTURAL DRAWINGS
----	WSFU	WATER SUPPLY FIXTURE UNITS

FIXTURE CONNECTION SCHEDULE

SYMBOL	DESCRIPTION	PIPE SIZE IN INCHES			
		W	V	CW	TW
DW-1	DISHWASHER	2"	-	3/4"	-
FS-1,	FLOOR SINK	2&3	***	-	-
S-1	HAND SINK	1-1/2"	1-1/2"	-	1/2"
S-2	SINK, TWO COMPARTMENT	"	1-1/2"	1/2"	1/2"
S-3	SINK, 3-COMPARTMENT	"	1-1/2"	3/4"	3/4"
TP-1	TRAP PRIMER	-	-	-	1/2"
W-1	WARMERS	1"	-	-	-
WH-1	WATER HEATER (TANK)	-	-	1"	-

* WASTE DISCHARGES INDIRECTLY TO FLOOR SINK (SFD)
 ** WASTE SIZE INDICATED ON PLAN.
 *** PROVIDE 1-1/2" VENT FOR 3" WASTE AND 2" VENT FOR 4" WASTE.

PLUMBING EQUIPMENT SCHEDULE

ET-1	EXPANSION TANK MODEL: DESCRIPTION:	STATE #ETC-10X OR EQUAL INLINE TYPE, FIELD ADJUSTABLE AIR CHARGE, PLASTIC LINED, 3/4" CONNECTION.
GT-1	GREASE TRAP MODEL: DESCRIPTION:	J. R. SMITH MODEL # GT2700-50 OR EQUAL. 50 GPM CAPACITY, DIMENSION 30"x24-1/2"x21-1/2" INSTALL BELOW SLAB IN EXISTING PIT. NEW DEEP OF PIT SHALL BE 26". COORDINATE WITH ARCHITECT PRIOR TO ORDER.
FS-1	FLOOR SINK MODEL: DESCRIPTION:	ZURN #Z-1901-2 12"x12"x8" ENAMELED CAST IRON BODY WITH ALUMINUM DOME STRAINER AND 1/2" GRATE.
TV-1	TEMPERING VALVE MODEL: DESCRIPTION:	WATTS LF-1170 LEAD FREE, CAST COPPER SILICON ALLOY CONSTRUCTION, WITH INTEGRAL CHECK VALVES AND ADJUSTMENT CAP WITH LOCKING FEATURE, SET AT 110°F
WA-1	WATER HAMMER ARRESTOR MODEL: DESCRIPTION:	ZURN 'SHOKTRDL' Z-1700 OR WATTS SERIES SS NOTES: SIZE AS NOTED ON PLANS, PROVIDE WITH BALL SHUT OFF VALVE. ZURN 'SHOKTRDL' Z-1700 MUST BE INSTALLED VERTICALLY.
WH-1	WATER HEATER, NATURAL GAS FIRED, INDOOR, ULTRA-LOW NOx MODEL: INPUT: CAPACITY: ELECTRICAL: WEIGHT: ACCESSORIES: NOTES:	A. D. SMITH 'LIGHT DUTY COMMERCIAL POWER DIRECT VENT' #BTL100 OR EQUAL. 100 MBH, NATURAL GAS FIRED 75 GALLONS, 145 GPH AT 80 F RISE, 28" DIAMETER X 66" HIGH. 120V, 3.1 AMPS 1,100 LBS (OPERATING) ACCESSORIES: A. D. SMITH NEUTRALIZATION KIT #900795900. NOTES: SET TO OPERATE WITH LEAVING WATER TEMP OF 140F MAXIMUM. INSTALL VENTING PER CODE & PER THE MANUFACTURER'S INSTRUCTIONS. VERIFY TERMINATION LOCATION & FINAL APPEARANCE W/ ARCHITECT

NOTE: REFER TO FOOD SERVICE DRAWINGS FOR SPECIFICATION FOR STEAM TABLE, DISHWASHER, JANITOR SINK, 2-COMPARTMENT SINK AND 3-COMPARTMENT SINK.

PIPE MATERIAL SCHEDULE

COLD WATER (CW), DOMESTIC COLD WATER (DCW), DOMESTIC HOT WATER (DHW):
 ABOVE GROUND: TYPE 'L' COPPER LEAD FREE SOLDERED JOINTS OR PROPPRESS FITTINGS. INSULATE ABOVE GROUND PIPING OUTSIDE BUILDING AND WHERE EXPOSED TO OUTDOOR ATMOSPHERIC TEMPERATURES WITH DWG'S CORNING TYPE AS/SSL-II HEAVY DENSITY FIBERGLASS WITH ALL SERVICE VAPOR JACKET 0.03" WHITE PVC JACKET - SEAL ALL SEAMS, JOINTS, AND ENDS WATER TIGHT WITH APPROVED ADHESIVE.
 INSULATE ABOVE GRADE PIPING PER PIPE INSULATION DETAIL 9 ON SHEET P-003 & PER PLUMBING SPECIFICATIONS ON SHEET P-002.

SANITARY WASTE (W), VENT (V):
 A. SANITARY DRAIN, WASTE AND VENT (DWV) PIPE AND FITTINGS: ALL PIPE AND FITTINGS SHALL BE NO-HUB CAST IRON (NHC) TO ASTM A74, BY CHARLOTTE PIPE AND FOUNDRY, ANACO OR APPROVED EQUAL.

- BELOW GRADE: COUPLING TO BE HUSKY SD4000 (4 OR 6 CLAMPS, DEPENDING ON SIZE) OR APPROVED EQUAL. ALL PIPING IN TRENCHES SHALL HAVE 6" BED OF SALT FREE RIVER SAND OR SALT FREE, WASHED PEA GRAVEL. BACKFILL TO 6" ABOVE PIPE WITH SALT FREE RIVER SAND OR SALT FREE, WASHED PEA GRAVEL. ALLOW NO CONTACT BETWEEN CAST IRON PIPE AND FITTINGS AND NATIVE SOILS. PROTECT CAST IRON WITH IMPORTED BACKFILL ENVELOPE OR POLYWRAP POLYETHYLENE ENCASEMENT BY NORRITON CO. OR EQUAL.
- ABOVE GRADE, INSIDE STRUCTURE: COUPLINGS TO BE MISSION SERIES C OR APPROVED EQUAL NO-HUB COUPLINGS.
- FOR WASTE AND VENT PIPING IN AREAS OF TIGHT CONSTRUCTION, HARD DRAWN COPPER DWV TUBE MAY BE USED.

WATER HEATER (WH-2) SIZING

	# Units	x	GPH	=	Total GPH
Hand Sink	1		5	=	5
Prep 2 Compartment Sink	1		5	=	5
3-Compartment Sink	1		79	=	79
Pre-Rinse Unit	1		45	=	45
Mop Sink	1		15	=	15
Commercial Dishwasher (Hobart AM15VLT-2)	1		29.6	=	29.6
Commercial Glass Washer (Hobart LXEH-2)	-		23.7	=	-
Commercial Dishwasher (Melko FV40.2 G)	-		-20	=	-
			TOTAL GPH	=	178.6

178.6 TOTAL GPH x 80 % (Demand Factor) = 142.88 GPH Required = 2.38 GPM Required
 2.38 GPM required x 80' rise x 500 = 95,200 BTU minimum output of water heater
 142.88 TOTAL GPH x 40 % (Storage Factor) = 57.15 Gallons

We've specified (1) 100,000 BTU/H water heater = 100 MBH total x 96% efficiency = 96 MBH total.
 We've specified (1) 75 gallon water heater = 75 gallons total x 70% usable storage = 52.5 gallons usable storage + 145 gallons per hour recovery at 80F rise = 197.5 gallons 1st hour delivery at 80F rise.

GREASE TRAP SIZING

GREASE INTERCEPTOR SIZED PER CALIFORNIA PLUMBING CODE 2013, EXAMPLE: 1014.2.1.
 SIZING HYDROMECHANICAL GREASE INTERCEPTORS USING FIXTURE CAPACITY

STEP 1. DETERMINE FIXTURE (SINK) VOLUMES:

THREE COMPARTMENT SINK 24x18x12 x 3 = 15,552 CUBIC INCHES
 PREP SINK 23x23x12 = 6,348 CUBIC INCHES
 TOTAL VOLUME = 21,900 CUBIC INCHES

STEP 2. DETERMINE VOLUME IN GALLONS:
 21,900 IN³ / 231 = 94.8 GALLONS

STEP 3. DETERMINE ACTUAL DRAINAGE LOAD:
 75% OF 94.8 GALLONS = 71.1 GALLONS

STEP 4. FLOW RATE AT 2 MINUTE DRAIN RATE:
 71.1 GALLON / 2 MINUTE = 35.6 GPM

STEP 5. SELECT INTERCEPTOR NEXT LARGER SIZE FROM 35.6 GPM @ 50-GPM

PLUMBING NOTES

- ALL PIPES, FITTINGS, FIXTURES AND ALL OTHER END-USE DEVICES INTENDED TO CONVEY OR DISPENSE WATER FOR HUMAN CONSUMPTION THROUGH DRINKING OR COOKING SHALL BE "LEAD FREE" AND LABELED AS SUCH IN COMPLIANCE WITH CALIFORNIA AB1953. PRIOR TO CONSTRUCTION, SUBMIT TO THE ENGINEER A STATEMENT INDICATING ALL PRODUCTS SUPPLIED ARE IN COMPLIANCE WITH THE LAW.
- REFER TO ARCHITECTURAL DRAWINGS FOR EXACT LOCATIONS OF PLUMBING FIXTURES, FIXTURE MOUNTING HEIGHTS AND FLOOR DRAIN LOCATIONS.
- COMPLY WITH ALL WITH FEDERAL ACCESSIBILITY REQUIREMENTS (ADA).
- VERIFY LOCATIONS OF ALL DRAIN RECEPTORS WITH OWNER.
- SLOPE PROCESS WASTE PIPING AND SUB-SLAB DRAIN PIPING A MINIMUM OF 1/8".
- PHYSICALLY VERIFY ELEVATION OF SEWER CONNECTION AND EXACT LOCATION BEFORE STARTING ANY WORK.
- WHERE PIPES PASS THROUGH FIRE RATED CONSTRUCTION AND AT SHAFT FLOOR PENETRATIONS PROVIDE FIRE STOPPING PER CBC SECTION 707 AND 712. SEE ARCHITECTURAL DRAWINGS FOR LOCATIONS OF FIRE RATED ASSEMBLIES.
- INSULATION, COVERINGS OR INSULATION FACING, SHALL BE OF MATERIAL SUITABLE FOR OPERATING TEMPERATURE OF SYSTEM AND SHALL HAVE A FLAME-SPREAD INDEX OF NOT MORE THAN 25 AND A SMOKE-DEVELOPED INDEX OF NOT MORE THAN 50 WHEN TESTED IN ACCORDANCE WITH BUILDING CODE STANDARDS (CMC 1801.2.1.8).
- INSTALLATION INSTRUCTIONS FOR ALL EQUIPMENT SHALL BE MADE AVAILABLE TO THE BUILDING INSPECTOR AT THE TIME OF INSPECTION.
- SEISMIC SUPPORT AND BRACING FOR ALL PIPING SHALL BE INSTALLED IN ACCORDANCE WITH CBC CHAPTER 16. STANDARDS FOR SUPPORT AND ANCHORAGE METHOD AND MATERIALS PUBLISHED BY SMACNA AND APPROVED BY THE STATE AGENCIES MAY BE USED.
- NO PRESSURIZED WATER SUPPLY LINES ARE TO BE PLACED, OR ROUTED UNDER ANY POST TENSION CONCRETE SLAB.
- WHERE CEILING SPACES ARE USED AS A RETURN AIR PLENUM, MATERIALS SHALL BE NONCOMBUSTIBLE OR SHALL HAVE A FLAME SPREAD INDEX NOT GREATER THAN TWENTY-FIVE (25) AND A SMOKE DEVELOPMENT INDEX NOT GREATER THAN FIFTY (50) IN ACCORDANCE CMC 602.2 AND NFPA 90A
- THE EXISTING CONDITIONS SHOWN ON THESE DRAWINGS ARE BASED ON 1958 DRAWINGS. THE CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO START WORK.

COMMERCIAL CAL-GREEN REQUIREMENTS

- COMPLY WITH PROVISIONS OF THE CALIFORNIA GREEN BUILDING CODE (CGBC). BELOW ARE REQUIREMENTS DIRECTLY RELATED TO MECHANICAL SYSTEMS: SEE ARCHITECTURAL PLANS AND SPECIFICATION FOR FURTHER REQUIREMENTS INCLUDING ANY VOLUNTARY MEASURES. COORDINATE ALL REQUIREMENTS WITH GENERAL CONTRACTOR.
- PLUMBING FIXTURES SHALL MEET THE MAXIMUM FLOW RATE VALUES IN CGBC TABLE 5.303.2.3. OR PROVIDE CALCULATIONS THAT DEMONSTRATE A 20% OVERALL WATER USE REDUCTION. NEW FIXTURES IN ADDITIONS OR ALTERATIONS MUST ALSO COMPLY. CGBC SECTION 5.303.2
- PLUMBING FIXTURES AND FITTINGS INCLUDING WATER CLOSETS, URINALS, FAUCETS, AND SHOWER HEADS SHALL COMPLY WITH REQUIREMENTS OF CGBC SECTION 5.303.3.
- PLUMBING FIXTURES WILL BE INSTALLED THAT REDUCE THE WASTEWATER PRODUCTION OF THE BUILDING BY 20%. CGBC SECTION 5.303.4
- ALL PLUMBING FIXTURES AND FITTINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE CALIFORNIA PLUMBING CODE AND SHALL MEET THE APPLICABLE STANDARDS OF CHAPTER 6 OF THE CALIFORNIA GREEN BUILDING STANDARDS. CGBC SECTION 5.303.6
- COMPLY WITH ALL PROVISIONS OF SECTION 5.408 - CONSTRUCTION WASTE REDUCTION DISPOSAL AND RECYCLING. SEE ARCHITECTURAL PLANS AND SPECIFICATION FOR REQUIREMENTS. COORDINATED ALL REQUIREMENTS WITH GENERAL CONTRACTOR.
- PROVIDE TESTING AND ADJUSTING FOR SYSTEMS IN ADDITIONS, ALTERATIONS AND BUILDINGS UNDER 10,000 SQUARE FEET. SECTION 5.410.4
- BALANCE ALL WATER SYSTEMS IN ACCORDANCE WITH THE PLUMBING SPECIFICATIONS AND CGBC SECTION 5.410.4.3.1.
- PROVIDE OPERATION AND MAINTENANCE MANUALS PER MECHANICAL SPECIFICATIONS AND CGBC SECTION 5.410.4.5.
- ALL FINISH MATERIALS INCLUDING ADHESIVES, SEALANTS, CAULKS, PAINTS, AND COATINGS SHALL COMPLY WITH CGBC SECTION 5.504.4.
- WHEN REQUIRED BY THE ENFORCING AGENCY THE OWNER OR OWNERS AGENT SHALL EMPLOY SPECIAL INSPECTORS TO PROVIDE INSPECTION OR OTHER DUTIES TO SUBSTANTIATE COMPLIANCE WITH THE CGBC. CGBC SECTION 702.2
- PLUMBING FIXTURES SHALL COMPLY WITH THE FOLLOWING MAXIMUM FLOW RATES: (CGBC AS 303.2.3.1) COMMERCIAL PROJECTS (TIER 1- 12% REDUCTION)
 - SHOWERS TO BE 1.8 GPM AT 80 PSI. NOT MORE THAN ONE HEAD AT A TIME PER SHOWER
 - LAVATORY FAUCETS TO BE 0.35 GPM @ 60 PSI
 - KITCHEN FAUCETS TO BE 1.6 GPM @ 60 PSI
 - METERING FAUCETS TO BE 0.18 GALLONS / CYCLE
 - WATER CLOSETS TO BE 1.12 GALLONS PER FLUSH (FOR DUAL FLUSH AVERAGE OF 2 REDUCED FLUSH AND 1 FULL FLUSH)
 - URINALS TO BE 0.44 GALLONS PER FLUSH
- REFER TO PROJECT CAL-GREEN CHECKLIST FOR ADDITIONAL TIER 1 REQUIREMENTS.

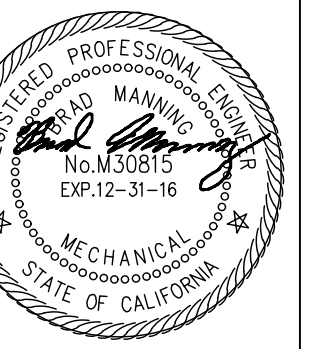
PLUMBING SHEET INDEX

P-001	PLUMBING LEGEND, SCHEDULES & NOTES
P-002	PLUMBING SPECIFICATIONS
P-003	PLUMBING DETAILS
P-110	PLUMBING FLOOR PLAN - DEMOLITION & NEW WORK



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SONOMA VETERANS' MEMORIAL BUILDING
 Kitchen Alterations
 126 First Street West, Sonoma, California

PLUMBING LEGEND, SCHEDULES AND NOTES

Job No: TEP2587
 Drawn By: RGJ/JY
 Checked By: BM
 Cod File:
 Date: 06/30/16

Revisions

Sheet Number

P-001

of

1. GENERAL

1.1 SCOPE

- A. The work in this section includes, but is not limited to, providing all plumbing work as shown and noted on the plumbing drawings and specifications, including the following items:
1. Plumbing fixtures, equipment and piping.
2. Sanitary waste and vent system to five feet from the building.
3. Domestic hot and cold water distribution to five feet from the building.
4. Service water heating and distribution.
5. Cleaning, sterilization and testing for work in this section.
6. Piping and equipment identification.
7. Grease waste and vent system to five feet from the building.
8. Grease traps or interceptors.
9. Fuel gas distribution.
10. Flues and combustion air piping (PVC) for water heating equipment.
11. Condensate drains from HVAC equipment.
12. Pipe hangers and supports.
13. Pipe insulation.
14. Piping markers and equipment nameplates.

1.2 CODES AND STANDARDS

- A. All work and materials shall be in full accordance with the latest adopted edition of the following documents:
1. 2013 California Building Code (CBC).
2. 2013 California Plumbing Code (CPC).
3. 2013 California Mechanical Code (CMC).
4. 2013 California Electrical Code (CEC).
5. 2013 California Fire Code (CFC).
6. 2013 California Energy Code (Title 24).
7. 2013 California Green Building Code (CalGreen).
8. 2011 National Electric Code (NEC).
9. 2010 Americans with Disabilities Act (ADA).
10. 2013 California Historical Building Code
11. Local codes and ordinances.

- B. Where, in any specific case, different sections of the codes specify different materials, methods of construction or other requirements, the most restrictive shall govern.
C. All pipes, pipe fittings, fixtures and all other end-use devices intended to convey or dispense water for human consumption through drinking or cooking shall be "lead free" and labeled as such in compliance with California AB1953. Prior to construction, submit to the Engineer a statement indicating all products supplied are in compliance with the law.

1.3 PERMITS AND FEES

- A. The owner shall obtain all permits, licenses and fees that are required to perform the work. Contractor to assist the owner as needed.

1.4 SUBMITTALS

- A. Submit for approval in digital format (PDF) complete submittals prior to commencing work and prior to ordering any piece of equipment. Clearly mark all pages with the appropriate equipment mark number and indicate all accessories and optional features and accessories. Items, other than those specified, will not be allowed unless they are approved in writing via the submittal process. Include cut sheets and drawings for the following items in the submittal:
1. All plumbing components that are a part of the plumbing contract documents.
2. Drawings for installation details that differ from the details in the contract documents.

- B. All details shown on the drawings are schematic in nature; the Contractor is responsible for determining actual installation requirements. Contractor shall include in his bid all materials and appurtenances for a complete and operable installation. Provide shop drawings for the proposed installation when coordination with other trades is required.
C. Upon completion of work, provide one set of reproducible as-built drawings and two operation and maintenance manuals. The operation and maintenance manuals shall be in a binder and contain manufacturers' data, manufacturers' warranties and maintenance instructions for the equipment, fixtures and appurtenances installed. The Contractor is responsible for all materials, equipment and appurtenances not reviewed and approved by the Engineer.

1.5 SUBSTITUTIONS OF MATERIALS AND EQUIPMENT

- A. The named materials and equipment are considered the basis for design; however equal materials and equipment may be submitted to the Architect and Engineer for review. The decision of the Owner and Engineer shall be final and shall govern as to what materials and equipment may be substituted, but the burden of proof as to the quality, performance and space requirements of any proposed substitution shall rest with the Contractor.

1.6 WARRANTY

- A. The Contractor shall provide a one-year warranty for the work of this Section. During this period the Contractor shall provide all labor and materials necessary to repair or replace defective systems. The warranty period shall begin at the date of final acceptance, per section 3 below.
B. Additional Warranty conditions: Where applicable, provide additional warranty time period and/or conditions in accordance with the General Conditions Section of the project specifications manual.

1.7 GENERAL

- A. All systems within these specifications shall only be installed by personnel trained and certified in accordance with the manufacturer's installation instructions.
B. The locations, sizes, capacities and types of all piping, equipment and appurtenances shown on the plans as existing are approximate and may not have been independently verified. The Contractor shall determine the exact locations, sizes, capacities and types of existing piping, equipment and appurtenances. If necessary use electronic pipe locating devices to locate existing piping below grade. The Contractor shall include in his bid allowances for minor modifications to pipe routing necessitated by actual field conditions.
C. The Contractor shall verify all building dimensions with architectural plans and all site dimensions with civil plans prior to submitting a bid.
D. The submission of a bid or proposal will be construed as evidence that the Contractor has familiarized himself with the plan and building site. Claims made subsequent to the proposal for materials and/or labor due to difficulties encountered will not be recognized unless these difficulties could not have been foreseen, even though proper examination had been made.

2. PRODUCTS

2.1 PIPE

- A. See "PIPE MATERIAL SCHEDULE" on sheet P0.1.

2.2 PIPING SPECIALTIES

- A. Trap primers: Precision Plumbing Products Inc., "Prime Rite" trap primer valve with distribution unit where required or Zum Z-102Z Sani-Gard. Trap primers concealed in walls shall have Elmdor DW-SS wall access panel, or approved equal, minimum 10" x 10".
B. Pipe hangers: Tolco, Uni-Strut, Super-Strut or B-Line steel finish. Provide with cushioned clamps inserts. Piping supports shall be J-type hangers. Use beam clamps at hangers from steel beams. All miscellaneous steel, bolts, rods, nuts and washers shall be cadmium electroplated finish. Provide hangers, supports and seismic bracing at intervals per CPC table 313.1.
C. Pipe Supports: All materials shall be new and manufactured for the specific purpose of supporting systems, equipment, pipes and accessories.

- D. All overhead primary pipe supports shall meet the following minimum standards: ANSI/MSS SP-58: Materials, Design, Manufacture, Selection, Application, and Installation; ANSI/MSS SP-69: Selection & Application; ANSI/MSS SP-69: Fabrication & Installation Practices.

- E. All in-wall secondary supports shall meet IAPMO PS 42-2013 Pipe Alignment & Secondary Support Systems

- F. Roof flashings: 4 pound lead construction with minimum 12" base and 12" height.

- G. Pipe Seals: Pipes passing through walls and floors underground provide Link-Seal modular seal assemble WS series, color Black or approved equal by MetraSeal. At fire rated assemblies, provide MetraSeal 120 or approved equal.

- H. Firestopping Sealant: 3M Fire Barrier CP25WB □ Caulk. At PEX tubing, Wirubo Aquapex Firestop sealant listed and tested to ASTM E-814.

- I. Thermometers: Provide thermometers where shown on drawings and diagrams. Provide Weiss digital DVU35 model. Provide thermowell and stem length for insertion of 6" into tanks, and to midline of pipe.

- J. Water Pressure Gauges: Provide pressure gauges where shown on drawings and diagrams. Provide Tericor model 600CB with 3-1/2" dial and 0-160 psig range. Include for each pressure gauge, a 1/4" Dwyer NV11-1B or equal brass needle valve.

- K. Pressure gauges: Provide pressure gauges where shown on drawings and diagrams. Provide Tericor model 600CB with 3-1/2" dial and 0-160psi range. Include for each pressure gauge, a 1/4" Dwyer NV11-1B or equal brass needle valve.

2.3 VALVES

- A. Use full line size ported valves, types and models as follows:

- 1. Water Service Ball Valves: 4 inch and smaller, UL 258 listed, AGA/CGA/ULFM approved, brass body with standard ported hard chrome plated brass ball, lever handle, lead free Apollo 70LF-100 or 70LF-200 series for domestic systems, unless otherwise noted. Provide extended handle shaft where pipes are insulated.

- 2. Water Service Butterfly Valves: sizes 3 inch to 12 inch, Nibco model LD 2000 lug style or approved equal by Apollo, or Jomar. Resilient seat 200 Psig rating at 225F continuous and 250F intermittent service, extended neck to clear insulation, ductile iron body, aluminum bronze disk & EPDM liner. Provide with standard lever handle and install between Std. ASME Class 125/150 Flanges.

- 3. Water Service Globe Valves: 3" and smaller: Nibco T-211-B.

- 4. Water Service Y-Pattern Swing Check Valve: bronze, lead free: 2-inch and smaller: Jomar T-511G or S-511G or equivalent by Milwaukee Valve. 2-1/2 inch to 4 inch: Milwaukee Valve UP967 or UP968.

- 5. Gas Service Valves: 1" and smaller: Jomar T-205. 1-1/4" to 4": Jomar T-100NE. Gas shut off at main to building: Jomar 175LWN brass body painted gray, full line size ball valve, locking wing cap, ISO-9002 approved.

- B. Water Service Strainers: Watts series S775. For potable systems provide lead free Watts series LFS777S. Install ball valve with plug at cleanout connection.

- C. Pressure and Temperature Relief Valves:

- 1. Water heaters with less than 100 MBH input: Watts 100XL.
2. Water heaters with 100 MBH or higher input: Watts 40L.

- D. Circuit Setters: B & G Circuit Setter Plus.

- E. Silent Check Valves:

- 1. 2 inch and smaller: Watts series LF600, bronze, lead free, PTFE seat, rated to 200 psig at 200F.
2. 2-1/2 inch and larger: (For cold water applications only) Milwaukee 1400 series, lead free, cast iron body, stainless steel trim, 125 lb class.

2.4 CLEANOUTS

- A. Finishes: All exposed parts of floor cleanouts in finished areas shall be scoriated nickel bronze.

2.5 INSULATION

- A. Pipe insulation thickness shall be per CMC, California Energy Code (Title 24 Code Section 120.3) or as indicated below, whichever is greater. Pipe insulation thickness indicated below, based on a minimum insulation K-value of 0.24. Service Water Heating Systems (Recirculating sections, electric trace tape, and first 8 feet from storage tank on non-recirculating systems, and all piping on Residential systems).

- 1. Fluid Range 105-140 F:
A. Nominal Pipe Diameter: □ 1 inch □ 1.0 inches of Insulation Wall Thickness Required.
B. Nominal Pipe Diameter: 1 inch and larger □ 1.5 inches of Insulation Wall Thickness Required.

- 2. Fluid Range 141-200 F:
A. Nominal Pipe Diameter: 0.5 inch to □ 1.5 inches □ 1.5 inches of Insulation Wall Thickness Required.
B. Nominal Pipe Diameter: 1.5 inches and larger □ 2.0 inches of Insulation Wall Thickness Required.

- B. Above grade, inside building: Cover all piping, fittings, valves and appurtenances with Owens Corning type SSL II - ASJ 4.5 lb density, preformed, fiberglass with all service vapor jacket. Cover all fittings with Proto or Speedline 20 mil thick PVC fitting covers, color white, attached with adhesive recommended by the manufacturer. Insulation in buildings shall have a flame spread rating not to exceed 25 and a smoke density not to exceed 450 when tested in accordance with USC Standard 8-1, CBC Section 720.2. Exposed pipe and fittings or where routing in return air plenum spaces shall be covered with 25/50 rated Proto or Speedline 20 mil thick PVC fitting covers, color white, attached with adhesive recommended by the manufacturer. PVC covers shall be installed watertight; all jackets penetrations and ends, seams and joints shall be sealed water tight with approved adhesive. Cover all pumps with 1" thick neoprene cover with glued joints.

- C. Above grade, outside building: Cover all piping, fittings, valves and appurtenances with Owens Corning type SSL II - ASJ 4.5 lb density, preformed, fiberglass with all service vapor jacket. Cover all piping and fittings with Proto or Speedline 20 mil thick PVC fitting covers, color white, attached with adhesive recommended by the manufacturer. PVC covers shall be installed watertight; all jackets penetrations and ends, seams and joints shall be sealed water tight with approved adhesive. Cover all pumps with 1" thick neoprene cover with glued joints.

- D. Pipe insulation shields: At all hanger or support locations of insulated piping provide Pipe Shields Inc, Concrete Products Inc, or approved equal.

- E. Below grade piping: Urethane closed cell foam, sealed at all seams and joints. All buried insulated pipe shall have continuous PVC jackets, glued at all seams and joints.

2.7 ADHESIVES, SEALANTS, CAULKS, PAINTS AND COATING

- A. All products shall comply with the VOC limits requirements in CalGreen Code section 5.504. If a non conforming product is found in these bid documents, notify the Architect immediately for an alternate product.

2.8 FIXTURES AND EQUIPMENT

- A. Provide fixtures and equipment of the manufacturer and model numbers shown on the Drawings, complete with all required carriers, stops, supplies, trim, and other items necessary.

- B. All equipment, fixtures and fittings shall conform to California Energy Commission Certification per Section 2-5314(A), where applicable, for energy usage and water usage compliance. See equipment schedules for specific ratings.

2.9 SIGNAGE, PIPE MARKERS, VALVE TAGS AND EQUIPMENT NAMEPLATES

- A. QUALITY ASSURANCE: Meet ANSI A13.1 2007 Scheme for identification of piping systems.

- B. MAIN SHUTOFF VALVE SIGNAGE: Provide custom SETON signage for all cold water mains, domestic water mains, non-potable water mains and fuel gas mains. Located as directed by the Owner. Verify final appearance, text size, colors and material with Owner.

- C. Piping Markers: Provide SETON Opt-Code or approved equal by MSI, self adhesive pipe markers for all piping. Pipe markers shall include direction of fluid flow arrows, color coded field and lettering height in accordance with OSHA and ASME (ANSI) Standard A13.1-2007. As a minimum, pipes shall be marked with service and direction at both sides of wall penetration, within 20 ft of change in direction, and at maximum intervals of 50 ft.

- D. VALVE TAGS: Provide SETON stamped 19 gauge brass, 1-1/2" diameter round with 3/16" diameter top hole valve tags. 1/2" high numbers, black filled. Provide with no.6 brass beaded chain valve tag fasteners.

- 1. Tag valves with identifying number. Do not tag equipment isolation valves.

- 2. Prepare lists of tagged valves indicating location, floor level, tag number, system type (or number) and use. Prepare separate lists of each system. Include copies in each maintenance manual.

- 3. Prepare a 48 x 36 flow diagram of each system indicating tag number. The flow diagram shall be framed with glass or laminated face and be mounted in a location per Owner's direction.

- E. EQUIPMENT NAMEPLATES: Provide SETON custom engraved acrylic (plastic), Black with white border and lettering, 3" wide by 1" high with minimum 1/4" lettering, attached with two small screws. Provide a label at each piece of major equipment for equipment identification.

- F. NON-POTABLE WATER SYSTEM IDENTIFICATION: Clearly identify non-potable water systems per CPC section 601.2.2.1 with minimum length of color field and size of letters per table 601.2.2 with purple (Pantone color No. 512, 522C or equivalent) background with black uppercase black letter with the wording per 601.2.2.1. The background color and required information shall be indicated at intervals no less than every 20 feet but not less than once per room, and be visible from the floor level.

2.10 OTHER MATERIALS

- A. Other materials not specified, but required for a complete installation, shall be as selected by the Contractor subject to acceptance by the Engineer.

1. EXECUTION

3.1 GENERAL

- A. Verify that the work of this Section may be completed in accordance with all pertinent codes and regulations, the Construction Documents, approved Submittals, and the manufacturers' recommendations. In the event of discrepancy, immediately notify the Engineer. Do not proceed in areas of discrepancy until all discrepancies have been resolved.

- B. Install all equipment per manufacturer's instructions and recommendations.

- C. Install all equipment level.

- D. See structural drawings for details of underground piping beneath and through building footings.

- E. Do not cut into or reduce the size of any load-carrying member without the prior approval of the Architect.

- F. Anchor piping subject to expansion or contraction in a manner permitting strains to be evenly distributed. Provide offsets and expansion compensation devices as required to prevent undue stress on the piping and building components. Allow for pipe expansion of 1 inch per 100 feet.

- G. Piping shall be securely held in place by hangers, supports & trapezes in accordance with CA Plumbing Code Section 313. All hangers shall be designed to support the pipe, including fluid and insulation. Provide Pipe Shields Inc. insulated pipe supports or approved equal where 1" diameter and larger pipe is supported and at all drops to hose stations. Provide Specialty Products Company "Acoustic-Plumb" system vibration absorption supports.

- H. Where piping passes through foundations, footings or bearing walls, provide PVC pipe sleeves two sizes larger than the pipe passing through the structure. Caulk the annular space between the pipes or provide Link-Seals at foundation walls. Provide chrome plated brass split escutcheons where pipes pass through finished floors, ceilings, or walls.

- I. Foam pipe wrap all unsleeved piping passing through or in concrete: Benjamin Mfg. Co. in-sul wrap #6200. Apply in spiral wrap with one third overlap. Provide minimum of 3/8" annular space (between concrete and pipe).

- J. Provide accessible shut-off valves at all fixtures, equipment, and appliances. Provide access doors where valves are installed behind or above non-removable construction. Install all below-grade valves in concrete valve boxes. Install boxes flush with the finished grade. Install water hammer arrestors, valves, air vents and other appurtenances in accessible locations, or provide access doors.

- K. Provide 1/2" minimum separation between piping and building construction.

- L. Make allowances for building and support structure movement.

- M. Do not support piping from other pipes, ductwork or other equipment that is not building structure.

- N. All steel piping and appurtenances exposed to weather shall be galvanized or zinc plated.

- O. Isolate all dissimilar metals with dielectric unions, except that brass or bronze valves do not need to be isolated from steel pipe.

- P. Where threaded piping connects between plastic and metal materials, provide metal female connection. Do not provide a metal male connection at these types of transitions.

- Q. Provide unions at 2-1/2" and smaller equipment connections. Provide flanges at larger equipment connections.

- R. Provide straight pipe with a minimum length of six times the pipe diameter upstream of pumps.

- S. Insulate hot water recirculation main and hot water return piping with the specified insulation per California Title 24 energy code.

- T. Ends of insulation shall be tightly butted together and held in place with bands at a max of 24" on centers

- U. Insulate all piping components, including but not limited to flexible connectors/expansion joints, valves, equipment, fittings & instruments.

- V. Test plugs shall be installed to clear insulation.

- W. Valve handles shall be installed to clear insulation/jacket by 3/4" (minimum).

- X. Finish insulation neatly at pipe supports.
Y. Provide molded/formed fitting covers for all pumps, fittings, valves, etc... Such covers shall be removable for access to equipment and valves.
Z. Piping shall not be in contact with hangers or building members.
AA. Inside buildings locate jacket seams in least visible location. Outside where exposed to weather, locate jacket seams on bottom of piping.
AB. Piping shall be pressure tested and inspected prior to being insulated.
AC. Provide UL listed fire stopping, installed per manufacturer's recommendations, where pipes pass through fire rated construction.
AD. All horizontal waste piping is to be at a 2% slope unless otherwise noted on the plans.

3.2 REQUIREMENTS FOR ACCEPTANCE

- A. Make arrangements with the Engineer and the Building Inspector to observe the Work prior to covering or enclosing the work.

- B. Clean and flush all piping systems and equipment to remove all contaminants.

- C. Sterilize all water systems: Coordinate times of sterilization with the Owner. Sterilization shall be completed by a Qualified Applicator licensed by the Department of Pesticide Regulation. Provide warning signs during sterilization to prevent system use during sterilization. Provide documentation that indicates when the sterilization was completed. Do not use chlorine for sterilization and verify that the sterilization method does not adversely affect the piping system. Submit a procedure from a certified water piping sterilization company based on the following outline:
1. After the system is hydrostatically tested, the piping will be flushed with potable chlorine free water to remove any particulate matter that will be present.

- 2. Add Mincare and potable water into the system. The residual Mincare concentration shall not be less than 50 ppm or more than 100 ppm at each fixture outlet. Sterilize all hot and cold water piping with Mincare solution for minimum 3 hours.
3. After step 2 is completed, the system will be drained and thoroughly flushed with fresh potable water until samples test negative to Mincare test strips and megohms are equal to that of the incoming water.

- 4. Samples will be taken for bacteria analysis at a minimum 12 hours after step 3 is completed.
5. Upon completion, submit a certificate from the Licensed Qualified Applicator stating that the sterilization process was completed per the project specifications.

- D. Testing, Adjusting and Reporting: Operate all equipment that is a part of this Division and report the following:
1. Pumps: motor amps, pump rotation direction, differential pressure.
2. Boilers: differential pressure, flow (GPM), differential temperature at each firing stage, combustion gas NOx and CO levels, fuel gas pressure, verify that controls operate per plans and specifications.
3. Water heaters: Hot water supply temperature.

- E. Test and balance all pumps and pumping systems and hydronic piping systems in accordance with AABC National Standards for Field Measurements and Instrumentation. Testing shall be done by an AABC licensed TAB Contractor or independent certified NEBB Contractor which in not affiliated with a Mechanical Contractor, design Engineer or equipment manufacturer. Provide test reports for approval. The test reports shall include, but not be limited to the following information:
1. Operating and nameplate data for all pumps and pumping equipment; including motor speed and motor amps.
2. Water flow rates and pressures at all pumps, boilers, water heaters and through all control valves.

- F. Adjust and test all shower and tub/shower combination control valve handle stops per the manufacturers instructions to deliver a maximum mixed water temperature setting of 120 F (after main water heating system has been set). Adjust and test all tempering valves to the scheduled temperature (where not scheduled provide 105 F at public lavatories and hand sinks, and all others provide at 120 F).

- G. The Contractor shall test all Plumbing equipment shown on the drawings. Testing and documentation shall be in accordance with manufacturer's installation instructions and California Energy Code NRCC-PLB certificate of compliance forms.

- H. The Contractor shall coordinate and schedule with the General Contractor, (or Owner where applicable), Controls Contractor, other subcontractors and the Owner as necessary to complete all testing in a timely manner.

- I. The Contractor shall submit all completed and signed reporting documents in one package (in PDF format) to the Mechanical Engineer of Record and Commissioning Agent (CxA) for review and approval. Any comments and/or corrections shall be addressed promptly, retested, and an updated report resubmitted for approval prior to completion. Provide an additional copy to the building department official where requested.

- J. Test the plumbing systems as outlined below. Isolate all equipment, instruments, and gauges that are not rated for test pressure. If the piping fails the test, repair faulty sections and retest. Provide documentation that all piping systems passed pressure test, indicate day of test and ambient temperature. Piping must be pressure tested and inspected prior to being insulated.
1. DWV systems: Test with a 10 foot water head for a minimum of one hour.
2. Water lines: Test with water at 100 PSIG for 24 hours.
3. Fuel gas: Test with air at 50 PSIG for 8 hours, or as required by CPC.

- K. An "AS-BUILT" red lined drawing set shall be kept on site and updated daily. Any relocated piping including any changes to: the invert elevations, below floor and below grade sanitary sewer piping, grease waste piping, process waste piping and storm drain piping.
L. Prior to job completion provide Autocad (DWG) AS-BUILT drawings on compact disk media.

- M. Provide operation and maintenance manuals on all equipment include equipment warranties certificates.
N. Instruct the Owner on how to operate and maintain all systems and equipment that are a part of this Section.

END OF SECTION



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SONOMA VETERANS' MEMORIAL BUILDING Kitchen Alterations 126 First Street West, Sonoma, California

PLUMBING SPECIFICATIONS

Job No: TEP2587

Drawn By: RGJ/JY

Checked By: BM

Cad File:

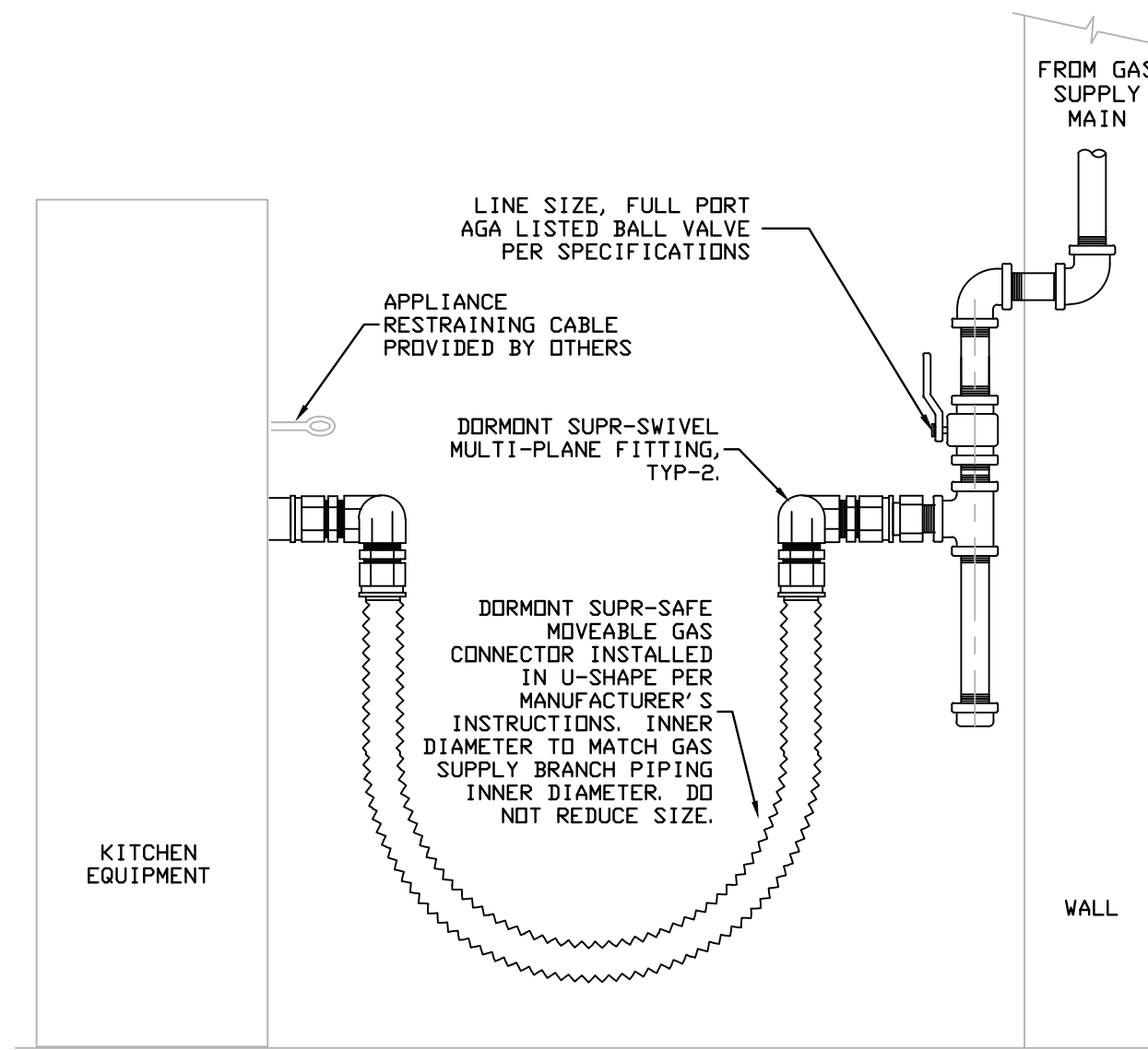
Date: 06/30/16

Revisions

Sheet Number

P-002

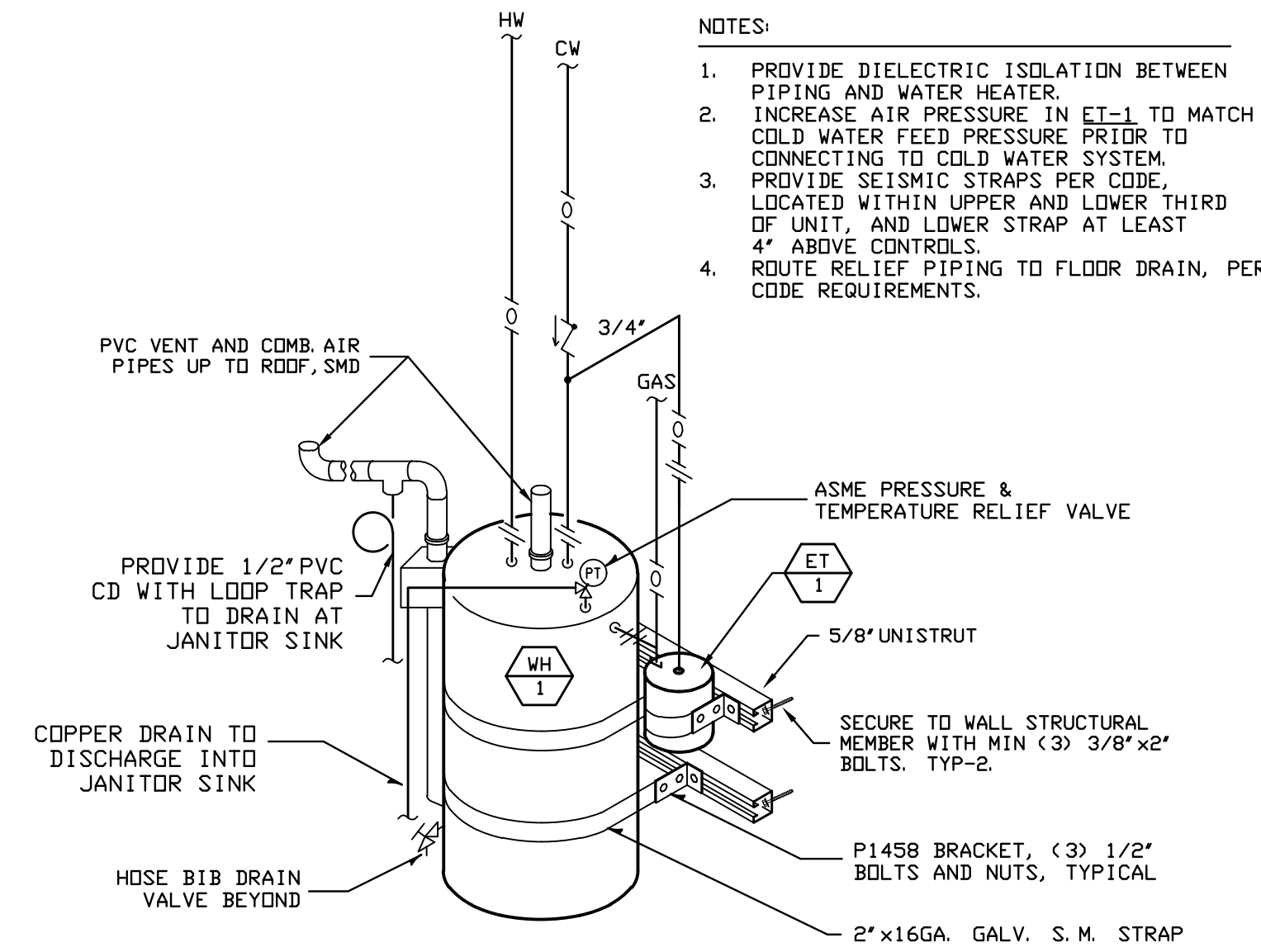
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GAS CONNECTION AT APPLIANCES

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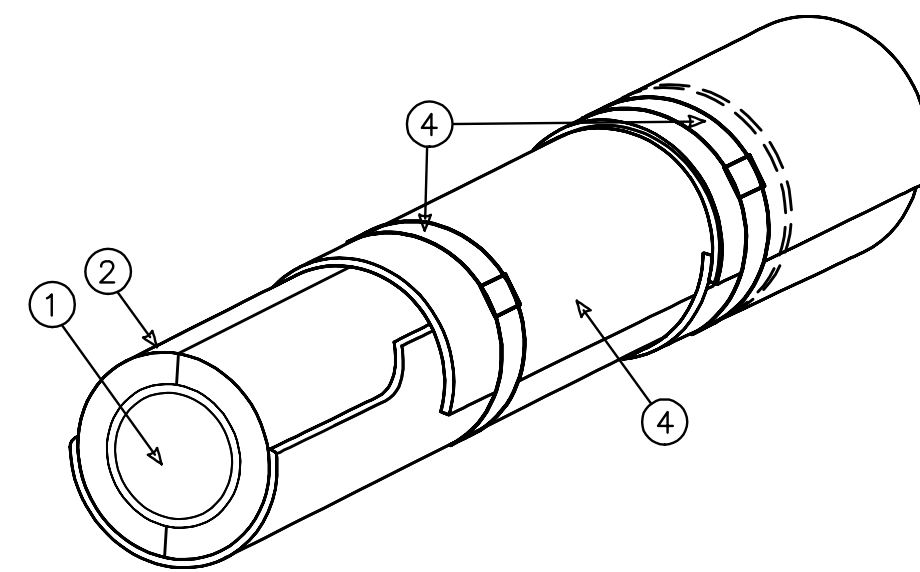
8



GAS WATER HEATER DETAIL

NTS

5



1. PIPE
2. FIBERGLASS INSULATION WITH ALL SERVICE JACKET.
3. (WHERE REQUIRED PER THE PLUMBING SPECIFICATIONS) ALUMINUM JACKETING.
4. WHERE PIPING IS NOT CONCEALED IN WALL OR CEILING SPACES, PROVIDE GRAY PVC JACKETING. SILICONE CAULK PVC JACKETING SEAMS, JOINTS & ENDS WATERTIGHT WITH APPROVED ADHESIVE. INSIDE BUILDINGS LOCATE JACKET SEAMS IN LEAST VISIBLE LOCATION. OUTSIDE, WHERE EXPOSED TO WEATHER, LOCATE JACKET SEAMS ON BOTTOM OF PIPING.

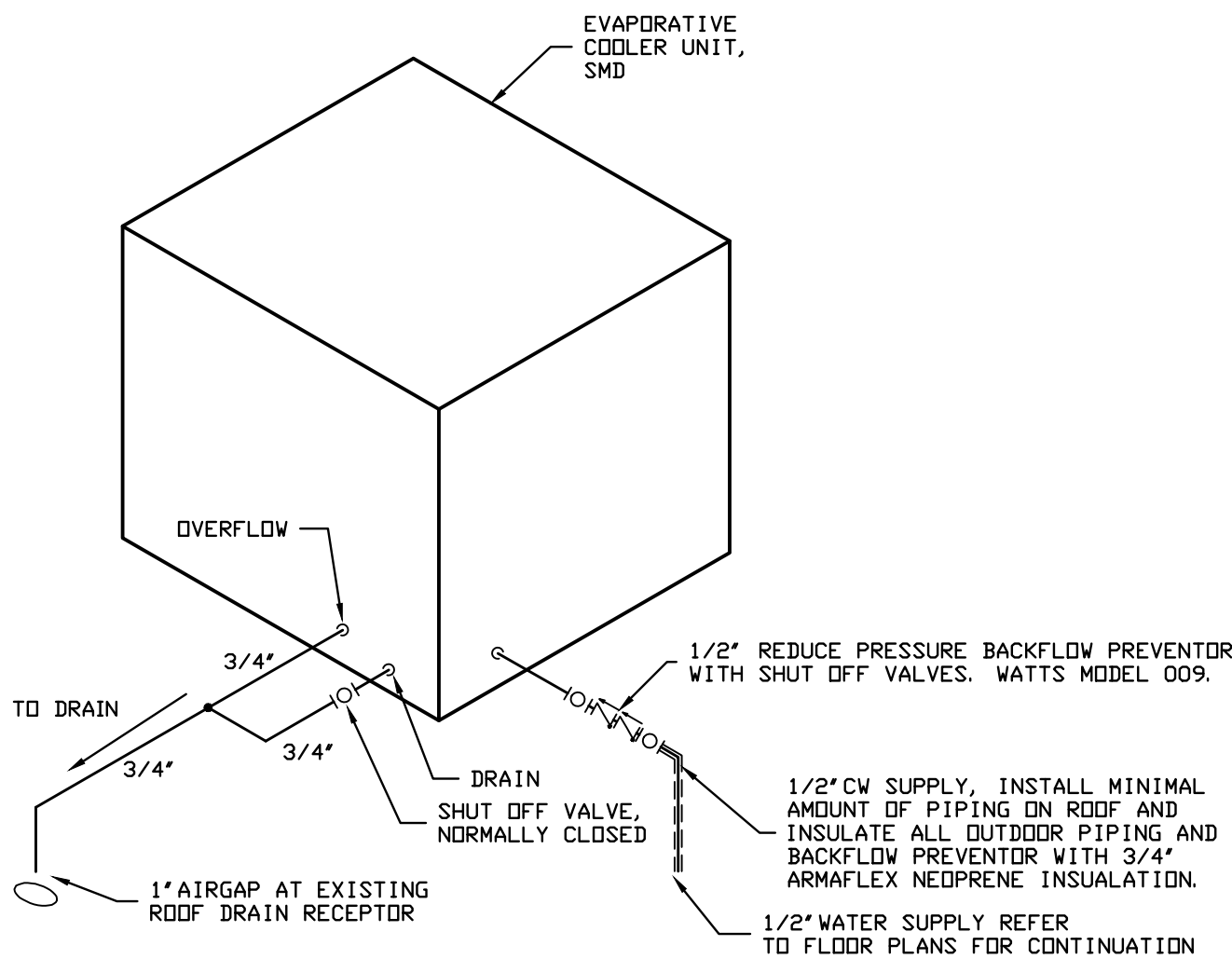
INSULATION THICKNESS (1)					
SERVICE	TEMPERATURE RANGE	NOMINAL PIPE DIAMETER (in inches)			
		1/2	3/4	1	1 1/2
HOT WATER (2)	105F - 140F	1.0	1.5	1.5	1.5
HOT WATER (2)	141F - 200F	1.5	1.5	2.0	2.0
COLD WATER (3)	FREEZE PROTECTION	3/4	3/4	3/4	3/4

- NOTES:
1. REFERENCE 2013 CALIFORNIA ENERGY CODE, TABLE 120.3-A.
 2. INSULATE ALL HOT WATER SYSTEMS AS INDICATED.
 3. COLD WATER IS ONLY INSULATED OUTSIDE THE BUILDING, WHERE EXPOSED TO EXTERIOR AMBIENT CONDITIONS, FOR FREEZE PROTECTION.

PIPE INSULATION DETAIL

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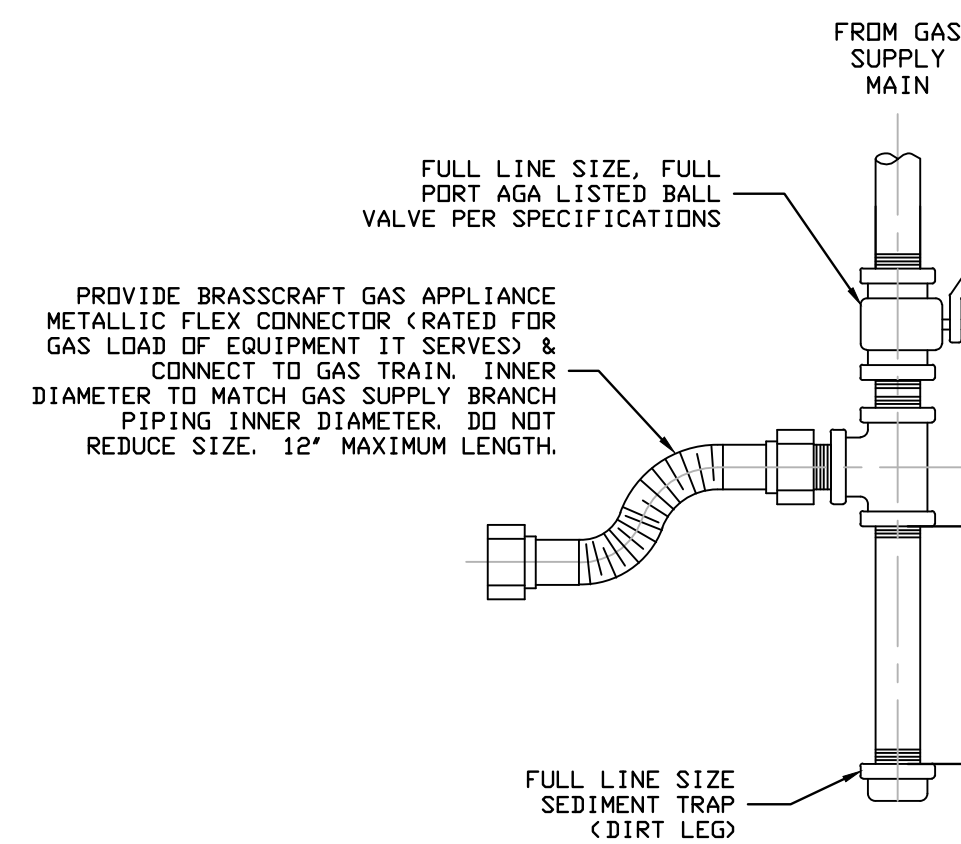
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EVAPORATIVE COOLER PIPING ON ROOF

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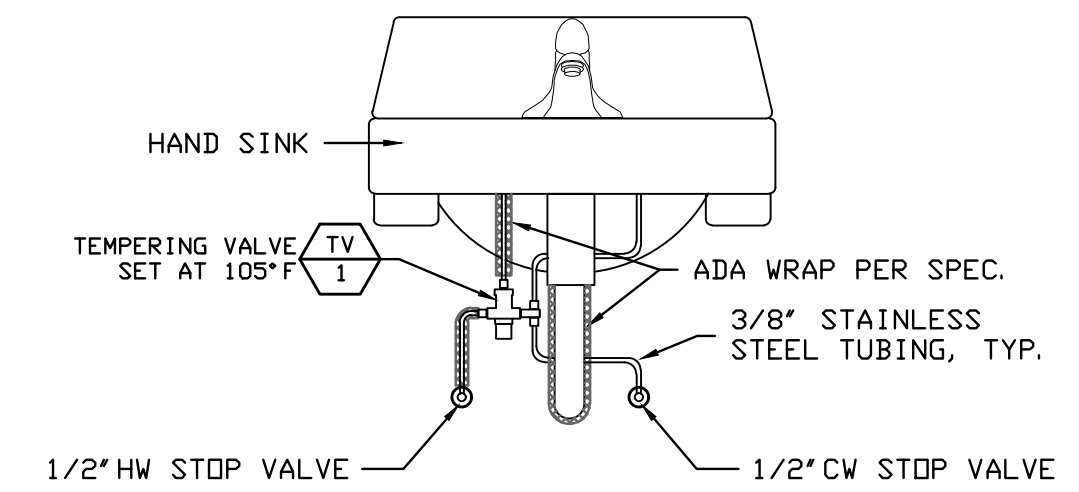
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GAS PIPING EQUIPMENT CONNECTION

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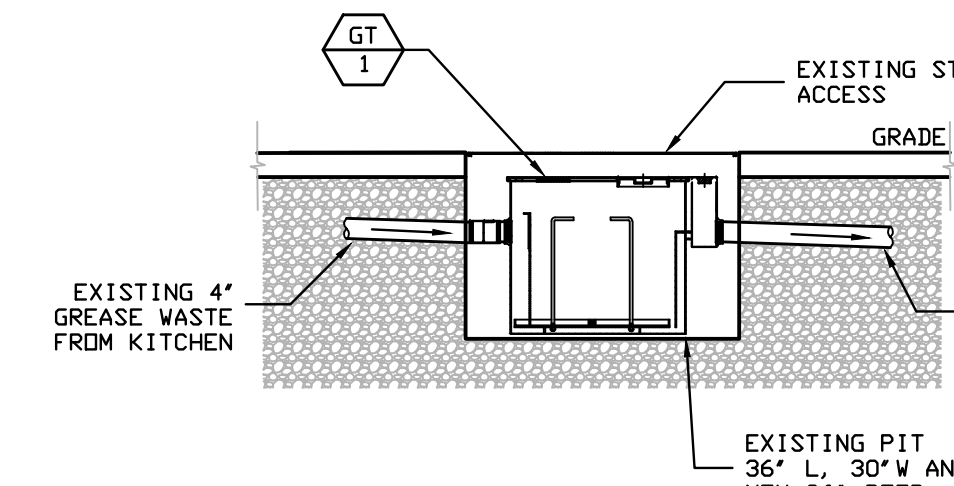
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TEMPERING VALVE AT HAND SINK

NTS

1

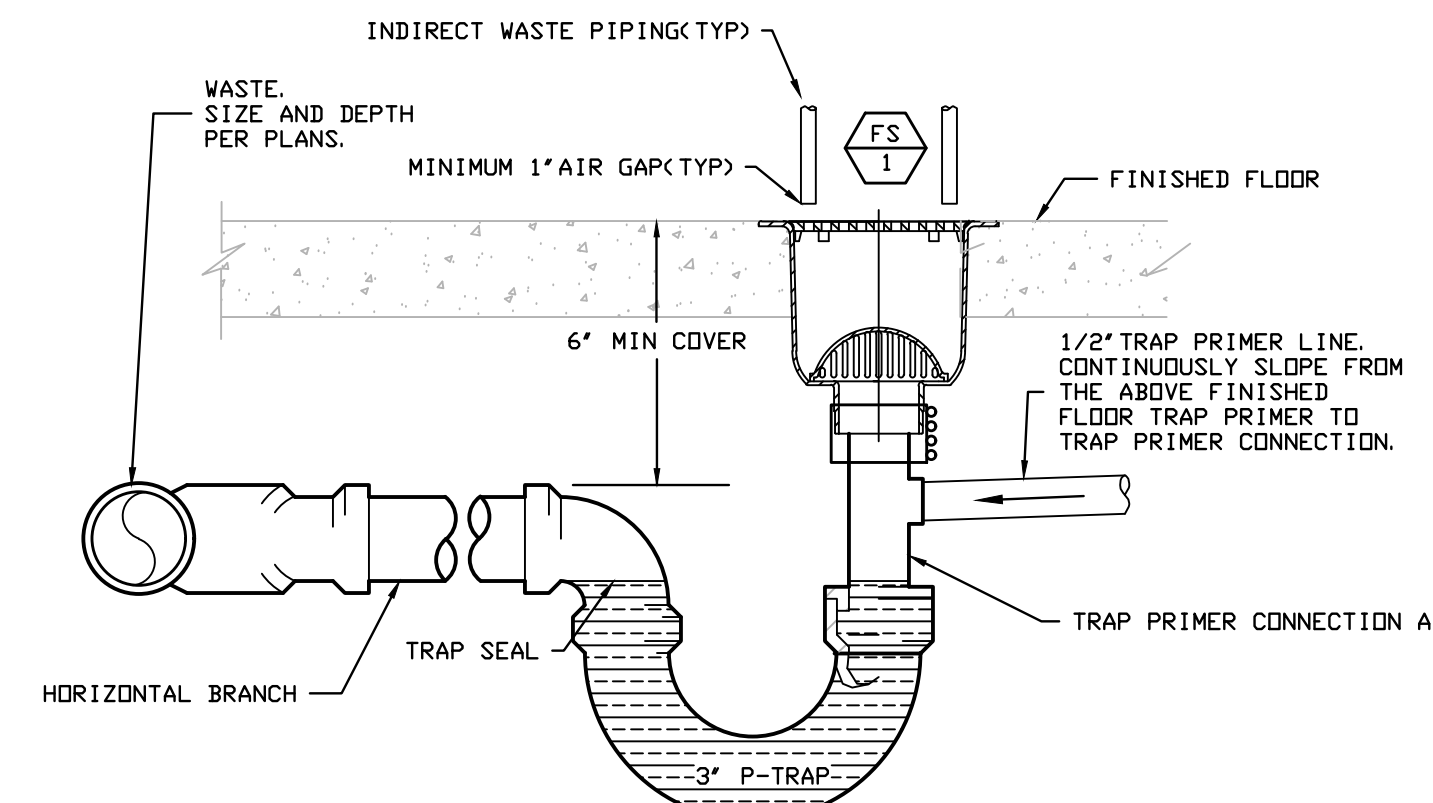


- NOTES:
1. INSTALL GREASE INTERCEPTOR PER MANUFACTURER'S INSTRUCTIONS.

GREASE INTERCEPTOR (GI-1) DETAIL

NTS

2

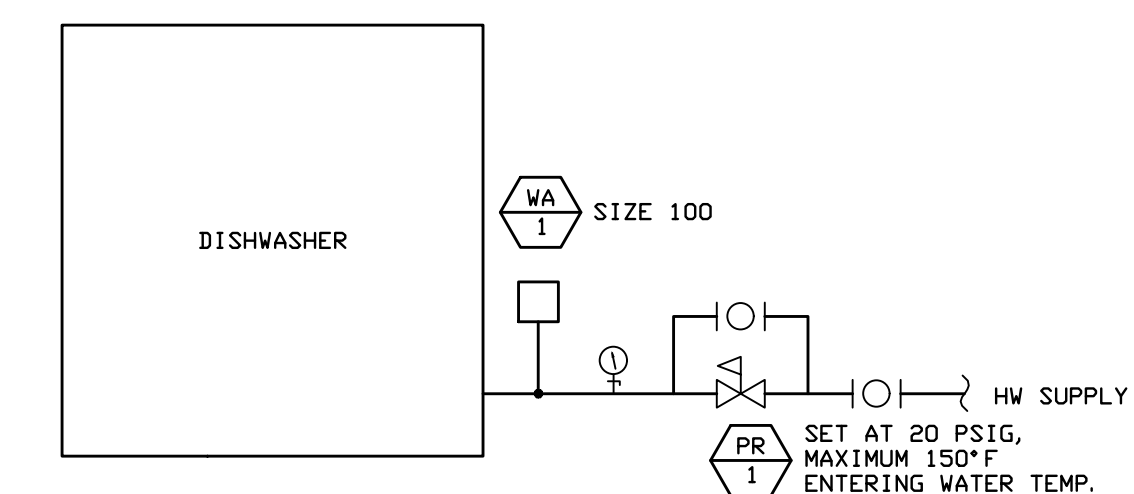


- *THIS DETAIL IS FOR COMBINATION WASTE/VENT TYPE SYSTEM

FLOOR SINK W/ TRAP PRIMER

NTS

3



- NOTE:
1. OMIT PR-1 IF DISHWASHER/ GLASS WASHER CAN RECEIVE LINE PRESSURE.

DISHWASHER DETAIL

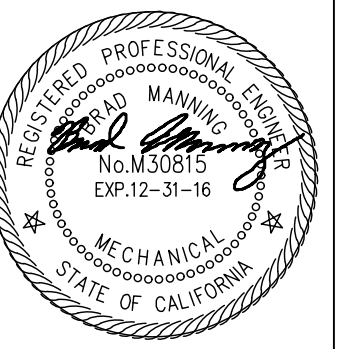
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4

GLASS
ARCHITECTS

200 E STREET
Suite 100
Santa Rosa Ca 95404
Tel: (707) 544-3920
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SONOMA VETERANS' MEMORIAL BUILDING
Kitchen Alterations
126 First Street West, Sonoma, California

PLUMBING DETAILS

Job No: TEP2587
Drawn By: RGJ/JY
Checked By: BM
Cod File:
Date: 06/30/16

Revisions

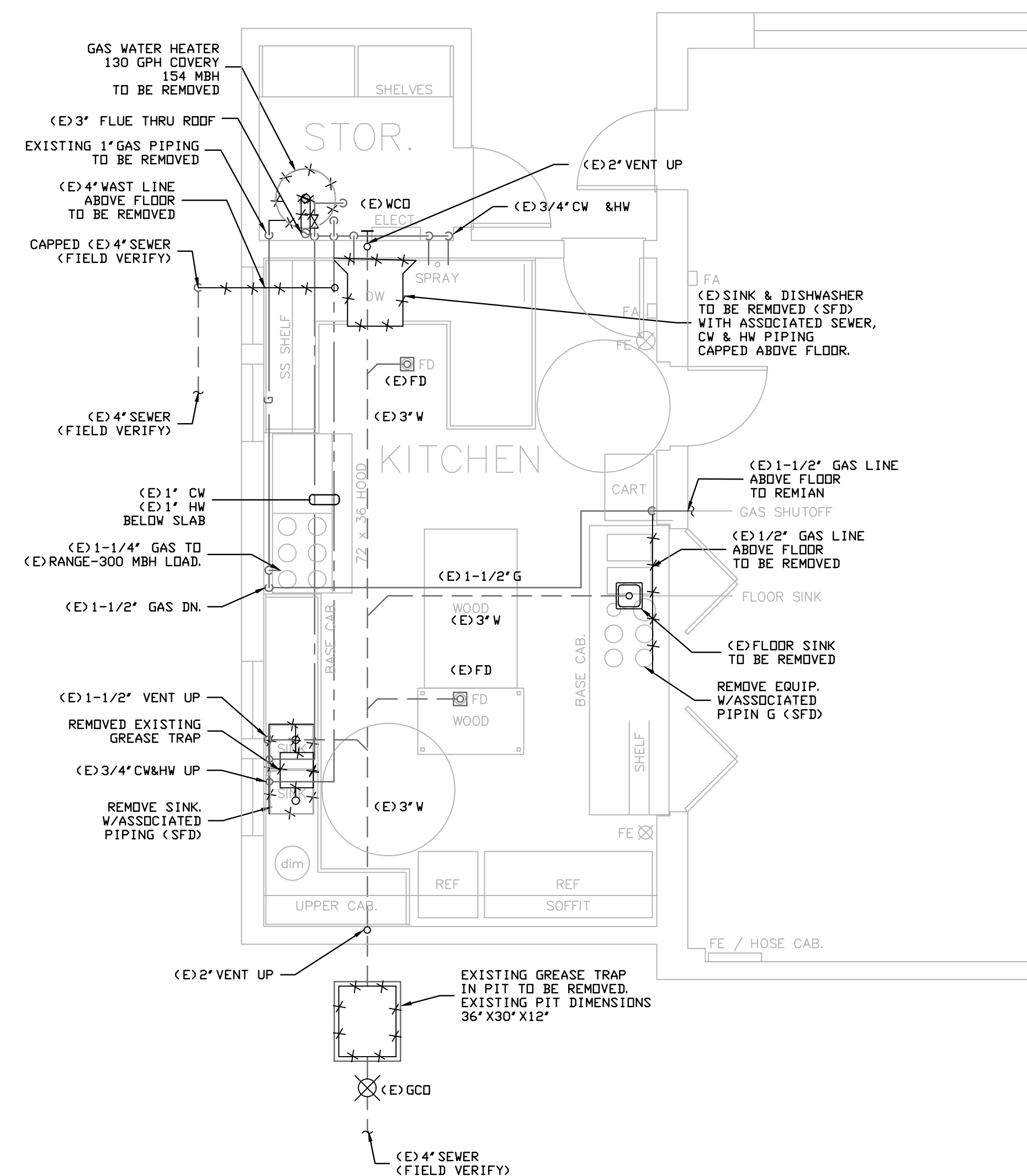
Sheet Number

P-003

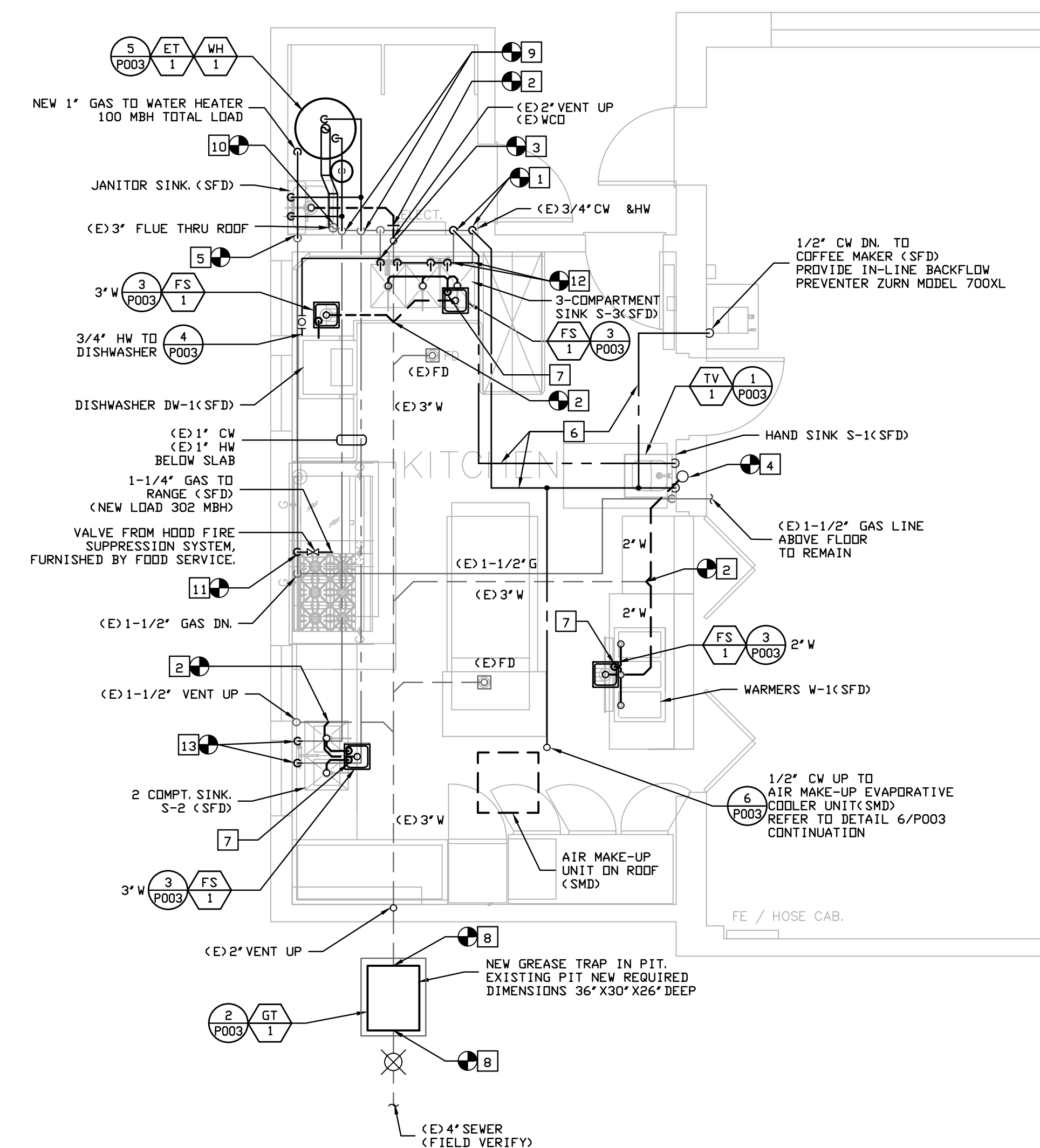
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SHEET NOTES:

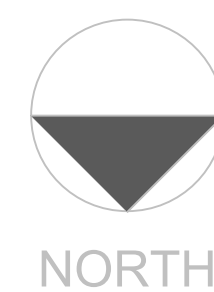
- 1 CONNECT NEW 3/4" CW & 1/2" HW PIPING TO EXISTING 3/4" CW&HW PIPING.
- 2 CONNECT NEW 3" WASTE PIPING TO EXISTING 3" WASTE PIPING BELOW SLAB. VERIFY LOCATION IN FIELD.
- 3 CONNECT NEW 3/4" HW PIPING TO EXISTING HW PIPING SERVING THE DISHWASHER (SFD).
- 4 PROVIDE NEW 2" WASTE AND 1-1/2" VENT TO CONNECT TO EXISTING VENT PIPING IN CEILING FOR HAND SINK (SFD). VERIFY EXACT LOCATION IN FIELD.
- 5 1" GAS PDC TO (E) 1" GAS. VERIFY EXACT LOCATION IN FIELD.
- 6 INSTALL NEW PIPING ABOVE CEILING.
- 7 PROVIDE NEW 1-1/2" WASTE FROM FOOD SERVICE EQUIPMENT (SFD). INSTALL PIPING TO DISCHARGE INTO FLOOR SINK WITH A MINIMUM 1" AIR GAP.
- 8 CONNECT NEW 4" WASTE PIPING TO EXISTING 4" WASTE PIPING BELOW SLAB IN EXISTING PIT. VERIFY LOCATION IN FIELD.
- 9 CONNECT NEW 1" CW&HW PIPING TO EXISTING 1" CW&HW PIPING SERVING THE ENTIRE KITCHEN AND WATER HEATER.
- 10 CONNECT NEW 3" FLUE VENT TO EXISTING 3" VENT FLUE.
- 11 1-1/4" GAS PDC TO (E) 1-1/4" GAS. FOR NEW RANGE VERIFY EXACT LOCATION IN FIELD.
- 12 CONNECT NEW 3/4" CW&HW PIPING TO EXISTING 3/4" CW&HW PIPING SERVING 3-COMPARTMENT SINK (SFD).
- 13 CONNECT NEW 3/4" CW&HW PIPING TO EXISTING 3/4" CW&HW PIPING SERVING 2-COMPARTMENT SINK (SFD).



1 EXISTING FLOOR PLAN - DEMOLITION
1/4" = 1'-0"



2 FLOOR PLAN - NEW WORK
1/4" = 1'-0"





SHEET NOTES

- 6.1 New 2x4 @ 16" oc wood stud walls, painted gypsum board finish and base to match existing conditions in the Banquet Room. Top of wall @ +8'-10" above finish floor. Provide (2) sets of 48" x 84" x 1 3/4" S.C. paint-grade wood doors in painted wood frames, keyed locks. Provide 9" x 1'-6" x 5-high adjustable wire shelving by 'Metro' for dry goods storage. See notes on sheet A4.1.
- 6.2 New 2x4 @ 16" oc wood stud walls, painted gypsum board finish and base to match existing conditions in the Banquet Room. Top of wall @ +8'-10" above finish floor. Provide (1) set of 60" x 84" x 1 3/4" S.C. paint-grade wood doors in painted wood frames, keyed locks. Provide 4'-0" x 1'-6" x 5-high adjustable wire shelving by 'Metro' for dry goods storage. See notes on sheet A4.1.

DISABLED ACCESS @ INTERIORS

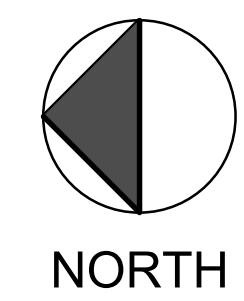
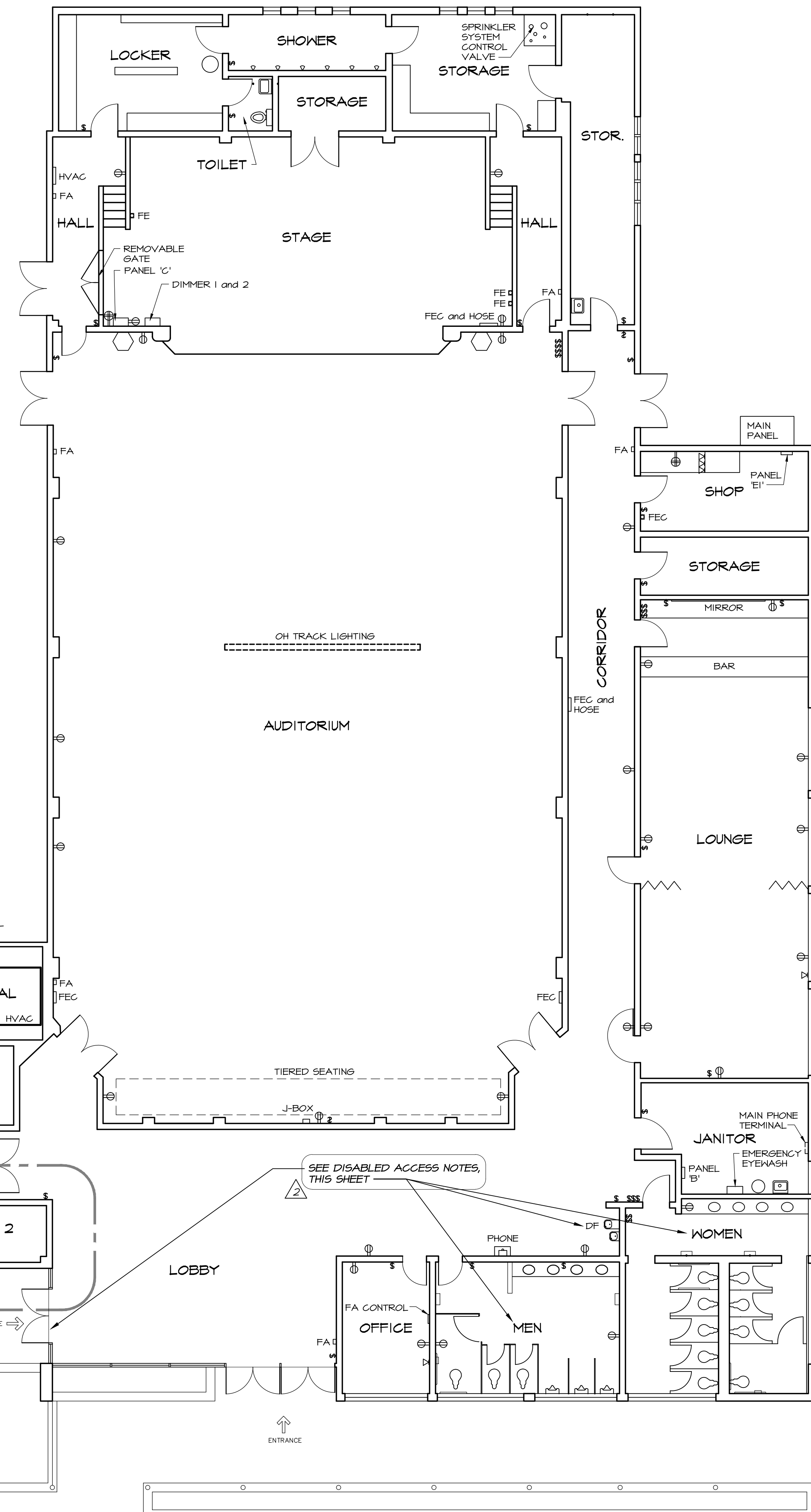
Per Sonoma County FRMD POLICY AND PROCEDURE' Number 4-4-9, the Toilet Rooms and Entry Doors were field measured for compliance, as follows.

Men's Room:
Entry door: 36" wide, complying hardware, >60" x 54" maneuvering space at pull side; outside OK
Accessible stall dimensions: 60 1/2" x 104"
Toilet dimension: 24" from rear wall
Toilet to wall: 18"
Toilet Seat Height: +18"
Toilet Lever: +27" on wide side
Grab bar @ rear: 36" and 6" from side wall
Grab bar @ side: 42" and 12" from back wall
Grab bar height: +33 1/4" to centerline
SCD location: +40" to highest operable part
TP dispenser location: 12" out from toilet, +22"
Toilet stall door: 34" self-closing with latch
Urinal height: +16"
Urinal depth from rear wall: 15"
Urinal controls: Lever @ +37"
Urinal maneuvering space: >30" x 48"
Lav counter height: +34" on left side, +34 1/4" on right side with 29 1/2" clear below
Lav depth: 7" deep
Lav controls: Push button
Lav exposed pipes below: Wrapped
Mirror above lav: Bottom at +40 1/2"
PTD 1: +41" to highest operable part
PTD 2: +54" to highest operable part
Soap dispensers: +44" with 20" forward reach
Baby Changing Station: Tray at +34"
Signage: Door signage and wall signage at +60" with raised characters and braille

Women's Room:
Entry door: 36" wide, complying hardware, 60" x 54" maneuvering space at pull side; inside OK
Accessible stall dimensions: 70 1/2" x 100"
Toilet dimension: 26" from rear wall
Toilet to wall: 19"
Toilet Seat Height: +18"
Toilet Lever: +27" on wide side
Grab bar @ rear: 36" and 5" from side wall
Grab bar @ side: 42" and 7" from back wall
Grab bar height: +33 1/4" centerline
SCD location: +40" to highest operable part
TP dispenser location: 12" out from toilet, +17"
Toilet stall door: 35" not self-closing, with latch
Number of toilets: 4
Lav counter height: +32 1/4" with 29 1/4" clear below
Lav depth: 6" deep
Lav controls: Push button
Lav exposed pipes below: Wrapped
Mirror above lav: Bottom at +37"
PTD 1: +34" to highest operable part
PTD 2: +34" to highest operable part
Soap dispensers: +34" with 20" forward reach
Baby Changing Station: Tray at +34"
Signage: Door signage and wall signage at +60" with raised characters and braille

Drinking Fountain:
Type: Stainless steel High-Low
Spout at +34 1/2" and +40"
Top at +33" and +39"
Bottom at +26 1/2" and +32 1/2"
Operable parts at front of unit
Depth from wall: 19" and 15 1/2"
Alcove: 18" deep x 64" wide

Entry Doors:
Pair 3'-0" x 7'-0" Storefront (3 sets)
Threshold: OK
Bottom kick panel: OK
Electric Operator: Yes
Operator controls: panel from +5" - +41"
Hardware: Panic exit devices and pulls
Force to open: N/A, operator
Closing Speed: N/A, operator



Jan 5, 2017
The work in Delta 2 below is not part of the current scope of work. It may be added later as a separately-funded Supplemental Job Order, depending on the outcome of discussions with Permit Sonoma.

DISABLED ACCESS @ INTERIORS

Contractor's Work:

Men's Room:
TP dispenser location: Remove and relocate TP dispenser 7" - 9" from front of toilet bowl, +19" min above floor and below grab bar. Restore wall finishes.
Lav controls: Verify the metering controls remain open for 10 seconds min.
Mirror above lav: Remove mirror, remove 2" high tile above splash, reinstall existing or new mirror with bottom at +40" max. Restore wall finishes.
PTD 1: Remove dispenser nearest entry door, reinstall it on opposite wall with highest operable part at +48" max. Restore wall finishes.
Soap dispensers: Remove and reinstall at +48" to highest operable part (20" forward reach)

Women's Room:
Toilet to wall: Remove and reinstall toilet with centerline at 18" from side wall. Or furr out side wall about 1" at wainscot only for required 18" distance. Restore floor and wall finishes.
Grab bar @ side: Remove and reinstall grab bar at 12" from rear wall. Restore wall finishes.
TP dispenser location: Remove and relocate TP dispenser 7" - 9" from front of toilet bowl, +19" min above floor and below grab bar. Restore wall finishes.
Toilet stall door: Replace hinges for self-closing feature
Number of toilets: Stall nearest the entry door; verify 60" x 35-37" width; replace hinges for self-closing door; add compliant door pulls and slide latch; add (2) 42" grab bars to meet ambulatory stall requirements.
Lav controls: Verify the metering controls remain open for 10 seconds min.

Toilet Room Doors:
Adjust or replace closers for min 5 second closing speed (90-12 degrees) and max opening force of 5 pounds

(E) DRY STORAGE SHELVING, SEE NOTE 10.2/A4.1

(N) DRY STORAGE CLOSET and SHELVING, SEE NOTE 6.1/- REMOVE (E) WAINSCOT FOR REUSE

(N) METAL LOCKERS, 12" x 12" x 6" HIGH, FOR EMPLOYEE'S PERSONAL EFFECTS, VERIFY LOCATION PRIOR TO INSTALL

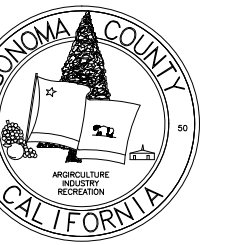
(N) DRY STORAGE CLOSET and SHELVING, SEE NOTE 6.2/-

RELOCATE (E) OUTLET and (2) (E) WALL-MOUNT LIGHT FIXTURES AS DIRECTED BY COUNTY MANAGEMENT

all ENLARGED PLAN, A4.1 KITCHEN IMPROVEMENTS

SEE DISABLED ACCESS NOTES, THIS SHEET

1 OVERALL FLOOR PLAN
1/8" = 1'-0"



SITE PLAN

Job No: G1405 T
Drawn By: DZ
Checked By: CS
Cad File: 1405T A11
Date: June 30 2016

Revisions
FRM/D Plan Review Resubmittal 12/15/16

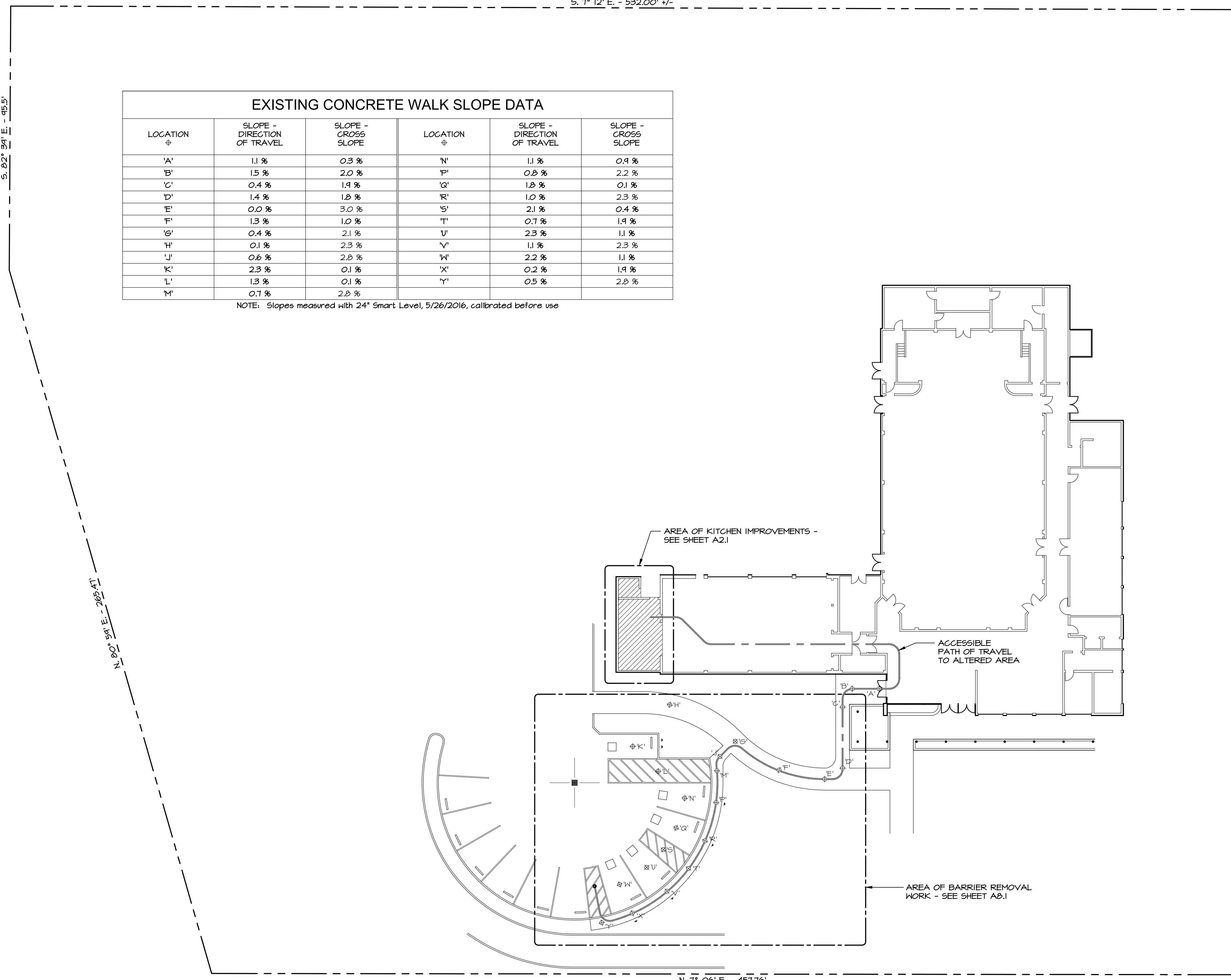
Sheet Number

A1.1

S. 7° 12' E. - 532.00' +/-

EXISTING CONCRETE WALK SLOPE DATA					
LOCATION ⊕	SLOPE - DIRECTION OF TRAVEL	SLOPE - CROSS SLOPE	LOCATION ⊕	SLOPE - DIRECTION OF TRAVEL	SLOPE - CROSS SLOPE
A'	1.1 %	0.3 %	N'	1.1 %	0.9 %
B'	1.5 %	2.0 %	P'	0.8 %	2.2 %
C'	0.4 %	1.9 %	Q'	1.8 %	0.1 %
D'	1.4 %	1.8 %	R'	1.0 %	2.3 %
E'	0.0 %	3.0 %	S'	2.1 %	0.4 %
F'	1.3 %	1.0 %	T'	0.7 %	1.9 %
G'	0.4 %	2.1 %	U'	2.3 %	1.1 %
H'	0.1 %	2.3 %	V'	1.1 %	2.3 %
J'	0.6 %	2.8 %	W'	2.2 %	1.1 %
K'	2.3 %	0.1 %	X'	0.2 %	1.9 %
L'	1.3 %	0.1 %	Y'	0.5 %	2.8 %
M'	0.7 %	2.8 %			

NOTE: Slopes measured with 24" Smart Level, 5/26/2016, calibrated before use



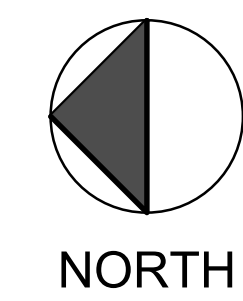
S. 82° 34' E. - 465.5'

N. 80° 54' E. - 205.41'

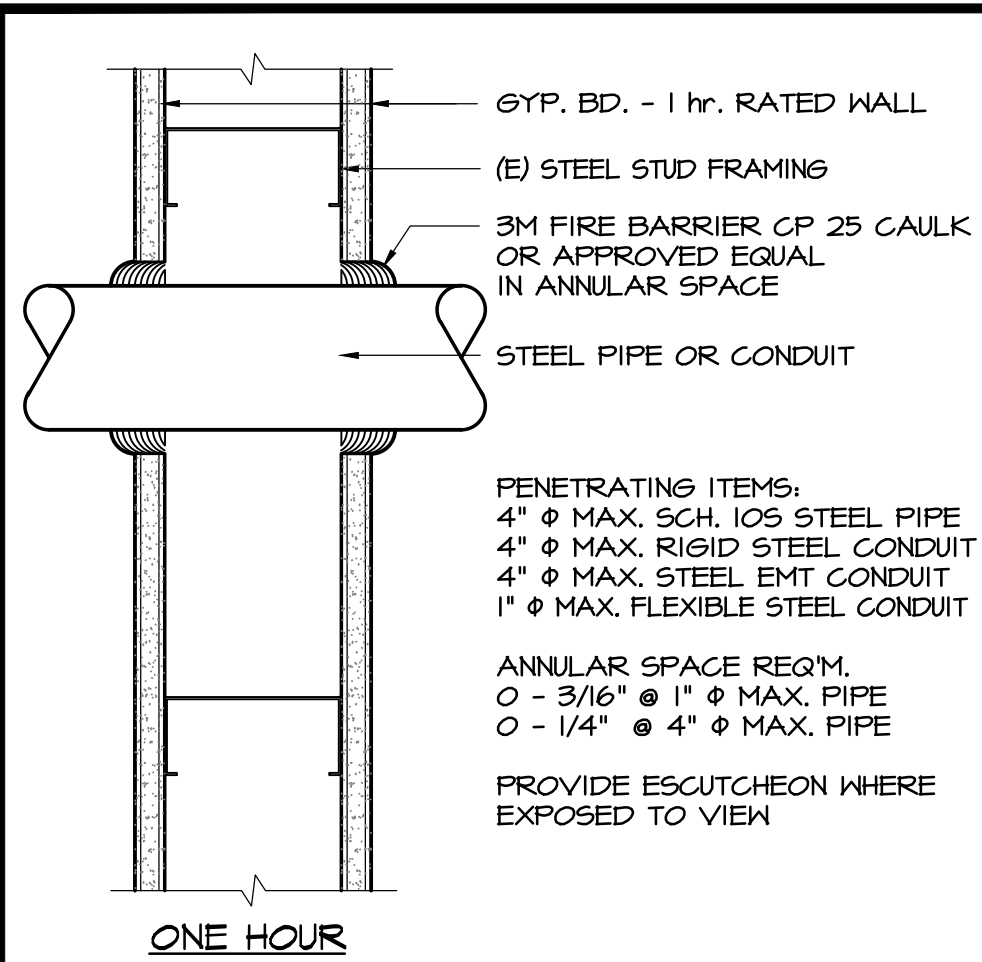
S. 82° 58' E. - 350.00'

N. 7° 06' E. - 457.16'

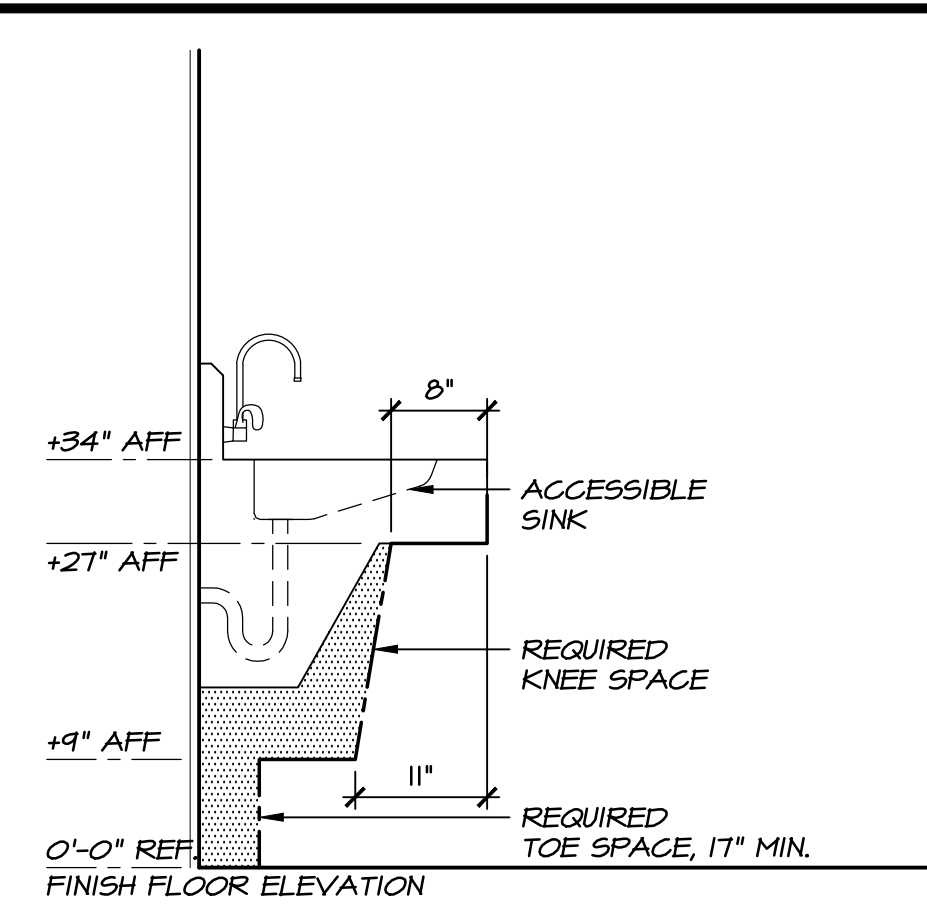
FIRST STREET WEST



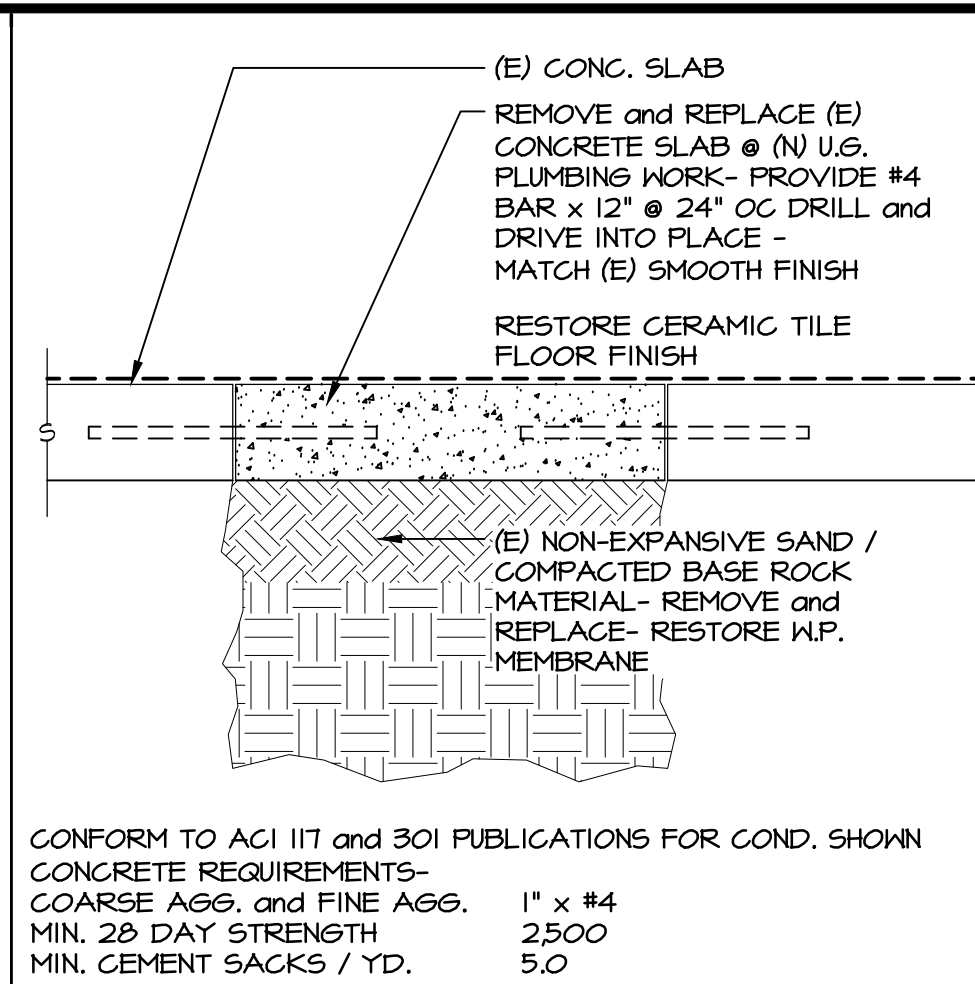
1 SITE PLAN
1" = 20'-0"



A1 THRU-WALL PENETRATION
SCALE: 3/8" = 1'-0" DW-512E



A2 ACCESSIBLE SINK
SCALE: 3/4" = 1'-0"



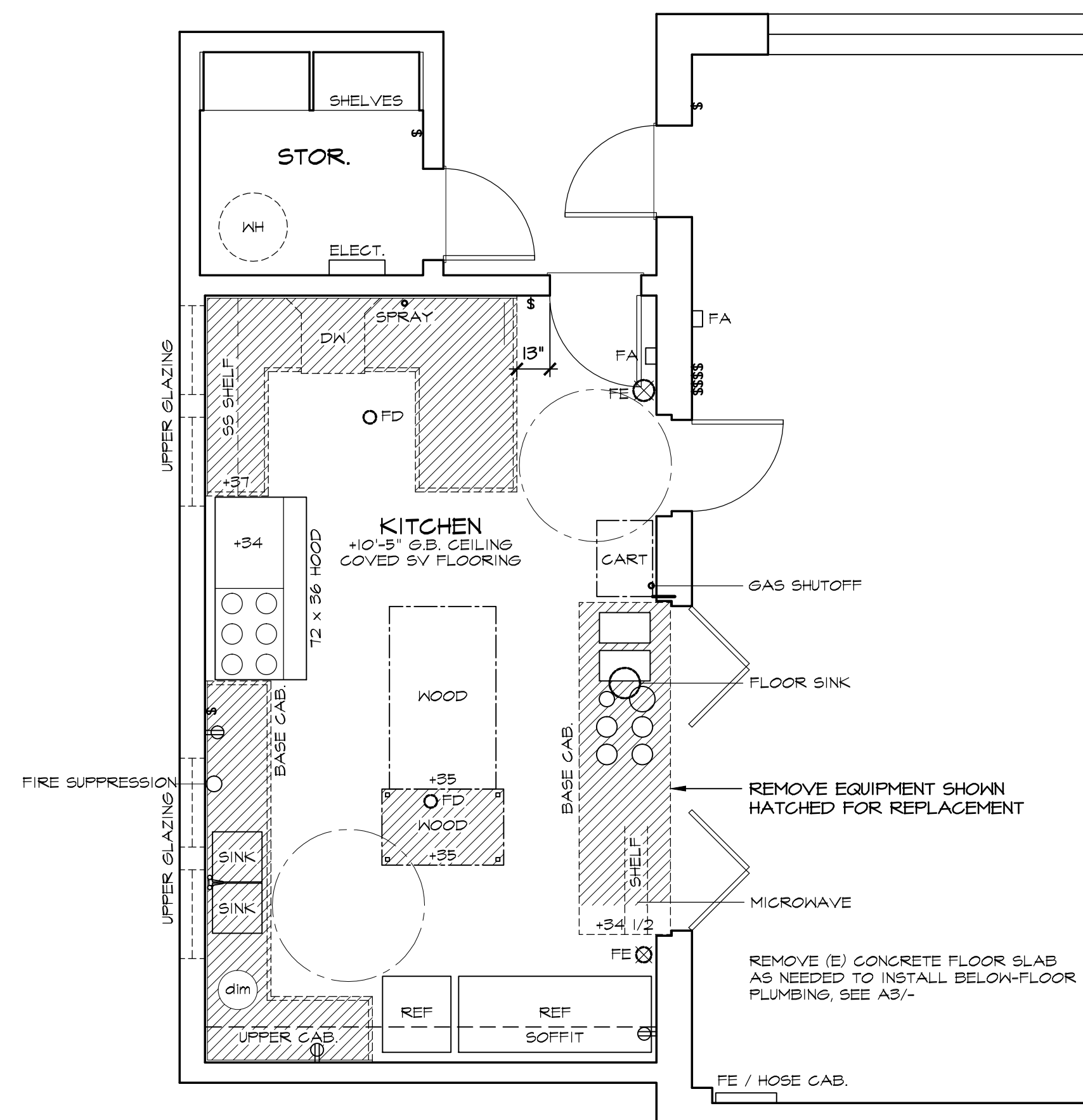
A3 INTERIOR CONCRETE
SCALE: 1 1/2" = 1'-0"

SHEET NOTES

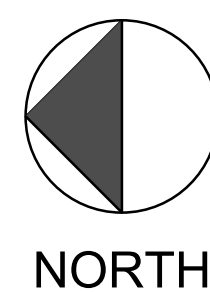
- 1.1 Disabled access improvements appear to be completed in the 1990's, both interior improvements and site improvements.
- 1.2 Asbestos Containing Materials (ACM): ACM has been determined to be present in the Kitchen sheet vinyl flooring and/or adhesive per Hazmat report by the County, December 3, 2013.
Disruption and/or removal of ACM to be by County forces and not a part of the JOC construction contract.
Glass Architects scope of services does not include any services related to Asbestos or Hazardous or Toxic Materials. The County of Sonoma is responsible for the environmental survey, testing, identification, abatement, remediation and disposition of any asbestos or hazardous or toxic materials, substances or products. Glass Architects assumes no responsibility for the identification, abatement, removal, remediation or disposition of any asbestos or hazardous or toxic materials, substances or products.
- 1.3 Areas:
Area of Kitchen: 381 sf
Area of Storage: 54 sf
Area of Banquet Room: 2,316 sf
Code Occupant Load of Banquet Room, @ 15 sf/occ. 158 occ. (Table 1004.1.2 Assembly w/o Fixed Seating)
- 2.1 Construction Waste Management: (CalGreen Mandatory Level)
Recycle and/or salvage for reuse a minimum of 50% of the non-hazardous construction waste. Utilize a waste management company that provides verifiable documentation of the percentage of construction waste diverted from the landfill. Submit documentation to the Building Department.

- 9.1 FLOOR FINISH SCHEDULE:
Flooring @ Kitchen and Skullery: Smooth, of durable construction, non-absorbant material that is easily cleanable.
Kitchen: 100% homogenous sheet vinyl flooring recommended by the manufacturer for use in commercial kitchens. Flooring must have heat-welded seams and a four inch self-covered base, 3/8 inch minimum radius cove.
Dry Storage Areas: Vinyl Composition Tile (VCT) with a four inch rubber base, minimum flooring system.
Dry Storage Room (Pantry) to contain only food products in their original sealed packaging, unopened.
- 9.2 WALL FINISH SCHEDULE:
Wall Finish @ Kitchen, Skullery and Pantry: Existing painted gypsum board; provide preparation, primer and two coats of semi-gloss enamel paint.
Wall Finish @ Map Sink: Fiberglass Reinforced Plastic (FRP) to +8'-0" above finish floor and full wall panel @ each side
- 9.3 Ceiling Finish: Existing painted gypsum board; provide preparation, primer and two coats of semi-gloss enamel paint.
- 10.1 Storeroom Shelving: Cleanable metal shelves located to allow 6 inch clear space between floor and bottom shelf. CBC 11B-004.5: 50% minimum of shelf space to be accessible, and include 30" x 48" maneuvering space, unobstructed side reach of +15" - +48" above finish floor.

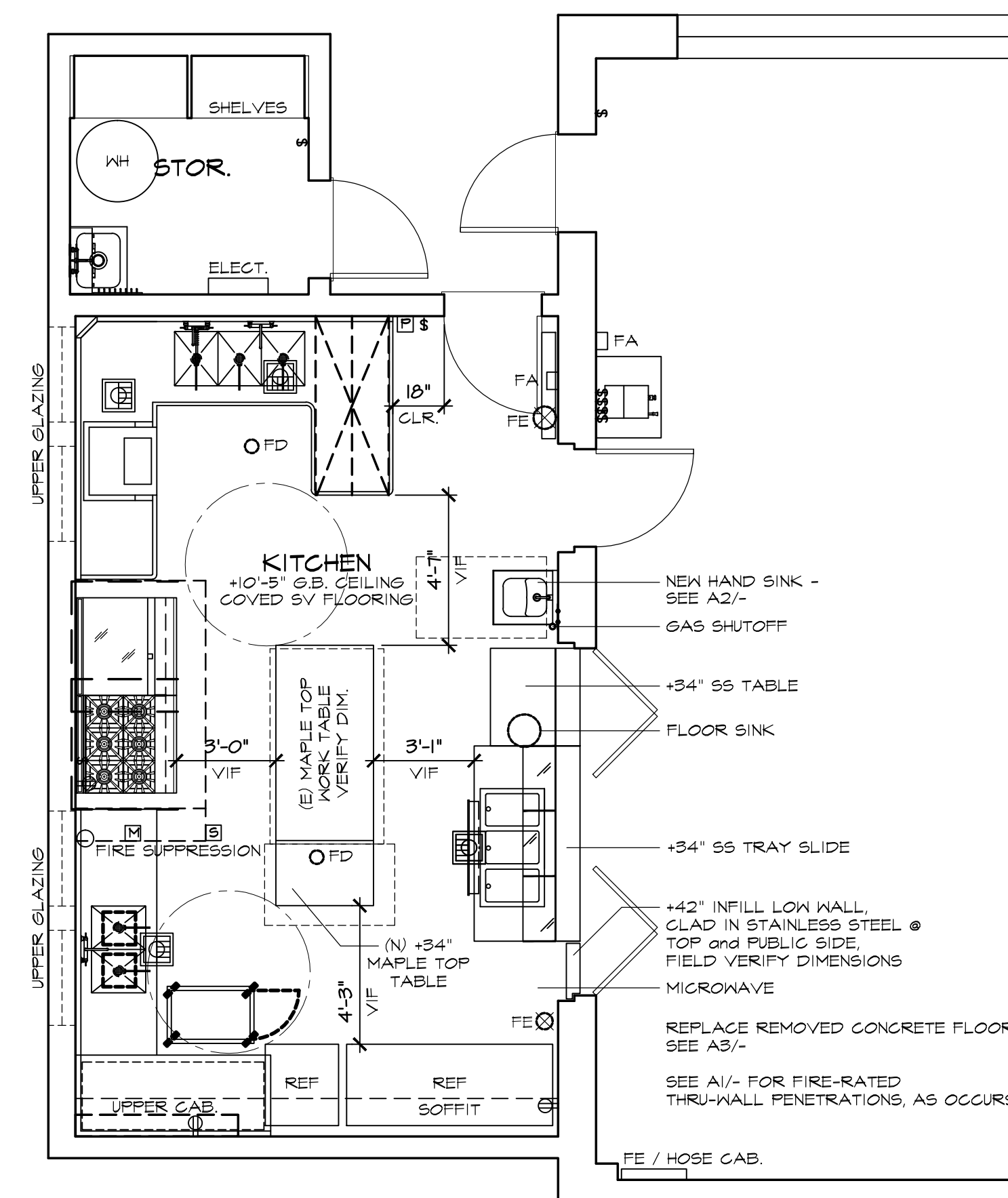
- 10.2 Dry Storage Shelving:
Storage 1: Existing painted wood shelving, 7' x 5 high = 35 lf. Storage 2: See sheet A21.
Total dry storage = 100 lf (provide 96 lf minimum).
- 11.1 New Kitchen Equipment:
Provide clear floor space of 30" x 48" for side approach adjacent to path of travel.
Provide operable parts within the reach range of +15" to +48" above finish floor.
Provide operable parts operable with one hand, without tight grasping, twisting of the wrist or pinching, 5# maximum force.
- 15.1 Floor Sinks: Flush mounted; must have adequate grates to prevent injury and be accessible for regular cleaning.



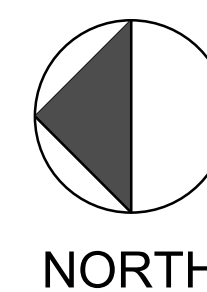
1 EXISTING / DEMO FLOOR PLAN
1/4" = 1'-0"



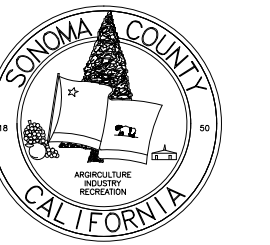
NORTH



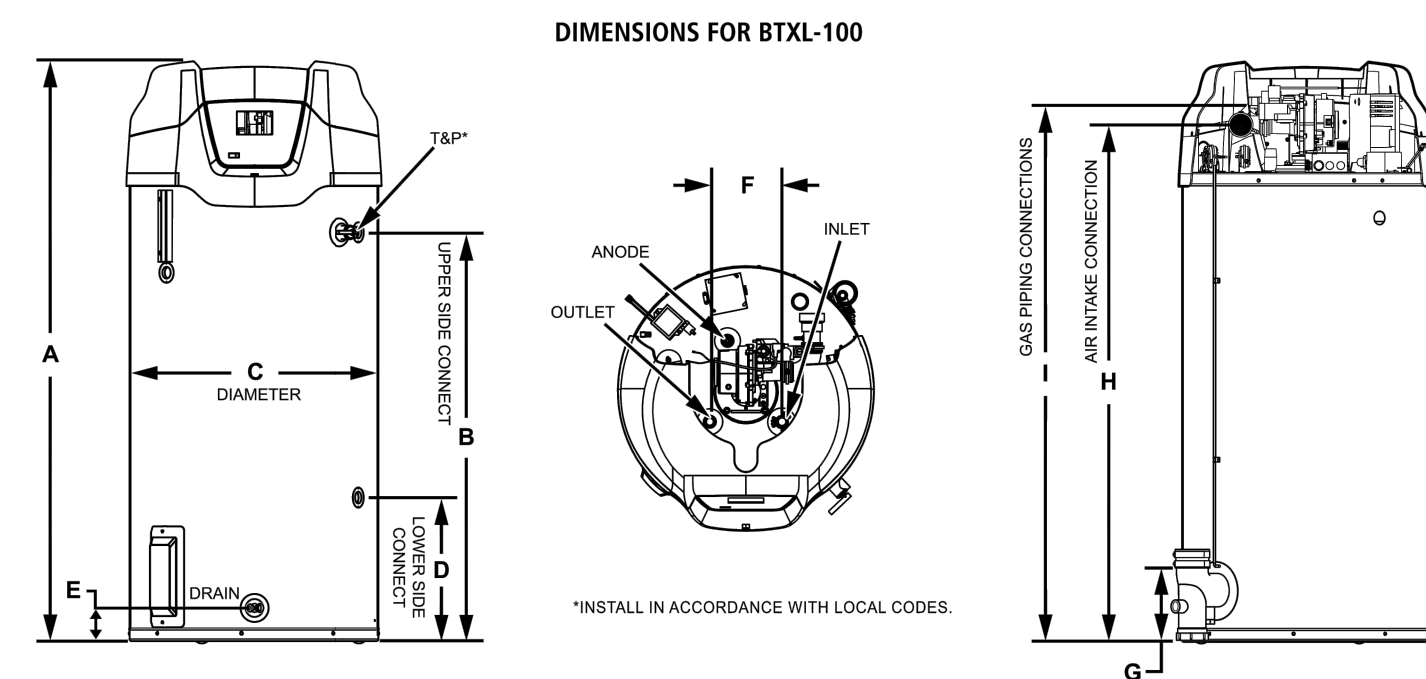
2 PROPOSED FLOOR PLAN
1/4" = 1'-0"



NORTH



AO Smith Commercial Gas Water Heater



ROUGH-IN DIMENSIONS

Model Number	Approximate Capacity		Units	A	B	C	D	E	F	G	H	I
	U.S. Gals.	Liters										
BTXL-100	75	284		65.25	45.64	27.75	16	3.71	8	7.93	57.36	58.98
				165.7	115.9	70.5	40.6	9.4	20.32	20.1	145.7	149.8

Specify when ordering propane (LP) gas. Standard model certified from sea level to 10,100 ft. elevation. Optional Concentric Vent Kit (9006328005) and Condensate Neutralization Kit (9007959005). Top Inlet and Outlet: 1" NPT. Side Inlet and Outlet: 1" NPT. Gas Inlet: 1/2" NPT. Condensate drain outlet: 1/2" NPT. Electrical Characteristics: 120V 60Hz <5 amps. The manifold pressure is factory set and is not adjustable. A negative pressure will be seen with just the blower running without the Gas Control Valve open. All models - Maximum Supply Pressure: 14 inches W.C. (4.88kPa). Minimum Supply Pressure for Natural Gas: 3.50" (1.87kPa). Minimum Supply Pressure for Propane Gas: 8.00" (1.99kPa). Minimum pressure must be maintained under both load and no load (dynamic and static) conditions.

AO Smith Commercial Gas Water Heater

CYCLONE® Xi MODELS BTX AND BTXL 100 96% THERMAL EFFICIENT POWER DIRECT VENT MODELS.

The Cyclone® Xi is a light-duty, power direct vent, fully condensing commercial gas water heater with an internal helical heat exchanger. This helical heat exchanger helps Cyclone® Xi achieve 96% thermal efficiency and deliver outstanding hot water output.

ADVANCED ELECTRONIC CONTROL

- Large LCD display.
- Temperature control up to 181°F.
- Advanced diagnostics.
- iCOMM™ Compatible and can be monitored from remote locations. Call 1.888.WATER02 for more information.

ENERGY STAR® QUALIFIED

HELICAL INTERNAL HEAT EXCHANGER

- Spiral heat exchanger keeps hot combustion gases in the tank longer to lengthen the heat transfer cycle.
- Positioned in the center of the tank for more even heat distribution.
- Operates at 96% thermal efficiency, which saves money on operating costs compared to a standard 80% efficient gas water heater.

POWER DIRECT VENT DESIGN

- Combined vertical and horizontal runs terminating through the roof or an outside wall. Vents using PVC, CPVC or polypropylene piping. Canadian installations require ULC S636 approved pipe for venting.
- 2" pipe, vents up to 45 equivalent feet.
- 3" pipe, vents up to 125 equivalent feet.

CONDENSING DESIGN

- 96% efficient condensing design.
- Equipped with condensate drain tee.

SIDE-MOUNTED HOT AND COLD RECIRCULATING TAPS

- Allows Cyclone® Xi to be installed as part of combination space heating/water heating applications.

COREGARD™ ANODE ROD

- Our anode rods have a stainless steel core that extends the life of the anode rod allowing superior tank protection far longer than standard anode rods.

BLUE DIAMOND® GLASS COATING

- Provides superior corrosion resistance compared to industry-standard glasslining.

TOP FIRED ULTRA-LOW NOx GAS BURNER

- Enhanced Ultra-low NOx burner complies with SCAQMD Rule 1146.2 and other Air Quality Management Districts with similar requirements for NOx emissions of less than 1.4 ng/l or 20 ppm.

AVAILABLE IN NATURAL GAS OR PROPANE

MAXIMUM HYDROSTATIC WORKING PRESSURE: 150 PSI

STANDARDS AND CERTIFICATIONS

- Design-certified by CSA International according to ANSI Z21.10.3 - CSA 4.3 Standards.
- These models meet the thermal efficiency and standby loss requirements of the U.S. Department of Energy and current edition ASHRAE/IES 90.1.
- CSA certified and ASME rated T&P relief valve.
- Approved for Canada.
- 3-YEAR LIMITED TANK AND 1 YEAR LIMITED PARTS WARRANTY
- For complete warranty information, consult written warranty or go to hotwater.com.



STATE OF CALIFORNIA WATER HEATING SYSTEM GENERAL INFORMATION

CERTIFICATE OF COMPLIANCE		NRCC-PLB-01-E
Water Heating System General Information		(Page 1 of 2)
Project Name: Sonoma Veterans Memorial Building-Kitchen Alterations	Date Prepared: 12/12/16	

A. GENERAL INFORMATION/SYSTEM INFORMATION	
01 Water Heater System Name:	WH-1
02 Water Heater System Configuration:	Central System
03 Water Heater System Type:	Domestic Hot Water
04 Building Type:	Nonresidential
05 Total Number of Water Heaters in Systems:	1
06 Central DHW Distribution Type:	Other
07 Dwelling Unit DHW Distribution Type:	Standard Distribution System (STD)

B. WATER HEATER INFORMATION	
Each water heater type requires a separate form.	
01 Water Heater Type:	Large Storage - Gas
02 Fuel Type:	Gas
03 Manufacture Name:	A.O.SMITH
04 Model Number:	BTXL100
05 Number of Identical Water Heaters:	1
06 Installed Water Heater System Efficiency:	96%
07 Required Minimum Efficiency:	90%
08 Standby Loss Percent or Standby Loss Total:	1%
09 Rated Input:	100,000 BTU/HR
10 Pilot Energy:	Electronic
11 Water Heater Tank Storage Volume:	75 gallon
12 Exterior Insulation on Water Heater:	Yes
13 Volume of Supplemental Storage:	n/a
14 Internal Insulation on Supplemental Storage:	yes
15 Exterior Insulation on Supplemental Storage:	yes

C. PLUMBING COMPLIANCE FORMS & WORKSHEETS

(check box if worksheet is included)

YES	NO	Form/Worksheet #	Title
<input checked="" type="checkbox"/>	<input type="checkbox"/>	NRCC-PLB-01-E	Certificate of Compliance, Declaration. Required on plans for all submittals.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	NRCC-PLB-01-E	Certificate of Installation. Required on plans for all submittals.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	NRCI-PLB-02-E	Certificate of Installation, required on central systems in high-rise residential, hotel/motel application.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	NRCI-PLB-03-E	Certificate of Installation, required on single dwelling unit systems in high-rise residential, hotel/motel application.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	NRCI-PLB-21-H	Certificate of Installation, required on HERS verified central systems in high-rise residential, hotel/motel application.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	NRCI-PLB-22-H	Certificate of Installation, required on HERS verified single dwelling unit systems in high-rise residential, hotel/motel application.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	NRCI-STH-01-E	Certificate of Installation, required on any solar water heating

AO Smith Commercial Gas Water Heater

RECOVERY CAPACITIES - BTX AND BTXL

Input Rating (BTU/hr)	Input Rating (Kw)	Recovery Capacities													
		Temp Rise	F	30	40	50	60	70	80	90	100	110	120	130	140
100,000	29.3	GPH	387	291	233	194	166	145	129	115	106	97	90	83	
		LPH	1465	1102	882	734	628	549	488	439	401	367	341	314	

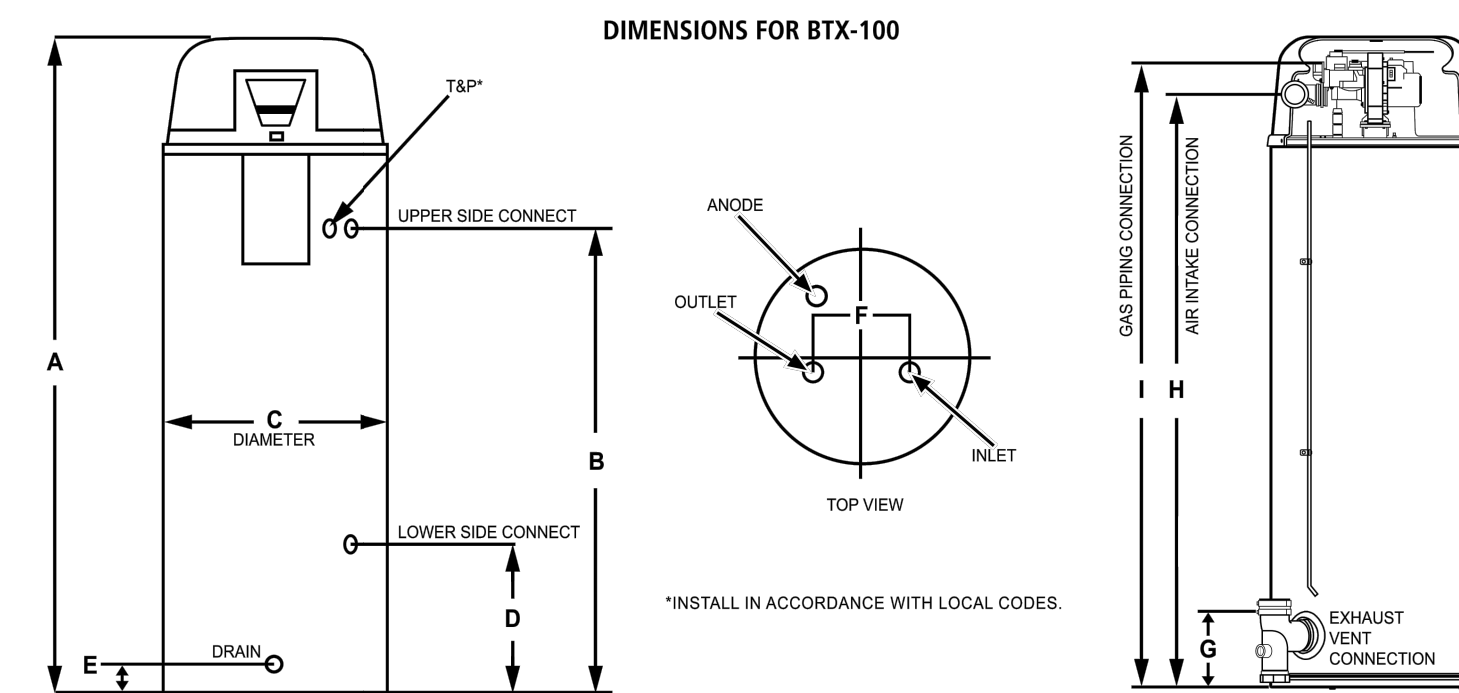
MAXIMUM VENTING DISTANCE - BTX AND BTXL

Number of 90° Elbows	2" Maximum Pipe-ft. (m)		3" Maximum Pipe-ft. (m)	
	1	2	1	2
1	40 (12.19)	120 (36.57)	40 (12.19)	120 (36.57)
2	35 (10.66)	115 (35.05)	35 (10.66)	115 (35.05)
3	30 (9.14)	110 (33.52)	30 (9.14)	110 (33.52)
4	25 (7.62)	105 (32.00)	25 (7.62)	105 (32.00)
5	20 (6.09)	100 (30.48)	20 (6.09)	100 (30.48)
6	15 (4.57)	95 (28.95)	15 (4.57)	95 (28.95)

Note: See the Instruction Manual for the most current and detailed venting information.

For Technical Information, call 800-527-1953. A. O. Smith Corporation reserves the right to make product changes or improvements without prior notice.

AO Smith Commercial Gas Water Heater



ROUGH-IN DIMENSIONS

Model Number	Approximate Capacity		Units	A	B	C	D	E	F	G	H	I
	U.S. Gals.	Liters										
BTX-100	50	189		66.75	49.25	22	15.75	3	8	8	62	65
				169.5	125.09	55.88	40	7.62	20.32	20.32	157.48	165.1

Specify when ordering propane (LP) gas. Standard model certified from sea level to 10,100 ft. elevation. Optional Concentric Vent Kit (9006328005) and Condensate Neutralization Kit (9007959005). Top Inlet and Outlet: 3/4" NPT. Side Inlet and Outlet: 3/4" NPT. Gas Inlet: 1/2" NPT. Condensate drain outlet: 1/2" NPT. Electrical Characteristics: 120V 60Hz <5 amps. The manifold pressure is factory set and is not adjustable. A negative pressure will be seen with just the blower running without the Gas Control Valve open. All models - Maximum Supply Pressure: 14 inches W.C. (4.88kPa). Minimum Supply Pressure for Natural Gas: 3.50" (1.87kPa). Minimum Supply Pressure for Propane Gas: 8.00" (1.99kPa). Minimum pressure must be maintained under both load and no load (dynamic and static) conditions.

STATE OF CALIFORNIA WATER HEATING SYSTEM GENERAL INFORMATION

CERTIFICATE OF COMPLIANCE		NRCC-PLB-01-E
Water Heating System General Information		(Page 2 of 2)
Project Name: Sonoma Veterans Memorial Building-Kitchen Alterations	Date Prepared: 12/12/16	

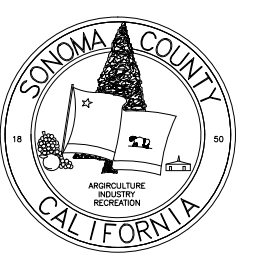
DOCUMENTATION AUTHOR'S DECLARATION STATEMENT	
1. I certify that this Certificate of Compliance documentation is accurate and complete.	
Documentation Author Name: Rolando Garcia Jaco	Documentation Author Signature: Rolando Garcia Jaco
Company: TEP Engineering	Signature Date: 12/12/16
Address: 880 Second St.	CEA/HERS Certification Identification (if applicable):
City/State/Zip: Santa Rosa, CA 95404	Phone: 707-538-0406

RESPONSIBLE PERSON'S DECLARATION STATEMENT	
I certify the following under penalty of perjury, under the laws of the State of California:	
1. The information provided on this Certificate of Compliance is true and correct.	
2. I am eligible under Division 3 of the Business and Professions Code to accept responsibility for the building design or system design identified on this Certificate of Compliance (responsible designer).	
3. The energy features and performance specifications, materials, components, and manufactured devices for the building design or system design identified on this Certificate of Compliance conform to the requirements of Title 24, Part 1 and Part 6 of the California Code of Regulations.	
4. The building design features or system design features identified on this Certificate of Compliance are consistent with the information provided on other applicable compliance documents, worksheets, calculations, plans and specifications submitted to the enforcement agency for approval with this building permit application.	
5. I will ensure that a completed signed copy of this Certificate of Compliance shall be made available with the building permit(s) issued for the building, and made available to the enforcement agency for all applicable inspections. I understand that a completed signed copy of this Certificate of Compliance is required to be included with the documentation the builder provides to the building owner at occupancy.	
Responsible Designer Name: Brad Manning	Responsible Designer Signature: Brad Manning
Company: TEP Engineering	Date Signed: 12/12/16
Address: 880 Second St.	License: M30815
City/State/Zip: Santa Rosa, CA 95404	Phone: 707-538-0406

GLASS ARCHITECTS

200 E STREET
Suite 100
Santa Rosa Ca 95404
Tel: (707) 544-3920
Fax: (707) 544-2514

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SONOMA VETERANS' MEMORIAL BUILDING Kitchen Alterations
126 First Street West, Sonoma, California

WATER HEATER DETAILS

Job No: G1405 T
Drawn By: DZ
Checked By: CS
Cad File: 1405T A82
Date: June 30 2016

Revisions
FRM: Plan Review
Resubmittal 12/15/16

Sheet Number

A8.2

5b of 23



County of Sonoma
State of California

Date: August 28, 2018

Item Number: _____
Resolution Number: _____

Majority Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Authorizing Budgetary Adjustments to the 2017-18 Final Budget For The General Services
Department, In The Amount Of \$70,000, Necessary For The Sonoma Veterans Memorial
Building Kitchen And Upgrade Project.**

Whereas, the Board of Supervisors has adopted a Final Budget for the General Services portion of the Capital Projects Budget for the current Fiscal Year, and

Whereas, the Government Code allows for adjustments to the Final Budget during the Fiscal Year,

Now, Therefore, Be It Resolved that the County Auditor-Controller and the General Services Department are authorized and directed to transfer \$70,000 in funds from the Veterans Buildings Repairs Capital Improvement Project Fund #22301 to the Sonoma Vets Kitchen Renovation Capital Improvement Project #R160049.

Supervisors:

Gorin: Rabbitt: Zane: Hopkins: Gore:

Ayes: Noes: Absent: Abstain:

So Ordered.



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors of Sonoma County

Board Agenda Date: August 28, 2018

Vote Requirement: Majority

Department or Agency Name(s): Department of Health Services

Staff Name and Phone Number:

Barbie Robinson, 565-7876; Ellen Bauer, 565-4418

Supervisorial District(s):

Title: Tobacco Retailer Licensing Ordinance

Recommended Actions:

Adopt an ordinance amending Chapter 32A of the Sonoma County Code to lower the minimum age for persons selling tobacco from 21 to 18 years. (Ready for Adoption)

Executive Summary:

On April 19, 2016 the Board of Supervisors adopted an ordinance adding Chapter 32A to the Sonoma County Code to require the licensure of tobacco retailers within unincorporated Sonoma County. The goals of the ordinance are to assure more responsible tobacco retailing and to prevent the sale or distribution of tobacco and nicotine products to minors. The ordinance stipulated that those who sell tobacco products must be the same age or older than the legal age to purchase tobacco products in California, which at the time of ordinance passage was 18 years of age. In June 2016 the California legislature passed legislation making it illegal for tobacco retailers to sell tobacco products to anyone under 21 years of age (with an exception for persons 18 and over with valid military identification).

On August 14, 2018 the Board adopted a resolution introducing, reading the title of, and waiving further reading of a proposed ordinance amending Chapter 32A of the Sonoma County Code to lower the minimum age for persons selling tobacco from 21 to 18 years. This item requests adoption of the ordinance, which will become effective thirty days after passage.

To ensure that tobacco retailers may legally allow cashiers who are 18 to 20 years old to sell tobacco products, the Department is proposing a change to Chapter 32A of the Sonoma County Code to specifically state the requirement to be a minimum of 18 years of age to engage in the sale of tobacco for a tobacco retailer. This age requirement is consistent with the alcohol sales age requirement and alleviates a hardship for retailers who are no longer able to hire young adults 18 to 20 years old as cashiers. Further, this change reduces the negative impact on young adult employment opportunities.

Discussion:

Chapter 32A (Licensure of Tobacco Retailers) of the Sonoma County Code requires licensure of tobacco retailers within unincorporated Sonoma County. The goals of the ordinance are to assure more responsible tobacco retailing and to prevent the sale or distribution of tobacco and nicotine products to minors.

Current ordinance language regarding the allowable minimum age to sell tobacco products is tied to the age established by state law for the purchase of tobacco products, which at the time of ordinance passage was 18 years of age. Since that time, the California legislature passed legislation making it illegal for tobacco retailers to sell tobacco products to anyone under 21 years of age (with an exception for persons 18 and over with valid military identification).

To ensure that tobacco retailers may legally allow cashiers who are 18 to 20 years old to sell tobacco products, the Department is proposing a change to Chapter 32A of the Sonoma County Code to specifically state the requirement to be a minimum of 18 years of age to engage in the sales of tobacco for a tobacco retailer. This age requirement is consistent with the alcohol sales age requirement, which allows alcohol sales by a person who is a minimum age of 18 years if under continuous supervision of a person at least 21 years of age. Allowing tobacco retailers to employ 18 to 20 year old cashiers also serves to alleviate a hardship for retailers who are no longer able to hire young adults. Further, this change reduces the negative impact on young adult employment opportunities.

This item proposes amending Chapter 32A, Section 32A-3, subsection (e) as follows:

Existing ordinance language: Minimum Age for Persons Selling Tobacco: No person who is younger than the minimum age established by state law for the purchase or possession of tobacco products shall engage in tobacco retailing.

Proposed new ordinance language: Minimum Age for Persons Selling Tobacco: No person who is younger than 18 years of age shall engage in tobacco retailing.

Prior Board Actions:

On August 14, 2018 the Board adopted a resolution introducing, reading the title of, and waiving further reading of a proposed ordinance amending Chapter 32A of the Sonoma County Code to lower the minimum age for persons selling tobacco from 21 to 18 years.

On July 10, 2018 the Board adopted an ordinance amending Chapter 32A of the Sonoma County Code to make necessary administrative clarifications regarding pricing related to packages of cigars and little cigars.

On April 19, 2016 the Board adopted an ordinance (as amended) adding Chapter 32A (Licensure of Tobacco Retailers) to the Sonoma County Code to require the licensure of tobacco retailers within unincorporated Sonoma County.

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

The ordinance serves to reduce smoking among youth in Sonoma County. This effort aligns with the *Agenda for Action* section of *A Portrait of Sonoma County* (2014), which recommends redoubling anti-smoking efforts as a top strategy for reducing disparities in health.

Fiscal Summary			
Expenditures	FY 18-19 Adopted	FY 19-20 Projected	FY 20-21 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures	0	0	0
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	0	0	0
Narrative Explanation of Fiscal Impacts:			
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:			
Ordinance (redline), ordinance (clean)			
Related Items “On File” with the Clerk of the Board:			
None			

Ordinance No. _____

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA, AMENDING CHAPTER 32A OF THE SONOMA COUNTY CODE TO LOWER THE MINIMUM AGE FOR PERSONS SELLING TOBACCO FROM 21 TO 18 YEARS

The Board of Supervisors of the County of Sonoma, State of California, ordains as follows:

SECTION I. Chapter 32A, Section 32A-3, subsection (e) of the Sonoma County Code is amended to read:

(e) Minimum Age for Persons Selling Tobacco. No person who is younger than 18 years of age ~~the minimum age established by state law for the purchase or possession of tobacco products~~ shall engage in tobacco retailing.

SECTION II. 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 III. Adoption and implementation of this ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15061(b)(3) of the State CEQA Guidelines because it can be seen with certainty that there is no possibility that this ordinance may have a significant effect on the environment. Adoption and implementation of the standards, license requirements, and other measures contained in the ordinance will not result in any direct physical change to the environment on their own. In the alternative, the adoption and implementation of this ordinance is exempt from CEQA pursuant to Section 15308 of the State CEQA Guidelines as an action taken to assure the maintenance, restoration, enhancement, and protection of environment where the regulatory process involves procedures for protection of the environment. The basis for this determination is that this ordinance does not in itself approve any construction activities, but instead establishes standards, license requirements, and other measures that regulate the licensure of tobacco retailers more stringently than existing codes. These standards, license requirements, and other measures will assure the protection of human health, which is an aspect of the environment under Public Resources Code Section 21083(b)(3), by strengthening existing standards for preventing the sale of tobacco to youth and establishing new limitations on tobacco retailer licensure. The Director of the Department of Health Services is directed to file a notice of exemption in accordance with CEQA and the State CEQA Guidelines.

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 introduced on the 14th day of August 2018, and finally passed and adopted this 28th day of August 2018, on regular roll call of the members of said Board by the following vote:

Supervisors:

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

WHEREUPON, the Chair declared the above and foregoing ordinance duly adopted and

SO ORDERED.

Chair, Board of Supervisors
County of Sonoma

ATTEST:

Clerk of the Board of Supervisors

Ordinance No. _____

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA, AMENDING CHAPTER 32A OF THE SONOMA COUNTY CODE TO LOWER THE MINIMUM AGE FOR PERSONS SELLING TOBACCO FROM 21 TO 18 YEARS

The Board of Supervisors of the County of Sonoma, State of California, ordains as follows:

SECTION I. Chapter 32A, Section 32A-3, subsection (e) of the Sonoma County Code is amended to read:

(e) Minimum Age for Persons Selling Tobacco. No person who is younger than 18 years of age shall engage in tobacco retailing.

SECTION II. 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 III. Adoption and implementation of this ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15061(b)(3) of the State CEQA Guidelines because it can be seen with certainty that there is no possibility that this ordinance may have a significant effect on the environment. Adoption and implementation of the standards, license requirements, and other measures contained in the ordinance will not result in any direct physical change to the environment on their own. In the alternative, the adoption and implementation of this ordinance is exempt from CEQA pursuant to Section 15308 of the State CEQA Guidelines as an action taken to assure the maintenance, restoration, enhancement, and protection of environment where the regulatory process involves procedures for protection of the environment. The basis for this determination is that this ordinance does not in itself approve any construction activities, but instead establishes standards, license requirements, and other measures that regulate the licensure of tobacco retailers more stringently than existing codes. These standards, license requirements, and other measures will assure the protection of human health, which is an aspect of the environment under Public Resources Code Section 21083(b)(3), by strengthening existing standards for preventing the sale of tobacco to youth and establishing new limitations on tobacco retailer licensure. The Director of the Department of Health Services is directed to file a notice of exemption in accordance with CEQA and the State CEQA Guidelines.

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 introduced on the 14th day of August 2018, and finally passed and adopted this 28th day of August 2018, on regular roll call of the members of said Board by the following vote:

Supervisors:

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

WHEREUPON, the Chair declared the above and foregoing ordinance duly adopted and

SO ORDERED.

Chair, Board of Supervisors
County of Sonoma

ATTEST:

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: August 28, 2018

Vote Requirement: Majority & 4/5

Department or Agency Name(s): Auditor Controller Treasurer Tax-Collector, Department of Health Services

Staff Name and Phone Number:

Erick Roeser 565-3295
Christine Sosko 565-6521
Marvin Moskowitz 565-6548
Paul Cocking 565-2858

Supervisorial District(s):

All

Title: Cannabis Ordinance Amendments

Recommended Actions:

- A) Adopt an ordinance amending Chapter 14 of the Sonoma County Code to allow adult use cannabis businesses, harmonize with State cannabis laws where appropriate, and make other minor amendments; (Majority) (Second Reading – Ready for Adoption); and
- B) Adopt an ordinance amending Chapter 35 of the Sonoma County Code to make certain administrative changes; (4/5 Vote) (Second Reading – Ready for Adoption).
- C) Approve the appointment of three members to serve on the Sonoma County Cannabis Advisory Group

Executive Summary:

On August 7, 2018, the Board conducted a public hearing and considered administrative amendments to the regulatory framework for the local cannabis industry. Following staff presentation and public comment, the Board closed the public hearing and took the following actions:

- 1) Adopted a resolution introducing, reading the title, and waiving further reading of a proposed ordinance amending Chapter 14 of the Sonoma County Code to regulate cannabis dispensaries and edible cannabis product manufacturing sites;
- 2) Adopted a resolution introducing, reading the title, and waiving further reading of a proposed ordinance amending Chapter 35 of the Sonoma County Code to make certain administrative changes.

The Board then continued the item to August 28, 2018, to take final action and adopt the amended Cannabis Health Ordinance and the amended Cannabis Business Tax Ordinance.

The language of the August 7 staff report on the recommended policies is included in the discussion below.

On July 18^t, 2018^t the Board approved the appointment of 20 members to serve on the Sonoma County Cannabis Advisory Group. Three members of the Cannabis Advisory Group have resigned. To replace those members, staff and the Cannabis Ad Hoc committee opened a recruitment and are recommending three Sonoma County residents to serve on the Advisory Group.

Discussion:

State Law

In 1996, voters adopted Proposition 215, entitled the Compassionate Use Act, which allowed for the use of marijuana for medicinal purposes by qualified patients, and for caregivers to provide medical marijuana and receive reimbursement for their costs. In 2004, SB 420 established a County Health ID card program, collective and cooperative cultivation, and “safe harbor” amounts for cultivation and possession. Following these enactments, many new land uses evolved and cannabis-related businesses became an increasingly notable part of the local economy.

The Medical Cannabis Regulation and Safety Act (Medical Cannabis Act) was enacted in October 2015 and provided a framework for the regulation of medical cannabis businesses. The Medical Cannabis Act eliminated the cooperative/collective model and replaced it with a commercial licensing scheme under which operators are required to obtain both local permits and state license approvals. The Medical Cannabis Act retained local control over land use, allowing local governments to determine whether commercial cannabis businesses were to be allowed and under what conditions.

On November 8, 2016, the voters of California passed the Adult Use of Marijuana Act (Adult Use Cannabis Act) legalizing non-medical adult use cannabis. On June 27, 2017, the state passed Senate Bill 94 which consolidated the regulations in Medical Cannabis Act and Adult Use Cannabis Act into the Medicinal and Adult-Use Cannabis Regulation and Safety Act (Cannabis Act). The Cannabis Act created one regulatory system for both medicinal and adult-use cannabis. The three state cannabis licensing authorities, California Bureau of Cannabis Control, CalCannabis Cultivation Licensing, and the Manufactured Cannabis Safety Branch, issued comprehensive emergency regulations in December 2017 and readopted emergency regulations in June 2018 that are currently in effect. The draft proposed regulations were released on July 13, 2018, and are currently in the 45-day public comment period.

Sonoma County Laws

In 2006, the County adopted guidelines under Resolution No. 06-0846, providing a defense to prosecution for possession and cultivation in limited circumstances. The guidelines allowed for a defense to be available to those qualified patients and caregivers cultivating up to 30 plants in up to 100 sq. ft. per patient, with no limit to the number of patients. The County first began permitting medical cannabis dispensaries in 2007 and currently permits dispensaries pursuant to Sonoma County Code Section 26-88-256. The Board amended dispensary regulations in 2012 to limit the number of dispensaries in the unincorporated county to a cap of nine. There are currently five permitted medical cannabis dispensaries and four in the application process. No delivery services are currently allowed separate from these permitted dispensaries.

In December 2016, the Board of Supervisors adopted a series of ordinances to establish a comprehensive local program to permit and regulate the complete supply chain of medical cannabis uses, including: cultivators, nurseries, manufacturers, transporters, distributors, testing laboratories, and dispensaries. Sonoma County's ordinances regulating medical cannabis businesses include: the Medical Cannabis Health Ordinance, establishing regulations for medical cannabis dispensaries and edible manufacturing; and the Cannabis Business Tax Ordinance, imposing a tax on both medical and nonmedical commercial cannabis businesses.

Cannabis Business Tax

The Cannabis Business Tax (Measure A) was passed by voters in the March 7, 2017 special election with 71% voter approval. Measure A laid out a framework for taxation that set maximum allowable rates for all operator types and granted authority to the County to, among other things, set lower rates, tax certain operator types, and establish various tax administration policies. On June 13, 2017, the Board adopted Ordinance No. 6803 setting cannabis business tax rates within the voter-approved maximum rates and establishing certain regulations.

2018 Board of Supervisors and Cannabis Ad Hoc Committee Direction

CANNABIS HEALTH ORDINANCE

Sonoma County Ordinance 6187 (the Cannabis Health Ordinance) was approved by the Board of Supervisors in December 2016. The ordinance was developed in an effort to provide a permitting, inspection, and enforcement program for the manufacture and sale of edible cannabis products that would provide a system of prevention and safeguards designed to minimize foodborne illnesses, ensure employee health, ensure safe food preparation practices and delineate acceptable levels of sanitation for these facilities. Since the passage of Proposition 64 in November 2016, however, the cannabis regulatory landscape has evolved to the point where a revision of this ordinance is necessary. Presented below are the highlights of the proposed ordinance modifications.

- Expand the scope of the ordinance from medical cannabis businesses to adult recreational and medicinal use.
- Definitions have been changed in order to harmonize with State definitions.
- References to existing statutes and regulations have been modified to reflect the latest changes and the regulations currently in effect.
- Remove the requirement for cannabis dispensary permit applicants to submit operation and facility plans as part of the permit process. (14-6-050(a))
- Remove the ban on cannabis dispensary discounting and free samples and replace with the State requirements which do allow discounts and some give-aways, specifically via a "Compassionate Use Program" which allows low income medical clients the ability to obtain cannabis products.(14-6-060(k))
- General clean-up of the ordinance and elimination of some provisions that are already stipulated by the State.

Beyond the ordinance revision, in an effort to not be more prohibitive than the State, while still maintaining health standards, Environmental Health has streamlined the application process for all affected cannabis businesses and relaxed some of the construction standards for cannabis dispensaries. In response to the State releasing draft regulations on Friday, July 13, 2018, Environmental Health is

making every effort to include relevant changes from the emergency regulations into this ordinance revision.

CANNABIS BUSINESS TAX ORDINANCE

Subsequent to voter approval of the Cannabis Business Tax ordinance on March 7, 2017, and the Board's update on June 13, 2017, the State adopted regulations pertaining to regulation of the cannabis industry. Some of these contain definitions that differ from those adopted by the Board. These differences can create confusion within the cannabis industry; can cause the tax collection process to be inefficient; or make the tax over-burdensome, which can cause operators to remain in the black market. As with the Land Use and Health Ordinances, staff seeks to align the Cannabis Business Tax with latest state regulations and ensure consistency between the three Sonoma County Cannabis Ordinances, while ensuring that no changes are made that would require voter approval under Proposition 218.

Below are the key proposed changes to the ordinances.

- Changed the definition of "Mixed Light" and "Outdoor," and added "Greenhouse" and "Hoop House" to align with the proposed Sonoma County Cannabis Land Use Ordinance and better match cultivation practices. None of these changes will affect the amount of taxes collected.
- Changed outdoor cultivation payment schedule to better align with industry cultivation. Proposed language allows the Treasurer-Tax Collector to prescribe dates. Taxes will be due in two installments, with the first installment due shortly after harvest and the second a few months later. This should allow outdoor cultivators the ability sell their crops over several months to better time sales without forcing them to potentially saturate the market. This should lessen a burden on operators and help promote compliance.
- Reduce the penalty rate from 25% to 10%. This will align the penalty for non-payment with other industries in the County. Additionally it should lessen the financial burden on cannabis taxpayers and remove an incentive to remain in the black market. It is unknown what kind of a fiscal impact this will have on tax collections.
- Allow the Board to appoint a referee to take testimony at any hearing for appeals to determinations made by the Treasurer-Tax Collector regarding Cannabis Taxes owed. If the Board appoints a referee, the referee will prepare a report to the Board for final determination of taxes, fees, interest or penalties, if any, due. This will remove the requirement for the Board hear all appeals, while still providing them control and oversight of the appeal process.
- Allow the Treasurer-Tax Collector to accept/write-off de minimis amounts relating to taxable amounts due and paid. This is in line with the property tax collection procedure, reduces programmatic costs and provides efficiencies in the collection process.

CANNABIS ADVISORY GROUP

The Sonoma County Cannabis Advisory Group was appointed by the Board to offer a diverse perspective on the impacts of cannabis and cannabis regulations, and to provide information and feedback to the County for developing, amending, and funding local cannabis programs and policies.

On July 18, 2017, the Board of Supervisor approved the appointment of 20 members to serve on the Sonoma County Cannabis Advisory Group. Since that time the Group has meet for eleven monthly meetings, which have been so well-attended that the venue was changed from the Permit Sonoma hearing room to the Glaser Center after the third meeting.

Three members of the Cannabis Advisory Group have resigned and the Cannabis Ad Hoc has recommended replacing them with the following Sonoma County Citizens.

Recommended Appointees

Name	Dist.	Position, Company/Group
Greg Dexter	4	Retired, Leslie Road homeowner
Laura Waldbaum	4	Environmental Advocate- Mark West Creek Watershed
Dona Frank	3	OrganiCann Dispensary- Owner

Prior Board Actions:

April 10, 2018: Resolution of Intention to update existing cannabis land use ordinance.

September 12, 2017: Approval of a Resolution to modify and extend the Temporary Code Enforcement Penalty Relief Program for Land Use Permits for Cannabis Operations

July 18, 2017: Approval of the appointment of 20 members to serve on the Sonoma County Cannabis Advisory Group for a term of two years.

April 11, 2017: Approval of staffing and budgetary adjustments to implement the Cannabis Program, adoption of the 2017 Cannabis Ad Hoc Committee Charter, and approval of the Advisory Group Selection and Work Plan.

May 23, 2017: Approval of a Resolution establishing the Code Enforcement Temporary Penalty Relief Program.

December 20, 2016: Final adoption of Cannabis Land Use Ordinance.

December 13, 2016: Final adoption of Cannabis Business Tax Ordinance and Cannabis Health Ordinance.

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

Establish and maintain comprehensive cannabis policies to preserve our environmental resources, protect the health and safety of our communities, and ensure the industry contributes positively to the economic vitality of our County.

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
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: Draft Cannabis Health Ordinance			
Attachment B: Draft Cannabis Tax Ordinance			

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

ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA, AMENDING CHAPTER 14 OF THE SONOMA COUNTY CODE TO REGULATE CANNABIS DISPENSARIES AND EDIBLE CANNABIS PRODUCT MANUFACTURING PREMISES

The Board of Supervisors of the County of Sonoma, State of California, does ordain as follows:

Section I. Chapter 14 of the Sonoma County Code is hereby amended as follows:

(A) Article I, Administration and Enforcement, is amended to read:

Article I. Administration and Enforcement.

Sec. 14-1-010. In General.

The Health officer, as referred to in this Chapter, or his/her designee shall administer and enforce the provisions of this Chapter, applicable state law, and the rules and regulations promulgated by the State Department of Public Health.

This Chapter and the articles contained herein apply to the entire county and all incorporated cities and towns of the county.

Sec. 14-1-020. Definitions.

- a) "Department" means the County of Sonoma, Department of Health Services, Environmental Health and Safety Section.
- b) "Enforcement Agency" means the County of Sonoma, Department of Health Services, Environmental Health and Safety Section.
- c) "Enforcement Officer" means the agent, registered environmental health specialist or environmental health specialist trainee authorized by the Director of Health Services, Health Officer or Director of Environmental Health.
- d) "Health Officer" as referred to in this Chapter, means the Sonoma County Health Officer/Deputy Health Officer or his/her authorized representatives.
- e) "Health Permit" or "Permit" as referred to in this Chapter, means a permit or registration issued by the department for milk dairy, retail food, public swimming pool, body art, ~~medical~~ cannabis dispensary, or edible cannabis product manufacturing ~~site~~ **premises** as those terms are defined throughout this Chapter and in the California Food and Agricultural Code, and the California Health and Safety Code.
- f) "Hearing Officer" as referred to in this Chapter, means the Director of Environmental Health or his/her authorized representative.
- g) "Person" as referred to in this Chapter, includes any individual, firm, ~~association,~~ ~~organization,~~ partnership, joint venture, **association, corporation, estate, trust, business trust,** limited liability company, **estate, trusts, business trust,** receiver, syndicate, ~~corporation, company, tribe~~ or any other group or combination acting as a unit and includes the plural as well as the singular number.

Sec. 14-1-030. Requirement of Permit.

It is unlawful for any person without a health permit to control, lease, act as agent for, conduct, operate, or manage any milk dairy, retail food facility, public swimming pool, body art facility, ~~medical~~-cannabis dispensary, or edible cannabis product manufacturing ~~site~~-premises as those terms are defined throughout this Chapter.

Health permits shall be prominently posted in public view at the location or upon the equipment for which it was issued. Health permits shall not be transferable upon change of ownership of the location or equipment for which it was issued.

The holder of the health permit shall make payment to the department, on or before the anniversary date as established at the time of permit issuance, an annual fee as established by the Board of Supervisors' resolution, and as more fully set forth below.

Sec. 14-1-040. Suspensions and Revocations.

Health permits shall be valid until revoked, suspended or as conditioned by the enforcement officer.

Any health permit issued pursuant to this Chapter may be suspended or revoked for good cause by the enforcement officer. "Good cause" for the purpose of this Section, means a violation of state law, a violation of any of the provisions of this Chapter, a violation of the administrative rules or regulations adopted thereunder, a violation of any condition of such health permit, or failure to make payment of the required health permit fee to the department.

The following practices will be utilized during a permit revocation or suspension:

- a) Whenever an enforcement officer finds that a person is not operating in compliance with their health permit, a written notice to comply shall be issued to the person. If the person fails to comply within fifteen (15) days of the notice, the enforcement officer shall issue a second written notice to comply describing the acts or omissions with which the person is charged and informing them of their right to request a hearing.
- b) At any time within a fifteen-day period after service of such notice, the person may request a hearing before the hearing officer and department to show cause why the health permit should not be suspended or revoked.
- c) A failure to request a hearing within fifteen (15) days shall be deemed a waiver of a right to such a hearing.
- d) Any hearing provided for in this Section shall be conducted in accordance with Section 14-1-060.
- e) A health permit may be reinstated or a new health permit issued if the enforcement agency determines that the conditions that prompted the permit suspension or revocation no longer exist.

Sec. 14-1-050. Immediate Health Permit Suspension or Revocation.

Notwithstanding the provisions of this Chapter, and except as otherwise specifically provided by state law, the enforcement officer may immediately suspend or revoke a health

permit if the enforcement officer determines that there is an immediate threat to public health, safety, or welfare.

The enforcement officer shall serve the permit holder, within forty-eight (48) hours of the suspension or revocation, written notice of the grounds for the immediate suspension or revocation of the health permit. A person may appeal the suspension or revocation by filing a written notice to request a hearing before the hearing officer.

If a hearing is requested, it shall be conducted in accordance with Section 14-1-060.

Sec. 14-1-060. Hearing Procedure.

Whenever this Chapter provides for a hearing, the hearing shall be conducted in accordance with this Section.

- a) Upon receipt of a written request for a hearing, the hearing officer shall set a hearing date at the earliest practicable time. The hearing shall be held no later than fifteen (15) calendar days after receipt of the request for a hearing. Upon written request of the registrant or permit holder, the hearing officer may postpone a hearing date, if circumstances warrant the action. The hearing officer shall give notice of the hearing to the parties at least ten (10) calendar days before the date of the hearing.
- b) When circumstances warrant, the hearing officer may order a hearing at any reasonable time within this fifteen-day period to expedite the permit suspension or revocation process.
- c) Neither the provisions of the Administrative Procedure Act (Government Code Section 11500 *et seq.*) nor the formal rules of evidence in civil or criminal judicial hearings shall apply to such hearing. At the hearing, the hearing officer may admit any evidence, including witness testimony, relevant to the determination of the matter, except as otherwise provided in this Chapter. A record of the hearing shall be made by any means, including electronic recording, so long as a reasonably accurate and complete written transcription of the proceedings can be made.
- d) The hearing officer shall issue a written notice of decision to the person within five (5) working days following the hearing. Notice of the written decision, including findings of facts, conclusions of law, and notification of the time period in which judicial review may be sought pursuant to Code of Civil Procedure Section 1094.6 shall be served on all parties. The notice of decision shall also specify the acts or omissions with which the person is charged, and shall state the terms of the suspension or that the health permit has been revoked. Any decision rendered by the hearing officer shall be a final administrative decision.
- e) Judicial Review. Hearing officer decisions shall be final, subject to judicial review under the provisions of California Code of Civil Procedure Sections 1094.5 and 1094.6. California Code of Civil Procedure Section 1094.6 governs limitation of time for filing petitions under Section 1094.5, as set forth in Sonoma County Code Section 1-7.5.

(B) Article VI, ~~Medical Cannabis Dispensary and Edible Cannabis Product Manufacturing Site Premises~~, ~~is hereby amended~~ ~~to~~ (Chapter 14 of the Sonoma County Code) is amended as follows:

Article VI. –~~Medical Cannabis Dispensary and Edible Cannabis Product Manufacturing Site Premises~~

Sec. 14-6-010. Purpose.

This Article provides for the enforcement of California laws and regulations pertaining to ~~medical~~ cannabis dispensaries and edible cannabis product manufacturing ~~sites~~ ~~premises~~, and to establish local requirements as authorized ~~in Health and Safety Code Section 11362.77 and the 2016 Medical Cannabis Regulation and Safety Act~~ ~~by the Medicinal and Adult-Use Cannabis Regulation and Safety Act~~.

~~All definitions, authority, scope, responsibilities, requirements, standards, conditions, exemptions, procedures and penalties described within state law are adopted and incorporated.~~

Sec. 14-6-020. In General.

Although edible cannabis products are not defined as a food in Health and Safety Code, Sonoma County requires that ~~all edible cannabis products sold at medical~~ cannabis dispensaries ~~or manufactured at~~ ~~and~~ edible cannabis product manufacturing ~~sites~~ ~~premises~~ comply with the **Medicinal and Adult-Use Cannabis Regulation and Safety Act and the relevant articles requirements** of Health and Safety Code Section 13700 *et seq.* and other applicable food safety codes, which provide a system of prevention and overlapping safeguards designed to minimize foodborne illness, ensure employee health, demonstrate industry manager knowledge, ensure safe food preparation practices and delineate acceptable levels of sanitation for preparation of edible products.

Sec. 14-6-030. Definitions.

For the purposes of this Article:

- a) “Agency Having Jurisdiction” means the agency having delegated authority to adopt, determine, mandate or enforce ordinances and regulatory requirements established by the County of Sonoma and other jurisdictional governing bodies.
- b) “Cannabis” means all parts of the plant *Cannabis sativa* Linnaeus, *Cannabis indica*, or *Cannabis ruderalis*, or any other strain or varietal of the genus *Cannabis* that may exist or hereafter be discovered or developed ~~that has psychoactive or medicinal properties~~, whether growing or not, ~~including~~ **the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt derivative, mixture or preparation of the plant, its seed or resin.** “Cannabis” also means **the separated resin, whether crude or purified, obtained from cannabis.** ~~marijuana as defined by Section 11018 of the Health and Safety Code as enacted by Chapter 1407 of the Statutes of 1972. For the purpose of this section, “Cannabis” does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from seeds of the plant, any other compound, manufacture,~~

salt derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil or cake, or the sterilized seed of the plant which is incapable of germination. For the purpose of this chapter “Cannabis” does not mean “industrial hemp” as defined by ~~Section 81000 of the Food and Agricultural Code or~~ Section 11018.5 of the Health and Safety Code, ~~or the weight of any other ingredient combined with cannabis to prepare topical or oral administrations, food, drink, or other product. Cannabis is classified as an agricultural product separately from other agricultural crops.~~

- c) **“Cannabis Product”** Cannabis that has undergone any process whereby the plant material has been transformed into a concentrate, including, but not limited to, concentrated cannabis, or an edible or topical product containing cannabis or concentrated cannabis and other ingredients.
- e)d) **“County”** means the entire county and all incorporated cities and towns of the County, which have delegated cannabis health permit authority to the Director.
- e)e) **“County Department”** means any department or agency operated by the County of Sonoma.
- e)f) **“Delivery”** means the commercial transfer of ~~medical~~ cannabis or ~~medical~~ cannabis products ~~from a dispensary, up to an amount determined by the bureau to a primary caregiver or qualified patient as defined in Section 11362.7 of the Health and Safety Code, or a testing laboratory~~ to a customer. “Delivery” also includes the use by a dispensary of any technology platform owned, leased, or ~~and~~ controlled by the dispensary, ~~or independently licensed under this Chapter that enables qualified patients or primary caregivers to arrange for or facilitate the commercial transfer by a licensed dispensary of medical cannabis or medical cannabis products.~~ Deliveries must be made by either the owner of the dispensary or an employee of the dispensary.
- f)g) **“Director”** means the Director of the Sonoma County Department of Health Services or the Health Officer or any individual designated by the Director to act on his or her behalf, including the Director of Environmental Health and Environmental Health Specialists.
- g)h) **“Dispensary”** or **“~~Medical Cannabis~~ dDispensary”** means a facility operated in accordance with state law, where ~~medical~~ cannabis, ~~medical~~ cannabis products or devices for the use of ~~medical~~ cannabis or ~~medical~~ cannabis products are offered, either individually or in any combination, for retail sale, including an establishment that delivers ~~medical~~ cannabis and ~~medical~~ cannabis products as part of retail sale.
- h)i) **“Edible Cannabis Product”** means manufactured cannabis that is intended to be used orally, in whole or in part for human consumption, ~~including but not limited to chewing gum.~~ For the purposes of this chapter, **“edible cannabis product”** includes cannabis products that resemble conventional food or beverage and cannabis products that disintegrate in the mouth, but does not include any product otherwise defined as **“cannabis concentrate.”** ~~An edible cannabis product is not considered food as defined~~

~~by Section 109935 of Health and Safety Code or a drug as defined by Section 109925 of the Health and Safety Code.~~

- ~~ij)~~ **“Edible Cannabis Product Manufacturing Site Premises” or “Premises” means the designated structure or structures and land specified in the application that is owned, leased, or otherwise held under the control of the applicant or licensee permittee where the commercial cannabis activity will be or is conducted. ~~The premises shall be a contiguous area and shall only be occupied by one licensee. refers to a~~ “Manufacturer” that produces, prepares, or propagates “Edible Cannabis Products.”**
- ~~jk)~~ **“Imminent Health Hazard” means a significant threat or danger to health that is considered to exist when there is evidence sufficient to show that a product, practice, circumstance or event creates a situation that can cause infection, intoxication, disease transmission, vermin infestation, or hazardous condition that requires immediate correction or cessation of operation to prevent injury, illness, or death.**
- ~~kl)~~ **“Manufacturer” means a person that conducts the production, preparation, propagation or compounding of “manufactured cannabis” or medical cannabis or cannabis products either directly or indirectly or by extraction methods, or independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis at a fixed location that repackages or repackages medical cannabis or medical cannabis products or labels or relabels its container.**
- m) “Manufactured Cannabis” means raw cannabis that has undergone a process whereby the raw agricultural product has been transformed into a concentrate, an edible product, or a topical product to compound, blend, extract, infuse, packaging and repackaging, labeling and relabeling or otherwise making or preparing a cannabis product.**

~~l)~~

~~The term “Manufacture” includes the following processes:~~

- ~~—Extraction processes;~~
- ~~—Infusion processes;~~
- ~~—Packaging or repackaging of cannabis products;~~
- ~~—Labeling or relabeling of packages of cannabis products~~

The term “Manufacture” does not include the following:

- 1) The repacking of cannabis products from a bulk shipping container by a distributor or dispensary where the product’s original packaging and labeling is not otherwise altered.**
- 2) The placing of cannabis products into opaque packaging at a retail premises for purpose of complying with section 26070.1 of the Medicinal and Adult-Use Cannabis Regulation and Safety Act; or**

- 3) The placement of a sticker stating “FOR MEDICAL USE ONLY” on cannabis products at a retail premises, if the cannabis product is sold to a medicinal-use customer.
- 4) The collection of the resinous trichomes that are dislodged or sifted from the cannabis plant incident to cultivation activities by a licensed cultivator in accordance with the requirements of the California Department of Food and Agriculture specified in Article 4 of Chapter 1 of Division 8 of Title 3 of the California Code of Regulations; or
- 1)5) The processing of non-manufactured cannabis products, as defined in Section 8000 of Title 3 of the California Code of Regulations, by a licensed cultivator in accordance with the requirements of the California Department of Food and Agriculture specified in Article 4 of Chapter 1 of Division 8 of Title 3 of the California Code of Regulations

~~“Manufacturing” or “Manufacturing operation” means all aspects of the extraction process, and/or infusion process, and packaging and labeling processes, including processing, preparing, holding, and storing, packaging, or labeling of cannabis products.~~

~~Manufacturing also includes any processing, preparing, holding, or storing of components and ingredients.~~

~~m) “Manufacturing site” means a location that produces, prepares, propagates, or compounds manufactured medical cannabis or medical cannabis products, directly or indirectly, by extraction methods, independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis, and is owned and operated by a licensee for these activities.~~

n) “Medical cannabis,” “medical cannabis product” or ~~“cannabis product”~~ means any product containing cannabis, including but not limited to flowers, buds, oils, tinctures, concentrates, extractions, and edibles intended to be sold for use by medical cannabis patients in California pursuant to the Compassionate Use Act of 1996 (Proposition 215), found at Section 11362.5 of the Health and Safety Code. For the purposes of this Chapter, medical cannabis does not include industrial hemp as defined by Section 81000 of the Food and Agricultural Code or Section 11018.5 of the Health and Safety Code.

o) “Medical Cannabis Identification Card” or “Identification Card” means a document issued by the State Department of Health Services pursuant to California Health and Safety Code Sections 11362.7 *et seq.* that identifies a person authorized to engage in the medical use of cannabis and the person's designated primary caregiver, if any, or identifies a person as a primary caregiver for a medical cannabis patient.

p) “Nonsale Distribution” means to give a ~~medical~~ cannabis product or coupon at no cost or at a nominal cost of less than 25 percent of the full retail value of the item exclusive of taxes and fees to a person who is not a dispensary.

~~p)q)~~ “Owner” means any of the following:

- 1) A person with an aggregate ownership interest of 20 percent or more in the ~~P~~person applying for a license or a licensee, unless the interest is solely a security, lien, or encumbrance.
- 2) The chief executive office of a nonprofit or other entity.
- 3) A member of the board of directors of a nonprofit.
- 4) The trustee(s) and all persons that have control of the trust and/or the commercial cannabis business that is held in trust
- 5) An individual who will be participating in the direction, control, or management of the person applying for a license.

~~e)r~~) “Permittee” means the “Person” acting as the owner, proprietor, manager, or operator of a ~~medical~~-cannabis dispensary who obtains a permit pursuant to this Article.

~~r)s~~) “Primary caregiver” shall have the same definition as California Health and Safety Code Section 11362.7 *et seq.*, and as may be amended, and which defines “primary caregiver” as an individual, designated by a qualified patient ~~or by a person with an identification card~~, who has consistently assumed responsibility for the housing, health, or safety of that patient ~~or person~~, and may include a licensed clinic, a licensed health care facility, a residential care facility, a hospice, or a home health agency as allowed by California Health and Safety Code Section 11362.7(d)(1-3). A primary caregiver shall be at least 18 years of age, unless the primary caregiver is the parent of a minor child who is a qualified patient or a person with an identification card or the primary caregiver is a person otherwise entitled to make medical decisions under state law pursuant to Sections 6922, 7002, 7050, or 7120 of the Family Code.

~~s)t~~) “Qualified patient” shall have the same definition as California Health and Safety Code Section 11362.7 *et seq.*, and as may be amended, and which states that a “qualified patient” means a person who is entitled to the protections of California Health and Safety Code Section 11362.5, but who does not have a valid medical cannabis identification card. For the purposes of this Article, a “qualified patient who has a valid identification card” shall mean a person who fulfills all of the requirements to be a “qualified patient” under California Health and Safety Code Section 11362.7 *et seq.* and also has a valid medical cannabis identification card.

Sec. 14-6-040. ~~Medical~~-Cannabis Dispensary and Edible Cannabis Product Manufacturing ~~Site~~ Premises Permits.

- a) No person shall operate in the county, any ~~medical~~-cannabis dispensary or any edible cannabis product manufacturing ~~site~~-premises or any other enterprise or establishment in which edible cannabis product is manufactured or offered for sale or sold, without a valid permit issued in accordance with this Article and a valid permit as required in Sonoma County Code Section 26-88-126(c). Such permits shall be displayed prominently in or upon the place of business for which it is issued.
- b) All applications for ~~medical~~-cannabis dispensary or edible cannabis product manufacturing ~~site~~-premises permits shall be on a form supplied by the department and

shall be accompanied by the applicable fee(s), as described in Section 14-6-050 and Section 14-6-060. The applicant for ~~medical~~ cannabis dispensary permit or edible cannabis product manufacturing ~~site~~ **premises** -permit shall set forth, under penalty of perjury, the following on the permit application:

- 1) The proposed location of the ~~medical~~ cannabis dispensary or the edible cannabis product manufacturing ~~site~~ **premises**.
 - 2) Approved use permit number as issued by the appropriate planning agency.
 - 3) The name and residence address of each ~~person~~ **owner** applying for the permit ~~and any other person who will be engaged in the management of~~ **for** the ~~medical~~ cannabis dispensary or edible cannabis product manufacturing ~~site~~ **premises**.
 - 4) A unique identifying number from at least one government issued form of identification such as a social security card, a state driver's license or identification card, or a passport for each ~~person~~ **owner** applying for the permit ~~and any other person who will be engaged in the management of medical cannabis dispensary or edible cannabis product manufacturing site~~.
 - 5) ~~Written evidence that~~ **Birth date for** each ~~person~~ **owner** applying for the permit, and ~~any other person who will be engaged in the management of medical cannabis dispensary or edible cannabis product manufacturing site~~ **to validate each owner** is at least 21 years of age.
 - 6) The Director is hereby authorized to require in the permit application any other information including but not limited to any information necessary to discover the truth of the matters set forth in the application.
- c) A permit to operate shall not be issued by the department until its inspection has determined that the proposed ~~medical~~ cannabis dispensary or edible cannabis product manufacturing ~~site~~ **premise** and its method of operation meet the specifications and conform to the provisions of Sonoma County Code Chapters 14 and 26, ~~and California Health and Safety Code Section 11362.5 et seq.~~
- d) All permits for ~~medical~~ cannabis dispensaries and edible cannabis product manufacturing ~~sites~~ **premises** shall expire on the annual renewal date. Permits are valid only for the person, location, and type of sales or activity approved. Permits shall not be transferable upon change of ownership of the dispensary or manufacturing ~~site~~ **premises**.
- e) In recommending the granting or denying of a permit and in granting or denying the same, the Director shall give particular consideration to the capacity, capitalization, complaint history of the ~~applicant~~ **owner(s)** and any other factors that in their discretion he or she deems necessary to the peace and order and welfare of the public.
- f) No ~~medical~~ cannabis dispensary permit or edible cannabis product manufacturing premise manufacturing site permit shall be issued under this Article if the Director finds:

- 1) That the applicant has provided materially false documents or testimony; or
- 2) That the applicant has not complied fully with the provisions of this Article or any county and state codes, laws and regulations; or
- 3) That the applicant has not obtained a permit from Sonoma County Planning Resource Management Department and all other approvals as required by the Agency Having Jurisdiction; or
- 4) That the operation as proposed by the applicant, if permitted, does not comply with all applicable laws, including, but not limited to, the Building, Planning, Housing, Police, Fire, and Health Codes of the County, including the provisions of this Article and regulations issued by the Director pursuant to this Article; or
- 5) That a permit for the operation of a ~~medical~~ cannabis dispensary or **edible** ~~medical~~ cannabis product manufacturing **site premises permit** or a County use permit, which permit(s) had been issued to the applicant or to any other person who will be engaged in the management of the ~~medical~~ cannabis dispensary or **edible** ~~medical~~ cannabis product manufacturing **site premises** permit has been revoked, unless more than two years have passed from the date of the revocation to the date of the application; or
- 6) That the County has revoked a permit for the operation of a business in the County which permit had been issued to the applicant ~~or to any other person who will be engaged in the management of~~ **for** the ~~medical~~ cannabis dispensary or ~~medical~~ **edible** cannabis product manufacturing **site premises** permit unless more than two years have passed from the date of the application to the date of the revocation.
- g) The Director shall notify the Sheriff's Department, Permit and Resource Management Department, Fire and Emergency Services, Agricultural Commissioner's Office and other appropriate agencies of all approved permit applications.
- h) The final permit shall contain the following language: "Issuance of this permit by the County of Sonoma is not intended to and does not authorize the violation of state or federal law."

Sec. 14-6-050. Fees.

- a) Prior to submitting the ~~medical~~ cannabis dispensary permit or edible cannabis product **premises manufacturing site** manufacturing premise permit application, each applicant shall submit ~~an operating and facility plan to the Department, along with a plan check~~ **review application and** fee as established by the current Board of Supervisors' fee resolution.
- b) At the time of approval of the facility plan, the applicant shall submit to the Department, the ~~medical~~ cannabis dispensary or edible cannabis product manufacturing **site premises** application and annual permit fee(s) as established by the current Board of Supervisors' fee resolution. The fee shall be calculated ~~so as~~ to recover the reasonable regulatory cost of administration and enforcement of this Article, including, for example, issuing a

~~medical~~ cannabis dispensary or edible cannabis product manufacturing ~~site~~ **premises** permit, administering the permit program, dispensary or **edible cannabis product** manufacturing ~~site~~ **premises** inspection and compliance checks, documentation of violations, **activities related to** late fees for delinquent permits, and enforcement proceedings, but shall not exceed the cost of the regulatory program authorized by this Article and by California law. All fees and interest upon proceeds of fees shall be used exclusively to fund administration and enforcement of this Article. Fees are nonrefundable, except as may be required by law.

- c) Each ~~separate location of business~~ **unique cannabis dispensary or edible cannabis product manufacturing premises** shall be deemed a separate enterprise. ~~or medical cannabis dispensary or edible product manufacturing site~~ **An application shall be submitted for each dispensary/premises** for **the** purposes of this Article.
- d) Any permit that has not been reinstated by the annual renewal date will not be valid, due to failure to submit permit fees, and shall be deemed delinquent. Permits that continue to remain delinquent will be subject to late fees at intervals of thirty (30) days and sixty (60) days past the anniversary date. **After sixty (60) days, proceedings will be initiated to revoke the permit.** The amount assessed shall be included in the fee schedule approved by resolution of the Board of Supervisors.
- e) Conditions requiring additional inspections due to noncompliance with applicable statutes/regulations will incur additional re-inspection service fees as provided in the fee schedule in effect at the time of noncompliance.

Sec.14-6-060. Operational Requirements for ~~Medical~~ Cannabis Dispensaries.

- a) ~~Medical~~ **C**annabis dispensaries shall meet all the operating criteria for the dispensing of ~~medical~~ cannabis as is required pursuant to **the Medicinal and Adult-Use Cannabis Regulation and Safety Act, California Health and Safety Code Section 11362.7 et seq.,** by this Article, by the Director's Rules and regulations for the permitting and operation of ~~medical~~ cannabis dispensaries and by all ~~other~~ **oth r** County Department guidelines.
- b) ~~Medical~~ **C**annabis dispensaries must operate in a permanently constructed structure and may not operate from a vehicle or non-permanent structure.
- c) ~~Medical~~ **C**annabis dispensaries shall sell ~~or distribute~~ only cannabis **or cannabis products** manufactured, **produced, and** processed **and tested** in the State of California, **in compliance with local requirements and the Medicinal and Adult-Use Cannabis Regulation and Safety Act.** ~~that has not left the state before arriving at the medical cannabis dispensary with the additional requirement that medical cannabis dispensaries shall sell or distribute only edible cannabis products that have been manufactured and processed in a facility permitted by a local jurisdiction and in compliance with state licensing requirements.~~
- d) It is unlawful for any person ~~or association~~ operating a medical cannabis dispensary under the provisions of this Article to permit any breach of peace therein or any disturbance of public order or decorum by any tumultuous, riotous or disorderly

conduct, or otherwise, or to permit such dispensary to remain open, or patrons to remain upon the premises, between the hours of 7 p.m. and 7 a.m. the next day, unless otherwise allowed by the use permit.

- e) No ~~medical~~cannabis **or cannabis** product shall be smoked, ingested or otherwise consumed on the premises or in the public right-of-way within twenty-five feet of a medical cannabis dispensary. ~~Medical~~**Cannabis** dispensaries shall post a sign near their entrances and exits providing notice of this policy.
- f) All sales and dispensing of ~~medical~~cannabis shall be conducted **by permitted in person on the premises of the medical** cannabis dispensaries **only**. Deliveries, as defined in this Article and in **Medicinal and Adult-Use Cannabis Regulation and Safety Act Health and Safety Code**, ~~can only be made by a dispensary in Sonoma County provided the medical cannabis dispensary that delivers medical cannabis or medical cannabis products~~ shall comply with the following:
 - 1) All employees of a dispensary delivering ~~medical~~ cannabis or ~~medical~~ cannabis products shall carry a copy of the dispensary's current permit authorizing those services with them during deliveries and shall present that permit upon request to county department, state and local law enforcement, employees of regulatory authorities, and other state and local agencies.
 - 2) During delivery, the permittee shall maintain a physical copy of the delivery request and shall make it available upon request of the department and law enforcement officers. The delivery request documentation shall comply with state and federal law regarding the protection of confidential ~~medical~~ information.

~~The qualified patient or primary caregiver requesting the delivery shall maintain a copy of the delivery request and shall make it available, upon request, to the department and law enforcement officers.~~
 - 3) The employee of the dispensary who is delivering medical cannabis or medical cannabis products shall verify and document that the individual taking possession of the product is a qualified patient or primary caregiver.
- g) The ~~medical~~ cannabis dispensary shall not hold or maintain a license from the State Department of Alcohol Beverage Control to sell alcoholic beverages, or operate a business that sells alcoholic beverages. Nor shall alcoholic beverages be consumed on the premises or on in the public right-of-way within fifty feet of a ~~medical~~cannabis dispensary. Dispensaries shall prohibit patrons from entering or remaining on the premises if they are in possession of or are consuming alcoholic beverages or are under the influence of alcohol.
- h) The ~~medical~~cannabis dispensary shall not hold or maintain a permit as a food facility from the County of Sonoma. Food products shall not be sold or consumed on the premises.

- i) The ~~medical~~ cannabis dispensary shall not hold or maintain a tobacco retail license to sell tobacco products or tobacco paraphernalia from the County of Sonoma. Tobacco products ~~or tobacco paraphernalia~~ shall not be sold or consumed on the premises.
- j) No manufactured edible cannabis products shall be **infused with alcoholic beverages, as defined in section 23004 of the Business and Professions Code. No cannabis product shall contain any non-cannabinoid additive that would increase potency, toxicity or addictive potential, or that would create an unsafe combination with other psychoactive substances. Prohibited additives include but are not limited to nicotine and caffeine. This prohibition shall not apply to products containing naturally occurring caffeine, such as coffee, tea, or chocolate.** ~~dispensed that contain other addictive substances such as nicotine or caffeine. Minimal amounts of alcohol, in as much as are residual from manufacturing or required solvents for the cannabis containing product, are allowed provided that the alcohol content is 10 percent or less, the amount of alcohol in an individual serving would not create alcohol intoxication with ingestion of a single dose, and the product is clearly labeled with both the alcohol content and a statement that "Warning: this product contains alcohol."~~
- ~~k) The medical cannabis dispensary shall not engage in the Nonsale Distribution of any medical cannabis product. Discounting practices, including the honoring or redeeming coupons to allow a consumer to purchase a medical cannabis product for less than full retail price, sale of product through multiple package discount for less than full retail price, and provision of a free or discounted item in consideration of purchase of a medical cannabis product are prohibited.~~
- k) **A cannabis dispensary shall not provide free cannabis goods to any person. A cannabis dispensary shall not allow individuals that are not employed by the dispensary to provide free cannabis or cannabis products to any person at the licensed premises. A cannabis dispensary may provide cannabis or cannabis products to a medicinal cannabis patient without charge if they meet the conditions stipulated in CCR Title 16, Division 42, Section 5411.**
- l) ~~Medical~~ Cannabis dispensaries may sell or distribute cannabis **and cannabis products** only to **adults, aged 21 or older, or to** qualified patients with a medical cannabis identification card or a verifiable, written recommendation from a physician for medical cannabis. The medical cannabis dispensary shall maintain records of all qualified patients with a valid identification card and primary caregivers with a valid identification card using only the identification card number issued by the state or County pursuant to California Health and Safety Code Section 11362.7 *et seq.* For qualified patients who present a physician recommendation in lieu of a valid identification card, the medical cannabis dispensary shall maintain a record of qualified patient identifying information in a manner consistent with patient privacy laws.
- m) ~~All advertisements must include language stating "Only individuals with legally recognized Medical Cannabis Identification Cards or a verifiable, written recommendation from a physician for medical cannabis may obtain cannabis from medical cannabis dispensaries" written in size 11 font or larger, and must be read in oral~~

~~advertisements.~~ Advertisements may not cater to youth or children, i.e. no cartoon characters and **shall not use any depiction or images of minors under eighteen (18) years of age.** ~~no depictions of youth utilizing cannabis.~~ Advertisements may not be placed in locations that cater to youth or children.

- n) The ~~medical~~ cannabis dispensary shall provide the Director and ~~A~~ agencies ~~H~~ having ~~J~~ jurisdiction the name, **title**, and phone number of an on-site staff person to whom one can direct notices of complaints or violations.
- o) The ~~medical~~ cannabis dispensary shall meet any specific, additional operating procedures and measures as may be imposed as conditions of approval by the Director in order to ~~e~~nsure that the operation of the ~~medical~~ cannabis dispensary is consistent with the protection of the health, safety and welfare of the community, qualified patients and primary caregivers, and will not adversely affect surrounding uses.

Sec. 14-6-070. Operational Requirements for Edible Cannabis Product Manufacturing Premises~~Sites.~~

- a) Edible cannabis product manufacturing ~~premises~~**sites** shall meet all the operating criteria for the manufacturing of ~~medical~~ cannabis containing edible products as is required pursuant to **the Medicinal and Adult-Use Cannabis Regulation and Safety Act**~~California Health and Safety Code Section 11362.7 et seq.~~, by this Article, by the Director's Rules and Regulations for the permitting and operation of edible cannabis product manufacturing ~~premises~~**sites** and by all other County Department agency guidelines.
- b) No ~~manufactured edible~~ cannabis products shall **contain any non-cannabinoid additive that would increase potency, toxicity or additive potential, or that would create an unsafe combination with other psychoactive substances. Prohibited additives include but are not limited to nicotine and caffeine. This prohibition shall not apply to products containing naturally occurring caffeine, such as coffee, tea, or chocolate.** ~~be produced that contain other addictive substances such as nicotine or caffeine. Minimal amounts of alcohol, in as much as are residual from manufacturing or required solvents for the cannabis containing product, are allowed provided that the alcohol content is 10 percent or less, the amount of alcohol in an individual serving would not create alcohol intoxication with ingestion of a single dose, and the product is clearly labeled with both the alcohol content and a statement that "Warning: this product contains alcohol."~~
- c) ~~E~~**Manufactured** ~~edible~~ cannabis products shall be:
 - 1) Not designed to be appealing to children or easily confused with commercially sold candy or foods that do not contain cannabis.
 - 2) Delineated, ~~or~~ scored **or otherwise similarly marked to indicate one serving into standardized serving sizes** if the cannabis product contains more than one serving and is an edible cannabis product in solid form.
 - 3) Homogenized to ensure disbursement of cannabinoids throughout the product.
 - ~~3)4)~~ **Shall not contain more than ten (10) milligrams of THC per serving.**

- d) ~~Manufactured e~~Edible cannabis products shall be labeled and in an opaque, resealable, child-resistant and tamper-evident package. Labels and packages of medical cannabis products shall meet the following requirements in addition to any state requirements:
 - 1. ~~Medical C~~cannabis packages and labels shall not be made to be attractive to youth and children.
 - 2. All ~~medical e~~Cannabis product labels shall include the following information, prominently displayed and in a clear and legible font:
 - i) Manufacture date and source.
 - ii) The following statements in bold print: Product contains ~~medical~~ cannabis; Keep out of reach of children and animals; ~~for medical use only;~~ the intoxicating effects of this product may be delayed by up to two hours; and this product may impair the ability to drive or operate machinery. Please use extreme caution.
 - iii) A warning if nuts or other known potential allergens are used.
 - iv) List of pharmacologically active ingredients, including, but not limited to, tetrahydrocannabinol (THC), cannabidiol (CBD), and other cannabinoid content, the THC and other cannabinoid amount in milligrams per serving, servings per package, and the THC and other cannabinoid amount in milligrams for the package total.
 - v) Identification of the source and date of cultivation and manufacture.
- e) Edible cannabis product manufacturing premises shall not be permitted or operate as a wholesale food manufacturer, retail food facility or cottage food producer.
- f) The edible cannabis product manufacturing ~~premises~~site shall meet any specific, additional operating procedures and measures as may be imposed as conditions of approval by the Director in order to ~~e~~insure that the operation of the ~~medical~~cannabis dispensary is consistent with the protection of the health, safety and welfare of the community, qualified patients and primary caregivers, and will not adversely affect surrounding uses.

Sec. 14-6-080. Permit Program Implementation

- a) The Director shall adopt policies and create operational procedures, operational standards and marking guides for ~~medical~~cannabis dispensaries and edible cannabis product manufacturing ~~premises~~sites related to this Article. These shall include, but are not limited to:
 - 1. A requirement that the operator require employees to wash hands and use sanitary utensils when handling cannabis;
 - 2. Regulations to reduce the risk to public health of edible cannabis products including requirements parallel to state and local laws regarding preparation, distribution and sale of food and restrictions on manufacturing and sale of edible

products that require time-temperature control to keep them safe for human consumption;

3. Regulations prohibiting the manufacturing, packaging and/or sale of cannabis products that are designed to be especially appealing to children or youth;
 4. Requirements on tracking and reporting of products sold; and
 5. Regulations related to management and disposal of waste products.
- b) The Director shall issue rules and regulations regarding the imposition of administrative penalties on ~~medical~~-cannabis dispensaries or edible cannabis product manufacturing ~~premises~~sites.

Sec. 14-6-090. Inspections and Penalties.

- a) The Director shall inspect each ~~medical~~-cannabis dispensary and edible cannabis product manufacturing ~~premises~~site no fewer than two times annually, for the purpose of determining compliance with the provisions of this Article, and/or the rules and regulations adopted pursuant to this Article, or in response to a complaint. If informal attempts by the Director to obtain compliance with the provisions of this Article fail, the Director may take the steps outlined in Article I of this Chapter.
- b) Every person to whom a permit shall have been granted pursuant to this Article shall post a sign in a conspicuous place in the ~~medical~~-cannabis dispensary or edible cannabis product manufacturing ~~premises~~site. The sign shall state that it is unlawful to refuse to permit an inspection by the Department of Health Services, or any city peace, fire, planning, or building official or inspector, conducted during the hours the establishment is open to the public and at all other reasonable times, of the areas of the establishment to which patrons and employees have access.
- c) Administrative Citations. In addition to all other legal remedies, criminal or civil, which may be pursued by the county to address any violation of the County Code, this subsection provides for administrative citations, pursuant to the authority conferred by the Government Code, including Section 53069.4. Violations of any provision of the County Code or health permit conditions are subject to administrative citation. Each act, omission, or condition may be cited as a separate violation and each violation that continues, exists, or occurs on more than one day may constitute a separate violation on each day, at the discretion of the agency having jurisdiction.
 1. The Director may issue an administrative citation requiring the owner or operator of a medical cannabis dispensary or edible cannabis product manufacturing premise to take corrective action as necessary to abate a nuisance, or to protect human health and safety or the environment.
 2. An administrative citation shall not be issued for any minor violation, as defined by the Director, which is corrected immediately in the presence of the inspector. Immediate compliance in that manner shall be noted in the inspection report.

3. Any dispensary, dispensary operator, dispensary manager or manufacturer who violates any provision of this Article or any rule or regulation adopted pursuant to this Article may, after being provided notice and an opportunity to be heard, be subject to an administrative citation penalty not to exceed \$1,000 for the first violation of a provision or regulation in a two year period, \$5,000 for the second violation of the same provision or regulation in a two year period, and \$10,000 for the third and subsequent violations of the same provision or regulation in a two year period.
 4. Any dispensary, dispensary operator, dispensary manager or manufacture who operates without a health permit shall be subject to an administrative citation penalty of \$10,000 for the first offense within two years, \$25,000 for the second offense within two years, and \$50,000 for the third offense within two years.
- d) If a permit is revoked, no application for a ~~medical~~-cannabis dispensary or edible cannabis product manufacturing ~~premises~~site may be submitted by the same person for two years.

Sec. 14-6-100. Immediate Closure

- a) Notwithstanding the provisions of this Chapter, and except as otherwise specifically provided by state law, the enforcement officer may immediately suspend or revoke a health permit if the enforcement officer determines that there is an immediate threat to public health, safety, or welfare and order the ~~medical~~ cannabis dispensary or edible cannabis product manufacturer immediately closed.
- b) If interference in the performance of the duty of the enforcement officer occurs, the enforcement officer may temporarily suspend the permit and order the ~~medical~~ cannabis dispensary or edible cannabis product manufacturer immediately closed.
- c) The enforcement officer shall serve the permit holder, within forty-eight (48) hours of the suspension or revocation, written notice of the grounds for the immediate suspension or revocation of the health permit. A person may appeal the suspension or revocation by filing a written notice to request a hearing before the hearing officer.
- d) If a hearing is requested, it shall be conducted in accordance with Section 14-1-060.

Sec. 14-6-110. Reporting

- a) At least biennially, commencing in January 2019, the Director shall make a report to the Board of Supervisors that includes the following:
 - 1) Number and location of ~~medical~~-cannabis dispensaries and ~~medical~~-edible cannabis manufacturing ~~premises~~sites currently permitted and operating in the County;
 - ~~a. An estimate of the number of medical cannabis patients currently active in the County;~~
 - 2) A summary of the past year's violations of this Article and penalties assessed;

- 3) Current health, human and safety data; and
 - 4) Recommendations to the Board of Supervisors.
- b) Upon receipt of this Report, the Board of Supervisors shall consider whether any changes to County Code are warranted.

Sec. 14-6-120. Severability

If any section, subsection, sentence, clause or phrase of this Article is, for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Chapter.

Section II.

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 III.

Adoption and implementation of this Ordinance is exempt from the California Environmental Quality Act (“CEQA”) pursuant to Section 15061(b)(3) of the State CEQA Guidelines because it can be seen with certainty that there is no possibility that this ordinance may have a significant effect on the environment. Adoption and implementation of the standards, permit requirements, and other measures contained in the ordinance will not result in any direct physical change to the environment on their own. In the alternative, the adoption and implementation of this ordinance is exempt from CEQA pursuant to Section 15308 of the State CEQA Guidelines as an action taken to assure the maintenance, restoration, enhancement, and protection of the environment where the regulatory process involves procedures for protection of the environment. The basis for this determination is that this Ordinance does not in itself approve any construction activities, but instead establishes standards, permit requirements, and other measures that regulate health and safety at medical cannabis dispensaries and edible cannabis product manufacturing sites. These standards, permit requirements, and other measures will assure the protection of human health, which is an aspect of the environment under Public Resources Code Section 21083(b)(3), by establishing standards and enforcement measures for regulating medical cannabis dispensaries and edible cannabis product manufacturing sites. The Director of the Department of Health Services is directed to file a notice of exemption in accordance with CEQA and the State CEQA Guidelines.

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. A summary of the Ordinance shall be published once before the expiration of fifteen (15) days after passage, with the names of the Supervisors voting for or against the same, in *The Press Democrat*, a newspaper of general circulation published in the County of Sonoma, State of California.

In regular session of the Board of Supervisors of the County of Sonoma introduced **revisions to Ordinance # 6187 on August 7, 2018** ~~and finally passed and adopted this~~ ~~_____ day of December, 2016~~, on regular roll call of the members of said Board by the following vote:

Supervisors:

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

WHEREUPON, the Chair declared the above and foregoing Ordinance duly adopted and

SO ORDERED.

Chair, Board of Supervisors
County of Sonoma

ATTEST:

Sheryl Bratton,
Clerk of the Board of Supervisors

ORDINANCE NO. ()

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA, AMENDING CHAPTER 35 OF THE SONOMA COUNTY CODE

The Board of Supervisors of the County of Sonoma, State of California, ordains as follows:

Section I. Purpose. These amendments are adopted to achieve the following purposes, among others, and directs that the provisions herein be interpreted to accomplish these purposes:

- A. To incentivize compliance and to avoid unduly burdening a nascent industry; and
- B. To reflect the update and addition of definitions to align with the proposed Sonoma County Cannabis Land Use Ordinance; and
- C. To align the Cannabis Business Tax with the latest state regulations and to ensure consistency between the three Sonoma County Cannabis Ordinances, while ensuring that no changes are made that would require voter approval under Proposition 218.
- D. At the March 7, 2017, special election, the voters of Sonoma County approved the Cannabis Business Tax Ordinance (Measure A), codified in Chapter 35 of the Sonoma County Code and updated on June 13, 2017.
- E. The Cannabis Business Tax is imposed in accordance with the state Medical Cannabis Regulation and Safety Act, specifically California Business and Professions Code section 19348, the “California Control, Regulate and Tax Adult Use of Marijuana Initiative” approved by the voters in the November 2016 election, the California Revenue and Taxation Code section 7284, and other enabling legislation.

Section II. Amendments. Chapter 35 of the Sonoma County Code is amended as follows (text to be added is shown in **bold italics**, text to be deleted is shown in ~~strikethrough~~):

- A. **Amendments to Definitions.** The following definitions within Section 35-4 are hereby amended or added:
 - 1. “Cannabis” means all parts of the plant *Cannabis sativa* Linnaeus, *Cannabis indica*, or *Cannabis ruderalis*, or any other strain or varietal of the genus *Cannabis* that may exist or hereafter be discovered or developed that has psychoactive or medicinal properties, whether growing or not, ~~including the seeds thereof;~~ ***the seeds thereof; the resin, whether crude or purified,***

extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. “Cannabis” also means the separated resin, whether crude or purified, obtained from cannabis. “Cannabis” does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. “Cannabis” also means marijuana as defined by Section 11018 of the Health and Safety Code as enacted by Chapter 1407 of the Statutes of 1972. For the purpose of this section, “cannabis” does not mean “industrial hemp” as defined by Section 81000 of the Food and Agricultural Code or Section 11018.5 of the Health and Safety Code. Cannabis is classified as an agricultural product separately from other agricultural crops.

2. ~~“Cannabis nursery” means a location that produces cannabis clones, immature plants, and seeds for wholesale distribution, used specifically for the planting, propagation, and cultivation of cannabis.~~
3. ***“Greenhouse” means a permanent structure, including glasshouses, conservatories, hothouses, or similar structures for the covered propagation and growing of plants, constructed with a translucent roof and/or walls.***
4. ***“Hoop house” means a temporary structure used for season extension or crop protection erected for less than 180 days. Hoop houses do not include light deprivation, ventilation, artificial lighting, or any electrical components. The ends are left open and the material covering the structure is removable.***
5. “Indoor” means indoor cultivation of cannabis ***within any type of structure*** using exclusively acritical lighting.
6. “Manufacturer” means a person that conducts the production, preparation, ~~propagation,~~ or compounding of manufactured cannabis or cannabis products either directly or indirectly or by extraction methods, or independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis at a fixed location that packages or repackages cannabis or cannabis products or labels or relabels its container.
7. “Mixed-Light” means cultivation of cannabis ***using in a greenhouse or other similar structure using natural light, light deprivation, and/or any combination of natural and supplemental artificial lighting.*** ~~Greenhouses, hoop houses, hot houses and similar structures or light deprivation systems are included in this category.~~

8. **“Nursery” means a person that produces only clones, immature plants, and seeds used specifically for the planting propagation, and cultivation of cannabis.**
9. **“Outdoor” means cultivation of cannabis using no artificial lighting conducted in the ground or in containers outdoors with no covering. Outdoor cultivation does not include greenhouses, hoop houses, hot houses or similar structures.**
10. **“Testing laboratory” means a *laboratory*, facility, entity, or site in the state *State of California* that offers or performs *testing tests* of cannabis or cannabis products, *and that is accredited by an accrediting body independent from all other persons involved in commercial cannabis activity in the state, and holds a valid state license and a valid local license or permit.***

B. Amendments to Reporting and Remittance of Tax. The following subsections are hereby amended or added:

1. Section 35-6(a) – Each person owing a commercial cannabis business tax ***other than on outdoor commercial cannabis cultivation***, and each person on whom a 0% tax rate is imposed, shall, on or before the last day of the month following the close of each fiscal year quarter, prepare and submit a tax statement on the form prescribed by the Treasurer-Tax Collector and remit to the Treasurer-Tax Collector the tax due. The tax due shall be no less than the quarterly installment due, but the taxpayer may at any time pay the tax due for the entire fiscal year. Each business shall pay on or before the last day of the month following the close of each calendar quarter.
2. Section 35-6(a)(1) – For outdoor commercial cannabis cultivation, the taxes owed for the first quarter of each fiscal year shall be zero. Notwithstanding the foregoing, submission of a tax statement shall still be required for the first quarter of the fiscal year for all ***are due and payable in two installments, the due dates of which are to be prescribed by the Treasurer-Tax Collector. Each person owing a commercial cannabis business tax on outdoor commercial cannabis cultivation, regardless of whether any tax is due. Total taxes owed for the fiscal year shall be paid in equal installments shall, on or before the last day due dates prescribed and published by the Treasurer-Tax Collector, prepare and submit a tax statement on the form prescribed by the Treasurer-Tax Collector and remit to the month following Treasurer-Tax Collector the close of tax due. The taxpayer may at any time pay the second, third, and fourth quarters of the fiscal year tax due for the entire fiscal year. Each outdoor commercial cannabis cultivation business shall pay on or before the due date prescribed and published by the Treasurer-Tax Collector.***

3. Section 35-6(c) – The tax statement may include a request for adjustment of the tax due to square footage authorized but not utilized for cultivation, and/or crop loss, along with evidence substantiating the square footage utilized and/or crop loss. ***The substantiating evidence must include a cultivation verification performed by the Department of Agriculture/Weights & Measures. The cultivation verification may be performed and provided within a reasonable period after submission of the tax statement requesting adjustment.*** The Any decision to prorate or adjust the tax will be made at the sole discretion of the County. A fee may be adopted by the Board of Supervisors and collected by the agency having jurisdiction or the Treasurer-Tax Collector to pay for the cost of investigating, verifying, and opining on such request for adjustment of the tax.
4. ***Section 35-6(d) – The Treasurer-Tax Collector may, as part of administering the tax and in his or her discretion, accept as complete any payment that is within \$10 of the amount due and owing at the time of payment without further action to collect the remainder due or refund the amount overpaid absent a request for refund as provided in this Chapter. Nothing in this section shall be construed as releasing any person from the payment of any money which is due and owing to the County.***

C. **Amendments to Penalties and Interest.** The following subsections are hereby amended:

1. Section 35-11(a)(1) – A penalty equal to ~~twenty-five~~ **ten** percent (~~25~~**10**%) of the amount of the tax, ~~in addition to the amount of the tax, plus interest on the unpaid tax calculated from the due date of the tax at the rate of one and one-half percent (1.5%) per month; and; and~~
2. Section 35-11(a)(2) – If the tax remains unpaid for a period exceeding one calendar month beyond the due date, an additional penalty equal to ~~twenty-five~~ **ten** percent (~~25~~**10**%) of the amount of the tax, ~~plus interest at the rate of one and one-half percent (1.5%) per month on the unpaid tax.~~
3. Section 35-11(e) – The Treasurer-Tax Collector is authorized to make an assessment in the manner provided for in Sections 25 and 26 of the anticipated tax liability for up to the following four quarters, ***or, if for outdoor commercial cannabis cultivation, for the following two installments***, if any person has failed to file one or more returns or payments, or who has filed one or more delinquent returns or payments, in any twelve (12) month period, without curing the failure or delinquency within 60 days of the original due date after written notice from the Treasurer-Tax Collector of the failure or delinquency. Failure to remit the anticipated tax within 60 days of the notice of assessment shall be grounds for revocation of the County permit associated with the subject cannabis

business.

D. **Amendments to Waiver of Penalties.** The following subsections are hereby amended:

1. Section 35-12 – the Treasurer-Tax Collector may waive the first and second penalties of ~~twenty-five~~ **ten** percent each imposed upon any person if:

E. **Amendments to Enforcement – Action to Collect.** The following Subsections are hereby amended:

1. Section 35-17(a) -- Any taxes, penalties, **interest** and/or fees required to be paid under the provisions of this Chapter shall be deemed a debt owed to the County. Any person owing money to the County under the provisions of this Chapter shall be liable in an action brought in the name of the County for the recovery of such debt. The provisions of this Section shall not be deemed a limitation upon the right of the County to bring any other action including criminal, civil and equitable actions, based upon the failure to pay the tax, penalties, **interest** and/or fees imposed by this Chapter or the failure to comply with any of the provisions of this Chapter.
2. Section 35-17(b) – In addition to any other remedies available under federal, state, or local law, if any amount required to be paid to the County under this Chapter is not paid when due, the Treasurer-Tax Collector may, within three (3) years after the amount is due record a certificate of lien specifying the amount of taxes, fees, penalties, **and interest** due, and the name and address of the person as it appears on the records of Treasurer-Tax Collector. The lien shall also specify that the Treasurer-Tax Collector has complied with all provisions of this Chapter in the determination of the amount required to be paid. From the time of the filing for record, the amount required to be paid, together with penalties **and interest** thereon, constitutes a lien upon all real property in the County owned by the person, or subsequently acquired by the person before the lien expires. The lien has the force, effect, and priority of a judgment lien and shall continue for ten (10) years from the filing of the certificate unless sooner released or otherwise discharged. A fee may be adopted by the Board of Supervisors and collected by the Treasurer-Tax Collector to pay for the cost of recording and administering the lien.

F. **Amendments to Tax Assessment – Notice Requirements.** The following section is hereby amended:

1. Section 35-26 – The notice of assessment shall be served upon the person ~~either~~ by personal delivery, **electronic mail addressed to the person at the electronic mail address he or she shall register with the Treasurer-Tax Collector for the purpose of receiving notices provided under this Chapter**, or by a deposit of the notice in the United States mail, postage

prepaid thereon, addressed to the person at the address of the location of the business or to such other address as he or she shall register with the Treasurer-Tax Collector for the purpose of receiving notices provided under this Chapter; or, should the person have no address registered with the Treasurer-Tax Collector for such purpose, then to such person's last known address *or electronic mail address*. For the purposes of this Section, a service by mail is complete at the time of deposit in the United States mail. ***For purposes of this Section, a service by electronic mail is complete at the time of transmission of the electronic mail.***

G. Amendments to Tax Assessment – Hearing, Application, and Determination.

The following section is hereby amended:

1. Section 35-27 – Within ten (10) ~~calendar~~ ***business*** days after the date of service the person may apply in writing to the Treasurer- Tax Collector for a hearing on the assessment. If application for a hearing before the County is not made within the time herein prescribed, the tax assessed by the Treasurer- Tax Collector shall become final and conclusive. Within thirty (30) business days of the receipt of any such application for hearing, the Treasurer-Tax Collector shall cause the matter to be set for hearing before him or her not later than thirty-five (35) business days after the receipt of the application, unless a later date is agreed to by the Treasurer-Tax Collector and the person requesting the hearing. Notice of such hearing shall be given by the Treasurer-Tax Collector to the person requesting such hearing not later than five (5) business days prior to such hearing. At such hearing said applicant may appear and offer evidence why the assessment as made by the Treasurer-Tax Collector should not be confirmed and fixed as the tax due. After such hearing the Treasurer-Tax Collector shall determine and reassess the proper tax to be charged and shall give written notice to the person in the manner prescribed in Section 26 for giving notice of assessment. The amount determined to be due shall be payable after thirty (30) calendar days of written notice unless it is appealed to the Board of Supervisors.

H. Amendments to Appeal Procedure. The following section is hereby amended:

1. Section 35-28 – Appeal Procedure ***From Treasurer-Tax Collector Determination -Filing***. Any taxpayer aggrieved by any decision of the Treasurer- Tax Collector with respect to the amount of tax, interest, penalties and fees, if any, due under this Chapter may appeal to the Board of Supervisors by filing a notice of appeal with the Clerk of the Board of Supervisors within ten (10) ~~calendar~~ ***business*** days of the serving or mailing by the Treasurer-Tax Collector of the determination of tax due.

Section 35-29 – Appeal Hearing – Notice. Upon the filing of a notice of appeal, the Clerk shall fix a time and place for hearing such appeal, and the Clerk shall give notice in writing to such taxpayer ~~at the last known place of~~

~~address. The Treasurer Tax Collector shall present the matter to the Board of Supervisors and include evidence submitted by the taxpayer. The Treasurer Tax Collector shall also include proposed findings and a resolution of the appeal. At the hearing, both the Treasurer Tax Collector and the taxpayer 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 finding of the Board of Supervisors shall be final and conclusive and shall be served upon the appellant in the manner prescribed by this chapter for service of notice of hearing. Any amount found to be due shall be immediately due and payable upon the service of the notice in the manner prescribed in Section 26.~~

Section 35-30 – Appeal Hearing – Appointment of Referee. The Board of Supervisors may appoint a referee to take testimony at the hearing provided for in Section 28 of this Chapter, and to report his findings and recommendations to the Board. Neither the Treasurer-Tax Collector nor any officer or employee in the office of the Treasurer-Tax Collector may be appointed referee.

Section 35-31 - Appeal Hearing – Compensation of Referee. If the Board of Supervisors appoints a county officer or county employee to act as referee, he shall serve as such without any additional compensation. All time spent as a referee shall be considered as time spent by such officer or employee in performing the duties of his position.

Section 35-32 –Appeal Hearing – Conduct. At the time set for the hearing, or at the date to which the hearing may be continued by the Board of Supervisors or referee, the Board of Supervisors or referee shall hear the appellant and any other competent witnesses and decide whether the determination of the Treasurer-Tax Collector was correct or not, and if not what tax, fees, interest or penalties, if any, are due to the county from the appellant. The Board or referee may place any witnesses, including the appellant, under oath. The Board of Supervisors or referee may impose reasonable time limits on each party's presentation.

Section 35-33 - Appeal Hearing – Final Determination. The Board of Supervisors shall determine from the evidence or from a report of the referee, what tax, fees, interest or penalties, if any, are due to the county from the appellant. The decision shall be final and conclusive. The Clerk of the Board shall serve a copy of the decision upon the appellant as provided in Section 26. Any amount shall be immediately due and payable upon the service of the said notice.

Section III. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be unconstitutional or 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 become effective 30 days from the date of its passage by a majority vote. A fair and adequate summary of this ordinance was published at least five days prior to its adoption, and an additional summary shall be published once before the expiration of fifteen (15) days after passage, with the names of the Supervisors voting for or against the same, in The Press Democrat, a newspaper of general circulation published in the County of Sonoma, State of California.

In regular session of the Board of Supervisors of the County of Sonoma, introduced on the 7th day of August, 2018, and passed and adopted this 28th day of August, 2018, on regular roll call of the members of said Board by the following vote:

SUPERVISORS:

Gorin: ___ Rabbitt: ___ Zane: ___ Hopkins: ___ Gore: ___

Ayes: _____ Noes: _____ Absent: _____ Abstain: _____

WHEREUPON, the Chair declared the above and foregoing Ordinance duly adopted and

SO ORDERED.

Chair, Board of Supervisors
County of Sonoma

ATTEST:

Sheryl Bratton,
Clerk of the Board of Supervisors



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: August 28, 2018

Vote Requirement: Majority

Department or Agency Name(s): Permit and Resource Management

Staff Name and Phone Number:

Tennis Wick 565-1925

Supervisorial District(s):

County-wide

Title: Planning Consultant Contract Amendment – e360 LLC

Recommended Actions:

Authorize the Director of Permit Sonoma to execute an amendment to an agreement with planning consultant, e360 LLC, increasing the contract amount by \$1,190,000, resulting in a new not-to-exceed amount of \$1,765,000 through December 31, 2019, to provide planning-related services.

Adopt a resolution approving a budget increase for FY 18-19 revenue and expenditure appropriations by \$800,000 to cover anticipated costs in FY 18-19.

Executive Summary:

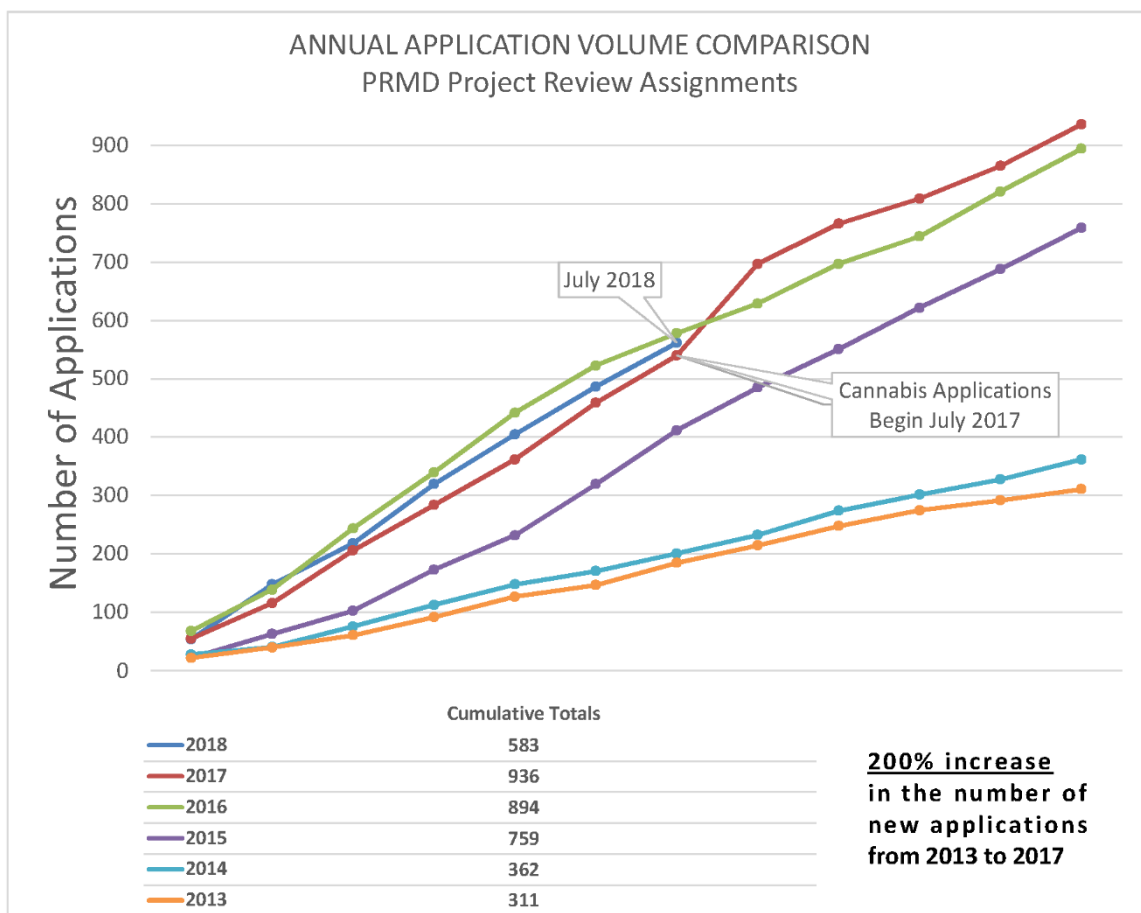
The Project Review Division processes planning applications submitted to Permit Sonoma. The Department is currently in contract with e360 LLC consulting firm to provide supplemental planning services. The current contract has been exhausted. The request before you extends the amount of the contract by \$1.2 million and seeks to increase appropriations for FY 18-19. Contract expenditures are fully covered by project application fees. The Department has determined that additional contract support is required to support both regular planning application workload and cannabis-related workload. To accommodate this workload in addition to processing other planning application types, we rely on two planning consulting firms to assist us in processing applications, including the subject e360 LLC firm and Land Logistics Planning and Development Services.

Discussion:

At the December 13, 2016 Board of Supervisors meeting, the Board approved a two-year contract with e360 LLC, for a not to exceed amount of \$175,000, for a two year term beginning December 13, 2016 and ending December 13, 2018. In anticipation of increased workload related to cannabis, the Board approved an amended contract on January 23, 2018 for an additional \$400,000 with a contract time extension to December 31, 2019. The current \$575,000 contract amount has almost been exhausted due to assigned workload.

Historically, processing of complex planning applications is completed by the most experienced in-house planners, but due to a significant increase in the number of complex and controversial planning applications and the recent loss of 5 planning staff, including the upcoming retirement of the Project Review Manager, additional consultant assistance is necessary to process planning applications, as the Department does not currently have the capacity with the 8 staff remaining, due to varying levels of experience, to manage this increase in complex projects in a timely manner without contractor assistance.

Cannabis use permit applications are proving to be controversial and also require significant staff investment in addressing neighborhood concerns and assuring project consistency with the Zoning Code. Permit Sonoma has received 155 cannabis applications to date. We also received 435 Cannabis penalty relief forms from applicants requesting a time extension to submit a complete application by June 1, 2018. Additionally, the cumulative number of planning applications continues to rise. Project Review has received 562 planning applications as of July 31, 2018, a net increase of 4% over the same time last year. See Annual Application Volume Comparison below for the calendar years of 2013-2018 (200% increase in application volume).



Application Processing Timelines:

Staff has developed processing timelines for consultants processing planning applications. Application processing timelines are measured from the date an applicant submits all information to make the application complete for processing to the first County action on the application as further described below.

Within 30 days of application submittal, staff determines if the application materials are complete for processing the application. If the application is incomplete, staff sends a letter describing what additional information is required.

Once the application is determined complete for processing, consultant processing time is measured from complete application date to the first County action. For example, for applications processed administratively, the processing time measurement ends when an approval letter is issued or when a notice of hearing waiver letter is issued. For applications requiring a public hearing, the processing time is measured from complete application to first public hearing/decision making body action. Decision making bodies include: Board of Supervisors, Planning Commission, Board of Zoning Adjustments, Project Review and Advisory Committee, Design Review Committee, and Landmarks Commission. e360, LLC processing timelines for approved applications (Administrative Design Review and Lot Line Adjustments) is an average of 45 days, consistent with the required 60 day processing timeline contained within the current contract. The amended contract includes the same processing timeline requirements.

Recognizing that there are several factors that may impact timelines (e.g. applicant responsiveness, level of community involvement, PRMD staff availability), project delays that are outside the Consultant’s influence are not be included in the processing time estimates.

Planning management monitors consultant timelines and consults with them on a weekly basis on the status of applications. If the consultant does not meet processing timelines, planning management will first work with the contractor to correct any delays in application processing. If the contractor fails to meet the deadlines after the first reminder, the contract can be terminated per standard contract termination language that states that if the consultant fails to perform within the time and manner provided, the Director may immediately terminate with written notice. Staff will continue to monitor permit processing time with this vendor.

Prior Board Actions:

December 13, 2016: The Board of Supervisors approved the existing contract (#16/17-013)
December 19, 2017: The Board of Supervisors continued approval of the two amended planning consultant contracts pending development of application processing timelines.
January 23, 2018: The Board of Supervisors approved the existing contract time extension to December 19, 2019 and increased the contract by \$400,000 resulting in a new \$575,000 contract amount.

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

Timely and thorough processing of planning applications ensures that the entitlement process meets mandated timelines while providing high quality projects that comply with State environmental requirements. A thorough review of planning applications ensures that all potential project impacts

have been identified and that the suitability of development projects can be accurately assessed with the safety and well-being of the community in mind.

Fiscal Summary

Expenditures	FY 18-19 Adopted	FY 19-20 Projected	FY 20-21 Projected
Budgeted Expenses	0	390,000	0
Additional Appropriation Requested	800,000		
Total Expenditures	800,000	390,000	

Funding Sources

General Fund/WA GF			
State/Federal			
Fees/Other	800,000	390,000	
Use of Fund Balance			
Contingencies			
Total Sources	800,000	390,000	0

Narrative Explanation of Fiscal Impacts:

This request will increase contract the by \$1,190,000 for new contract limit of \$1,765,000. Anticipated expenditure for FY18-19 is \$800,000. Costs for FY 19-20 will be included in the FY 19-20 budget. Contract services are reimbursed by project applicants at no cost to the County. E360 work is currently 68% Cannabis and 32% is non-cannabis.

The Department will be releasing a new Requests for Qualifications (RFQ) seeking to certify a new list of vendors before the expiration of this contract.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

None.

Attachments:

Draft Board of Supervisors Resolution
Attachment A: Second Amendment to Professional Services Agreement

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



County of Sonoma
State of California

Date: August 28, 2018

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Authorizing A Budgetary Adjustment To The 2017-2018 Final Budget For The Permit and
Resource Management Department In The Amount Of \$800,000.**

Whereas, the Board of Supervisors has adopted a Fiscal Year 2018-2019 Final Budget for the County of Sonoma **Permit and Resource Management Department**; and

Whereas, the Government Code allows for adjustments to the Final Budget during the 2018-2019 Fiscal Year;

Now, Therefore, Be It Resolved that the County Auditor-Controller-Treasurer-Tax Collector is hereby authorized and directed to make all necessary operating transfers, accounting entries, and the following budgetary adjustments:

Fund ID	Department	Dept. ID	Acct. ID	Acct. Title	Amount
10005	PRMD	26010121	45301	Charges for Services	800,000
10005	PRMD	26010121	51249	Professional Services	800,000

Supervisors:

Gorin: Rabbitt: Zane: Hopkins: Gore:

Ayes: Noes: Absent: Abstain:

So Ordered.

**SECOND AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT**

This Second Amendment ("Amendment"), dated as of August 28, 2018, is by and between the County of Sonoma, a political subdivision of the State of California ("County"), and e360 LLC, hereinafter referred to as ("Consultant").

RECITALS

WHEREAS, County and Consultant entered into that certain Agreement, dated October 1, 2016, for planning support services with an amount not to exceed \$175,000 for a term of 2 years ending September 30, 2018; and

WHEREAS, County and Consultant amended that certain Agreement, dated January 23, 2018, extending the Term of the Agreement to end December 31, 2019, increasing the amount not to exceed to a total amount of \$575,000, and adjusting the Scope of Work in Exhibit A to include processing timelines; and

WHEREAS, County and Consultant desire to amend the Agreement to increase the amount not to exceed to an amount of \$1,765,000,

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

AGREEMENT

1. Article 2, Payment 1, shall be amended to read as follows:

2. Payment for Consultant's Services. For all services and incidental costs required hereunder, Consultant shall be paid on an hourly rate basis in accordance with the rate schedule set forth in Exhibit B, provided however, that total payments to Consultant shall not exceed \$1,765,000, without the prior written approval of County. Travel expenses and other expenses not listed in Exhibit B are not reimbursable under the Agreement. Consultant shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of the County Department receiving the services. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); and (iii) the hourly rate or rates of the persons performing the task(s). Expenses not expressly authorized by the agreement shall not be reimbursed.

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the effective date.

**CONSULTANT:
e360 LLC**

By: _____

Name: _____

Title: _____

Date: _____

COUNTY OF SONOMA:

**CERTIFICATES OF INSURANCE ON
FILE WITH AND APPROVED AS TO
SUBSTANCE FOR COUNTY:**

By: _____
Director,
Permit & Resource Management Dept.

Date: _____

**APPROVED AS TO FORM FOR
COUNTY:**

By: _____
County Counsel

Date: _____

By: _____
Director,
Permit & Resource Management Dept

Date: _____



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, County of Sonoma

Board Agenda Date: August 28, 2018

Vote Requirement: Majority

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

Staff Name and Phone Number:

Chris Godley / 565-1152

Supervisorial District(s):

All Districts

Title: National Preparedness Month 2018

Recommended Actions:

Adopt a Gold Resolution proclaiming September 2018 as National Preparedness Month for Sonoma County.

Executive Summary:

The President of the United States and the County of Sonoma issue annual proclamations designating September as National Preparedness Month.

National Preparedness Month (NPM) was created by the Federal Emergency Management Agency's (FEMA) *Ready* campaign in response to the tragic events of September 11, 2001, in order to educate the public on how to prepare for emergencies. This [NPM campaign](#) focuses on the theme: **Disasters Happen. Prepare Now. Learn How.** The campaign asks individuals and communities to place an emphasis on preparedness for youth, older adults, people with disabilities, and individuals with access and functional needs to take action to prepare, now and throughout the year, for the types of emergencies that affect us where we live, work, and learn. Make a plan with your community, your family, and for your pets. Plan how to stay safe and communicate during the disasters that can affect all residents of Sonoma County.

The Emergency Management Services Division (EM) of the Fire and Emergency Services Department (FES) has taken several steps to better prepare Sonoma County to respond to a disaster. Most significantly, on September 10, 2018, EM will be conducting a test of the SoCoAlert emergency notification system operated by Sonoma County Emergency Management Services. SoCoAlert is used in emergency situations only. Notifications are specifically centered on taking actions to save lives and/or property. The alerts can be specific to streets, neighborhoods or regions so that residents are sure to receive information regarding threats in that area. SoCoAlert is a free app for Apple and Android devices and will notify the public of critical information, wherever you are. Residents and visitors must sign up to receive SoCoAlert alerts and can choose the contact method: home, cell, work, email, text or all of them. First responders will keep you informed of actions you need to take.

An alert received on September 10 will be a TEST to determine the effectiveness of the methods and systems that will deliver urgent alerts to the public in times of an emergency or disaster. Public safety officials need to be sure in times of an emergency or disaster that they have reliable methods of delivering alerts and warnings to the public.

On September 12, 2018, the Wireless Emergency Alert (WEA) system and Emergency Alert System (EAS) will be conducting a test of the federal emergency alert system. This is a TEST only that will be focused on the geographic areas of Roseland, Healdsburg, Penngrove, Cotati and Sonoma. The test is intended to ensure public safety officials have the methods and systems that will deliver urgent alerts and warnings to the public in times of emergency or disaster.

FES also encourages residents and businesses in the County to participate in the Great ShakeOut Earthquake Drills which are held on October 18, 2018. The public may register and get ideas on how to be prepared for an earthquake at www.shakeout.org/california.

Prior Board Actions:

09/01/2016: Board proclamation for September National Preparedness Month for Sonoma County; Adopt a Gold Resolution commemorating September 11, 2001.

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

Community members are socially supported and the community is educated to be prepared to respond to emergencies and recover more quickly from a disaster.

Fiscal Summary - FY 16-17

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):

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:			
Gold Resolution (A1)			
Related Items “On File” with the Clerk of the Board:			
None.			



County of Sonoma
State of California

Date: August 28, 2018

Item Number: _____

Resolution Number: _____

Santa Rosa, CA 95403

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County of Sonoma, State Of California, Proclaiming September 2018 As National Preparedness Month.

Whereas, National Preparedness Month creates an important opportunity for every resident of Sonoma County to prepare their homes, businesses and communities for any type of emergency, including natural disasters and potential terrorist attacks; and

Whereas, investing in the preparedness of ourselves, our families, businesses and communities can reduce fatalities and economic devastation in our communities and in our nation; and

Whereas, the Federal Emergency Management Agency's *Ready* campaign, Citizen Corps and other federal, state, local, tribal, territorial, private, and volunteer agencies are working to increase public activities in preparing for emergencies and to educate individuals on how to take action; and

Whereas, emergency preparedness is the responsibility of every citizen in Sonoma County and all residents are urged to make preparedness a priority and work together as a team to ensure that individuals, families and communities are prepared for disasters and emergencies of any type; and

Whereas, all residents are urged to register for our alert and warning system, SoCoAlert and Nixle platforms, to receive emergency notifications during disasters on their handheld devices; and

Whereas, often, individuals will be the first ones in our communities to take action after a disaster strikes and before first responders arrive, so it is important to prepare in advance to help ourselves and our community; and

Whereas, residents of Sonoma County are encouraged to participate in citizen preparedness activities and asked to review the *Ready* campaign's websites at Ready.gov or Listo.gov (*en Español*) and become more prepared; and

Now, Therefore, Be It Resolved that Sonoma County hereby proclaims September 2018

Resolution #16-0338

Date: September 13, 2016

Page 2

as National Preparedness Month, and encourages all residents and businesses to develop their own emergency preparedness plan, and work together toward creating a more resilient Sonoma County.

Supervisors:

Gorin: Aye

Rabbitt: Aye

Zane: Aye

Gore: Aye

Carrillo: Aye

Ayes: 5

Noes: 0

Absent: 0

Abstain: 0

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: August 28, 2018

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor Shirlee Zane
(707) 565-2241

Supervisorial District(s):

Third District

Title: Gold Resolution

Recommended Actions:

Adopt a Gold Resolution commending Xavier Polk, Fred Ptucha and David Wahlstrom of Climbers for Peace in Iran for the vision and courage they demonstrated by reaching out to the Iranian people to promote World Peace for all people. (Third District)

Executive Summary:

Adopt a Gold Resolution commending Xavier Polk, Fred Ptucha and David Wahlstrom of Climbers for Peace in Iran for the vision and courage they demonstrated by reaching out to the Iranian people to promote World Peace for all people. (Third District)

Discussion:

Prior Board Actions:

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

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Related Items “On File” with the Clerk of the Board:			



County of Sonoma

State of California

Date: August 28, 2018

Item Number: _____
Resolution Number: _____

Majority

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Commending Xavier Polk, Fred Ptucha And David Wahlstrom Of Climbers For Peace In Iran
For The Vision And Courage You Demonstrated By Reaching Out To The Iranian People To
Promote World Peace For All People. (Third District)**

Whereas Climbers for Peace was founded 21 years ago by citizens from Sonoma County; and

Whereas Climbers for Peace has brought together ordinary citizens from different countries for climbing adventures which demonstrate that people with different languages and cultures can cooperate in a spirit of trust and friendship; and

Whereas Climbers for Peace has had 10 prior expeditions in Europe and America summiting iconic mountains including: Elbrus in Russia, the highest mountain in Europe; Olympus, the Home of the Gods in Greece; Shasta in California, and Denali in Alaska; and

Whereas a group of veterans and other citizens joined with members of the Iranian Mountaineering Federation for a PEACE CLIMB to the summit of Damavand, an 18,605 foot volcano that is sacred to the Persian people; and

Whereas Fred Ptucha at age 75 became the oldest American to ever summit Damavand; and

Whereas pictures of the climbers proudly holding Iranian and American flags on the summit were sent around the world and provided inspiration and hope for peace loving people everywhere; and

Whereas Climbers for Peace hopes to reduce tensions between America and Iran and help avoid another tragic war in the Middle East.

Now, Therefore, Be It Resolved, that the Sonoma County Board of Supervisors does hereby commend Xavier Polk, Fred Ptucha and David Wahlstrom of Climbers for Peace in Iran for the vision and courage you demonstrated by reaching out to the Iranian people at this time of increased governmental tensions between our two countries thereby promoting World Peace for all people.

Resolution #

Date:

Page 2

Supervisors:

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: August 28, 2018

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor Shirlee Zane
(707) 565-2241

Supervisorial District(s):

Third District

Title: Resolution

Recommended Actions:

Adopt a Resolution Endorsing the Diesel Free By '33 Statement of Purpose. (Third District)

Executive Summary:

The Bay Area Air District is asking mayors, city and county government officials, and leaders of industry and business from all over the world to commit to going diesel free by signing the Statement of Purpose to cut diesel use to zero by the end of 2033.

The need for action is urgent. Diesel exhaust causes significant public health effects and accelerates climate change. The impacts will fall most heavily on communities and populations already most significantly impacted by air pollution, environmental hazards, and economic inequality.

Discussion:

Prior Board Actions:

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

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Resolution in support of Endorsing the Diesel Free By '33 Statement Of Purpose.			
Related Items "On File" with the Clerk of the Board:			



County of Sonoma

State of California

Date: August 28, 2018

Item Number: _____
Resolution Number: _____

Majority

Resolution of the Board of Supervisors of the County of Sonoma, State Of California, Endorsing The Diesel Free By '33 Statement Of Purpose

Whereas, climate change, caused by the emission of greenhouse gases including carbon dioxide and black carbon, represents a profound threat to the Bay Area's air quality, public health, environment, water supplies, and economy; and

Whereas, diesel engines emit significant amounts of black carbon, a short-lived climate pollutant that is contributing significantly to global climate change; and

Whereas, the Intergovernmental Panel on Climate Change (IPCC) Fifth Assessment Report estimates that black carbon is the third most important individual contributor to warming after carbon dioxide and methane (IPCC 2013); and

Whereas, the California Air Resources Board concludes that *"Diesel exhaust includes over 40 substances that are listed by the United States Environmental Protection Agency as hazardous air pollutants and by the CARB as toxic air contaminants. Fifteen of these substances are listed by the World Health Organization as carcinogenic to humans, or as a probable or possible human carcinogen"* [California Air Resources Board Scientific Review Panel on: California Air Resources Board's report titled "Proposed Identification of Diesel Exhaust as a Toxic Air Contaminant." 1998]; and

Whereas, the California Environmental Protection Agency's Office of Environmental Health Hazard Assessment has determined that exposure to diesel exhaust can have significant health effects, including damage to lung tissue and increased risk of cancer; and

Whereas, the California Air Resources Board estimates that on-road and off-road mobile sources powered by diesel engines comprise 54% of the state of California's total black carbon emissions; and

Whereas, the negative public health and environmental effects from climate change will fall most heavily on the communities and populations that are already most heavily impacted by air pollution, other environmental hazards, and economic inequality; and

Whereas, many alternatives to diesel-fueled vehicles and equipment are already commercially available, with purchase costs comparable to traditional diesel technologies; and

Whereas, The County of Sonoma has established its role as a leader in the fight against global climate change; and

Resolution #

Date:

Page 2

Whereas, the Bay Area Air Quality Management District has established a challenge to engage with public agencies to reduce diesel emissions in local communities throughout California and beyond, reflected in the *Diesel Free By '33 Statement of Purpose*.

Now, Therefore, Be It Resolved that the Sonoma County Board of Supervisors does hereby endorse the Diesel Free By '33 Statement of Purpose, reflecting a goal of eliminating diesel pollution by December 31, 2033.

Supervisors:

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: August 28, 2018

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor Shirlee Zane
(707) 565-2241

Supervisorial District(s):

Third District

Title: Resolution

Recommended Actions:

Adopt a Resolution Supporting Medicare, Medicaid, and Social Security. (Third District)

Executive Summary:

The Medicare, Medicaid, and Social Security programs were significantly reduced in the FY 2018 budget. In addition, on June 19, 2018 the House Republicans released their budget for FY 2019, which included increased cuts to Medicare, Medicaid, the Affordable Care Act, and Social Security totaling \$8.1 trillion over the next 10 years. Safety net programs would be reduced by \$5.4 trillion, including \$1 trillion from Medicaid and \$537 billion from Medicare over the next 10 years. \$5 billion would come from healthcare programs with an additional cut of \$4 billion from Social Security.

Social Security, Medicare, and Medicaid provide income and health security for older Americans, younger Americans with permanent and severe disabilities, and American families whose circumstances preclude them from purchasing health insurance in the private market. County support is requested for the ongoing support of Medicare, Medicaid, and Social Security and support of the financial stability of the programs.

Discussion:

Prior Board Actions:

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

Program support contributes to the income and health security of vulnerable community members.

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Gold resolution in support of Medicare, Medicaid, and Social Security.			
Related Items “On File” with the Clerk of the Board:			



County of Sonoma

State of California

Date: August 28, 2018

Item Number: _____
Resolution Number: _____

Majority

**Resolution of the Board of Supervisors of the County of Sonoma, State Of California,
Celebrating The 83rd Anniversary Of Social Security and the 53rd Anniversary of
Medicare and Medicaid**

WHEREAS, Social Security is a promise made to all generations, representing the best of American values: reward for hard work, honoring our parents and caring for our children, grandchildren, and those who follow; and

WHEREAS, Social Security is America's most significant life, disability, and retirement insurance, and is a vital asset for workers, women, and families of color who are most vulnerable to economic hardship and instability; and

WHEREAS, Social Security helps preserve economic well-being by making benefits available to all eligible workers through payroll contributions without means testing; and

WHEREAS, Social Security helps younger workers and families to build and protect their own future economic base by providing financial responsibility to care for the aging, the disabled, and surviving orphaned relatives; and

WHEREAS, Social Security and Medicare are the bedrock of income and health security for Californians with severe work disabilities, providing monthly cash benefits and health insurance to 5.5 million residents, including almost 4 million retired workers and over 700,000 disabled workers; and

WHEREAS, Social Security prevents more than 1.9 million Californians from abject poverty and is essential with the surge of gray bankruptcies; and

WHEREAS, Social Security benefits annually contribute over \$85 billion in direct benefits to the California recipients and \$1.57 Billion in Sonoma County directly to 98,335 county recipients (SSA OASDI Beneficiaries, State & County, 2016), particularly due to a positive multiplier increasing aggregate economic activity; and

Resolution #
Date:
Page 2

WHEREAS, Social Security provides benefits to over 9 million veterans nationwide, and 29,122 Veterans in Sonoma County (2017); and

WHEREAS, women 65 and older are more reliant on Social Security for their income than men. Non-married beneficiaries (far more women than men) derive the highest proportion of their income from Social Security than married couples. Men are more likely to have private pensions, higher lifetime earnings, and savings than women; and

WHEREAS, Medicare has provided health care in retirement since 1965 and in disability since 1972, and covers over 5.6 million Californians, providing over \$50 billion in benefits to California's older and disabled beneficiaries (2009; 22% of CA health spending); and

WHEREAS, Medicaid provides health coverage to over 12 million Californians whose economic circumstances preclude them from purchasing private health care insurance, yet who need and deserve medical treatment and Medicaid is the biggest source of long term care funding; and

WHEREAS, current Congressional and Administration proposals to privatize and cut Medicare through "vouchers" and raising the age of Medicare eligibility will produce higher out of pocket costs for seniors and the disabled, raise the percent uninsured and financially bankrupt, reduce the universal benefits coverage for all Medicare beneficiaries, and limit our ability to constrain overall U.S. health care expenditures (now at 17.8 % of GDP).

NOW, THEREFORE, BE IT RESOLVED that the Sonoma County Board of Supervisors of Sonoma County hereby proclaim strong support of Social Security, Medicare and Medicaid and opposes cuts and the privatization of these vital programs.

Supervisors:

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: August 28, 2018

Vote Requirement: Majority

Department or Agency Name(s): Human Resources

Staff Name and Phone Number:

Sylvia Lemus, 565-1702

Supervisorial District(s):

All.

Title: 2018 Day of Caring

Recommended Actions:

Adopt resolution recognizing the County employee participation in the annual Day of Caring event on Wednesday, September 19, 2018, in partnership with the City of Santa Rosa.

Executive Summary:

Sonoma County employees look forward to the annual Day of Caring event on Wednesday, September 19, 2018. Day of Caring is an annual day of service where employees work on a variety of projects throughout the county supporting the community and its residents. County of Sonoma employees have participated in the Day of Caring event for the last 19 years and will again partner with the City of Santa Rosa in this day of service.

Discussion:

The annual Day of Caring event has been celebrated by the County of Sonoma for the last 19 years, and the County will continue the tradition, in partnership with the City of Santa Rosa. Employees of both localities will join together in this opportunity to give back to the community and its residents by completing projects that support and benefit our most vulnerable community members and the organizations that support them. Employees spend the day painting, landscaping, cleaning, organizing, trail clearing, and more at local nonprofits, client homes, and community spaces. Human Resources has worked with a committee comprised of County and City of Santa Rosa employees to plan this year's event since April 2018.

Together with City of Santa Rosa, we have a total of 350 employees participating this year. The employees indicated their project interest and received supervisor approval to participate in this event. The projects are aligned with the goals of both the Sonoma County Board of Supervisors and the Santa Rosa City Council, and will primarily support recovery and resiliency efforts, homeless and affordable housing initiatives, and local nonprofits. Human Resources reached out to departments, organizations

and program partners that support these efforts to identify and present related projects. Thirty-five (35) projects were accepted this year, and they include the following:

- Painting at local homeless centers, shelters, and low-income housing units
- Yard work at local disabled and elderly client homes
- Organizing donations at local thrift shops and food banks
- Beautification at the Roseland Community Center and Moorland Ave
- Gardening at the Valley of the Moon Children’s Home, LandPaths’ Bayer Farm, Community Soil Foundation, and Catholic Charities’ The Palms and Homeless Support Center
- Trail and vegetation removal at local parks and preserves including Pepperwood Preserve and Landpaths’ Riddell Preserve
- Fire restoration projects including Mark West Community Preschool
- Supporting animal sanctuaries including Forget-Me-Not Farms and Goatlandia

The employees were matched up to projects in their area of interest and a number of employees have volunteered to be team leaders, taking on the responsibility for their assigned project and their team members. Employees are enthusiastic about taking on projects to help others.

The 2018 Day of Caring event, will start with a kick-off rally at 8:00 a.m. at the County Administration Building. The rally will feature a short presentation by County of Sonoma and City of Santa Rosa officials and the presentation of the Gold Resolution. It will also include information about the upcoming Combined Fund Drive. Participating employees will enjoy a light breakfast, meet their teams, pick-up their t-shirts and equipment, and then head to their assigned project site for a day of community service and fun with other employees.

Human Resources requests the adoption of the resolution recognizing and supporting the efforts of County employees as they participate, in partnership with the City of Santa Rosa, in the 2018 Day of Caring, working on projects that support the most vulnerable residents in our community.

Prior Board Actions:

The Board of Supervisors has authorized and supported the County’s participation in the Day of Caring each year since 1999.

Strategic Plan Alignment Goal 4: Civic Services and Engagement

The Day of Caring event promotes civic engagement through the combined efforts of the employee volunteers, and county and local agencies, with each project benefiting the most vulnerable and/or community in general. It also encourages employees to participate in environmental stewardship opportunities and gives them the opportunity to contribute towards a caring community.

Fiscal Summary			
Expenditures	FY 18-19 Adopted	FY 19-20 Projected	FY 20-21 Projected
Budgeted Expenses	4,500	4,500	4,500
Additional Appropriation Requested			
Total Expenditures	4,500	4,500	4,500
Funding Sources			
General Fund/WA GF	4,500	4,500	4,500
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	4,500	4,500	4,500
Narrative Explanation of Fiscal Impacts:			
The funds for the event are incorporated into the budget each fiscal year. Funds are used to help with expenses including tools, supplies, equipment, signage, t-shirts, food, materials and supplies. In addition to the budgeted amount, the County receives a \$2,000 contribution from the City of Santa Rosa for Day of Caring.			
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:			
One resolution to recognize 2018 Day of Caring.			
Related Items "On File" with the Clerk of the Board:			



County of Sonoma
State of California

Date: August 28, 2018

Item Number: _____
Resolution Number: _____

Majority

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Recognizing County Employee Participation In The Annual Day Of Caring On Wednesday,
September 19, 2018.**

Whereas, the Board of Supervisors recognizes County employees for their community service to the citizens of Sonoma County through the annual Day of Caring event; and

Whereas, the County of Sonoma has partnered with other organizations for the last 19 years to organize employees for a day of service by assisting clients, and public and non-profit agencies with painting, gardening, landscaping, cleaning, trail work, and organizing, thereby offering a productive and beneficial way for employees to engage with and contribute to the citizens of Sonoma County and complete community service projects; and

Whereas, the Day of Caring event will focus on projects aligned with the County's goals of supporting homeless and affordable housing initiatives, and this year will include fire recovery projects; and

Whereas, the efforts and enthusiasm of County employees to help and support others is evident by their participation in this event; furthermore, some County employees have volunteered to be Team Leaders organizing and overseeing projects that are assigned throughout the County; and

Now, Therefore, Be It Resolved that the Board of Supervisors recognizes and supports the Day of Caring activities and County employee participation in community service projects that benefit the community's most vulnerable residents.

Supervisors:

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

Resolution #

Date:

Page 2

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 of the County of Sonoma

Board Agenda Date: August 28, 2018

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 extension between the County of Sonoma and the Deputy Sheriff's Association

Recommended Actions:

Adopt a Resolution approving an extension to the Memorandum of Understanding (MOU) between the County of Sonoma the Deputy Sheriff's Association (DSA) for the period of August 28, 2018 through March 31, 2019.

Executive Summary:

Representatives of the County and the Deputy Sheriff's Association (DSA) met and conferred and reached a tentative agreement (Attachment A) regarding the terms and conditions of employment for an extension of the MOU. All changes from the 2015-2018 MOU become effective August 28, 2018, unless otherwise specified in the tentative agreement.

Discussion:

Given the fiscal uncertainty caused by the October 9, 2017 Sonoma Complex fires, the County met and conferred with DSA for a proposed extension of the MOU. The County and DSA have tentatively agreed on terms and conditions, salary and benefits for an extension of the MOU. A brief summary of the tentative agreement (TA) is below.

Term of MOU:

August 28, 2018 through March 31, 2019.

One Time Lump Sum Pensionable Payment:

Effective the pay period beginning August 28, 2018, and contingent on Union ratification of the successor MOU and approval by the Sonoma County Board of Supervisors on or before August 28, 2018, each regular, full time, employee in paid status as of September 10, 2018, shall receive a one-time, non-recurring, pensionable lump sum payment in the amount of \$3,666 on September 19, 2018.

Health & Welfare Benefits for Active Employees:

The County will contribute up to a maximum of the following amounts based on level of coverage for employees enrolled in County offered medical coverage for any eligible full-time regular employee and their dependent(s) as follows:

- Employee Only: \$629 per month
- Employee +1: \$1,257 per month
- Family: \$1,779 per month

Effective the pay date of September 5, 2018 and continuing beyond the term of the MOU extension, the employee contribution to dental premiums will be suspended, resuming July 1, 2020.

Medical Benefits for Future Retirees

Effective August 28, 2018, Article 19 (Medical Benefits for Future Retirees) is modified to remove any and all references to contributions for active unrepresented Administrative Management employees in the County Salary Resolution No. 95-0926. Future retirees will no longer be required to enroll in a County offered medical plan to receive a County contribution toward retiree medical benefits. The County will contribute a flat \$500.00 per month into the DSA Retiree Medical Trust ("DSA RMT") on behalf of eligible bargaining unit members hired before January 1, 2009, and who retire following the effective date of the MOU extension. For bargaining unit members hired on or after January 1, 2009, the County will contribute the same amounts to the DSA RMT as are currently specified in Article 19.3 (County Contribution toward Retiree Medical Plans – Employees Hired On or After January 1, 2009 – Effective January 1, 2009) of the MOU. The County's contributions to medical benefits for future retirees will be deposited directly into the DSA RMT established by Article 19.6 of the MOU. The County will facilitate the transfer of existing Health Reimbursement Account ("HRA") balances for current employees to the DSA RMT, as allowed by law. To offset the County's cost change associated with the benefit change discussed above, DSA agrees to the County discontinuing the Medicare Part B Reimbursement of \$96.40 per month from the County to bargaining unit members hired before January 1, 2009 and who retire after the effective date of the MOU extension.

Vacation Accrual and Compensatory Time Off:

Effective upon final adoption of the extension, the maximum vacation accrual for the non-supervisory unit will revert to 300 hours from 310 hours. The maximum compensatory time off ("CTO") accrual is increased from 80 to 160 hours.

Holidays:

Each bargaining unit member will be granted eight (8) floating holiday hours each calendar year. The floating holiday hours may be taken, with prior approval, at any time during the calendar year but may not be carried over into the next calendar year. There will be no cash out of unused floating holiday hours.

Employees will receive an eight (8) hour Cesar Chavez holiday on March 31st of each year, to honor and celebrate his important work on civil rights for laborers, particularly in the Latino community.

Paid Parental Leave:

Effective October 1, 2018, for eligible events that occur on or after Board adoption of the MOU, any permanent or probationary employee who has been continuously employed by the County for at least 12 months prior to the start of the leave shall be eligible for 320 hours of Paid Parental Leave within 12 months of the birth of a child or placement of a child with the employee for adoption or foster care. Part-time employees shall be eligible for this benefit based on pro-rated hours.

Favored Nation Clause:

If, during the term of the MOU extension another bargaining unit other than 0049 (Board of Supervisors), 0050 (Administrative Management), and 0052 (Department Heads) receives an increase or improvement in compensation or other economic benefits that is greater than agreed to by DSA, the County agrees to open the MOU and meet and confer with DSA on the subject of compensation.

Government Code Compliance Requirements:

Various provisions of the California Government Code require certain disclosures before the Board can adopt changes in salaries or benefits, with additional disclosure required for changes in pension and other post-employment benefits. Any changes in salaries and benefits must be adopted at a public meeting of the Board (Cal Gov't Code §23026). Notice of the consideration of such increases must be provided prior to the meeting and shall include "an explanation of the financial impact that the proposed benefit change or salary increase will have on the funding status of the county employees' retirement system." (Cal Gov't Code §31515.5). On August 14, 2018, the Board received reports in open session to satisfy this requirement.

Based on the letter received by Segal Consulting, the proposed one-time, pensionable, lump-sum payment and the costs of the Paid Parental Leave program are within the future years' 3.5% annual wage increase assumptions applied in the December 31, 2016 actuarial valuation; and therefore, Segal's analysis, included as Attachment B, states that the proposed changes will not materially impact the ongoing cost of the plan and funding status of SCERA.

In addition, when considering changes in retirement benefits or other postemployment benefits, the Board "shall secure the services of an actuary to provide a statement of the actuarial impact upon future annual costs, including normal cost and any additional accrued liability, before authorizing changes in public retirement plan benefits or other postemployment benefits." (Cal Gov't Code §7507). When there are changes in retirement benefits or other postemployment benefits, the statement of actuarial impacts shall be provided by an enrolled actuary and shall be made public at a meeting at least two weeks before the adoption of the increase in benefits. (Cal Gov't Code §31516). On August 14, 2018, the Board received the actuarial analysis in open session to satisfy these requirements.

The Tentative Agreement proposes to change the Other Post-Employment Benefits provided to current employees who were hired prior to January 1, 2009, and who retire on or after your Board approves the Tentative Agreement and changes to the MOUs with DSA (and Deputy Sheriff Law Enforcement Management (DSLEM)). The County engaged Segal Consulting to complete the valuation as required by law (Attachment C). The valuation provides an actuarial analysis of the impact to the County's OPEB liability for retiree medical costs resulting from potential MOUs with both the DSA and DSLEM. The

valuation was based on the data and assumptions applied in the June 30, 2017 actuarial valuation, the latest valuation completed for the County. The actuary's valuation estimates the impact of the tentative agreement and potential extensions to the DSA MOUs to the County's Total Other Post-Employment Benefits liability for these bargaining groups, will result in a decrease of \$68,762 in liability, and the overall amount changes from \$15,670,436 to \$15,601,674.

On August 14, 2018, the Board received and reviewed the Tentative Agreement for a potential extension of the MOU between the County and DSA for the period of August 28, 2018, through March 31, 2018, pursuant to the aforementioned Government Code requirements.

Prior Board Actions:

August 14, 2018, the Board Received and Reviewed the Tentative Agreement for a potential extension of the MOU between the County and DSA for the period of August 28, 2018, through March 31, 2018, pursuant to California Government Code sections 7507, 31515.4 and 23026.

March 15, 2016, Board adopted the DSA MOU, Resolution #16-0094.

Strategic Plan Alignment Goal 3: Invest in the Future

The extension of the MOU reflects joint efforts of the County and DSA to provide fiscally responsible salary and benefit enhancements.

Fiscal Summary			
Expenditures	FY 18-19 Adopted	FY 19-20 Projected	FY 20-21 Projected
Budgeted Expenses	\$38,425	\$413,358	\$336,857
Additional Appropriation Requested	\$1,353,251		
Total Expenditures	\$1,391,676	\$413,706	\$336,857
Funding Sources			
General Fund/WA GF	\$1,391,676	\$413,706	\$336,857
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	\$1,391,676	\$413,706	\$336,857
Narrative Explanation of Fiscal Impacts:			
<p>The MOU extension represents a total estimated operational cost increase, above the adopted budget, of \$1.35 million in fiscal year 18/19, which includes an estimated on-going operational cost of \$291 thousand associated with the augmented medical premium contribution and the new parental leave benefit program. Most of the total 18/19 projected increased costs are within the General Fund.</p>			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
None			
Attachments:			
Resolution Attachment A: Tentative Agreement between the County of Sonoma and DSA Attachment B: Segal Actuarial Valuation – GC 7507 Attachment C: Segal Actuarial Valuation – GC 31515.5 and GC 23026			
Related Items “On File” with the Clerk of the Board:			
None			



County of Sonoma

State of California

Date: August 28, 2018

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Extending The Memorandum Of Understanding Between The County Of Sonoma And The
Deputy Sheriff's Association, For The Period of August 28, 2018 Through March 31, 2019.**

Whereas, the Deputy Sheriff's Association ("DSA") is a recognized employee organization representing bargaining units 46 and 47; and

Whereas, the County of Sonoma ("County") met and conferred with representatives of DSA to negotiate a seven-month extension to the Memorandum of Understanding ("MOU"); and

Whereas, the DSA membership ratified the terms of the tentative agreement ("TA") to be recommended to the Board of Supervisors for approval; and

Whereas, the terms and conditions of the TA are within the prescribed authority of this Board; and

Whereas, the County has satisfied its obligation under California Government Code Sections 3505 and the County Employee Relations Policy to meet and confer over the terms and conditions of employment contained in the recommended MOU extension; and

Whereas, the Board has met all legal requirements under California Government Code Sections 23026, 31515.5, 7507, and 31516; and

Whereas, the proposed changes to the DSA MOU do not include changes in retirement benefits or other postemployment benefits that will materially impact the ongoing cost of the plan and funding status of the Sonoma County Employee's Retirement Association ("SCERA"); and

Whereas, the proposed changes to the DSA MOU will result in an actuarially estimated decrease to the County's Total Other Post-Employment Benefits liability; and

Whereas, written confirmation of the Board's compliance with California Government

Resolution #

Date:

Page 2

Code 31515.5, 23026, and 7507 from the Segal Company is included in Attachments B and Attachment C, and incorporated by reference herein.

Now, Therefore, Be It Resolved that this Board hereby approves this Tentative Agreement (Attachment A) setting the terms and conditions of the MOU extension between the County and the DSA, which is attached 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 August 28, 2018 through March 31, 2019, except as specified otherwise in the MOU.

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

Supervisors:

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COUNTY OF SONOMA
AND
THE SONOMA COUNTY

DEPUTY SHERIFFS' ASSOCIATION
(DSA)

~~December 10~~ August 7²⁸, 2015-2018 – March 31, ~~2018~~ 2019

LAW ENFORCEMENT NON-SUPERVISORY, UNIT 46
LAW ENFORCEMENT SUPERVISORY, UNIT 47

PREAMBLE

*AS
7/24/18*

*7/24/18
[Signature]*

This agreement between the duly appointed representatives of Sonoma County, hereinafter referred to as "County", and the Sonoma County Deputy Sheriffs' Association, 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 of Understanding.

The parties jointly agree to recommend to the County Board of Supervisors the adoption of this Memorandum effective ~~upon adoption on December 10, 2013~~ August 7²⁸, 2018, unless otherwise specified. This Memorandum shall apply only to those classifications listed within each bargaining unit under Article 2 - Recognition.

ARTICLE 1: TERM

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 ~~on December 10, 2015,~~ August 28⁷, 2018, unless otherwise specified. This Memorandum shall expire and otherwise fully terminate at 11:59 P.M. on March 31, ~~2018~~2019.

1.2 Notice for Successor Memorandum

In the event either party desires to negotiate a successor Memorandum of Understanding, that party shall serve on the other party by October 1, ~~2017~~2018, its written request to commence negotiations.

ARTICLE 7: SALARIES AND ADMINISTRATION OF THE SALARY SCHEDULE

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 March 1, 2016, the County shall increase by three percent (3%) the A Step of each Civil Service job class range/scale in the Salary Table specified in Appendix A and attached to this Agreement.
- c. Effective with the pay period that begins on March 14, 2017, the County shall increase by three percent (3.0%) the A 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~~

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~~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 2015 - 2018 MOU for historical information only, does not reflect a current agreement, and does not require any future action.~~

d. Comparison Agencies

Unless mutually agreed to, all classifications within bargaining units 0046 and 0047 shall utilize the following for comparable agency purposes:

Alameda County, Contra Costa County, Marin County, Napa County, Sacramento County, San Mateo County, San Luis Obispo County, Santa Clara County, Santa Cruz County, Solano County, and the City of Santa Rosa shall all be included as comparable agencies.

~~The benchmark market average will henceforth be determined by calculating the total compensation of each benchmark classification within each agency within the composite list of eleven agencies then removing the two agencies showing the highest and lowest total compensation per benchmark classification.~~

For purposes of understanding market data in applicable classification studies, top-step salary of comparable job classifications within the composite list of eleven agencies will be determined, then the two agencies showing the highest and lowest top-step salary will be removed from the calculation. At least four match classes must exist in the calculation in order to conclude there is sufficient market data.

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

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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 fulltime or parttime 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 parttime or fulltime 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 parttime 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 but not less than five (5) percent of the employee's salary step rate before promotion, but not less

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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 receives a promotion from line staff to a supervisory position or class shall receive the salary step of the appropriate scale that would constitute an increase of salary most closely equivalent to but not less than ten (10) percent of the employee's salary step before promotion but not less than the minimum salary step of the new class or greater than the maximum salary step 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.

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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 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.

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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

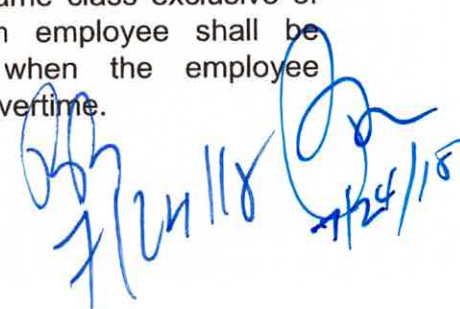
Merit increases within a range/scale shall not be automatic. They shall be based upon merit and shall require a written performance evaluation with a minimum satisfactory overall rating. An employee with a less than satisfactory overall rating on the employee's most recent performance evaluation shall 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 fulltime and parttime 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.

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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).

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 serve continuously in such assignment for more than 12 consecutive days of work, shall be paid 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.

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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.

7.26 One-Time, Lump Sum, Non-Recurring and Pensionable Payment

Effective the pay period beginning August 14~~28~~, 2018, contingent on Union ratification of the successor MOU and approval by the Sonoma County Board of Supervisors on or before August 7~~28~~, 2018, each regular, full time, active employee in paid status as of the last day of the pay period August 27~~September 10~~, 2018 shall receive a one-time, non-recurring, pensionable payment in the amount of \$3,666.00 dollars.

The above amount shall be prorated for eligible part time employees based on their allocated full-time equivalent (FTE) as of the last day of the pay period.

The one-time payments shall be subject to all applicable federal, state, and local tax withholdings. The payments will not be included in wages for computation of overtime, benefits, or for any other purpose.

In addition, the lump sum payment will be paid to bargaining unit members who have submitted a retirement application to SCERA and who retire on or after August 29, 2018 and on or before September 10, 2018.

ARTICLE 14: HOURS AND OVERTIME

14.1 Application

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 indicate a commitment by the County to the normal maximum hours each employee is to be regularly scheduled, as long as there is sufficient work.

14.2 Types of Employment

FULL-TIME:

An allocated position which is regularly scheduled for 80 hours of work in a bi-weekly pay period or other regular full-time schedule permitted under the 7k exemption of the Federal Fair Labor Standards Act (FLSA).

PART-TIME:



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An allocated position which is regularly scheduled for less than 80 hours of work in a bi-weekly pay period.

EXTRA-HELP:

A non-allocated assignment of duties which is defined in the Civil Service Rules.

14.3 Work Schedules

The County reserves the right to establish and modify work schedules consistent with this Memorandum. However, the County recognizes its obligation to meet and confer on the impact of its decision to modify work schedules prior to the implementation of any proposed change.

14.4 Flex-Time Schedule

The County reserves the right to utilize a flex-time schedule, to be mutually agreed upon by the department and the employee. Employees assigned to a flex-time schedule will be eligible for overtime only when the hours worked exceed 80 in a pay period or as otherwise required by law. 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.

14.5 Posting of Work Schedules

For the convenience of employees, work schedules will be posted in advance.

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

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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 will be allowed to shift bid. However, the Field Services Captain may identify 50% of

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the staffing at Court Security 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 – Patrol Bureau 3-11/4-11 Work Schedule (28-Day Work Period)

Statutory overtime for the sworn, non-exempt employee assigned to a 311/411 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.

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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 311/4-11 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.

14.9 Assignment of Overtime

A department head may require and authorize an employee to work overtime if such overtime is essential to the continuing efficient operation of the department in which the employee works. No employee shall work overtime unless authorized by the employee's designated supervisor.

14.10 Overtime Earned

Overtime shall be earned at the rate of one and one half (1-1/2) hours for each one (1) hour of overtime worked.

14.11 Overtime Compensation

- a. Exempt employees shall be compensated for accrued overtime either in cash at the employee's base hourly rate or as compensatory time off. Non-exempt employees shall first be compensated for statutory overtime in cash at the employee's regular rate of pay. Additional overtime earned by the non-exempt employee shall be compensated either in cash at the employee's base hourly rate or as compensatory

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time off. The employee assigned to overtime shall make a choice whether to be compensated in cash or in compensatory time until a maximum of ~~eighty-one hundred and sixty (80160)~~ eighty (80) hours of compensatory time have been accrued. ~~When eighty-one hundred and sixty (80160) hours of compensatory time are accumulated, the department will compensate the employee in cash for any additional overtime worked. Effective March 1, 2016, for the term of the 2015—2018 MOU, the compensatory time maximum will be increased to one hundred and twenty (120) hours. Effective March 31, 2018, the compensatory time hours will return to eighty (80) hours. Employees with accumulated compensatory time hours greater than 80 on March 31, 2018, will not accrue additional hours until their accumulated hours drop below 80.~~

- b. Notwithstanding the language in 14.11.a. above, the department head may require overtime worked to relieve compensatory time off to be paid in cash.

14.12 Approval for Compensatory Time Off

No employee shall take compensatory time off without prior approval of the employee's department head. The department head shall attempt to schedule such time off at the time agreeable to the employee.

14.13 Requests for Compensatory Time Payments

Each employee may request payment for any or all of the employee's current balance of compensatory time off with the employee's normal pay for any pay period.

14.14 Compensatory Time Payment at Separation

Each employee who is separated from County service shall be entitled to payment for accrued compensatory time at the employee's base hourly rate at the time of the employee's separation.

14.15 Half-Time Pay Provision

If overtime compensation causes an employee's total regular hours in a pay period to be less than the employee's ongoing schedule then the overtime hours shall be compensated at straight time and the employee shall receive half-time compensation at the base hourly rate in cash or in compensatory time off, in accordance with 14.11.

14.16 Overtime Not Cumulative

Overtime eligibility provisions are not cumulative. An employee shall not be entitled to multiple overtime compensation even though more than one overtime condition in this Memorandum may apply.

14.17 Non-Applicability of FLSA

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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 18 - HEALTH & WELFARE BENEFITS FOR ACTIVE EMPLOYEES

18.1 Active Employee Health Plans

An eligible employee 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 18.2.6 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.

18.2 Enrollment In County Offered Health (Medical, Dental, Vision, Life Insurance) Plans

Election to enroll in a County offered health plan will take place within the first 31 days following date of appointment to a permanently allocated position of .40 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.

Health plan coverage will be paid on bi-monthly basis (24 payments per year).

18.2.1 County Offered Medical Plan(s)

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The County will offer at least one HMO plan and one plan permitting out-of-network provider coverage. No changes to existing medical plans will be made without completion of meet and confer with the bargaining units. The benefit provisions, co-payments and deductibles of each plan are outlined in the Summary Plan Description or Evidence of Coverage.

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.

18.2.2 County Contributions Toward Active Employee Medical Benefits.

- a. ~~Effective the pay period beginning May 10, 2016~~August 14, 2018 for coverage beginning June 1, 2016, for the pay date of September 5, 2018 the County shall contribute up to a maximum of the following amounts based on level of coverage for employees enrolled in County-offered medical coverage for any eligible full-time regular employee and their eligible dependent(s). ~~The amounts listed below shall include the conversion of the current County HRA contributions for active employees in Section 18.9 to medical contributions.~~

Employee only ~~\$557~~ \$ 629 per month, (~~\$278.50~~ \$314.50 bi-monthly)

Employee plus one ~~\$1,113~~ \$ 1,257 per month, (~~\$556.50~~ \$628.50 bi-monthly)

Family ~~\$1,575~~ \$1,779 per month, (~~\$787.50~~ \$889.50 bi-monthly)

This is the full and total contribution amount the County will contribute toward medical benefits for active regular employees and their dependent(s).

- b. ~~Effective the pay period beginning May 23, 2017 for coverage beginning June 1, 2017, the County shall contribute up to a maximum of the following amounts based on level of coverage for employees enrolled in County-offered medical coverage for any eligible full-time regular employee and their eligible dependent(s).~~

Employee only ~~\$580~~ per month, ~~\$290~~ bi-monthly



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~~Employee plus one \$1,158 per month, \$579 bi-monthly~~

~~Family \$1,638 per month, \$819 bi-monthly~~

~~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 18.2.6.

18.2.3 Dental Benefits

The County offers dental and orthodontic benefits to full and part-time regular employees and their eligible dependent(s). Benefit provisions, co-payments and deductibles are outlined in the Summary Plan Description or Evidence of Coverage. The employee contribution shall be \$14.13 bi-monthly (\$28.26 per month).

Effective August 7 the pay date of September 5, 2018 and continuing beyond the term of this MOU extension, the employee contribution shall be suspended, resuming June July 1, 2020. The suspension of the employee contribution is contingent on Union ratification of the successor MOU and approval by the Sonoma County Board of Supervisors on or before August 7 28, 2018.

The County shall contribute to part-time eligible employees on a pro-rated basis, in accordance with Article 18.2.6.

18.2.4 Vision Benefits

The County 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.

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 18.2.6.

Benefit provisions, co-payments and deductibles are outlined in the Summary Plan Description or Evidence of Coverage.

18.2.5 Life Insurance

The County provides , 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

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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. 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. 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.

18.2.6 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 provides an enhanced Employee Assistance Program (EAP) for law enforcement employees.

18.4 Long-Term Disability (LTD)

The Association has elected to purchase Long Term Disability benefits 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 through payroll deduction on the first payroll of each month. An amount equivalent to the premium will be paid to the employee.

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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.

The Association will provide to the Human Resources Department a copy of any changes to the LTD policy as the changes occur.

18.4.1 Claims Disputes Over LTD

Employees shall utilize the appeal procedures in the PORAC plan for any dispute regarding 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

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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 paying COBRA premiums by the due date. 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 entitlement under COBRA law begins when the employee is no longer eligible for a county contribution toward medical benefits. When the employee returns to at least fifty percent (50%) 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. 18.6.1 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.

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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 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, 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 18.2.6. 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 provides 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.

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

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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.

Health Flexible Spending Account

The County provides a Health Flexible Spending Account (FSA) to enable eligible employees to set aside pre-tax dollars for reimbursement of employee's qualified medical expenses not reimbursed by the employee's health insurance plan and will be provided to the maximum amount stipulated in the Plan and consistent with the law.

Dependent Care Assistance Program

The County provides a Dependent Care Assistance Program 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 Health Reimbursement Arrangement (HRA) Contribution

Effective the pay period beginning May 10, 2016, the County ~~shall ceased~~ contributions to the Active HRA account described in this section. ~~Effective the pay period beginning May 10, 2016, the County will instead convert such HRA contributions into medical insurance premiums.~~

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~~Through May 9, 2016, 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.~~

~~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.~~

Effective 9/3/2015 – May 9, 2016

Coverage Level	Per Pay Status-Hour	Monthly Equivalent
EE +1	\$.97	\$ 169
EE + 2	\$ 2.67	\$ 465

~~Remaining balances in the active HRA will County contributions pursuant to this article will be continue to be available to Plan participants for reimbursement of eligible medical care expenses as incurred by an eligible employee/retiree 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 County of Sonoma has established an Active Health Reimbursement Arrangement (HRA) Plan Document which outlines the eligibility provisions of this plan pursuant to current IRS regulations and 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.~~

ARTICLE 19: MEDICAL BENEFITS FOR FUTURE RETIREES

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19.1 Retiree Medical Coverage

A. ~~Effective June 1, 2009, an e~~Eligible retirees and eligible dependent(s) (as defined below) may, but are not required to, enroll~~may be enrolled in a County offered medical plan. as described in Article 19.2 but are not required to be enrolled in a County offered medical plan.~~ Retirees who elect to enroll ~~chese to participate~~ in a County offered medical plan are ~~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). Retirees and eligible dependents who enroll in a County offered medical plan are responsible for all costs (including County offered retiree medical plan premiums and Medicare Part B premiums).

An eligible dependent is (as defined in each plan document/summary plan description):

- Either the retiree's spouse or registered domestic partner; or
- A child based on your plan's age limits or a disabled dependent child regardless of age.
- Upon the death of a retiree, an eligible surviving dependent who was either enrolled or had waived coverage at the time of the retiree's death.

19.2 County Contribution toward Retiree Medical Costs - ~~Plans Effective January 1, 2009~~ - Employees Hired Before January 1, 2009

A. Eligibility for County contribution

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

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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).

~~19.2 B. B. Amount of County Contribution-~~

~~For each eligible employee hired before January 1, 2009 and who retires after adoption of the MOU extension by the Board of Supervisors, the County's obligation to contribute The County no longer provides a contribution towards the cost of retiree medical plans is changed to require the County to make a flat \$500.00 per month contribution directly to . See Section 19.6.1 B, below for~~

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~~County contribution to the DSA Retiree Medical Trust in accordance with Section 19.6.1 below. 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 themselves and eligible dependent(s) in the a 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 Costs - Plans - Employees Hired On or After January 1, 2009 - Effective January 1, 2009

~~For each eligible employee hired on or after January 1, 2009 and who retires after adoption of the extension of the MOU by the County Board of Supervisors, the CountyFor employees hired on or after January 1, 2009, the County shall contribute toward to a Defined Contribution retiree medical benefit plan for each eligible employee in the form of a deposits into the DSA Retiree Medical Trust (DSA-RMT) a Health Reimbursement Arrangement (HRA) account, in accordance with as described in Article 19.6.1, below. Any eligible retiree and eligible dependent(s), as defined in Article 19.1.A above, below, may enroll in a County offered medical plan, but the retiree is responsible for all costs (including County offered retiree medical plan premiums. and Medicare Part B premiums).~~

~~A. Eligibility for County Contribution~~

- ~~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 DSA~~

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RMT 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 initial contribution benefit.
4. All previous County contributions made to the existing County Retiree Health Reimbursement Accounts on behalf of current active bargaining unit members, will be transferred to the DSA Retiree Medical Trust, upon documentation provided to County by the Association of the tax-exempt status and that the transfer of such balances complies with the IRS regulations.
5. Laid-Off & Restored Employees.
 - a. 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 the DSA-RMT 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 DSA-RMT 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

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approximately \$100 per month or \$1,200 per year, after the initial eligibility period is met.

3. Access to Account Balance:

~~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.~~

~~Participants may defer accessing the account balance to any time beyond the earliest date described in (a).~~

~~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:

~~Spouses and eligible dependent children or dependent adults that are disabled may continue to access account balances after the death of the retiree.~~

~~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:

~~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.~~

~~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 405(b) of the Internal Revenue Code and subject to revenue rulings for these types of plans as promulgated.~~

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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 as described in Article 19.6.1.B. toward the medical plan premium costs as follows as follows:

One eligible surviving dependent, as described in section 19.1, will continue to receive the County's DSA-RMT contribution be allowed to continue their coverage if the surviving dependent meets each of the following criteria: was

Has been an eligible dependent of a retiree who was eligible to receive a DSA-RMT contribution toward a County offered retiree medical plan under Article 19.2 prior to the death of the retiree, and

1. 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 Eligibility to Participate in a County Offered Medical Plan- 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) who was eligible to be enrolled in a County offered medical plan prior to the retiree's death, 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 has established, 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

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~~identified by the Association with the County's assistance, and the Trust shall be~~ has been 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~~ does 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 will provide sufficient documentation to County to ~~shall ensure that the Trust applies for and secures~~ has acquired and maintains 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 ~~has procured an appropriate Private Letter Ruling(s) (PLR) authorizing the funding of the trust on a tax-favored basis to include County contributions during employment and post employment, (i.e., that the salary and sick and/or vacation leave contributions, and the transfer of existing Health Reimbursement Account balances currently held on behalf of active bargaining unit members, will be made to the Trust on a pre-tax basis).~~ prior to its establishment.

19.6.1 Contributions to The DSA Trust

In accordance with the terms of Article 19 of the MOU the County shall make the following contributions to the DSA Trust on behalf of eligible bargaining unit members:

A. County contribution/Contribution – All Employees

~~Effective the pay period starting on August 11, 2009, f~~ For each regular filled DSA positions in paid status, the County shall contribute \$10 each pay period to the DSA RMT., through the December 9, 2015 expiration of the MOU and absent a successor MOU continuing such contribution.

B. County Contribution-Employees Hired before January 1, 2009

Effective upon adoption of the MOU extension by the Board of Supervisors, employees hired before January 1, 2009 who meet the eligibility requirements outlined in Section 19.2.-A above, and retire directly from County service, the County shall contribute \$500 per month to the DSA Retiree Medical Trust.

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C. County Contribution-Employees Hired On or After January 1, 2009.

1. Initial County Contribution:

- a. On the first pay date following completion of the eligibility requirements outlined in Article 19.3.A, above, regular full-time employees shall receive a lump sum contribution of \$2,400 deposited into the DSA-RMT 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 DSA-RMT account).

c. 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.

- d. The County will continue contributions called for in this subsection directly to the employees' current HRA account until such time as the County has the ability to make the contributions directly to the DSA RMT, no later than November 30, 2018.

BD. 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 Retirement

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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 no earlier than December 10, 2013, each regular employee filling a classification in Bargaining Units 46 and 47 shall have 50% of their existing payouts of accumulated vacation owed to them at the time of retirement go directly into individual accounts in the DSA RMT.

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 Articles 19.6.1 A and 19.6.1.C, 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 to the DSA RMT described in Article 19.6.1 A and 2, combined with the County contributions to the DSA RMT as described in Article 19.6.1 B, constitute the County's entire obligation towards medical benefits upon retirement and the parties agree that no other retiree medical benefits exist, including Medicare Part B reimbursement.

19.6.4

The Association is solely responsible for obtaining any necessary IRS approvals, and represents it has ~~for~~ established and administers ~~ing~~ 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~~ The Association has established the Trust, ~~then~~ and 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, but that absence from the Trust shall not affect the obligation of DSA to indemnify defend and hold harmless the

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County, its agents, officers and employees. 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. The association on behalf of itself and its members/survivors waives any cause of action against the County based on administration and operation of the DSA RMT.

19.6.5 [Omitted]

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~~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.~~

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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.

19.6.8 Legal Compliance Review: In implementing the obligations set forth in section 19.6.1, the parties understand and agree that no

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later than the close of business July 31, 2018, legal counsel will review compliance of those obligations with governing IRS regulations and that such review will take place as soon as possible. In the event such legal review identifies legal compliance problems the parties will immediately meet and confer to address and resolve the outstanding issues.

ARTICLE 20: HOLIDAYS

20.1 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.

20.2 Holidays – Scheduled

- (1) New Year's Day, January 1*
- (2) Martin Luther King's Birthday, the third Monday in January
- (3) Lincoln's Birthday, February 12*
- (4) President's Day, the 3rd Monday in February
- (5) Caesar Chavez Day, March 31*
- (~~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*
- (~~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

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~~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, December 10, 2013~~

~~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.~~

20.3 Holiday – Day Observed

If a date specific holiday listed in 20.2 falls on a Saturday, the preceding Friday shall be the County observed holiday. If a date specific holiday listed in 20.2 falls on a Sunday, the following Monday shall be the observed holiday. All other date specific holidays shall be observed on the date specified in Article 20.2.

20.4 Holiday – Compensation

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 fulltime 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.

20.5 Holiday Compensation 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.

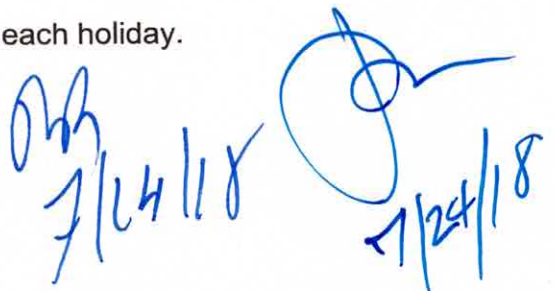
20.6 Holiday – Part-time Employees

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 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).

20.7 Holiday Pay Maximum

Holiday pay shall not exceed 8 hours for each holiday.

20.8 Floating Holiday

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Each regular, full-time employee will be granted eight floating holiday hours effective the first pay period of each year. The employee must be in paid status on the employee's regularly scheduled workdays before and after using the floating holiday. The timing of the employee's use of the floating holiday shall be subject to advance approval of the Department Head or designee. The floating holiday hours must be taken before the last full pay period of the year, and will not be carried over into the next year. Further, there will be no cash out of floating holiday hours. Floating holiday hours must be taken in no less than 1/10 of an hour increments. Each part-time employee shall be entitled to a prorated number of hours based on allocated FTE at the time of the annual allocation. For 2018 the floating holiday hours will be available to employees no later than September 19, 2018.

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 fulltime 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 paid status excluding overtime. Rates shown below will be adjusted to reflect any unpaid time in each pay period.

~~*Effective March 1, 2016, for the term of the 2015 – 2018 MOU, the Maximum Accumulated Hours listed below will be increased to 310 hours. Effective on March 31, 2018, the Maximum Accumulated Hours listed below will be restored to 300 hours. Hours above the Maximum Accumulated Hours will not be eligible for cash payment except as required by law. Effective March 31, 2018, employees with Maximum Accumulated Hours above 300 will not accrue additional hours until their accumulated hours drop below 300.~~

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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	0 to 4,173	3.38	300
2 through 5	4,174 to 10,434	3.99	300
5 through 10	10,435 to 20,870	4.91	300
10 through 15	20,871 to 31,305	6.14	300
15 through 20	31,306 to 41,741	6.75	300
20 through 25	41,742 to 52,177	7.36	300
25 or great	52,178 or more	7.67	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 paid status excluding overtime. Rates shown below will be adjusted to reflect any unpaid time in each pay period.

~~*Effective March 1, 2016, for the term of the 2015 – 2018 MOU, the Maximum Accumulated Hours listed below will be increased to 360 hours. Effective on March 31, 2018, the Maximum Accumulated Hours listed below will be restored to 310 hours. Hours above the Maximum Accumulated Hours will not be eligible for cash payment except as required by law. Effective March 31, 2018, employees with Maximum Accumulated Hours above 310 will not accrue additional hours until their accumulated hours drop below 310.~~

For the term of this extension, the Maximum Accumulated Hours listed below will remain at 360 hours. Effective March 31, 2019, the Maximum Accumulated Hours listed below will be restored to 310 hours. Effective March 31, 2019, employees with Maximum Accumulated Hours above 310 will not accrue additional hours until their accumulated hours drop below 310.

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	0 to 4,173	3.38	300 360
2 through 5	4,174 to 10,434	3.99	300 360
5 through 10	10,435 to 20,870	4.91	300 360
10 through 15	20,871 to 31,305	6.14	300 360
15 through 20	31,306 to 41,741	6.75	300 360

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20 through 25	41,742 to 52,177	7.36	300360
25 or great	52,178 or more	7.67	300360

21.4 Reappointment

Each employee with 10,435 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 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 layoff.

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.

ARTICLE 22: SICK LEAVE AND FAMILY LEAVE

22.1 Sick Leave Accrual

Each full-time employee in a regular, allocated position shall accrue and accumulate sick leave at the rate of 3.680 in-service hours for each completed eighty-hour (80) paid in-service hours. 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. Parttime employees in allocated positions 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 fulltime employees.

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22.2 Sick Leave Use

Earned sick leave credits may, with the approval of the department head, be used by the employee, as outlined below:

22.2.1 Sick Leave Use – Non-FMLA/CFRA/PDL Leave:

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

- A. Employee Illness: during the employee's own incapacity due to illness or injury;
- B. Employee Treatment or Examination: during the time needed by the employee to undergo medical or dental treatment or examination;
- C. For Care of a Family Member: for diagnosis, care or treatment of a health condition of, or preventative care for the employee family member. For leave under this section 22.2.1, "family member" is defined as a:
 1. child (defined as biological, adopted, or foster child, stepchild, legal ward, or a child to who the employee stands in place of a parent, regardless of age or dependency status);
 2. parent (defined as a biological, adoptive, or foster parent, stepparent, or legal guardian, or other person who stood in place of a parent to the employee or the employee's spouse or domestic partner when the employee was a child. A biological or legal relationship is not necessary for a person to have stood in place of a parent to the employee as a child);
 3. employee's spouse or registered domestic partner;
 4. grandparent, grandchild, or sibling of the employee or the employee's spouse or registered domestic partner.

Sick leave use for family members listed in this section 22.2.1(C) 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. "Occurrence" means per illness or related incidents. The 48 hours do not have to be consecutive.

California "Kin Care" (Labor Code 233) provides that an employee may use an amount of paid sick leave each calendar year that is equal to the amount of time that would normally accrue in a six month period and may be used in the same manner as other sick leave described

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in this section 22.2.1 Kin Care provisions run concurrent with other protected leaves and do not extend the maximum period of leave to which the employee is entitled to under FMLA or CFRA.

D. Domestic Violence, Sexual Assault, or Stalking: When an employee is a victim of domestic violence, sexual assault or stalking, to work to obtain or attempt to obtain any relief, including but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of themselves or their child(ren); to seek medical attention for injuries caused by domestic violence, sexual assault or stalking; obtain services from a domestic violence shelter, program or rape crisis center as a result of domestic violence, sexual assault or stalking; obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking; participate in safety planning or take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation. Documentation may be required for approval of use of sick leave under this provision, pursuant to section 22.3 Sick Leave Documentation.

22.2.2 Sick Leave Use - FMLA/CFRA/PDL Qualifying Leave

In accordance with The Family and Medical Leave Act (FMLA), the California Family Rights Act (CFRA), and the Pregnancy Disability Act (PDA) earned sick leave credits may, with the approval of the Department Head, be used by an employee as follows:

- a. Employee Illness: During the employee's own incapacity due to illness or injury.
- b. Employee Treatment or Examination: During the time needed by the employee to undergo medical or dental treatment or examination.
- c. Disabled by Pregnancy: 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. Care of Family Member: 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

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necessary for the employee to care for such child, stepchild, spouse, parent of the employee or spouse, or domestic partner.

Child is defined as biological, adopted, or foster child, stepchild, legal ward, or a child to who the employee stands in place of a parent, who is either under 18 years of age or an adult dependent child. An adult dependent child is an individual who is 18 years of age or older and who is incapable of self-care because of a mental or physical disability within the meaning of Government Code Section 12926(j) and (l).

(Parent for purposes of this section is defined as biological, foster, or adoptive parent, stepparent, a legal guardian or other person who stood in place of a parent to the employee when the employee was a child. A biological or legal relationship is not necessary for a person to have stood in place of a parent to the employee as a child. Parent does not include Parent-in-law.)

-For FMLA/CFRA qualifying events to care for a covered family member incapacitated by injury or illness under this paragraph (d), employees are allowed to use up to 480 hours of accrued sick leave per eligible event, and not to exceed the number of hours authorized by medical certification. CFRA bonding leave does not qualify for use of sick leave.

Information on FMLA/CFRA/PDL eligibility, documentation, and benefit and pay status is provided under Section 22.9 Family Care and Medical Leave.

22.3 Sick Leave Documentation

22.3.1 Annual Period – Allocated Employees: “Annual period” is a twelve month period beginning with the employee’s first day of work in an allocated assignment. For employees on staff on July 1, 2015, the annual period began July 1, 2015, and ends June 30, 2016. For employees who begin work after July 1, 2015, the annual period begins on their first day of work. (This is not the same as the annual calendar used under FMLA/CFRA/PDL qualifying events.)

22.3.2 First Forty-Eight Hours: For new employees, the first 48 hours, or number of hours equal to 6 days of the employees regular schedule (whichever is greater), of accrued sick leave used by an employee in the first annual period will be applied to and subject to the provisions of the California paid Sick Leave law until January 1st and on a calendar year basis thereafter. During this period, if the need for paid sick leave is foreseeable, the employee shall provide reasonable advanced notice. If the need for paid sick leave is unforeseeable, the employee shall provide

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notice of the need for the leave as soon as practicable. If the County has reasonable suspicion of sick leave abuse, a signed medical certification may be required for each use of accrued sick leave to the extent permissible by law.

22.3.3 Subsequent Hours: For use of accrued sick leave beyond the first 48 hours or number of hours equal to three six (6) days in the annual or calendar period (consecutive or non-consecutive), as described above, a signed medical certification may be required for each use of accrued sick leave. Reasonable medical certification of incapacity shall be required for sick leave use of more than 48 consecutive work hour's duration.

22.3.4 FMLA/CFRA/PDL: If use of accrued sick leave is for an FMLA, CFRA, or PDL qualifying event, medical certification is required, in accordance with the law, and as outlined in the Medical Leave Policy.

22.4 Restoration of Accrued Sick Leave

When an employee separates from County employment, and returns to County employment within one year from the separation date, any accrued sick leave remaining on account will be restored to the employee upon rehire, provided the accrued leave was not otherwise used, paid out or converted to service credit. If the termination date is in the middle of the pay period, end of pay period date will apply.

22.5 Sick Leave Conversion at Regular Retirement

Each employee separating from County service on regular, non-disability retirement shall convert one hundred percent (100%) of 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.

22.6 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.

22.7 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

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credit as of the time of separation, computed on the basis of the employee's base hourly pay.

22.8 Sick Leave 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.

22.9 Family Care & Medical Leave

22.9.1

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.

22.9.2 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 twelve (12) months, which need not be consecutive, and have actually worked at least one thousand two hundred and fifty (1,250) hours during the twelve (12) month period immediately preceding the commencement of the leave.

22.9.3 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:

22.9.3.1

The birth of a child and to care for the newborn child (FMLA and CFRA);

22.9.3.2

The placement with the employee of a child for adoption or foster care and care for the newly placed child (FMLA and CFRA);

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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 under this provision.)

22.9.3.4

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.)

22.9.3.5

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.

22.9.4 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. (This 12 month period used under FMLA/CFRA to determine sick leave eligibility is separate from the "annual period" defined in 22.3.1.)

22.9.4.1

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 subsection begins on the first day an

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employee takes leave to care for the covered service member.

22.9.4.2

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.

22.9.5 Pay Status and Benefits

22.9.5.1

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.

22.9.5.2

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.

22.9.6 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.

22.9.7 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

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conditions for which an employee may be qualified under state law.

22.9.8 Notice to the County

22.9.8.1

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.

22.9.8.2

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.

22.9.8.3

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.

22.9.9 Medical Certification

22.9.9.1

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.

22.9.9.2

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.

22.9.9.3

As a condition of an employee's return from leave taken because of the employee's own serious health condition, the

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employee is required to obtain certification from the employee's care provider that the employee is able to resume work.

22.9.9.4

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.

22.9.10 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.

22.9.11 Dual Parent Employment [Omitted]

~~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.~~

22.9.12 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.

22.9.13 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.

22.9.14 Leaves of Absence without Pay Usage Reference Table

Employees in regular, allocated positions will be required to use accrued paid leaves before a leave of absence without pay as shown in the following table:

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MOU Section	Sick	Vacation	CTO	Comment
During the employee's own incapacity due to illness or injury.	Yes. You may keep 40 hrs.	No	No	
During the time needed by the employee or for an employee's family member to undergo medical or dental treatment or examination.	Yes. You may keep 40 hrs.	No	No	
When a woman employee is disabled by pregnancy.	Yes. You may keep 40 hrs.	No	No	
When the employee's family member is incapacitated by illness/injury and the employee must care for him/her, or for care, exam or treatment of a family member. *	Yes. Up to 48 hours. (You may keep 40 hrs.)	Yes	Yes	You may keep 40 hours in any combination of Vacation & CTO
Non-sick FMLA/CFRA** qualifying event (e.g., child bonding leave*)	No	No	No	
Approved undisclosed reason or extended vacation	No	Yes	Yes	Must use all Vac. & CTO

*In the event an employee is eligible to receive Paid Family Leave to care for the serious health condition of a family member or to bond with a new child, they will not be required to use sick, vacation or CTO time, while receiving that benefit.

**Family and Medical Leave Act (FMLA)/California Family rights Act (CFRA)

22.9.15

This Section 22.9 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

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(22.9) provided it is consistent with the applicable provisions of the Sonoma County Civil Service Rules, County leave policies, and other provisions of this memorandum.

22.10 Paid Parental Leave

22.10.1 Eligibility

Effective 10/1/18, for eligible events that occur on or after 10/1/18 Board adoption of this MOU, any permanent or probationary employee who has been continuously employed by the County for at least 12 months prior to the start of the leave shall be eligible for Paid Parental Leave (PPL) to use within 12 months of the following eligible events:

- Birth of a child of the employee, the employee's spouse, or the employee's domestic partner
- Placement of a child with the employee's family for adoption or foster care

For the purposes of PPL, the definition of "parent" and "child" are as defined by the California Family Rights Act.

22.10.2 Benefit and Use

Eligible employees shall be granted 320 PPL hours to use within 12 months of the qualifying event for the purposes of bonding. Part-time employees shall be eligible for a pro-rated number of PPL hours, based on allocated FTE.

PPL is based on a 12 month rolling calendar. No more than 320 PPL hours may be used in any 12 month period.

PPL is based on the employee's base hourly wage plus cash allowance. It is considered "paid status" for the purpose of merit, seniority, premiums, vacation and sick leave accrual, and County benefit eligibility and contributions.

PPL is pensionable and counts towards retirement service credit.

PPL may be used in a block of continuous time or as intermittent leaves as arranged in advance. Unless approved by the Director of Human Resources, PPL cannot be used retroactively.

Use of PPL shall not be cause for an employee to lose his/her current assignment on a permanent basis; however, assignments may be altered to accommodate the employee's or department's operational needs when working a reduced work schedule.

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An employee in a disability period following birth of a child must use sick leave down to 40 hours before using PPL.

22.10.3 Coordination of Benefits & Leaves

PPL can be fully integrated with any short-term disability or California Paid Family Leave program. STD and PFL will not reduce PPL leave entitlement. For time covered by FMLA/CFRA job protected leave for bonding, PPL must be used prior to other accrued leave or Leave Without Pay. If an employee has exhausted FMLA/CFRA entitlements for reasons other than bonding, PPL must be used prior to Leave Without Pay for arranged leaves for the purpose of bonding. Scheduling of non-CFRA protected PPL is subject to department approval. PPL does not need to be used when an employee is on leave for reasons other than bonding. To the extent CFRA leave is available, it will run concurrently with PPL.

22.10.4 Program Review Process

County and DSA Representatives will meet to discuss any unanticipated issues that arise, including administrative and legal issues.

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, 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

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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 Issues

If the County's proposal covers one or more of the 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:

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.
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.
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.

c. 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 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.

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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. 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 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 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 days, at which time the County shall present an impasse statement including the proposal that it proposes to implement after completion of the post-impasse process required by law and this Section 34.3 should further discussions fail to produce an agreement.

If an agreement is not reached at the impasse meeting, the dispute shall be submitted to mediation. If the parties fail to resolve the dispute through mediation within the timelines set forth in the MMBA, the matter may be submitted to fact finding in accordance with the provisions and timelines of the MMBA.

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. 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

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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.

~~34.9 HRA Contributions for Future Retirees - Reopener~~

~~The County and the Association agree to a reopener to begin no later than 90 days following Board approval of the MOU to discuss options to provide future retirees covered by Section 19.2 with HRA contributions in lieu of County contributions to medical plans described in Section 19.2 B. (County Contributions Toward Retiree Medical Plans - Employees Hired Before January 1, 2009). The parties agree to include in these discussions, options for resolution of outstanding issues related to the DSA Retiree Medical Trust in Section 19.6.7. It is the parties' intention to complete these reopener discussions within 120 days of the Board's approval of the MOU.~~

34.109 Favored Nation Clause - Reopener

If, during the term of this extension another bargaining unit other than 0049 (Board of Supervisors), 0050 (Administrative Management), and 0052 (Department Heads) receives an increase or improvement in compensation or other economic benefits that is greater than agreed to by DSA, the County agrees to open the MOU and meet and confer with DSA on the subject of compensation.

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MEMORANDUM

To: Marcia Chadbourne
County of Sonoma

From: Thomas M. Morrison, Jr.

Date: August 7, 2018

Re: **Retiree Health (OPEB) Plan
Alternative Plan Design to the June 30, 2017 Valuation Under GAS 74/75**

In the attached exhibits, we have provided the liability summaries for the following current and alternative plan design for the active members from the Deputy Sheriffs and Law Enforcement Management bargaining units. The calculations are consistent with our memo as of May 7, 2018 and are based on the June 30, 2017 Actuarial Valuation under GAS 74/75. These calculations are provided in compliance with California Government Code §7507.

CURRENT PLAN

Post July 1, 2016 Group

(For eligible retirees hired prior to January 1, 2009 and retired on or after July 1, 2016)

For eligible retirees hired prior to January 1, 2009 with 10 years of service, the County provides a payment of \$500/month, provided the retiree enrolls in a County-provided medical plan, plus a Medicare Part B reimbursement of \$96.40/month. In addition, for all eligible retirees, the County provides an implicit subsidy.

ALTERNATIVE 1

Post July 1, 2016 Group

(For eligible retirees hired prior to January 1, 2009 and retired on or after July 1, 2016)

For eligible retirees hired prior to January 1, 2009 with 10 years of service the County provides:

- Payment of \$500/month with no medical enrollment requirement.
- Continued implicit subsidy, allowing retirees under age 65 to purchase health insurance from the County at blended active/retiree rates.
- No Medicare Part B reimbursement.

Marcia Chadbourne
County of Sonoma
August 7, 2018
Page 2

The Total OPEB Liability for these groups slightly decreased by \$69,442 from \$17,424,444 to \$17,355,002 overall.

CONCLUSION

Exhibit 1 shows the comparison of cost of the proposed plan to the current plan for the Deputy Sheriffs and Law Enforcement Management bargaining units. Except as noted above, the results are based on the data, actuarial cost method, and other assumptions used in the June 30, 2017 actuarial valuation, using census data as of June 30, 2016. Exhibit 1 shows the liability summaries for the current plan, including the SCARE* Settlement agreement and alternative plan designs as outlined in the proposed Tentative Agreement between the County of Sonoma and the Deputy Sheriffs and Law Enforcement Management Associations. Exhibit 2 shows the actuarial assumptions used in the current plan. Exhibit 3 shows a summary of current plan provisions. Exhibit 4 shows a summary of participant data used in our analysis.

The calculations in this memo were prepared under the supervision of Mary Kirby, FSA, FCA, MAAA. We look forward to discussing any questions or comments you may have.

Please feel free to contact us if you would like to discuss these further.

TJH/bqb
Attachment

cc: Mary Kirby
Harold Cooper
Robert Mitchell

* Sonoma County Association of Retired Employees vs. County of Sonoma

EXHIBIT 1**Comparison of Current and Alternative Plan Designs****SUMMARY OF VALUATION RESULTS CURRENT FOR ACTIVE MEMBERS AS OF JUNE 30, 2017
USING METHODS AND ASSUMPTIONS PRESCRIBED BY GAS 74/75****Deputy Sheriffs (DSA 0046)**

OPEB Liability	Plan Provisions Reflected in Valuation as of June 30, 2017⁽¹⁾	Valuation Based Upon Alternative 1⁽²⁾	Difference
Implicit Subsidy Liability	\$4,908,232	\$4,908,232	\$0
Medicare Part B Liability	559,062	0	(559,062)
Cash Subsidy Liability	<u>6,425,672</u>	<u>6,920,889</u>	<u>495,217</u>
Total OPEB Liability	\$11,892,966	\$11,829,121	(\$63,845)

Deputy Sheriffs (DSA 0047)

OPEB Liability	Plan Provisions Reflected in Valuation as of June 30, 2017⁽¹⁾	Valuation Based Upon Alternative 1⁽²⁾	Difference
Implicit Subsidy Liability	\$1,461,152	\$1,461,152	\$0
Medicare Part B Liability	187,217	0	(187,217)
Cash Subsidy Liability	<u>2,129,101</u>	<u>2,311,401</u>	<u>182,300</u>
Total OPEB Liability	\$3,777,470	\$3,772,553	(\$4,917)

Law Enforcement Management (DSLEM 0043)

OPEB Liability	Plan Provisions Reflected in Valuation as of June 30, 2017⁽¹⁾	Valuation Based Upon Alternative 1⁽²⁾	Difference
Implicit Subsidy Liability	\$666,919	\$666,919	\$0
Medicare Part B Liability	89,825	0	(89,825)
Cash Subsidy Liability	<u>997,264</u>	<u>1,086,409</u>	<u>89,145</u>
Total OPEB Liability	\$1,754,008	\$1,753,328	(\$680)

⁽¹⁾ All future retirees on or after 7/1/2016 and hired before 2009: Up to \$500/month if enrollment in a County medical plan. Continued Medicare Part B reimbursement of \$96.40 and implicit subsidy, allowing retirees under age 65 to purchase health insurance at blended active/retiree rates.

⁽²⁾ All future retirees on or after 7/1/2016 and hired before 2009: \$500/month with no medical enrollment requirement. Removed the Medicare Part B reimbursement of \$96.40, continue implicit subsidy, allowing retirees under age 65 to purchase health insurance at blended active/retiree rates.

EXHIBIT 1**Comparison of Current and Alternative Plan Designs (Continued)**

The Net OPEB liability was measured as of June 30, 2017.

Actuarial assumptions: The total OPEB liability was determined by an actuarial valuation as of June 30, 2017 using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	3.00%
Investment rate of return on Plan assets	6.50%, net of OPEB plan investment expense, including inflation
Other assumptions	See analysis of actuarial experience shown in the January 1, 2012 through December 31, 2014 Actuarial Experience Study dated October 2, 2015 and the Economic Actuarial Assumption Study for December 31, 2015 Actuarial Valuation dated September 30, 2015 for the Sonoma County Employees' Retirement Association (SCERA).

The long-term expected rate of return on OPEB plan investments was determined using a building-block method in which the expected future real rates of return (expected returns, net of inflation) are developed for each major asset class. These returns are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage, adding expected inflation and subtracting expected investment expenses and a risk margin. The target allocation and projected arithmetic real rates of return for each major asset class, after deducting inflation, but before investment expenses, is used in the derivation of the long-term expected investment rate of return assumption.

Discount rate: The discount rates used to measure the total OPEB liability was 3.78% as of June 30, 2017. The projection of cash flows used to determine the discount rate assumed that employer contributions will be made at rates proportional to the actuarially determined contribution rates. For this purpose, employer contributions that are intended to fund benefits of current plan members and their beneficiaries are included. Projected employer contributions that are intended to fund the service costs for future plan members and their beneficiaries are not included. Based on those assumptions, the OPEB plan's fiduciary net position was projected to be available to make all projected future benefit payments for current plan members through the fiscal year ending June 30, 2025.

EXHIBIT 2**Actuarial Assumptions Current Plan**

Rationale for Demographic and Noneconomic Assumptions:

The information and analysis used in selecting each demographic (mortality, retirement, disability and turnover) assumption that has a significant effect on this actuarial valuation is shown in the experience study for the Sonoma County Employees' Retirement Association, using experience from January 1, 2012 through December 31, 2014.

The information and analysis used in selecting the salary scale and inflation is shown in the Economic Actuarial Assumption Study dated September 30, 2015 for the Sonoma County Employees' Retirement Association's December 31, 2015 Actuarial Valuation.

Post-Retirement Mortality Rates:

Healthy Retirement:

For General Members: Headcount-Weighted RP-2014 Healthy Annuitant Table projected 20 years with the two-dimensional scale MP2014D set back one year for males and set forward one year for females.

For Safety Members: Headcount-Weighted RP-2014 Healthy Annuitant Table projected 20 years with the two-dimensional scale MP2014D set back one year.

Disabled Retirement:

Headcount-Weighted RP-2014 Healthy Annuitant Table projected 20 years with the two-dimensional scale MP20142D set forward five years.

For Safety Members: Headcount-Weighted RP-2014 Healthy Annuitant Table projected 20 years with the two-dimensional scale MP20142D set forward four years.

The mortality tables shown above were determined so as to reasonably reflect future mortality improvement, based on a review of the mortality experience in the January 1, 2012 – December 31, 2014 Actuarial Experience Study.

EXHIBIT 2**Actuarial Assumptions Current Plan (Continued)**

Termination Rates Before Retirement:**Mortality Rates:**

Age	Rate (%)			
	General		Safety	
	Male	Female	Male	Female
30	0.02	0.01	0.02	0.01
35	0.03	0.01	0.03	0.01
40	0.03	0.02	0.03	0.02
45	0.05	0.03	0.05	0.03
50	0.08	0.06	0.08	0.06
55	0.14	0.09	0.14	0.09
60	0.23	0.12	0.23	0.12

EXHIBIT 2**Actuarial Assumptions Current Plan (Continued)**

Disability Rates:

Age	Rate (%)	
	General⁽¹⁾	Safety⁽²⁾
20	0.05	0.06
25	0.05	0.16
30	0.08	0.38
35	0.13	0.65
40	0.18	0.90
45	0.29	1.60
50	0.38	2.30
55	0.43	2.80
60	0.51	0.00

⁽¹⁾ 50% of General disabilities are assumed to be service connected disabilities. The other 50% are assumed to be non-service connected disabilities.

⁽²⁾ 95% of Safety disabilities are assumed to be service connected disabilities. The other 5% are assumed to be non-service connected disabilities.

EXHIBIT 2**Actuarial Assumptions Current Plan (Continued)**

Withdrawal Rates:

Years of Service	Rate (%)	
	Withdrawal (< 5 Years of Service)	
	General	Safety
0	6.0	4.0
1	4.0	2.4
2	3.0	1.6
3	2.5	1.6
4	2.0	1.6

Age	Rate (%)	
	Withdrawal (5+ Years of Service)	
	General	Safety
20	1.50	1.60
25	1.50	1.60
30	1.50	1.26
35	1.05	0.70
40	0.60	0.34
45	0.48	0.14
50	0.34	0.00
55	0.24	0.00
60	0.14	0.00

No withdrawal is assumed after a member is assumed to retire.

EXHIBIT 2**Actuarial Assumptions Current Plan (Continued)**

Termination Rates Before Retirement:**Vested Termination Rates:**

Rate (%)		
Vested Termination (<5 Years of Service)		
Years of Service	General	Safety
0	6.25	6.00
1	5.50	4.00
2	4.00	4.00
3	3.00	4.00
4	3.00	4.00

Rate (%)		
Vested Termination (5+ Years of Service)		
Age	General	Safety
20	3.00	4.00
25	3.00	4.00
30	3.00	3.40
35	3.00	2.10
40	2.40	1.05
45	2.00	0.60
50	2.00	0.00
55	1.70	0.00
60	1.50	0.00

No vested termination is assumed after a member is assumed to retire.

EXHIBIT 2**Actuarial Assumptions Current Plan (Continued)**

Retirement Rates:

Age	Rate (%)					
	General			Safety		
	Plan A Before 30 Years	Plan A 30 or More Years	Plan B	Plan A Before 30 Years	Plan A 30 or More Years	Plan B
50	7.0	10.0	0.0	14.0	10.0	4.0
51	7.0	10.0	0.0	16.0	12.0	5.0
52	7.0	12.0	4.0	16.0	18.0	6.0
53	8.0	16.0	1.5	18.0	25.0	6.0
54	9.0	20.0	2.5	24.0	50.0	8.0
55	10.0	25.0	2.5	30.0	100.0	20.0
56	10.0	30.0	4.5	30.0	100.0	15.0
57	10.0	30.0	5.5	25.0	100.0	15.0
58	15.0	30.0	6.5	25.0	100.0	20.0
59	20.0	40.0	7.5	25.0	100.0	20.0
60	25.0	40.0	8.5	100.0	100.0	100.0
61	25.0	45.0	9.5	100.0	100.0	100.0
62	30.0	45.0	14.5	100.0	100.0	100.0
63	30.0	45.0	16.5	100.0	100.0	100.0
64	30.0	45.0	19.0	100.0	100.0	100.0
65	30.0	45.0	24.0	100.0	100.0	100.0
66	40.0	45.0	20.0	100.0	100.0	100.0
67	40.0	50.0	20.0	100.0	100.0	100.0
68	50.0	50.0	20.0	100.0	100.0	100.0
69	80.0	80.0	20.0	100.0	100.0	100.0
70	100.0	100.0	100.0	100.0	100.0	100.0

EXHIBIT 2**Actuarial Assumptions Current Plan (Continued)**

Future Benefit Accruals:	1.0 year of service per year.
Unknown Data for Members:	Same as those exhibited by members with similar known characteristics. If not specified, members are assumed to be male.
Definition of Active Members:	First day of pay period following employment.
Net Investment Return on Plan Assets:	6.50%, net of investment expenses.
Net Investment Return on Non-Plan Assets	3.58%
Actuarial Value of Assets:	Market value of assets
Data:	Detailed census data and financial data for postemployment benefits were provided by the County of Sonoma.
Actuarial Cost Method:	Entry Age, Level % of pay
Measurement Date:	June 30, 2017
Census Date:	June 30, 2016
Annual Inflation Rate:	3.00%
Annual Payroll Growth:	3.50%

EXHIBIT 2**Actuarial Assumptions Current Plan (Continued)**

Annual Rate of Compensation Increase (%)

Salary Scale:

Inflation: 3.00% per year; plus “Across the Board” salary increases of 0.50% per year; plus Merit and Promotion increases as follows:

Years of Service	General	Safety
0	6.00	8.50
1	5.00	4.75
2	3.75	3.75
3	2.50	2.75
4	1.50	1.75
5+	0.50	0.50

Administrative Expenses:*HMOs*

Administrative expenses were included in the premiums, not valued separately.

County Plan

An annual ASO fee for Fiscal Year 2016-2017 of \$322 per retired life was valued.

Other

We include any expense associated with benefits (ASO, for example) or any administrative fees paid out of an OPEB trust. In accordance with the GASB Implementation Manual, we do not include County personnel or system costs to operate the plan.

Marital Status:

At the time of retirement, 70% of male employees and 35% of female employees are assumed to have spouses who elect coverage.

Spouse Age Difference:

Husbands are assumed to be 3 years older than their wives.

Participation:

Active employees hired before January 1, 2009 with medical coverage, 90% are assumed to continue medical coverage at retirement.

Active employees hired on and after January 1, 2009, 0% are assumed to elect medical coverage at retirement.

EXHIBIT 2**Actuarial Assumptions Current Plan (Continued)**

**Health Care Cost
Subsidy Trend Rates:**

Health care trend measures the anticipated overall rate at which health plan costs are expected to increase in future years. Trend rates are used to increase the stated subsidies into the future. For example, if the County Plan drug cost for the plan year 2016-2017 was \$1,000, the assumed cost for 2017-2018 would be \$1,075 [(\$1,000 x (1+7.50%))].

Year Ending June 30	County Health Plan Prescription Drug	County Health Plan Medical	HMO	Medicare Part B Premium*
2017	7.50%	8.50%	**	0.00%
2018	7.00%	8.00%	6.75%	0.00%
2019	6.50%	7.50%	6.50%	0.00%
2020	6.00%	7.00%	6.25%	0.00%
2021	5.50%	6.50%	6.00%	0.00%
2022	5.00%	6.00%	5.75%	0.00%
2023	5.00%	5.50%	5.50%	0.00%
2024	5.00%	5.00%	5.25%	0.00%
2025 and later	5.00%	5.00%	5.00%	0.00%

* *Note that we have assumed that under the new plan, Sonoma County will not increase its reimbursement beyond the 2008 calendar year premium level of \$96.40.*

***Varies based on actual renewal.*

EXHIBIT 2**Actuarial Assumptions Current Plan (Continued)**

Plan Design:

Development of plan liabilities was based on the substantive plan of benefits in effect as described in Exhibit III.

Per Capita Cost Development:*Blue Cross (Medical and Drugs)*

Per capita claims costs were based on actual paid claim experience furnished by the County for the period July 1, 2013 through June 30, 2016. Claims were separated by plan year and participant status (Medicare vs. Non-Medicare), then adjusted as follows:

- paid claims were multiplied by a factor to yield an estimate of incurred claims,
- total claims were divided by the number of adult members to yield a per capita claim,
- the per capita claim was trended to the midpoint of the valuation year at assumed trend rates, and
- the per capita claim was adjusted for the effect of any plan changes.

Per capita claims for each plan year were then combined by taking a weighted average. The weights used in this average account for a number of factors including each plan year's volatility of claims experience and distance to the valuation year. Actuarial factors were then applied to the weighted average cost to estimate individual retiree and spouse costs by age and by gender.

HMO Plan (Medical and Drugs)

Per capita costs were based on the actual HMO monthly premiums. Actuarial factors were applied to the non-Medicare premiums to estimate individual retiree and spouse costs by age and by gender.

Other

The monthly subsidy for Medicare Part B premiums for the year 2016-17 was \$96.40, resulting in an annualized premium of \$1,157.

EXHIBIT 2

Actuarial Assumptions Current Plan (Continued)

Per Capita Costs (continued)

Age	Kaiser Permanente Traditional HMO				Kaiser Permanente Hospital Services DHMO			
	Retiree		Spouse		Retiree		Spouse	
	Male	Female	Male	Female	Male	Female	Male	Female
50	\$9,068	\$10,329	\$6,334	\$8,294	\$8,516	\$9,700	\$5,949	\$7,789
55	10,769	11,119	8,476	9,600	10,114	10,442	7,960	9,016
60	12,790	11,985	11,347	11,134	12,011	11,255	10,656	10,457
64	14,673	12,714	14,324	12,531	13,780	11,940	13,452	11,769
65	3,785	3,217	3,785	3,217	N/A	N/A	N/A	N/A
70	4,387	3,467	4,387	3,467	N/A	N/A	N/A	N/A
75	4,727	3,732	4,727	3,732	N/A	N/A	N/A	N/A
80	5,090	4,023	5,090	4,023	N/A	N/A	N/A	N/A

Age	Kaiser Permanente Deductible First DHMO				Sutter			
	Retiree		Spouse		Retiree		Spouse	
	Male	Female	Male	Female	Male	Female	Male	Female
50	\$7,196	\$8,196	\$5,026	\$6,581	\$9,265	\$10,554	\$6,472	\$8,474
55	8,546	8,823	6,726	7,618	11,004	11,361	8,660	9,809
60	10,149	9,510	9,004	8,835	13,068	12,245	11,593	11,376
64	11,644	10,089	11,366	9,944	14,992	12,990	14,635	12,804
65	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
70	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
75	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
80	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

EXHIBIT 2

Actuarial Assumptions Current Plan (Continued)

Per Capita Costs (continued)

Age	Western Health Advantage				UHC-AARP			
	Retiree		Spouse		Retiree		Spouse	
	Male	Female	Male	Female	Male	Female	Male	Female
50	\$8,635	\$9,835	\$6,031	\$7,897	N/A	N/A	N/A	N/A
55	10,255	10,587	8,071	9,141	N/A	N/A	N/A	N/A
60	12,178	11,412	10,804	10,602	N/A	N/A	N/A	N/A
64	13,972	12,106	13,639	11,932	N/A	N/A	N/A	N/A
65	N/A	N/A	N/A	N/A	\$2,614	\$2,222	\$2,614	\$2,222
70	N/A	N/A	N/A	N/A	3,030	2,395	3,030	2,395
75	N/A	N/A	N/A	N/A	3,265	2,578	3,265	2,578
80	N/A	N/A	N/A	N/A	3,516	2,779	3,516	2,779

Age	County Plan							
	Medical				Drug			
	Retiree		Spouse		Retiree		Spouse	
Male	Female	Male	Female	Male	Female	Male	Female	
50	\$10,064	\$11,464	\$7,030	\$9,205	\$3,047	\$3,470	\$2,128	\$2,786
55	11,953	12,340	9,407	10,655	3,618	3,736	2,848	3,225
60	14,195	13,301	12,593	12,357	4,297	4,026	3,812	3,741
64	16,285	14,111	15,898	13,908	4,930	4,271	4,812	4,210
65	1,799	1,529	1,799	1,529	5,103	4,338	5,103	4,338
70	2,085	1,648	2,085	1,648	5,915	4,675	5,915	4,675
75	2,247	1,774	2,247	1,774	6,374	5,032	6,374	5,032
80	2,419	1,912	2,419	1,912	6,864	5,425	6,864	5,425

EXHIBIT 2**Actuarial Assumptions Current Plan (Continued)**

**Retiree Health Insurance Premiums
Used in the June 30, 2016 Valuation**

For retirees in pay status, we use the relevant premiums provided on participant records. In cases where the carrier elections are unknown, we will assume the participant elects carriers in the same proportion as current retirees in that group. The table below shows the distribution of medical insurance carriers for retirees as of June 30, 2016 and premium rates for the premium year ending May 31, 2017.

Carrier	Under Age 65			
	Election Percent			
	Assumed		2016-2017	2017-2018
County Health Plan PPO	17%	Single	\$1,296.18	N/A
		Participant + 1	2,547.92	N/A
County Health Plan EPO	5%	Single	1,067.38	N/A
		Participant + 1	2,085.06	N/A
Kaiser Permanente (California) Traditional HMO	63%	Single	695.44	\$754.14
		Participant + 1	1,390.90	1,508.29
Kaiser Permanente (California) Hospital Service DHMO	4%	Single	559.94	607.20
		Participant + 1	1,119.88	1,214.40
Kaiser Permanente (California) Deductible First DHMO	4%	Single	519.60	563.45
		Participant + 1	1,039.20	1,126.91
Sutter Health Plan HMO	7%	Single	575.06	575.06
		Participant + 1	1,150.20	1,150.20
Western Health Advantage HMO	0%	Single	667.36	694.38
		Participant + 1	1,334.72	1,388.78

EXHIBIT 2**Actuarial Assumptions Current Plan (Continued)**

Retiree Health Insurance Premiums Used in the June 30, 2016 Valuation (continued)

	Age 65 and Over		
	Election Percent	Single Party Over 65	
Carrier	Assumed	2016-2017	2017-2018
County Health Plan PPO	35%	N/A	N/A
County Health Plan EPO	0%	N/A	N/A
Kaiser Senior Advantage	45%	\$325.59	\$322.33
UHC AARP*	20%	\$217.84	N/A
<i>* Average based on premiums for various areas, as reported for current retirees.</i>			

EXHIBIT 2**Actuarial Assumptions Current Plan (Continued)**

Dental Subsidy

Because most retirees are assumed to pay the full cost of dental insurance, dental benefits will not be included in this valuation. County paid dental coverage will not be valued as the number of current and future retirees eligible for this benefit is de-minimis.

Medicare Part B Subsidy

We have assumed that the County of Sonoma will reimburse the basic monthly premium of \$96.40 for 2009 and thereafter with no future increases. We have assumed that retirees will pay any additional premium.

In addition, employees hired after December 31, 2008 will not receive County paid reimbursement for Medicare Part B premiums.

EXHIBIT 3**Summary of Current Plan**

This exhibit summarizes the major benefit provisions as included in the valuation. To the best of our knowledge, the summary represents the substantive plans as of the measurement date. It is not intended to be, nor should it be interpreted as, a complete statement of all benefit provisions.

Eligibility:

Participant must retire from County service, covered under a medical plan of the County at the time of retirement, and be eligible to receive a monthly pension from the Sonoma County's Employees Retirement Association (SCERA) defined benefit pension plan at the time of retirement.

- For retirees hired prior to January 1, 2009 and retired after June 30, 2016 with 10 years of service is required to receive County subsidy
 - No change in Current Plan
- For Employees hired after December 31, 2008 will not be eligible for the \$500 subsidy or the Medicare Part B Subsidy. They will continue to receive the implicit subsidy.
 - No change in Current Plan
- For retirees hired prior to January 1, 2009 and retired by June 30, 2016 with 10 years of service is required to receive County
 - Subsidized (\$500 contribution) medical coverage from June 1, 2016 through May 31, 2026
 - Subsidized (\$200 contribution) medical coverage from June 1, 2026 through May 31, 2041

Effective April 10, 2007, disability retirees are subject to the same service requirements as regular retirees¹.

In the case of a line-of-duty death, dependents of the deceased law enforcement member(s) are eligible to receive County-subsidized medical coverage².

¹ Disability retirees offered medical benefits prior to 2007 were allowed to keep this coverage, even if they did not meet the 10-year requirement.

² Pursuant to California Labor Code §4856.

EXHIBIT 3**Summary of Current Plan (Continued)**

Benefit Types:

Retirees are eligible for medical and drug benefits provided under two self-insured indemnity plans administered by Anthem Blue Cross (County Health Plan PPO or County Health Plan EPO). In addition, retirees not yet eligible for Medicare can enroll in any of three Kaiser plans, Sutter Health or Western Health Advantage HMOs, while retirees eligible for Medicare can enroll in a Kaiser HMO or a UHC AARP HMO. Medicare Part B premiums are reimbursed by the County to eligible retired members at a fixed contribution of \$96.40 per month, but not to dependents.

In addition, retirees are eligible for dental benefits from Delta Dental at full cost to the retiree. Since these benefits are fully paid by the retirees, they have been excluded from this valuation.

Duration of Coverage:

Except as noted above, lifetime, subject to continuing support by the Board of Supervisors

Dependent Benefits:

Same as retirees

Dependent Coverage:

Benefits are available for dependents. However, the County does not subsidize coverage for all dependents, except as noted in footnote 2 on first page of Exhibit III.

As of April 2007, disabled retirees qualify for dependent coverage the same as regular retirees.

**County Contributions
Toward Benefit:**

Retirees may elect to enroll in any County offered medical plan and shall pay for all costs in excess of the County contribution dollar amount. For plans with premiums under the dollar subsidy level, the County will pay the full cost of the coverage up to that subsidy level per month.

Most retirees are responsible for the full cost of dental coverage. Therefore, no retiree dental costs have been reflected in this valuation.

**Medicare Integration
for the PPO Plan:**

Carve-out method in which the plan benefit is first determined without regard to Medicare payments, and is then reduced by the amount of such payment

EXHIBIT 4**Summary of Participant Data**

	June 30, 2016		
	Deputy Sheriffs (DSA 0046)	Deputy Sheriffs (DSA 0047)	Law Enforcement Management (DSLEM 0043)
Active Participants*			
Number	121	30	13
Average age	43.8	47.5	49.1
Average years of service	14.8	19.7	21.9
Average expected retirement age	53.8	53.9	54.2

* Actives hired prior to January 1, 2009



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Vice President & Actuary
ayeung@segalco.com

VIA E-MAIL & USPS

August 6, 2018

Ms. Julie Wyne
Chief Executive Officer
Sonoma County Employees' Retirement Association
433 Aviation Boulevard, Suite 100
Santa Rosa, CA 95403-1069

**Re: Sonoma County Employees' Retirement Association (SCERA)
Disclosure under Government Code Section 31515.5 in compliance with
Section 23026 – DSA**

Dear Julie:

As requested, we are providing this letter with our analysis of the impact of several proposed changes in elements of pay and their potential impact on cost to provide benefits through SCERA as required under California Government Code Section 31515.5 in compliance with Section 23026.

BACKGROUND

We have been asked to prepare a Disclosure for the above Government Code Sections regarding salary changes proposed for approximately 225 Safety County members covered under DSA. The proposed changes in salaries and benefits that we have reviewed were provided by the County and are outlined in Exhibit 1 attached.

Prior to authorizing changes in salaries or benefits, we understand that the above Government Code Sections require certain disclosures be provided, including an explanation of the financial impact that the proposed benefit change or salary increase will have on the funding status of the county employees' retirement system.

RESULTS

After reviewing the proposed salary increases for employees covered under DSA as provided by the County and outlined in Exhibit 1, we have concluded that the assumptions applied in the December 31, 2016 Valuation to develop the employer costs for the 2018/2019 Fiscal Year for the Safety County membership group, are sufficient to cover the costs of the proposed salary increases under item 1 for this group. Further, the savings from the proposed salary increases are sufficient to cover the increase in the County's normal cost contributions due to the paid parental leave under item 2.

The proposed salary increases under item 1, as described herein, would decrease the Safety County total employer and employee normal cost by approximately \$10,000 in the first year. When averaged over Plans A and B, a Safety County employee is expected to pay about 35% of the total normal cost¹, resulting in a decrease to the employer's normal cost contribution by roughly \$7,000. Additionally, the proposed salary increases would decrease the Safety County Unfunded Actuarial Accrued Liability (UAAL) by \$145,000, which translates to a decrease in the amortization payment by approximately \$10,000 in the first year, for a total employer contribution decrease of about \$17,000.

The proposed paid parental leave under item 2 would increase the Safety County total employee and employer normal cost contributions by approximately \$15,000 in the first year. When averaged over Plans A and B, a Safety County employee is expected to pay about 35% of the total normal cost¹, resulting in an increase to the employer's normal cost contribution by roughly \$10,000. The contribution decrease of about \$17,000 calculated above is sufficient to cover the increase in employer normal cost contributions due to the paid parental leave for a net total employer contribution decrease of about \$7,000.

ANALYSIS

Exhibit 1 (attached) outlines the proposed changes to the elements of pay. For those changes of pay elements that are deemed to be pensionable, we have included our analysis below.

Pensionable Elements of Pay

The employer costs developed in our Actuarial Valuation and Review as of December 31, 2016 includes a 3.50% annual wage growth assumption that is applied to project all future salary amounts for pension purposes.

In Exhibit 1 we have listed the two items and the associated increase in the proposed pensionable elements of pay. The total increase in Safety County salary for item 1 is expected to be approximately \$824,850. This is equivalent to \$3,666 each over the 225

¹ The 35% of the total normal cost expected to be paid by the Safety County employees reflects payment of 50% of the Normal Cost by Plan B members, however, for Plan A members it has been calculated prior to reflecting any additional contributions (i.e., above those determined under the County Employees Retirement Law of 1937 for Plan A members) that may have been agreed to be paid by those employees covered under DSA.

Safety DSA positions that have been communicated to us by the County. Even though we do not have complete data as to the exact employees who would be eligible for the proposed changes, if we take the average salary increase stated above of \$3,666 and divide it by the average Safety DSA member salary of \$109,725 (as provided by the County), we estimate an average increase in salary of 3.34% as a result of the proposed changes. This increase is less than our 3.50% wage increase assumption by 0.16%. Please refer to the Results section of this letter for the contribution decrease from these salary changes.

Also in Exhibit 1 we have listed the estimated increase in pensionable pay for item 2. In our December 31, 2016 valuation, the normal cost rates have been calculated assuming all members would work prospectively on a full time basis. In practice, if members subsequently take an unpaid leave then the County would recognize a normal cost contribution savings during that time (as no such contributions would be made). Under the proposed paid parental leave, a portion of the leave that would previously have been unpaid will now be paid by the County. We have estimated this increase in pay to be \$62,998, as detailed in Exhibit 1. Since the total normal cost contribution for a Safety County member (weighted for Plan A and Plan B members) is 26.40%, then the additional total normal cost contributions as a result of this proposed increase would be approximately \$15,000. Please refer to the Results section of this letter for the derivation of the employer contribution increase due to the paid parental leave.

Non-Pensionable Elements of Pay

It is our understanding that SCERA and the County have rendered a determination that Items 3 – 7 in Exhibit 1 are non-pensionable elements of pay. Therefore, these items will not have any impact on the level of benefits and will not increase the employer cost of the plan.

The undersigned is a member of the American Academy of Actuaries and I meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion herein.

Please let us know if you have any questions on this information.

Sincerely,



Andy Yeung

EK/bbf
Enclosure

Exhibit 1

Summary of Elements of Pay – DSA

Item	Pensionable Elements of Pay		
		Eligible Employee Count	Estimated Amount
1	One time lump sum	Safety: 225	Safety ² : \$824,850
2	Paid parental leave	Safety: 11.25	Safety ³ : \$62,998
	Non-Pensionable Elements of Pay		
3	8 hours of holiday time on Cesar Chavez day		
4	8 hours of floating holiday time each calendar year		
5	Increase in County's contributions for Medical Premiums		
6	Increase in County's contributions for Dental Premiums		
7	Increase in Compensatory Time bank maximum number of hours		

² The estimated cost for item 1 was provided directly by the County.

³ The cost for item 2 has been estimated by Segal using the following data items and formula: (i) number of eligible employees taking this leave of 11.25 (as provided by the County) times (ii) the average Safety DSA member salary of \$109,725 (as provided by the County) times (iii) the ratio of the number of hours of paid parental leave to the full-time equivalent number of hours (i.e., eight 40-hour weeks over 2088 hours) times (iv) 33.3% (i.e., the amount of leave that would have otherwise been unpaid).



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 of the County of Sonoma

Board Agenda Date: August 28, 2018

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 extension between the County of Sonoma and the Deputy Sheriff's Law Enforcement Management Unit

Recommended Actions:

Adopt a Resolution approving an extension to the Memorandum of Understanding (MOU) between the County of Sonoma the Deputy Sheriff's Association (DSA) for the period of August 28, 2018 through March 31, 2019.

Executive Summary:

Representatives of the County and the Deputy Sheriff's Law Enforcement Management Unit (DSLEM) met and conferred and reached a tentative agreement (Attachment A) regarding the terms and conditions of employment for an extension of the MOU. All changes from the 2015-2018 MOU become effective August 28, 2018, unless otherwise specified in the tentative agreement.

Discussion:

Given the fiscal uncertainty caused by the October 9, 2017 Sonoma Complex fires, the County met and conferred with DSLEM for a proposed extension of the MOU. The County and DSLEM have tentatively agreed on terms and conditions, salary and benefits for an extension of the MOU. A brief summary of the tentative agreement (TA) is below.

Term of MOU:

August 28, 2018 through March 31, 2019.

One Time Lump Sum Pensionable Payment:

Effective the pay period beginning August 28, 2018, and contingent on Union ratification of the successor MOU and approval by the Sonoma County Board of Supervisors on or before August 28, 2018, each regular, full time, employee in paid status as of September 10, 2018, shall receive a one-time, non-recurring, pensionable lump sum payment in the amount of \$4,392 on September 19, 2019.

Health & Welfare Benefits for Active Employees:

The County will contribute up to a maximum of the following amounts based on level of coverage for employees enrolled in County offered medical coverage for any eligible full-time regular employee and their dependent(s) as follows:

- Employee Only: \$629 per month
- Employee +1: \$1,257 per month
- Family: \$1,779 per month

Effective the pay date of September 5, 2018 and continuing beyond the term of the MOU extension, the employee contribution to dental premiums will be suspended, resuming July 1, 2020.

Medical Benefits for Future Retirees:

Effective August 28, 2018, Article 6 (Medical Benefits for Future Retirees) is modified to remove any and all references to contributions for active unrepresented Administrative Management employees in the County Salary Resolution No. 95-0926. Future retirees will no longer be required to enroll in a County offered medical plan to receive a County contribution toward retiree medical benefits. The County will contribute a flat \$500.00 per month into the DSA Retiree Medical Trust ("DSA RMT") on behalf of eligible bargaining unit members hired before January 1, 2009, and who retire following the effective date of the MOU extension. For bargaining unit members hired on or after January 1, 2009, the County will contribute the same amounts to the DSA RMT as are currently specified in Article 6.3 (County Contribution toward Retiree Medical Plans – Employees Hired On or After January 1, 2009 – Effective January 1, 2009) of the MOU. The County's contributions to medical benefits for future retirees will be deposited directly into the DSA RMT established by Article 6.6 (DSA Retiree Medical Trust) of the MOU. The County will facilitate the transfer of existing Retiree Health Reimbursement Account ("HRA") balances for current employees to the DSA RMT, as allowed by law. To offset the County's cost change associated with the benefit change discussed above, DSLEM agrees to the County discontinuing the Medicare Part B Reimbursement of \$96.40 per month from the County to bargaining unit members hired before January 1, 2009 and who retire after the effective date of the MOU extension.

Vacation Accrual and Compensatory Time Off:

Effective upon final adoption of the extension, the reversion language in Article 15.3 (Vacation Accrual – Rates) will be stricken and the maximum vacation accrual will remain at 500 hours. The maximum compensatory time off ("CTO") accrual will revert to 80 hours from 120 hours.

Holidays:

Each bargaining unit member will be granted eight (8) floating holiday hours each calendar year. The floating holiday hours may be taken, with prior approval, at any time during the calendar year but may not be carried over into the next calendar year. There will be no cash out of unused floating holiday hours.

Employees will receive an eight (8) hour Cesar Chavez holiday on March 31st of each year, to honor and celebrate his important work on civil rights for laborers, particularly in the Latino community.

Paid Parental Leave:

Effective October 1, 2018, for eligible events that occur on or after Board adoption of the MOU, any permanent or probationary employee who has been continuously employed by the County for at least 12 months prior to the start of the leave shall be eligible for 320 hours of Paid Parental Leave within 12 months of the birth of a child or placement of a child with the employee for adoption or foster care. Part-time employees shall be eligible for this benefit based on pro-rated hours.

Favored Nation Clause:

If, during the term of the MOU extension another bargaining unit other than 0049 (Board of Supervisors), 0050 (Administrative Management), and 0052 (Department Heads) receives an increase or improvement in compensation or other economic benefits that is greater than agreed to by DSLEM, the County agrees to open the MOU and meet and confer with DSA on the subject of compensation.

Government Code Compliance Requirements:

Various provisions of the California Government Code require certain disclosures before the Board can adopt changes in salaries or benefits, with additional disclosure required for changes in pension and other post-employment benefits. Any changes in salaries and benefits must be adopted at a public meeting of the Board (Cal Gov't Code §23026). Notice of the consideration of such increases must be provided prior to the meeting and shall include "an explanation of the financial impact that the proposed benefit change or salary increase will have on the funding status of the county employees' retirement system." (Cal Gov't Code §31515.5). On August 14, 2018, the Board received reports in open session to satisfy these requirement.

Based on the letter received by Segal Consulting, the proposed one-time, pensionable, lump-sum payment and the costs of the Paid Parental Leave program are within the future years' 3.5% annual wage increase assumptions applied in the December 31, 2016 actuarial valuation; and therefore, Segal's analysis, included as Attachment B, states that the proposed changes will not materially impact the ongoing cost of the plan and funding status of SCERA.

In addition, when considering changes in retirement benefits or other postemployment benefits, the Board "shall secure the services of an actuary to provide a statement of the actuarial impact upon future annual costs, including normal cost and any additional accrued liability, before authorizing changes in public retirement plan benefits or other postemployment benefits." (Cal Gov't Code §7507). When there are changes in retirement benefits or other postemployment benefits, the statement of actuarial impacts shall be provided by an enrolled actuary and shall be made public at a meeting at least two weeks before the adoption of the increase in benefits. (Cal Gov't Code §31516). On August 14, 2018, the Board received the actuarial analysis in open session to satisfy these requirements.

The Tentative Agreement proposes to change the Other Post-Employment Benefits provided to current employees who were hired prior to January 1, 2009, and who retire on or after your Board approves the Tentative Agreement and changes to the MOUs with DSLEM (and Deputy Sheriff Association (DSA)). The County engaged Segal Consulting to complete the valuation as required by law (Attachment C). The valuation provides an actuarial analysis of the impact to the County's OPEB liability for retiree medical costs resulting from potential MOUs with both the DSA and DSLEM. The valuation was based on the data and assumptions applied in the June 30, 2017 actuarial valuation, the latest valuation completed

for the County. The actuary's valuation estimates the impact of the tentative agreement and potential extension to the DSLEM MOU to the County's Total Other Post-Employment Benefits liability for these bargaining groups, will result in a decrease of \$680 in liability, and the overall amount changes from \$1,754,008 to \$1,753,328.

On August 14, 2018, the Board received and reviewed the Tentative Agreement for a potential extension of the MOU between the County and DSA for the period of August 28, 2018, through March 31, 2018, pursuant to the aforementioned Government Code requirements.

Prior Board Actions:

August 14, 2018, the Board Received and Reviewed the Tentative Agreement for a potential extension of the MOU between the County and DSLEM for the period of August 28, 2018, through March 31, 2018, pursuant to California Government Code sections 7507, 31515.4 and 23026.

March 15, 2016, Board adopted the DSLEM MOU, Resolution #16-0095.

Strategic Plan Alignment Goal 3: Invest in the Future

The valuations and tentative agreement reflects the joint efforts of the County and DSLEM to provide fiscally responsible salary and benefit enhancements.

Fiscal Summary

Expenditures	FY 18-19 Adopted	FY 19-20 Projected	FY 20-21 Projected
Budgeted Expenses	\$2,434	\$29,504	\$24,636
Additional Appropriation Requested	\$100,746		
Total Expenditures	\$103,180	\$29,504	\$24,636
Funding Sources			
General Fund/WA GF	\$103,180	\$29,504	\$24,636
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	\$103,180	\$29,504	\$24,636

Narrative Explanation of Fiscal Impacts:

The MOU extension represents a total estimated operational cost increase, above the adopted budget, of \$100,746 in fiscal year 18/19, which includes an estimated on-going operational cost of \$21,593 associated with the augmented premium contribution and the new parental leave benefit program. Most of the total 18/19 projected increased costs are within the General Fund.

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 Attachment A: Tentative Agreement between the County of Sonoma and DSLEM Attachment B: Segal Actuarial Valuation – GC 7507 Attachment C: Segal Actuarial Valuation – GC 31515.5 and GC 23026			
Related Items “On File” with the Clerk of the Board:			
None			



County of Sonoma
State of California

Date: August 28, 2018

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Extending The Memorandum of Understanding Between the County of Sonoma And The
Deputy Sheriff's Law Enforcement Management Unit, For The Period of August 28, 2018
Through March 31, 2019.**

Whereas, the Deputy Sheriff's Law Enforcement Management Unit ("DSLEM") is a recognized employee organization representing bargaining unit 43; and

Whereas, the County of Sonoma ("County") met and conferred with representatives of DSLEM to negotiate a seven-month extension to the Memorandum of Understanding ("MOU"); and

Whereas, the DSLEM membership ratified the terms of the tentative agreement ("TA") to be recommended to the Board of Supervisors for approval; and

Whereas, the terms and conditions of the TA are within the prescribed authority of this Board; and

Whereas, the County has satisfied its obligation under California 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 MOU extension; and

Whereas, the Board has met all legal requirements under California Government Code Sections 23026, 31515.5, 7507, and 31516; and

Whereas, the proposed changes to the DSLEM MOU do not include changes in retirement benefits or other postemployment benefits that will materially impact the ongoing cost of the plan and funding status of the Sonoma County Employee's Retirement Association ("SCERA"); and

Whereas, the proposed changes to the DSLEM MOU will result in an actuarially estimated decrease to the County's Total Other Post-Employment Benefits liability; and

Resolution #

Date:

Page 2

Whereas, written confirmation of the Board's compliance with California Government Code 31515.5, 23026, and 7507 from the Segal Company is included in Attachments B and Attachment C, and incorporated by reference herein.

Now, Therefore, Be It Resolved that this Board hereby approves this Tentative Agreement (Attachment A) setting the terms and conditions of the MOU extension between the County and the DSLEM, which is attached 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 August 28, 2018 through March 31, 2019, except as specified otherwise in the MOU.

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

Supervisors:

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COUNTY OF SONOMA

AND

DEPUTY SHERIFF'S LAW ENFORCEMENT
MANAGEMENT UNIT
(DSLEM)

~~December 10~~ August 728, 2015-2018 – March 31, ~~2018~~ 2019

Unit 43

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MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF SONOMA
AND
SWORN LAW ENFORCEMENT MANAGEMENT UNIT (DSLEM)
~~2015~~2018-20182019

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 ~~December-August 10728, 2015~~2018, unless otherwise specified. This Memorandum shall expire and otherwise be fully terminated at 11:59 P.M. on, March 31, ~~2018~~2019.
- 2.2 In the event either party desires to negotiate a successor Memorandum of Understanding, that party shall serve on the other party by October 1, ~~2017~~2018, its written request to commence negotiations.

ARTICLE 4: SALARIES AND ADMINISTRATION OF THE SALARY SCHEDULE

4.1 Salaries

- a. Salary range/scale 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 March 1, 2016, the County shall increase by three percent (3.0%) the A Step of each Civil Service job class range/scale in the Salary Table specified in Appendix A and attached to this Agreement.
- c. Effective with the pay period that begins on March 14, 2017, the County shall increase by three percent (3.0%) the A Step of each Civil Service job class range/scale in the Salary Table specified in Appendix A and attached to this Agreement.
- d. Comparable-Comparison 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~~

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~~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 2015-2018 MOU for historical information only, does not reflect a current agreement, and does not require any future action.~~

Unless mutually agreed to, all classifications within bargaining unit 0043 shall utilize the following for comparable agency purposes:

Alameda County, Contra Costa County, Marin County, Napa County, Sacramento County, San Mateo County, San Luis Obispo County, Santa Clara County, Santa Cruz County, Solano County, and the City of Santa Rosa shall all be included as comparable agencies.

The benchmark market average will henceforth be determined by calculating the total compensation of each benchmark classification within each agency within the composite list of eleven agencies then removing the two agencies showing the highest and lowest total compensation per benchmark classification.

For purposes of understanding market data in applicable classification studies, top-step salary of comparable job classifications within the composite list of eleven agencies will be determined, then the two agencies showing the highest and lowest top-step salary will be removed from the calculation. At least four match classes must exist in order to conclude there is sufficient market data.

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.

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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.

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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 but not less than 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 receives a promotion from line staff to a supervisory position or class shall receive the salary step of the appropriate scale that would constitute an increase of salary most closely equivalent to but not less than ten (10) percent of the employee's salary step before promotion but not less than the minimum salary step of the new class or greater than the maximum salary step 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.

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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

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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 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.

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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).

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 serve continuously in such assignment for more than 15 consecutive days of work, shall be paid 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

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.

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Each eligible employee who has been awarded a valid POST Intermediate Certificate shall receive 3.25% of base hourly rate thereafter; each eligible employee who has been awarded a valid Advanced Certificate shall receive 6.75% of base hourly rate thereafter, added to the employee's base hourly rate for all compensation. Each eligible employee who has been awarded a valid supervisory certificate shall receive 8.0% of base hourly rate thereafter, added to the employee's base hourly rate for all compensation purposes, including overtime.

The premiums listed in this Section 8.8 represent the maximum amount paid at the respective level and are not subject to stacking.

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

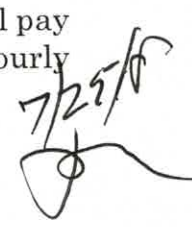
One Sheriff's Lieutenant may be appointed as the Chief for the Town of Windsor. The incumbent will receive a five percent (5%) premium for all hours in pay status. Should the service contract between the County and the Town of Windsor be terminated or revised to discontinue the premium at the discretion 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

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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 pay~~

Effective the pay period beginning August 14²⁸, 2018, contingent on Union ratification of the successor MOU and approval by the Sonoma County Board of Supervisors on or before August 28⁷, 2018, each regular, full time, active employee in paid status as of the last day of the pay period September 10, 2018 shall receive a one-time, non-recurring, pensionable payment in the amount of \$4,392.00 dollars.

The above amount shall be prorated for eligible part time employees based on their allocated full-time equivalent (FTE) as of the last day of the pay period.

The one-time payments shall be subject to all applicable federal, state, and local tax withholdings. The payments will not be included in wages for computation of overtime, benefits, or for any other purpose.

In addition, the lump sum payment will be paid to bargaining unit members who have submitted a retirement application to SCERA and who retire on or after August 29, 2018 and on or before September 10, 2018.

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ARTICLE 5: HEALTH & WELFARE BENEFITS FOR ACTIVE EMPLOYEES

5.1 Active Employee Health Plans

An eligible employee 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 5.2.6 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
- An unmarried child based on your plan's age limits or a disabled dependent child regardless of age.

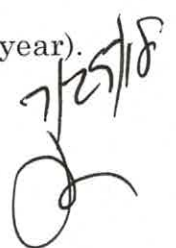
5.2 Enrollment In County Offered Health (Medical, Dental, Vision, Life Insurance) Plans

Election to enroll in a County offered health plan will take place within the first 31 days following date of appointment to a permanently allocated position of .40 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.

Health plan coverage will be paid on bi-monthly basis (24 payments per year).

5.2.1 County Offered Medical Plan(s)

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The County will offer at least one HMO plan and one plan permitting out-of-network provider coverage. No changes to existing medical plans will be made without completion of meet and confer with the bargaining units. The benefit provisions, co-payments and deductibles of each plan are outlined in the Summary Plan Description or Evidence of Coverage, as of June 1 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.

5.2.2 County Contribution Toward Active Employee Medical Benefits

- a. Effective the pay period beginning ~~May 10~~ August 14, 2016 ~~2018, for coverage beginning June 1, 2016, for the pay date of September 5, 2018,~~ the County shall contribute up to a maximum of the following amounts based on level of coverage for employees enrolled in County-offered medical coverage for any eligible full-time regular employee and their eligible dependent(s). ~~The amounts listed below shall include the conversion of the current County HRA contributions for active employees in Section 5.9 to medical contributions.~~

Employee only	\$557-629 per month, \$278314.50 bi-monthly
Employee plus one	\$1,113-257 per month, \$556628.50 bi-monthly
Family	\$1,575779 per month, \$787889.50 bi-monthly

This is the full and total contribution amount the County will contribute toward medical benefits for active regular employees and their dependent(s).

- ~~b. Effective the pay period beginning May 23, 2017 for coverage beginning June 1, 2017, the County shall contribute up to a maximum of the following amounts based on level of coverage for employees enrolled in County-offered medical coverage for any eligible full-time regular employee and their eligible dependent(s).~~

~~Employee only — \$580 per month, \$290 bi-monthly~~

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~~Employee plus one — \$1,158 per month, \$579 bi-monthly~~

~~Family ————— \$1,638 per month, \$819 bi-monthly~~

~~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 5.2.6.

5.2.3 Dental Benefits

The County offers dental and orthodontic benefits to full and part-time regular employees and their eligible dependent(s). Benefit provisions, co-payments and deductibles are outlined in the Summary Plan Description or Evidence of Coverage. The employee contribution shall be \$14.13 bi-monthly (\$28.26 per month)

The County shall contribute to part-time eligible employees on a pro-rated basis, in accordance with Article 5.2.6.

Effective the pay date of August 7 September 5, 2018 and continuing beyond the term of this MOU extension, the employee contribution shall be suspended, resuming June July 1, 2020. The suspension of the employee contribution is contingent on Union ratification of the successor MOU and approval by the Sonoma County Board of Supervisors on or before August 7 28, 2018.

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5.2.4 Vision Benefits

The County 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.

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 5.2.6.

Benefit provisions, co-payments and deductibles are outlined in the Summary Plan Description or Evidence of Coverage.

5.2.5 Life Insurance

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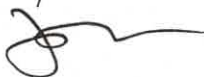
The County provides to each eligible employee, at no expense to the employee, a basic term life insurance plan equivalent to two (2) times the employee's annual salary computed on the basis of multiplying the biweekly salary in effect at the time of death by 26.089 for an allocated full-time equivalent position of sixty hours or more (.75 FTE or more). 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.

Eligible employees may purchase supplemental life insurance for 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. 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.

5.2.6 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.

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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

The Association has elected to purchase Long Term Disability benefits 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 through payroll deduction on the first payroll of each month. An amount equivalent to the premium will be paid to the employee. 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 additional premium cost will be paid by the employees by payroll deduction on the first payroll of each 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.

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

Employees shall utilize the appeal procedures in the PORAC plan for any dispute regarding 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

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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 paying COBRA premiums by the due date. 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.

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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 entitlement under COBRA law begins when the employee is no longer eligible for a County contribution toward medical benefits. When the employee returns to at least fifty percent (50%) of the 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.

5.6.1 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 prevent a lapse in coverage due to non-payment, the employee shall pay a \$25.00 late charge in

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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, 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 5.2.6. For pay periods with no pay status hours, pro-rata 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 provides 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.

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.

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Health Flexible Spending Account

The County provides a Health Flexible Spending Account (FSA) to enable eligible employees to set aside pre-tax dollars for reimbursement of employee's qualified medical expenses not reimbursed by the employee's health insurance plan and will be provided to the maximum amount stipulated in the Plan and consistent with the law.

Dependent Care Assistance Program

The County provides a Dependent Care Assistance Program 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 Health Reimbursement Arrangement (HRA) Contribution

Effective the pay period beginning May 10, 2016, the County ~~shall ceased~~ contributions to the Active HRA account described in this section. ~~Effective the pay period beginning May 10, 2016, the County will instead convert such HRA contributions into medical insurance premiums.~~

~~Through May 9, 2016, 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 (EE) who waive medical coverage and are not enrolled in a County sponsored medical plan will not receive a contribution into the HRA.~~

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~~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.~~

~~Effective 9/3/2015-May 9, 2016~~

<u>Coverage Level</u>	<u>Per Pay Status Hour</u>	<u>Monthly Equivalent</u>
EE +1	\$.97	\$ 169
EE + 2	\$ 2.67	\$ 465

~~Remaining balances in the active HRA will County contributions pursuant to this article will continue to be available to Plan participants for reimbursement of eligible medical care expenses as incurred by an eligible employee/retiree 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 5 are not vested and are subject to negotiations for a successor MOU.~~

The County of Sonoma has established an Active Health Reimbursement Arrangement (HRA) Plan Document which outlines the eligibility provisions of this plan pursuant to current IRS regulations and 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 Payment~~

~~Effective the pay period beginning March 1, 2016, each regular, full time, active employee in paid status on the last day of the pay period shall receive a one-time, lump sum, non-recurring, non-pensionable payment in the amount of \$1,959 dollars.~~

~~The above amount shall be prorated for eligible part time employees in accordance with Section 5.2.6.~~

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~~The one-time payments shall be subject to all applicable federal, state, and local tax withholdings. The payments will not be included in wages for computation of overtime, pension benefits, or for any other purpose.~~

ARTICLE 6: MEDICAL BENEFITS FOR FUTURE RETIREES

6.1 Retiree Medical Coverage

~~A. Effective June 1, 2009, an eligible~~ Eligible retirees and eligible dependent(s) (as defined below), may, ~~but are not required to, be enrolled~~ enroll in a County offered medical plan. ~~Retirees who elect to enroll in a County offered medical plan are allowed 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). Retirees and eligible dependents who enroll in a County offered medical plan are responsible for all costs (including County offered retiree medical plan premiums and Medicare Part B premiums).

An eligible dependent is (as defined in each plan document/summary plan description):

- Either the retiree's spouse or registered domestic partner; or
- A child based on your plan's age limits or a disabled dependent child regardless of age.
- Upon the death of a retiree, an eligible surviving dependent who was either enrolled or had waived coverage at the time of the retiree's death.

6.2 County Contribution Toward Retiree Medical ~~Plans-Costs~~ – Employees Hired Before January 1, 2009

A. Eligibility for County contribution

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

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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.~~

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6.3 County Contribution Toward Retiree Medical ~~Plans-Costs~~ – 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-DSA RMT~~ 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~~contribution.
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.

5. All previous contributions made to the existing County Retiree Health Reimbursement Accounts on behalf of current active bargaining unit members, will be transferred to the DSA Retiree Medical Trust, upon documentation provided to the County by the Association of the tax-exempt status and that the transfer of such balances complies with IRS regulations.

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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.~~

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~~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 described in Article 6.6.1.B as follows:

One eligible surviving dependent, ~~as described in section 6.1,~~ will ~~be allowed to continue their coverage~~ continue to receive the County's DSA-RMT contribution if the surviving dependent ~~meets each of the following criteria~~ was:

(1) ~~Has been a~~ An eligible dependent of a retiree who was eligible to receive a DSA-RMT 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.

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6.5 Surviving Dependent – ~~County Contribution For~~ Eligibility to Participate in a County Offered Medical Plan - 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) who was eligible to be enrolled in a County offered medical plan prior to the retiree's death, 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 has~~ established, 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 has been~~ 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 does~~ 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 will provide sufficient documentation to the County to shall ensure ~~that~~ the Trust applies for and secures ~~has acquired and maintains~~ 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 has~~ procured an appropriate Private Letter Ruling(s) (PLR) authorizing the funding of the trust on a tax-favored basis to include County contributions during employment and post employment (i.e., that the salary and sick or/ vacation leave contributions, and the transfer of existing Health Reimbursement Account balances currently held on behalf of active bargaining unit members, will be made to the Trust on a pre-tax basis), ~~prior to its establishment.~~

6.6.1 Contributions To The DSA Trust

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In accordance with the terms of Article 6 of the MOU the County shall make the following contributions to the DSA Trust on behalf of eligible bargaining unit members:

A. County ~~contribution~~Contribution – All Employees

~~Effective the pay period starting on August 11, 2009, f~~For each regular filled DSLEM position in paid status, the County shall contribute \$10 each pay period to the DSA RMT, through ~~the December 9, 2015~~ expiration of the MOU and absent a successor MOU continuing such contribution.

B. County Contribution – Employees Hired before January 1, 2009

Effective upon adoption of the MOU extension by the Board of Supervisors, employees hired before January 1, 2009 who meet the eligibility requirements outlined in Section 6.2.A above, and retire directly from County service, the County shall contribute \$500 per month to the DSA Retiree Medical Trust.

C. County Contribution – Employees Hired On or After January 1, 2009.

1. Initial County Contribution:

a. On the first pay date following completion of the eligibility requirements outlined in Article 6.3.A, above, regular full-time employees shall receive a lump sum contribution of \$2,400 deposited into the DSA-RMT 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 DSA-RMT account).

c. 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

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approximately \$100 per month or \$1,200 per year, after the initial eligibility period is met.

The County will continue contributions called for in this subsection directly to the employees' current HRA account until such time as the County has the ability to make the contributions directly to the DSA RMT, no later than November 30, 2018.

BD. 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 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 no earlier than December 10, 2013, each regular employee filling a classification in Bargaining Unit 43 shall have 50% of their existing payouts of accumulated vacation owed to them at the time of retirement go directly into individual accounts in the DSA RMT.

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.A and 6.6.1.C, 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.A and Article 6.6.1.B, constitute the County's entire obligation towards medical benefits upon retirement and the parties agree that no other

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retiree medical benefits exist, including Medicare Part B reimbursement.

6.6.4 The Association is solely responsible for obtaining any necessary IRS approvals, and represents it has for establishing established and administering administers 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 established the Trust, then and 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, but that absence from the Trust shall not affect the obligation of DSA to indemnify, defend, and hold harmless the County, its agents, officers and employees. 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. The Association on behalf of itself and its members/survivors waives any cause of action against the County based on administration and operation of the DSA RMT.

~~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.~~

6.6.65 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

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County resulting from or in connection with the matters described herein.

6.6.76 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.

6.6.8 Legal Compliance Review: In implementing the obligations set forth in section 19.6.1, the parties understand and agree that no later than the close of business July 31, 2018, legal counsel will review compliance of those obligations with governing IRS regulations and that such review will take place as soon as possible. In the event such legal review identifies legal compliance problems the parties will immediately meet and confer to address and resolve the outstanding issues.

ARTICLE 7: HOURS OF WORK

7.1 Employees in this bargaining unit shall work any and all hours necessary in the performance of their duties without regard to fixed schedules or set hours of work.

7.2 Under no circumstances will employees in this bargaining unit receive compensation for overtime worked. Nor, shall employees be eligible to receive or accumulate compensatory time except as may be directly provided for in this Memorandum of Understanding.

7.3 Compensatory Time

Represented employees may accrue up to a maximum of 80 hours of compensatory time off. Employees may request payment for any or all of the employee's current balance of compensatory time off with the employee's normal pay for any pay period. Upon separation, a represented employee will receive a "cash out" for all compensatory time that has been accrued.

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~~Effective March 1, 2016 for the term of the 2015 — 2018 MOU, the compensatory time maximum will be increased to one hundred and twenty (120) hours. Effective March 31, 2018, the compensatory time maximum will return to eighty (80) hours. Employees with accumulated compensatory time hours greater than 80 on March 31, 2018 will not accrue additional hours until their accumulated hours drop below 80.~~

ARTICLE 14: HOLIDAYS

14.1 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.

14.2 Holidays – Scheduled

Scheduled holidays through the term of this Memorandum shall be as follows:

- (1) New Year's Day, January 1*
- (2) Martin Luther King's Birthday, the third Monday in January
- (3) Lincoln's Birthday, February 12*
- (4) President's Day, the 3rd Monday in February
- ~~(5) Caesar Chavez Day, March 31*~~
- ~~(56)~~ Memorial Day, the last Monday in May
- ~~(67)~~ Independence Day, July 4th*
- ~~(78)~~ Labor Day, the first Monday in September
- ~~(89)~~ Veteran's Day, November 11*
- ~~(910)~~ Thanksgiving Day, as designated by the President
- ~~(1011)~~ The day following Thanksgiving Day
- ~~(1112)~~ Christmas Day, December 25*
- ~~(1213)~~ 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 Elimination Of Former Sections 14.3 & 14.4 (Floating Holiday And Eve Holiday Hours)

~~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, December 10, 2018.~~

~~Floating holiday hours, including eve holiday comp hours, accrued prior to the elimination of the provision will remain in the employee's Compensatory Bank.~~

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~~Such compensatory time may be taken off on a day mutually agreeable to the employee.~~

Each regular, full-time employee will be granted eight floating holiday hours effective the first pay period of each year. The employee must be in paid status on the employee's regularly scheduled workdays before and after using the floating holiday. The timing of the employee's use of the floating holiday shall be subject to advance approval of the Department Head or designee. The floating holiday hours must be taken before the last full pay period of the year, and will not be carried over into the next year. Further, there will be no cash out of floating holiday hours. Floating holiday hours must be taken in no less than 1/10 of an hour increments. Each part-time employee shall be entitled to a prorated number of hours based on allocated FTE at the time of the annual allocation.

For 2018, the floating holiday hours will be available to employees no later than September 19, 2018.

14.4 Holiday – Day Observed

If a date specific holiday listed in 14.2 falls on a Saturday, the preceding Friday shall be the County observed holiday. If a date specific holiday listed in 14.2 falls on a Sunday, the following Monday shall be the observed holiday. All other date specific holidays shall be observed on the date specified in Articles 14.2.

14.5 Holiday – Compensation

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.

14.6 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.

14.7 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 (Article 14.2) 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

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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 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.

14.8 Holiday – Part-Time Employees

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 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.

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.

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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.

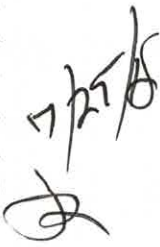
~~*Effective March 1, 2016, for the term of the 2015 – 2018 MOU, the Maximum Accumulated Hours listed below will be increased to 500 hours. Effective on March 31, 2018, the Maximum Accumulated Hours listed below will be restored to 463 hours. Hours above the Maximum Accumulated Hours will not be eligible for cash payment except as required by law. Effective March 31, 2018, employees with Maximum Accumulated Hours above 463 will not accrue additional hours until their accumulated hours drop below 463.~~

<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	5.64	463 500
2 through 5	4,174 to 10,434	6.25	463 500
5 through 10	10,435 to 20,870	7.32	463 500
10 through 15	20,871 to 31,305	8.55	463 500
15 through 20	31,306 to 41,741	9.16	463 500
20 through 25	41,742 to 52,177	9.77	463 500
25 or greater	52,178 or more	10.08	463.00 500

ARTICLE 16: SICK LEAVE

16.1 Sick Leave Accrual

Each full-time employee in a regular, allocated position shall accrue and accumulate sick leave with full pay at the rate of 3.680 hours for each completed eighty hour (80) paid in-service hours. 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 in allocated positions 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.

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16.2 Sick Leave Use

Earned sick leave credits may, with the approval of the department head, be used by the employee, as outlined below:

16.2.1 Sick Leave Use – Non-FMLA/CFRA/PDL Leave:

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

- A. Employee Illness: during the employee's own incapacity due to illness or injury;
- B. Employee Treatment or Examination: during the time needed by the employee to undergo medical or dental treatment or examination;
- C. For Care of a Family Member: for diagnosis, care or treatment of a health condition of, or preventative care for the employee family member. For leave under this section 16.2.1, "family member" is defined as a:
 - 1. child (defined as biological, adopted, or foster child, stepchild, legal ward, or a child to who the employee stands in place of a parent, regardless of age or dependency status);
 - 2. parent (defined as a biological, adoptive, or foster parent, stepparent, or legal guardian, or other person who stood in place of a parent to the employee or the employee's spouse or domestic partner when the employee was a child. A biological or legal relationship in not necessary for a person to have stood in place of a parent to the employee as a child);
 - 3. employee's spouse or registered domestic partner;
 - 4. grandparent, grandchild, or sibling of the employee or the employee's spouse or registered domestic partner.

Sick leave use for family members listed in this section 16.2.1(C) 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. "Occurrence" means per illness or related incidents. The 48 hours do not have be consecutive.

California "Kin Care" (Labor Code 233) provides that an employee may use an amount of paid sick leave each calendar year that is equal to the amount of time that would normally accrue in a six month period and may be used in the same manner as other sick leave described in this section 16.2.1 Kin Care provisions run concurrent with other protected leaves and do not extend the maximum period of leave to which the employee is entitled to

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under FMLA or CFRA.

D. Domestic Violence, Sexual Assault, or Stalking: When an employee is a victim of domestic violence, sexual assault or stalking, to work to obtain or attempt to obtain any relief, including but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of themselves or their child(ren); to seek medical attention for injuries caused by domestic violence, sexual assault or stalking; obtain services from a domestic violence shelter, program or rape crisis center as a result of domestic violence, sexual assault or stalking; obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking; participate in safety planning or take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation. Documentation may be required for approval of use of sick leave under this provision, pursuant to section 16.3 Sick Leave Documentation.

16.2.2 Sick Leave Use - FMLA/CFRA/PDL Qualifying Leave

In accordance with The Family and Medical Leave Act (FMLA), the California Family Rights Act (CFRA), and the Pregnancy Disability Act (PDA) earned sick leave credits may, with the approval of the Department Head, be used by an employee as follows:

- a. Employee Illness: During the employee's own incapacity due to illness or injury.
- b. Employee Treatment or Examination: During the time needed by the employee to undergo medical or dental treatment or examination.
- c. Disabled by Pregnancy: 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. Care of Family Member: 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.

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Child is defined as biological, adopted, or foster child, stepchild, legal ward, or a child to who the employee stands in place of a parent, who is either under 18 years of age or an adult dependent child. An adult dependent child is an individual who is 18 years of age or older and who is incapable of self-care because of a mental or physical disability within the meaning of Government Code Section 12926(j) and (l).

(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 place of a parent to the employee when the employee was a child. A biological relationship is not necessary for a person to have stood in place of a parent to the employee as a child. Parent does not include parent-in-law.)

For FMLA/CFRA qualifying events to care for a covered family member incapacitated by injury or illness under this paragraph (d), employees are allowed to use up to 480 hours of accrued sick leave per eligible event, and not to exceed the number of hours authorized by medical certification. CFRA bonding leave does not qualify for use of sick leave.

Information on FMLA/CFRA/PDL eligibility, documentation, and benefit and pay status is provided under Section 16.9 Family Care and Medical Leave.

16.3 Sick Leave – Documentation

16.3.1 Annual Period – Allocated Employees:

“Annual period” is a twelve month period beginning with the employee’s first day of work in an allocated assignment. For employees on staff on July 1, 2015, the annual period began July 1, 2015, and ends June 30, 2016. For employees who begin work after July 1, 2015, the annual period begins on their first day of work. (This is not the same as the annual calendar used under FMLA/CFRA/PDL qualifying events.)

16.3.2 First Forty Eight Hours:

For new employees, the first 48 hours, or number of hours equal to 6 days of the employees regular schedule (whichever is greater), of accrued sick leave used by an employee in the first annual period will be applied to and subject to the provisions of the California paid Sick Leave law until January 1st and on a calendar year basis thereafter. During this period, if the need for paid sick leave is foreseeable, the employee shall provide reasonable advanced notice. If the need for paid sick leave is unforeseeable, the employee shall provide notice of the need for the leave as soon as practicable. If the County has reasonable suspicion of sick leave abuse, a signed medical certification may be required for each use of accrued sick leave to the extent permissible

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by law.

16.3.3 Subsequent Hours:

For use of accrued sick leave beyond the first 48 hours or number of hours equal to six (6) days in the annual or calendar period (consecutive or non-consecutive), as described above, a signed medical certification may be required for each use of accrued sick leave. Reasonable medical certification of incapacity shall be required for sick leave use of more than 48 consecutive work hour's duration.

16.3.4 FMLA/CFRA/PDL:

If use of accrued sick leave is for an FMLA, CFRA, or PDL qualifying event, medical certification is required, in accordance with the law, and as outlined in the Medical Leave Policy.

16.4 Restoration of Accrued Sick Leave

When an employee separates from County employment, and returns to County employment within one year from the separation date, any accrued sick leave remaining on account will be restored to the employee upon rehire, provided the accrued leave was not otherwise used, paid out or converted to service credit. If the termination date is in the middle of the pay period, end of pay period date will apply.

16.5 Sick Leave Conversion At Regular Retirement

Each employee who separates from County service on regular, non-disability retirement shall convert one hundred percent (100%) of 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.

16.6 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 16.5 (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.

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16.7 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.

16.8 Sick Leave Distribution At Disability Retirement Or Duty Related Death

The County shall pay each employee separated from County service by a disability retirement or duty related death 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.

16.9 Family Care & Medical Leave Under FMLA and CFRA

16.9.1 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.

16.9.2 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 12 months, which need not be consecutive, and have actually worked at least 1,250 hours during the 12 month period immediately preceding the commencement of the leave.

16.9.3 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:

16.9.3.1 The birth of a child and to care for the newborn child (FMLA and CFRA);

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- 16.9.3.2 The placement with the employee of a child for adoption or foster care and care for the newly placed child (FMLA and CFRA);
- 16.9.3.3 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 under this provision.)
- 16.9.3.4 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.)
- 16.9.3.5 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.

16.9.4 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. (This 12 month period used under FMLA/CFRA to determine sick leave eligibility is separate from the "annual period" defined in 16 .3.1.)

- 16.9.4.1 An eligible employee's entitlement under Section 16.8.4 is limited to a total of twenty-six (26) workweeks of leave

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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.

16.9.4.2 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.

16.9.5 Pay Status And Benefits

16.9.5.1 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.

16.9.5.2 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 16.9 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.

16.9.6 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.

16.9.7 Relationship To Pregnancy Disability Leave

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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.

16.9.8 Notice To The County

16.9.8.1 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.

16.9.8.2 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.

16.9.8.3 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.

16.9.9 Medical Certification

16.9.9.1 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.

16.9.9.2 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.

16.9.9.3 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

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employee's care provider that the employee is able to resume work.

16.9.9.4 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.

16.9.10 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.

~~16.9.11 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.~~

16.9.~~12~~11 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.

16.9.~~13~~12 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.

16.9.~~14~~13 Leaves Of Absence Without Pay Usage Reference Table

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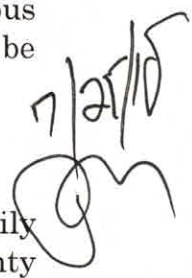
Employees in regular, allocated positions will be required to use accrued paid leaves before a leave of absence without pay as shown in the following table:

<u>MOU Section</u>	<u>Sick</u>	<u>Vacation</u>	<u>CTO</u>	<u>Comment</u>
During the employee's own incapacity due to illness or injury.	Yes. You may keep 40 hrs.	No	No	
During the time needed by the employee, or for an employee's family member to undergo medical or dental treatment or examination.	Yes. You may keep 40 hrs.	No	No	
When a woman employee is disabled by pregnancy.	Yes. You may keep 40 hrs.	No	No	
When the employee's family member is incapacitated by illness/injury and the employee must care for him/her, or for care, exam or treatment of a family member. *	Yes. Up to 48 hours. (You may keep 40 hrs.)	Yes	Yes	You may keep 40 hours in any combination of Vacation & CTO
Non-sick FMLA/CFRA** qualifying event (e.g., child bonding leave*)	No	No	No	
Approved. undisclosed reason or extended vacation	No	Yes	Yes	Must use all Vac. & CTO

*In the event an employee is eligible to receive Paid Family Leave to care for the serious health condition of a family member or to bond with a new child, they will not be required to use sick, vacation or CTO time, while receiving that benefit.

**Family and Medical Leave Act (FMLA)/California Family rights Act (CFRA).

16.9.1514 This Section 16.9 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 (16.9) provided it is consistent with the applicable provisions of the Sonoma

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County Civil Service Rules, County leave policies, and other provisions of this memorandum.

16.10 Paid Parental Leave * [open]

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16.10.1 Eligibility

Effective 10/1/18, for eligible events that occur on or after Board adoption of this MOU, any permanent or probationary employee who has been continuously employed by the County for at least 12 months prior to the start of the leave shall be eligible for Paid Parental Leave (PPL) to use within 12 months of the following events:

- Birth of a child of the employee, the employee's spouse, or the employee's domestic partner
- Placement of a child with the employee's family for adoption or foster care

For the purposes of PPL, the definition of "parent" and "child" are as defined by the California Family Rights Act.

16.10.2 Benefit and Use

Eligible employees shall be granted 320 PPL hours to use within 12 months of the qualifying event. Part-time employees shall be eligible for a pro-rated number of PPL hours, based on allocated FTE.

PPL is based on a 12 month rolling calendar. No more than 320 PPL hours may be used in any 12 month period.

PPL is based on the employee's base hourly wage plus cash allowance. It is considered "paid status" for the purpose of merit, seniority, premiums, vacation and sick leave accrual, and County benefit eligibility and contributions.

PPL is pensionable and counts towards retirement service credit.

PPL may be used in a block of continuous time or as intermittent leaves as arranged in advance. Unless approved by the Director of Human Resources, PPL cannot be used retroactively.

Use of PPL shall not be cause for an employee to lose his/her current assignment on a permanent basis; however, assignments may be altered to accommodate the employee's or department's operational needs when working a reduced work schedule.

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An employee in a disability period following birth of a child must use sick leave down to 40 hours before using PPL.

16.10.3 Coordination of Benefits & Leaves

PPL can be fully integrated with any short-term disability or California Paid Family Leave program. STD and PFL will not reduce PPL leave entitlement. For time covered by FMLA/CFRA job protected leave for bonding, PPL must be used prior to other accrued leave or Leave Without Pay. If an employee has exhausted FMLA/CFRA entitlements, PPL must be used prior to Leave Without Pay for arranged leaves for the purpose of bonding. Scheduling of non-CFRA protected PPL is subject to department approval. PPL does not need to be used when an employee is on leave for reasons other than bonding. To the extent FRA leave is available, it will run concurrently with PPL.

16.10.4 Program Review Process

County and DSLEM Representatives will meet to discuss any unanticipated issues that arise, including administrative and legal issues.

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;

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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.

7/25/18



7.25.18

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.

32.9 HRA Contributions for Future Retirees – Reopener [Omitted]

~~The County and the Association agree to a reopener to begin no later than 90 days following Board approval of the MOU to discuss options to provide future retirees covered by Section 6.2 with HRA contributions in lieu of County contributions to medical plans described in Section 6.2 B. (County Contributions Toward Retiree Medical Plans – Employees Hired Before January 1, 2009). The parties agree to include in these discussions, options for resolution of outstanding issues related to the DSA Retiree Medical Trust in Section 6.6.7. It is the parties' intention to complete these reopener discussions within 120 days of the Board's approval of the MOU.~~

JJ 7.25.18
7/25/18
[Signature]

JJ 7.25.18

~~32.10 Favored Nation Clause – Reopener~~

If, during the term of this extension another bargaining unit other than 0049 (Board of Supervisors), 0050 (Administrative Management), and 0052 (Department Heads) receives an increase or improvement in compensation or other economic benefits that is greater than agreed to by DSLEM, the County agrees to open the MOU and meet and confer with DSLEM on the subject of compensation.

JJ 7.25.18
7/25/18
[Signature]

MEMORANDUM

To: Marcia Chadbourne
County of Sonoma

From: Thomas M. Morrison, Jr.

Date: August 7, 2018

Re: **Retiree Health (OPEB) Plan
Alternative Plan Design to the June 30, 2017 Valuation Under GAS 74/75**

In the attached exhibits, we have provided the liability summaries for the following current and alternative plan design for the active members from the Deputy Sheriffs and Law Enforcement Management bargaining units. The calculations are consistent with our memo as of May 7, 2018 and are based on the June 30, 2017 Actuarial Valuation under GAS 74/75. These calculations are provided in compliance with California Government Code §7507.

CURRENT PLAN

Post July 1, 2016 Group

(For eligible retirees hired prior to January 1, 2009 and retired on or after July 1, 2016)

For eligible retirees hired prior to January 1, 2009 with 10 years of service, the County provides a payment of \$500/month, provided the retiree enrolls in a County-provided medical plan, plus a Medicare Part B reimbursement of \$96.40/month. In addition, for all eligible retirees, the County provides an implicit subsidy.

ALTERNATIVE 1

Post July 1, 2016 Group

(For eligible retirees hired prior to January 1, 2009 and retired on or after July 1, 2016)

For eligible retirees hired prior to January 1, 2009 with 10 years of service the County provides:

- Payment of \$500/month with no medical enrollment requirement.
- Continued implicit subsidy, allowing retirees under age 65 to purchase health insurance from the County at blended active/retiree rates.
- No Medicare Part B reimbursement.

Marcia Chadbourne
County of Sonoma
August 7, 2018
Page 2

The Total OPEB Liability for these groups slightly decreased by \$69,442 from \$17,424,444 to \$17,355,002 overall.

CONCLUSION

Exhibit 1 shows the comparison of cost of the proposed plan to the current plan for the Deputy Sheriffs and Law Enforcement Management bargaining units. Except as noted above, the results are based on the data, actuarial cost method, and other assumptions used in the June 30, 2017 actuarial valuation, using census data as of June 30, 2016. Exhibit 1 shows the liability summaries for the current plan, including the SCARE* Settlement agreement and alternative plan designs as outlined in the proposed Tentative Agreement between the County of Sonoma and the Deputy Sheriffs and Law Enforcement Management Associations. Exhibit 2 shows the actuarial assumptions used in the current plan. Exhibit 3 shows a summary of current plan provisions. Exhibit 4 shows a summary of participant data used in our analysis.

The calculations in this memo were prepared under the supervision of Mary Kirby, FSA, FCA, MAAA. We look forward to discussing any questions or comments you may have.

Please feel free to contact us if you would like to discuss these further.

TJH/bqb
Attachment

cc: Mary Kirby
Harold Cooper
Robert Mitchell

* Sonoma County Association of Retired Employees vs. County of Sonoma

EXHIBIT 1**Comparison of Current and Alternative Plan Designs****SUMMARY OF VALUATION RESULTS CURRENT FOR ACTIVE MEMBERS AS OF JUNE 30, 2017
USING METHODS AND ASSUMPTIONS PRESCRIBED BY GAS 74/75****Deputy Sheriffs (DSA 0046)**

OPEB Liability	Plan Provisions Reflected in Valuation as of June 30, 2017⁽¹⁾	Valuation Based Upon Alternative 1⁽²⁾	Difference
Implicit Subsidy Liability	\$4,908,232	\$4,908,232	\$0
Medicare Part B Liability	559,062	0	(559,062)
Cash Subsidy Liability	<u>6,425,672</u>	<u>6,920,889</u>	<u>495,217</u>
Total OPEB Liability	\$11,892,966	\$11,829,121	(\$63,845)

Deputy Sheriffs (DSA 0047)

OPEB Liability	Plan Provisions Reflected in Valuation as of June 30, 2017⁽¹⁾	Valuation Based Upon Alternative 1⁽²⁾	Difference
Implicit Subsidy Liability	\$1,461,152	\$1,461,152	\$0
Medicare Part B Liability	187,217	0	(187,217)
Cash Subsidy Liability	<u>2,129,101</u>	<u>2,311,401</u>	<u>182,300</u>
Total OPEB Liability	\$3,777,470	\$3,772,553	(\$4,917)

Law Enforcement Management (DSLEM 0043)

OPEB Liability	Plan Provisions Reflected in Valuation as of June 30, 2017⁽¹⁾	Valuation Based Upon Alternative 1⁽²⁾	Difference
Implicit Subsidy Liability	\$666,919	\$666,919	\$0
Medicare Part B Liability	89,825	0	(89,825)
Cash Subsidy Liability	<u>997,264</u>	<u>1,086,409</u>	<u>89,145</u>
Total OPEB Liability	\$1,754,008	\$1,753,328	(\$680)

⁽¹⁾ All future retirees on or after 7/1/2016 and hired before 2009: Up to \$500/month if enrollment in a County medical plan. Continued Medicare Part B reimbursement of \$96.40 and implicit subsidy, allowing retirees under age 65 to purchase health insurance at blended active/retiree rates.

⁽²⁾ All future retirees on or after 7/1/2016 and hired before 2009: \$500/month with no medical enrollment requirement. Removed the Medicare Part B reimbursement of \$96.40, continue implicit subsidy, allowing retirees under age 65 to purchase health insurance at blended active/retiree rates.

EXHIBIT 1**Comparison of Current and Alternative Plan Designs (Continued)**

The Net OPEB liability was measured as of June 30, 2017.

Actuarial assumptions: The total OPEB liability was determined by an actuarial valuation as of June 30, 2017 using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	3.00%
Investment rate of return on Plan assets	6.50%, net of OPEB plan investment expense, including inflation
Other assumptions	See analysis of actuarial experience shown in the January 1, 2012 through December 31, 2014 Actuarial Experience Study dated October 2, 2015 and the Economic Actuarial Assumption Study for December 31, 2015 Actuarial Valuation dated September 30, 2015 for the Sonoma County Employees' Retirement Association (SCERA).

The long-term expected rate of return on OPEB plan investments was determined using a building-block method in which the expected future real rates of return (expected returns, net of inflation) are developed for each major asset class. These returns are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage, adding expected inflation and subtracting expected investment expenses and a risk margin. The target allocation and projected arithmetic real rates of return for each major asset class, after deducting inflation, but before investment expenses, is used in the derivation of the long-term expected investment rate of return assumption.

Discount rate: The discount rates used to measure the total OPEB liability was 3.78% as of June 30, 2017. The projection of cash flows used to determine the discount rate assumed that employer contributions will be made at rates proportional to the actuarially determined contribution rates. For this purpose, employer contributions that are intended to fund benefits of current plan members and their beneficiaries are included. Projected employer contributions that are intended to fund the service costs for future plan members and their beneficiaries are not included. Based on those assumptions, the OPEB plan's fiduciary net position was projected to be available to make all projected future benefit payments for current plan members through the fiscal year ending June 30, 2025.

EXHIBIT 2**Actuarial Assumptions Current Plan**

Rationale for Demographic and Noneconomic Assumptions:

The information and analysis used in selecting each demographic (mortality, retirement, disability and turnover) assumption that has a significant effect on this actuarial valuation is shown in the experience study for the Sonoma County Employees' Retirement Association, using experience from January 1, 2012 through December 31, 2014.

The information and analysis used in selecting the salary scale and inflation is shown in the Economic Actuarial Assumption Study dated September 30, 2015 for the Sonoma County Employees' Retirement Association's December 31, 2015 Actuarial Valuation.

Post-Retirement Mortality Rates:

Healthy Retirement:

For General Members: Headcount-Weighted RP-2014 Healthy Annuitant Table projected 20 years with the two-dimensional scale MP2014D set back one year for males and set forward one year for females.

For Safety Members: Headcount-Weighted RP-2014 Healthy Annuitant Table projected 20 years with the two-dimensional scale MP2014D set back one year.

Disabled Retirement:

Headcount-Weighted RP-2014 Healthy Annuitant Table projected 20 years with the two-dimensional scale MP20142D set forward five years.

For Safety Members: Headcount-Weighted RP-2014 Healthy Annuitant Table projected 20 years with the two-dimensional scale MP20142D set forward four years.

The mortality tables shown above were determined so as to reasonably reflect future mortality improvement, based on a review of the mortality experience in the January 1, 2012 – December 31, 2014 Actuarial Experience Study.

EXHIBIT 2**Actuarial Assumptions Current Plan (Continued)**

Termination Rates Before Retirement:**Mortality Rates:**

Age	Rate (%)			
	General		Safety	
	Male	Female	Male	Female
30	0.02	0.01	0.02	0.01
35	0.03	0.01	0.03	0.01
40	0.03	0.02	0.03	0.02
45	0.05	0.03	0.05	0.03
50	0.08	0.06	0.08	0.06
55	0.14	0.09	0.14	0.09
60	0.23	0.12	0.23	0.12

EXHIBIT 2**Actuarial Assumptions Current Plan (Continued)**

Disability Rates:

Age	Rate (%)	
	General⁽¹⁾	Safety⁽²⁾
20	0.05	0.06
25	0.05	0.16
30	0.08	0.38
35	0.13	0.65
40	0.18	0.90
45	0.29	1.60
50	0.38	2.30
55	0.43	2.80
60	0.51	0.00

⁽¹⁾ 50% of General disabilities are assumed to be service connected disabilities. The other 50% are assumed to be non-service connected disabilities.

⁽²⁾ 95% of Safety disabilities are assumed to be service connected disabilities. The other 5% are assumed to be non-service connected disabilities.

EXHIBIT 2**Actuarial Assumptions Current Plan (Continued)**

Withdrawal Rates:

Years of Service	Rate (%)	
	Withdrawal (< 5 Years of Service)	
	General	Safety
0	6.0	4.0
1	4.0	2.4
2	3.0	1.6
3	2.5	1.6
4	2.0	1.6

Age	Rate (%)	
	Withdrawal (5+ Years of Service)	
	General	Safety
20	1.50	1.60
25	1.50	1.60
30	1.50	1.26
35	1.05	0.70
40	0.60	0.34
45	0.48	0.14
50	0.34	0.00
55	0.24	0.00
60	0.14	0.00

No withdrawal is assumed after a member is assumed to retire.

EXHIBIT 2**Actuarial Assumptions Current Plan (Continued)**

Termination Rates Before Retirement:**Vested Termination Rates:**

Rate (%)		
Vested Termination (<5 Years of Service)		
Years of Service	General	Safety
0	6.25	6.00
1	5.50	4.00
2	4.00	4.00
3	3.00	4.00
4	3.00	4.00

Rate (%)		
Vested Termination (5+ Years of Service)		
Age	General	Safety
20	3.00	4.00
25	3.00	4.00
30	3.00	3.40
35	3.00	2.10
40	2.40	1.05
45	2.00	0.60
50	2.00	0.00
55	1.70	0.00
60	1.50	0.00

No vested termination is assumed after a member is assumed to retire.

EXHIBIT 2**Actuarial Assumptions Current Plan (Continued)**

Retirement Rates:

Age	Rate (%)					
	General			Safety		
	Plan A Before 30 Years	Plan A 30 or More Years	Plan B	Plan A Before 30 Years	Plan A 30 or More Years	Plan B
50	7.0	10.0	0.0	14.0	10.0	4.0
51	7.0	10.0	0.0	16.0	12.0	5.0
52	7.0	12.0	4.0	16.0	18.0	6.0
53	8.0	16.0	1.5	18.0	25.0	6.0
54	9.0	20.0	2.5	24.0	50.0	8.0
55	10.0	25.0	2.5	30.0	100.0	20.0
56	10.0	30.0	4.5	30.0	100.0	15.0
57	10.0	30.0	5.5	25.0	100.0	15.0
58	15.0	30.0	6.5	25.0	100.0	20.0
59	20.0	40.0	7.5	25.0	100.0	20.0
60	25.0	40.0	8.5	100.0	100.0	100.0
61	25.0	45.0	9.5	100.0	100.0	100.0
62	30.0	45.0	14.5	100.0	100.0	100.0
63	30.0	45.0	16.5	100.0	100.0	100.0
64	30.0	45.0	19.0	100.0	100.0	100.0
65	30.0	45.0	24.0	100.0	100.0	100.0
66	40.0	45.0	20.0	100.0	100.0	100.0
67	40.0	50.0	20.0	100.0	100.0	100.0
68	50.0	50.0	20.0	100.0	100.0	100.0
69	80.0	80.0	20.0	100.0	100.0	100.0
70	100.0	100.0	100.0	100.0	100.0	100.0

EXHIBIT 2**Actuarial Assumptions Current Plan (Continued)**

Future Benefit Accruals:	1.0 year of service per year.
Unknown Data for Members:	Same as those exhibited by members with similar known characteristics. If not specified, members are assumed to be male.
Definition of Active Members:	First day of pay period following employment.
Net Investment Return on Plan Assets:	6.50%, net of investment expenses.
Net Investment Return on Non-Plan Assets	3.58%
Actuarial Value of Assets:	Market value of assets
Data:	Detailed census data and financial data for postemployment benefits were provided by the County of Sonoma.
Actuarial Cost Method:	Entry Age, Level % of pay
Measurement Date:	June 30, 2017
Census Date:	June 30, 2016
Annual Inflation Rate:	3.00%
Annual Payroll Growth:	3.50%

EXHIBIT 2**Actuarial Assumptions Current Plan (Continued)**

Annual Rate of Compensation Increase (%)

Salary Scale:

Inflation: 3.00% per year; plus “Across the Board” salary increases of 0.50% per year; plus Merit and Promotion increases as follows:

Years of Service	General	Safety
0	6.00	8.50
1	5.00	4.75
2	3.75	3.75
3	2.50	2.75
4	1.50	1.75
5+	0.50	0.50

Administrative Expenses:*HMOs*

Administrative expenses were included in the premiums, not valued separately.

County Plan

An annual ASO fee for Fiscal Year 2016-2017 of \$322 per retired life was valued.

Other

We include any expense associated with benefits (ASO, for example) or any administrative fees paid out of an OPEB trust. In accordance with the GASB Implementation Manual, we do not include County personnel or system costs to operate the plan.

Marital Status:

At the time of retirement, 70% of male employees and 35% of female employees are assumed to have spouses who elect coverage.

Spouse Age Difference:

Husbands are assumed to be 3 years older than their wives.

Participation:

Active employees hired before January 1, 2009 with medical coverage, 90% are assumed to continue medical coverage at retirement.

Active employees hired on and after January 1, 2009, 0% are assumed to elect medical coverage at retirement.

EXHIBIT 2**Actuarial Assumptions Current Plan (Continued)**

**Health Care Cost
Subsidy Trend Rates:**

Health care trend measures the anticipated overall rate at which health plan costs are expected to increase in future years. Trend rates are used to increase the stated subsidies into the future. For example, if the County Plan drug cost for the plan year 2016-2017 was \$1,000, the assumed cost for 2017-2018 would be \$1,075 [(\$1,000 x (1+7.50%))].

Year Ending June 30	County Health Plan Prescription Drug	County Health Plan Medical	HMO	Medicare Part B Premium*
2017	7.50%	8.50%	**	0.00%
2018	7.00%	8.00%	6.75%	0.00%
2019	6.50%	7.50%	6.50%	0.00%
2020	6.00%	7.00%	6.25%	0.00%
2021	5.50%	6.50%	6.00%	0.00%
2022	5.00%	6.00%	5.75%	0.00%
2023	5.00%	5.50%	5.50%	0.00%
2024	5.00%	5.00%	5.25%	0.00%
2025 and later	5.00%	5.00%	5.00%	0.00%

* *Note that we have assumed that under the new plan, Sonoma County will not increase its reimbursement beyond the 2008 calendar year premium level of \$96.40.*

***Varies based on actual renewal.*

EXHIBIT 2**Actuarial Assumptions Current Plan (Continued)**

Plan Design:

Development of plan liabilities was based on the substantive plan of benefits in effect as described in Exhibit III.

Per Capita Cost Development:*Blue Cross (Medical and Drugs)*

Per capita claims costs were based on actual paid claim experience furnished by the County for the period July 1, 2013 through June 30, 2016. Claims were separated by plan year and participant status (Medicare vs. Non-Medicare), then adjusted as follows:

- paid claims were multiplied by a factor to yield an estimate of incurred claims,
- total claims were divided by the number of adult members to yield a per capita claim,
- the per capita claim was trended to the midpoint of the valuation year at assumed trend rates, and
- the per capita claim was adjusted for the effect of any plan changes.

Per capita claims for each plan year were then combined by taking a weighted average. The weights used in this average account for a number of factors including each plan year's volatility of claims experience and distance to the valuation year. Actuarial factors were then applied to the weighted average cost to estimate individual retiree and spouse costs by age and by gender.

HMO Plan (Medical and Drugs)

Per capita costs were based on the actual HMO monthly premiums. Actuarial factors were applied to the non-Medicare premiums to estimate individual retiree and spouse costs by age and by gender.

Other

The monthly subsidy for Medicare Part B premiums for the year 2016-17 was \$96.40, resulting in an annualized premium of \$1,157.

EXHIBIT 2

Actuarial Assumptions Current Plan (Continued)

Per Capita Costs (continued)

Age	Kaiser Permanente Traditional HMO				Kaiser Permanente Hospital Services DHMO			
	Retiree		Spouse		Retiree		Spouse	
	Male	Female	Male	Female	Male	Female	Male	Female
50	\$9,068	\$10,329	\$6,334	\$8,294	\$8,516	\$9,700	\$5,949	\$7,789
55	10,769	11,119	8,476	9,600	10,114	10,442	7,960	9,016
60	12,790	11,985	11,347	11,134	12,011	11,255	10,656	10,457
64	14,673	12,714	14,324	12,531	13,780	11,940	13,452	11,769
65	3,785	3,217	3,785	3,217	N/A	N/A	N/A	N/A
70	4,387	3,467	4,387	3,467	N/A	N/A	N/A	N/A
75	4,727	3,732	4,727	3,732	N/A	N/A	N/A	N/A
80	5,090	4,023	5,090	4,023	N/A	N/A	N/A	N/A

Age	Kaiser Permanente Deductible First DHMO				Sutter			
	Retiree		Spouse		Retiree		Spouse	
	Male	Female	Male	Female	Male	Female	Male	Female
50	\$7,196	\$8,196	\$5,026	\$6,581	\$9,265	\$10,554	\$6,472	\$8,474
55	8,546	8,823	6,726	7,618	11,004	11,361	8,660	9,809
60	10,149	9,510	9,004	8,835	13,068	12,245	11,593	11,376
64	11,644	10,089	11,366	9,944	14,992	12,990	14,635	12,804
65	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
70	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
75	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
80	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

EXHIBIT 2

Actuarial Assumptions Current Plan (Continued)

Per Capita Costs (continued)

Age	Western Health Advantage				UHC-AARP			
	Retiree		Spouse		Retiree		Spouse	
	Male	Female	Male	Female	Male	Female	Male	Female
50	\$8,635	\$9,835	\$6,031	\$7,897	N/A	N/A	N/A	N/A
55	10,255	10,587	8,071	9,141	N/A	N/A	N/A	N/A
60	12,178	11,412	10,804	10,602	N/A	N/A	N/A	N/A
64	13,972	12,106	13,639	11,932	N/A	N/A	N/A	N/A
65	N/A	N/A	N/A	N/A	\$2,614	\$2,222	\$2,614	\$2,222
70	N/A	N/A	N/A	N/A	3,030	2,395	3,030	2,395
75	N/A	N/A	N/A	N/A	3,265	2,578	3,265	2,578
80	N/A	N/A	N/A	N/A	3,516	2,779	3,516	2,779

Age	County Plan							
	Medical				Drug			
	Retiree		Spouse		Retiree		Spouse	
Male	Female	Male	Female	Male	Female	Male	Female	
50	\$10,064	\$11,464	\$7,030	\$9,205	\$3,047	\$3,470	\$2,128	\$2,786
55	11,953	12,340	9,407	10,655	3,618	3,736	2,848	3,225
60	14,195	13,301	12,593	12,357	4,297	4,026	3,812	3,741
64	16,285	14,111	15,898	13,908	4,930	4,271	4,812	4,210
65	1,799	1,529	1,799	1,529	5,103	4,338	5,103	4,338
70	2,085	1,648	2,085	1,648	5,915	4,675	5,915	4,675
75	2,247	1,774	2,247	1,774	6,374	5,032	6,374	5,032
80	2,419	1,912	2,419	1,912	6,864	5,425	6,864	5,425

EXHIBIT 2**Actuarial Assumptions Current Plan (Continued)**

**Retiree Health Insurance Premiums
Used in the June 30, 2016 Valuation**

For retirees in pay status, we use the relevant premiums provided on participant records. In cases where the carrier elections are unknown, we will assume the participant elects carriers in the same proportion as current retirees in that group. The table below shows the distribution of medical insurance carriers for retirees as of June 30, 2016 and premium rates for the premium year ending May 31, 2017.

Carrier	Under Age 65			
	Election Percent			
	Assumed		2016-2017	2017-2018
County Health Plan PPO	17%	Single	\$1,296.18	N/A
		Participant + 1	2,547.92	N/A
County Health Plan EPO	5%	Single	1,067.38	N/A
		Participant + 1	2,085.06	N/A
Kaiser Permanente (California) Traditional HMO	63%	Single	695.44	\$754.14
		Participant + 1	1,390.90	1,508.29
Kaiser Permanente (California) Hospital Service DHMO	4%	Single	559.94	607.20
		Participant + 1	1,119.88	1,214.40
Kaiser Permanente (California) Deductible First DHMO	4%	Single	519.60	563.45
		Participant + 1	1,039.20	1,126.91
Sutter Health Plan HMO	7%	Single	575.06	575.06
		Participant + 1	1,150.20	1,150.20
Western Health Advantage HMO	0%	Single	667.36	694.38
		Participant + 1	1,334.72	1,388.78

EXHIBIT 2**Actuarial Assumptions Current Plan (Continued)**

Retiree Health Insurance Premiums Used in the June 30, 2016 Valuation (continued)

	Age 65 and Over		
	Election Percent	Single Party Over 65	
Carrier	Assumed	2016-2017	2017-2018
County Health Plan PPO	35%	N/A	N/A
County Health Plan EPO	0%	N/A	N/A
Kaiser Senior Advantage	45%	\$325.59	\$322.33
UHC AARP*	20%	\$217.84	N/A
<i>* Average based on premiums for various areas, as reported for current retirees.</i>			

EXHIBIT 2**Actuarial Assumptions Current Plan (Continued)**

Dental Subsidy

Because most retirees are assumed to pay the full cost of dental insurance, dental benefits will not be included in this valuation. County paid dental coverage will not be valued as the number of current and future retirees eligible for this benefit is de-minimis.

Medicare Part B Subsidy

We have assumed that the County of Sonoma will reimburse the basic monthly premium of \$96.40 for 2009 and thereafter with no future increases. We have assumed that retirees will pay any additional premium.

In addition, employees hired after December 31, 2008 will not receive County paid reimbursement for Medicare Part B premiums.

EXHIBIT 3**Summary of Current Plan**

This exhibit summarizes the major benefit provisions as included in the valuation. To the best of our knowledge, the summary represents the substantive plans as of the measurement date. It is not intended to be, nor should it be interpreted as, a complete statement of all benefit provisions.

Eligibility:

Participant must retire from County service, covered under a medical plan of the County at the time of retirement, and be eligible to receive a monthly pension from the Sonoma County's Employees Retirement Association (SCERA) defined benefit pension plan at the time of retirement.

- For retirees hired prior to January 1, 2009 and retired after June 30, 2016 with 10 years of service is required to receive County subsidy
 - No change in Current Plan
- For Employees hired after December 31, 2008 will not be eligible for the \$500 subsidy or the Medicare Part B Subsidy. They will continue to receive the implicit subsidy.
 - No change in Current Plan
- For retirees hired prior to January 1, 2009 and retired by June 30, 2016 with 10 years of service is required to receive County
 - Subsidized (\$500 contribution) medical coverage from June 1, 2016 through May 31, 2026
 - Subsidized (\$200 contribution) medical coverage from June 1, 2026 through May 31, 2041

Effective April 10, 2007, disability retirees are subject to the same service requirements as regular retirees¹.

In the case of a line-of-duty death, dependents of the deceased law enforcement member(s) are eligible to receive County-subsidized medical coverage².

¹ Disability retirees offered medical benefits prior to 2007 were allowed to keep this coverage, even if they did not meet the 10-year requirement.

² Pursuant to California Labor Code §4856.

EXHIBIT 3**Summary of Current Plan (Continued)**

Benefit Types:

Retirees are eligible for medical and drug benefits provided under two self-insured indemnity plans administered by Anthem Blue Cross (County Health Plan PPO or County Health Plan EPO). In addition, retirees not yet eligible for Medicare can enroll in any of three Kaiser plans, Sutter Health or Western Health Advantage HMOs, while retirees eligible for Medicare can enroll in a Kaiser HMO or a UHC AARP HMO. Medicare Part B premiums are reimbursed by the County to eligible retired members at a fixed contribution of \$96.40 per month, but not to dependents.

In addition, retirees are eligible for dental benefits from Delta Dental at full cost to the retiree. Since these benefits are fully paid by the retirees, they have been excluded from this valuation.

Duration of Coverage:

Except as noted above, lifetime, subject to continuing support by the Board of Supervisors

Dependent Benefits:

Same as retirees

Dependent Coverage:

Benefits are available for dependents. However, the County does not subsidize coverage for all dependents, except as noted in footnote 2 on first page of Exhibit III.

As of April 2007, disabled retirees qualify for dependent coverage the same as regular retirees.

**County Contributions
Toward Benefit:**

Retirees may elect to enroll in any County offered medical plan and shall pay for all costs in excess of the County contribution dollar amount. For plans with premiums under the dollar subsidy level, the County will pay the full cost of the coverage up to that subsidy level per month.

Most retirees are responsible for the full cost of dental coverage. Therefore, no retiree dental costs have been reflected in this valuation.

**Medicare Integration
for the PPO Plan:**

Carve-out method in which the plan benefit is first determined without regard to Medicare payments, and is then reduced by the amount of such payment

EXHIBIT 4**Summary of Participant Data**

	June 30, 2016		
	Deputy Sheriffs (DSA 0046)	Deputy Sheriffs (DSA 0047)	Law Enforcement Management (DSLEM 0043)
Active Participants*			
Number	121	30	13
Average age	43.8	47.5	49.1
Average years of service	14.8	19.7	21.9
Average expected retirement age	53.8	53.9	54.2

** Actives hired prior to January 1, 2009*



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Andy Yeung ASA, MAAA, FCA, EA
Vice President & Actuary
ayeung@segalco.com

VIA E-MAIL & USPS

August 6, 2018

Ms. Julie Wyne
Chief Executive Officer
Sonoma County Employees' Retirement Association
433 Aviation Boulevard, Suite 100
Santa Rosa, CA 95403-1069

**Re: Sonoma County Employees' Retirement Association (SCERA)
Disclosure under Government Code Section 31515.5 in compliance with
Section 23026 – DSLEM**

Dear Julie:

As requested, we are providing this letter with our analysis of the impact of several proposed changes in elements of pay and their potential impact on cost to provide benefits through SCERA as required under California Government Code Section 31515.5 in compliance with Section 23026.

BACKGROUND

We have been asked to prepare a Disclosure for the above Government Code Sections regarding salary changes proposed for approximately 14 Safety County members covered under DSLEM. The proposed changes in salaries and benefits that we have reviewed were provided by the County and are outlined in Exhibit 1 attached.

Prior to authorizing changes in salaries or benefits, we understand that the above Government Code Sections require certain disclosures be provided, including an explanation of the financial impact that the proposed benefit change or salary increase will have on the funding status of the county employees' retirement system.

RESULTS

After reviewing the proposed salary increases for employees covered under DSLEM as provided by the County and outlined in Exhibit 1, we have concluded that the assumptions applied in the December 31, 2016 Valuation to develop the employer costs for the 2018/2019 Fiscal Year for the Safety County membership group, are sufficient to cover the costs of the proposed salary increases under item 1 for this group. Further, the savings from the proposed salary increases are sufficient to cover the increase in the County's normal cost contributions due to the paid parental leave under item 2.

The proposed salary increases under item 1, as described herein, would decrease the Safety County total employer and employee normal cost by approximately \$5,000 in the first year. When averaged over Plans A and B, a Safety County employee is expected to pay about 35% of the total normal cost¹, resulting in a decrease to the employer's normal cost contribution by roughly \$3,000. Additionally, the proposed salary increases would decrease the Safety County Unfunded Actuarial Accrued Liability (UAAL) by \$75,000, which translates to a decrease in the amortization payment by approximately \$5,000 in the first year, for a total employer contribution decrease of about \$8,000.

The proposed paid parental leave under item 2 would increase the Safety County total employee and employer normal cost contributions by approximately \$2,000 in the first year. When averaged over Plans A and B, a Safety County employee is expected to pay about 35% of the total normal cost¹, resulting in an increase to the employer's normal cost contribution by roughly \$1,000. The contribution decrease of about \$8,000 calculated above is sufficient to cover the increase in employer normal cost contributions due to the paid parental leave for a net total employer contribution decrease of about \$7,000.

ANALYSIS

Exhibit 1 (attached) outlines the proposed changes to the elements of pay. For those changes of pay elements that are deemed to be pensionable, we have included our analysis below.

Pensionable Elements of Pay

The employer costs developed in our Actuarial Valuation and Review as of December 31, 2016 includes a 3.50% annual wage growth assumption that is applied to project all future salary amounts for pension purposes.

In Exhibit 1 we have listed the two items and the associated increase in the proposed pensionable elements of pay. The total increase in Safety County salary for item 1 is expected to be approximately \$61,483. This is equivalent to \$4,392 each over the 14

¹ The 35% of the total normal cost expected to be paid by the Safety County employees reflects payment of 50% of the Normal Cost by Plan B members, however, for Plan A members it has been calculated prior to reflecting any additional contributions (i.e., above those determined under the County Employees Retirement Law of 1937 for Plan A members) that may have been agreed to be paid by those employees covered under DSLEM.

Safety DSLEM positions that have been communicated to us by the County. Even though we do not have complete data as to the exact employees who would be eligible for the proposed changes, if we take the average salary increase stated above of \$4,392 and divide it by the average Safety DSLEM member salary of \$166,505 (as provided by the County), we estimate an average increase in salary of 2.64% as a result of the proposed changes. This increase is less than our 3.50% wage increase assumption by 0.86%. Please refer to the Results section of this letter for the contribution decrease from these salary changes.

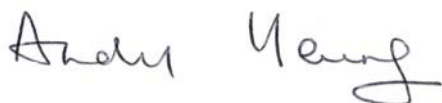
Also in Exhibit 1 we have listed the estimated increase in pensionable pay for item 2. In our December 31, 2016 valuation, the normal cost rates have been calculated assuming all members would work prospectively on a full time basis. In practice, if members subsequently take an unpaid leave then the County would recognize a normal cost contribution savings during that time (as no such contributions would be made). Under the proposed paid parental leave, a portion of the leave that would previously have been unpaid will now be paid by the County. We have estimated this increase in pay to be \$6,379, as detailed in Exhibit 1. Since the total normal cost contribution for a Safety County member (weighted for Plan A and Plan B members) is 26.40%, then the additional total normal cost contributions as a result of this proposed increase would be approximately \$2,000. Please refer to the Results section of this letter for the derivation of the employer contribution increase due to the paid parental leave.

Non-Pensionable Elements of Pay

It is our understanding that SCERA and the County have rendered a determination that Items 3 – 7 in Exhibit 1 are non-pensionable elements of pay. Therefore, these items will not have any impact on the level of benefits and will not increase the employer cost of the plan.

The undersigned is a member of the American Academy of Actuaries and I meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion herein.

Please let us know if you have any questions on this information.



Sincerely,

Andy Yeung

EK/bbf
Enclosure

Exhibit 1

Summary of Elements of Pay – DSLEM

Item	Pensionable Elements of Pay		
		Eligible Employee Count	Estimated Amount
1	One time lump sum	Safety: 14	Safety ² : \$61,483
2	Paid parental leave	Safety: 1	Safety ³ : \$6,379
	Non-Pensionable Elements of Pay		
3	8 hours of holiday time on Cesar Chavez day		
4	8 hours of floating holiday time each calendar year		
5	Increase in County’s contributions for Medical Premiums		
6	Increase in County’s contributions for Dental Premiums		
7	Increase in Maximum Accumulated Vacation Hours		

² The estimated cost for item 1 was provided directly by the County.

³ The cost for item 2 has been estimated by Segal using the following data items and formula: (i) number of eligible employees taking this leave of 1 (as provided by the County) times (ii) the average Safety DSLEM member salary of \$166,505 (as provided by the County) times (iii) the ratio of the number of hours of paid parental leave to the full-time equivalent number of hours (i.e., eight 40-hour weeks over 2088 hours) times (iv) 25% (i.e., the amount of leave that would have otherwise been unpaid).



County of Sonoma Agenda Item Summary Report

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

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

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

Board Agenda Date: August 28, 2018

Vote Requirement: Majority

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

Staff Name and Phone Number:

Sara Press, 565-7368

Supervisorial District(s):

1st District

Title: Donnell Ranch Conservation Easement Acquisition

Recommended Actions:

Adopt resolution of the Board of Directors of the Sonoma County Agricultural Preservation and Open Space District authorizing the acquisition of a conservation easement for \$3,812,000 over the Donnell Ranch property, making certain findings, and authorizing and directing the General Manager to take all other actions necessary to establish a conservation easement.

Executive Summary:

The Donnell Ranch consists of approximately 978 acres of highly visible grassland hills in southern Sonoma County. The Sonoma County Agricultural Preservation and Open Space District proposes to acquire a conservation easement over the property to protect scenic, natural, and agricultural values, ensuring that the scenic backdrop to Sonoma Valley remains intact and the grasslands continue to sequester carbon and provide water quality and quantity benefits.

Discussion:

Property

The Donnell Ranch property (property) is located at the top and generally eastern-facing scenic hillsides of the southern toe of Sonoma Mountain. The property rises from the valley floor, reaching an elevation of almost 1,000 feet above sea level, to provide an open backdrop to the southwest end of Sonoma Valley. The iconic view of rolling grasslands and oak woodlands on the property is visible from Sonoma Valley, the General Plan-designated Scenic Corridors of Highways 121, 12 and 37, the adjacent Tolay Lake Regional Park, and other protected lands. The majority of the property is within the General Plan-designated South Sonoma Mountains Scenic Landscape Unit.

There are no houses on the property, and other than for agriculture, there are no structures or improvements on the property. Approximately 67 acres of planted vineyard are located at the lower elevations of the property. Much of the rest of the rest of the property is used for cattle grazing. The property is subject to a Williamson Act contract.

Headwater streams run intermittently through the property, and there are two sag ponds located along the Rodgers Creek fault. The property overlays the Napa-Sonoma Volcanic Highlands groundwater basin. The location and undeveloped nature of the property are important for habitat connectivity between Sonoma Mountain and San Pablo Bay.

Conservation Easement

The Sonoma County Agricultural Preservation and Open Space District (Ag + Open Space) proposes to acquire a conservation easement over the Donnell Ranch that will protect the scenic hillside and wildlife connectivity while allowing for agricultural use. The conservation easement will restrict the amount of subdivision and development allowed.

The conservation easement on the Donnell Ranch will protect the scenic, agricultural, and natural resources on the property, including habitat connectivity, while allowing for recreational and educational opportunities, residential use, grazing, and up to 83 acres for agricultural cultivation by. One primary residence is allowed under the conservation easement. The property is currently owned by Bruce Donnell and must remain in one common ownership unless it is transferred into two separate ownerships during Mr. Donnell's lifetime or at time of distribution of Mr. Donnell's estate upon his death. If it is transferred into two separate ownerships, one ownership must contain the northern vineyard and the other ownership must contain the building envelope. If this right is not exercised, it will expire upon the full settlement and distribution of Mr. Donnell's estate, at which point the entire property must remain in common ownership.

Appraisal and Value

Andy Plaine of Andrew C. Plaine & Associates prepared a full narrative appraisal with a date of valuation of March 6, 2018 that concludes that the appraised value of the conservation easement is \$3,812,000. The Ag + Open Space Fiscal Oversight Commission reviewed the appraisal at its July 19, 2018 meeting and adopted its Resolution No. 2018-005 finding that a payment for up to the appraised value would not exceed fair market value for the acquisition of the conservation easement.

Acquisition Funding and Grants

Ag + Open Space and the landowner have agreed upon an acquisition price of \$3,812,000 for the conservation easement. Sonoma Land Trust received a \$720,000 grant from the Gordon and Betty Moore Foundation to contribute to the price of the conservation easement. Ag + Open Space will contribute \$3,092,000 towards the acquisition.

Conformance with Adopted Plans

Connecting Communities and the Land

The acquisition project furthers objectives in Ag + Open Space's Acquisition Plan in multiple categories:

- Greenbelts and Scenic Hillside, specifically to preserve the gateways to Sonoma County.
- Farms and Ranches, specifically to protect the diverse agricultural character and heritage of Sonoma County and to support the continued viability of farms and ranches.
- Water, Wildlife and Natural Areas and Farms and Ranches categories, specifically to preserve natural systems and lands that provide viable habitat linkages for wildlife and that support the diverse biological resources of the county.

- Recreation and Education, specifically to allow compatible public recreational uses.

Ag + Open Space Expenditure Plan

The acquisition project is consistent with the Ag + Open Space's Expenditure Plan, specifically the protection of scenic landscape units and scenic corridors, which are areas of high scenic quality including natural landscapes and backdrops that provide visual relief from urban densities and maintain the open nature of the county (Paragraph 2).

Sonoma County General Plan 2020

The acquisition project furthers several goals and policies in Sonoma County's General Plan 2020, specifically in the Land Use, and Open Space and Resource Conservation Elements as noted below:

- Identify important open space areas between and around the county's cities and communities. Maintain them in a largely open or natural character with low intensities of development. (Goal LU-5)
- Protect lands currently in agricultural production and lands with soils and other characteristics that make them potentially suitable for agricultural use. Retain large parcel sizes and avoid incompatible non-agricultural uses. (Goal LU-9)
- Encourage conservation of undeveloped land, open space, and agricultural lands, protection of water and soil quality, restoration of ecosystems, and minimization or elimination of the disruption of existing natural ecosystems and flood plains. (Policy LU-11f)
- Retain the largely open, scenic character of important Scenic Landscape Units. (Goal OSRC-2)
- Identify and preserve roadside landscapes that have a high visual quality as they contribute to the living environment of local residents and to the County's tourism economy. (Goal OSRC-3)
- Preserve the unique rural and natural character of Sonoma County for residents, businesses, visitors and future generations. (Goal OSRC-6)
- Protect and enhance the County's natural habitats and diverse plant and animal communities. (Goal OSRC-7)
- Identify and protect native vegetation and wildlife, particularly occurrences of special status species, wetlands, sensitive natural communities, woodlands, and areas of essential habitat connectivity. (Objective OSRC-7.1)
- Maintain connectivity between natural habitat areas. (Objective OSRC-7.5)
- Protect and enhance Riparian Corridors and functions along streams, balancing the need for agricultural production, urban development, timber and mining operations, and other land uses with the preservation of riparian vegetation, protection of water resources, flood control, bank stabilization, and other riparian functions and values. (Goal OSRC-8)

California Environmental Quality Act

Ag + Open Space's contribution toward the acquisition and its acceptance of a conservation easement over the Donnell Ranch property is exempt from the California Environmental Quality Act (CEQA) on several grounds. The purpose of the project is to preserve fish and wildlife habitat. (See CEQA Guidelines Section 15313 (a).) In addition, the project is exempt because the purpose is to maintain the open space character of the property. (See CEQA Guidelines Section 15317.) The project is also exempt because it is intended to preserve and restore the natural conditions, including plant and animal habitats, and allow some continued agriculture. (See CEQA Guidelines Section 15325 (a), (b), and(c).)

Recommendation

Ag + Open Space requests the Board of Directors to adopt a resolution:

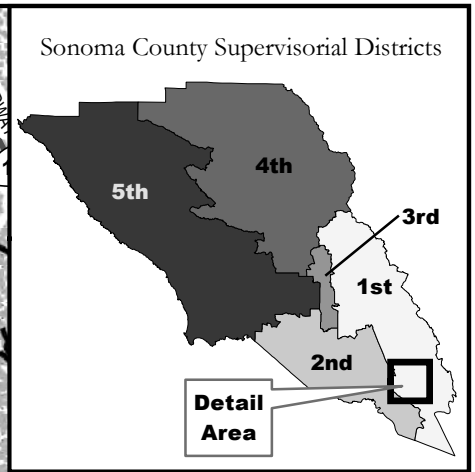
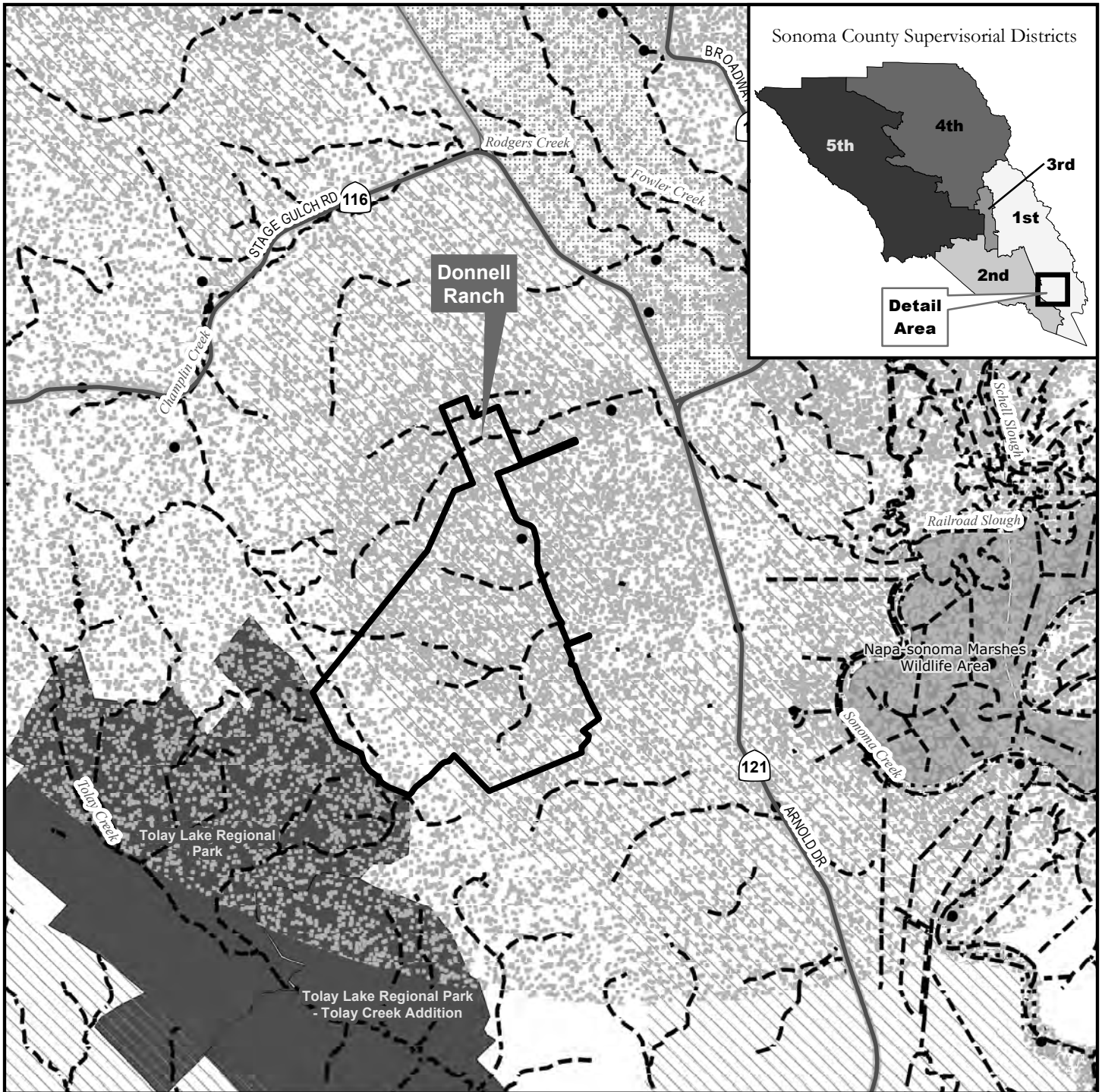
- Determining that the acquisition of the conservation easement is consistent with the 2020 Sonoma County General Plan and the District’s Expenditure Plan; and
- Finding that the acquisition of the conservation easement over the Property is exempt from CEQA and directing the filing of a notice of determination in accordance with CEQA; and
- Approving the acquisition of a conservation easement over the property for up to \$3,812,000; and
- Authorizing the Board President to execute the conservation easement and associated certificate of acceptance; and
- Directing the recordation of documents and authorizing and directing the General Manager to take all other actions necessary to complete the transaction; and
- Dedicating the conservation easement to open space purposes pursuant to Public Resources Code section 5540.

Prior Board Actions:

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

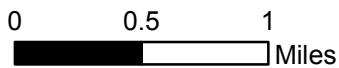
The acquisition will protect agricultural and open space land that contributes to the area’s economic vitality and provides wildlife habitat and connectivity.

Fiscal Summary			
Expenditures	FY 18-19 Adopted	FY 19-20 Projected	FY 20-21 Projected
Budgeted Expenses	\$3,812,000		
Additional Appropriation Requested			
Total Expenditures	\$3,812,000		
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other	\$3,812,000		
Use of Fund Balance			
Contingencies			
Total Sources	\$3,812,000		
Narrative Explanation of Fiscal Impacts:			
Ag + Open Space has adequate appropriations in its FY 18-19 budget for a contribution of \$3,812,000. Sonoma Land Trust will contribute \$720,000 towards the acquisition from the Gordon and Betty Moore Foundation.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
<ol style="list-style-type: none"> 1. General Plan 2020 Location Map 2. Project Structure Map 3. Resolution 			
Related Items "On File" with the Clerk of the Board:			
<ol style="list-style-type: none"> 1. Conservation Easement 2. Certificate of Acceptance 3. Notice of Exemption 			



Donnell Ranch

LOCATION / GENERAL PLAN MAP



Map Date: 6/25/2018
 Sources: Sonoma County GIS Group;
 Sonoma County General Plan 2020,
 Open Space and Resource
 Conservation Element.
 This map is for illustrative
 purposes only.

Open Space and Resource Conservation Element

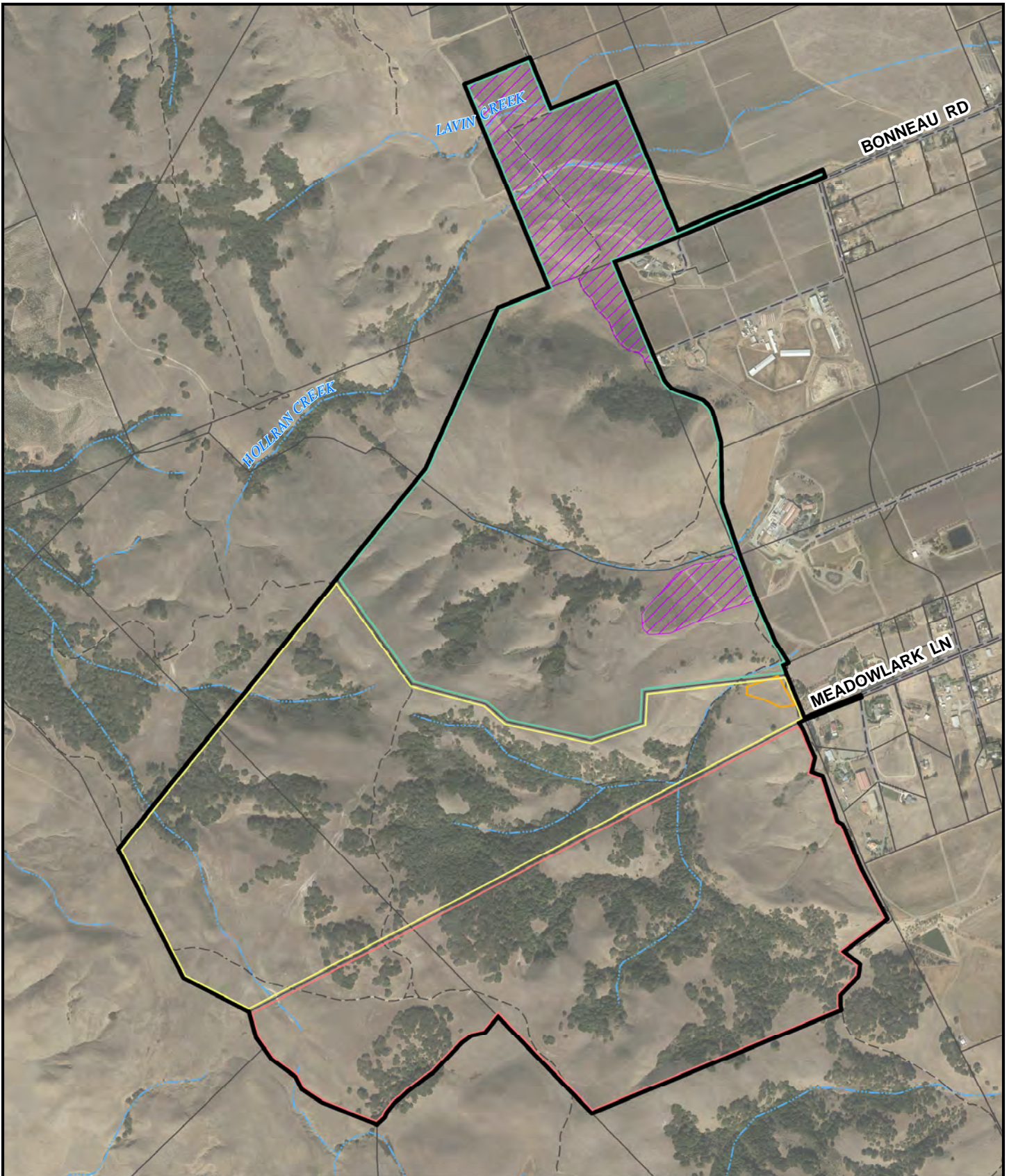
- Donnell Ranch
- Incorporated City Land *
- District Holding
- Public Land
- SCENIC RESOURCES**
- Community Separator
- Scenic Landscape Unit
- Scenic Corridor

- OUTDOOR RECREATION**
- Planned Future Park *

BIOTIC RESOURCES

- Special Status Species
- Special Status Species Habitat
- Marshes and Wetlands
- Sensitive Natural Communities
- Habitat Connectivity Corridor *
- Riparian Corridor

* Not on this map



Donnell Ranch Project Structure Map



Intermittent Stream	Street/Road	Building Envelope	Lot 8	Donnell Ranch
Ranch Road	Unlimited Agriculture Area	Lot 9	Lot 10	Assessor Parcel

0 0.25 0.5 Miles

Date: 6/25/2018 Source: County GIS (roads, parcels); SCWA (streams); NASA/UMD/WSI (2013 aerial)
This map is for illustrative purposes; it is not intended to be a property description.

C:\Kendall S:\GISProjects\Donnell\PDFs\draft_Donnell_project_structure_BOD.pdf

Date: August 28, 2018

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Directors Of The Sonoma County Agricultural Preservation and Open Space District, County Of Sonoma, State Of California, Determining That the Acquisition of a Conservation Easement over the Donnell Ranch Property is Consistent with the 2020 County General Plan and the District's Expenditure Plan; Determining that the Acquisition is Exempt from the California Environmental Quality Act; Authorizing Acquisition of the Conservation Easement for \$3,812,000; Authorizing and Directing the President to Execute the Conservation Easement and Associated Certificate of Acceptance; Directing the Recordation of Documents; Authorizing and Directing the General Manager to Take All Other Actions Necessary to Complete the Transaction; and Dedicating the Conservation Easement to Open Space Purposes Pursuant to Public Resources Code Section 5540

Whereas, the General Manager has negotiated and is recommending the purchase of a conservation easement from the Bruce B. Donnell Trust over the approximately 978-acre property located at 26650 Arnold Drive, Sonoma, California 95476 ("Conservation Easement"); and

Whereas, the Conservation Easement fulfills policies in the District's acquisition plan, Connecting Communities and the Land, including policies to preserve gateways to Sonoma County, the diverse agricultural character and heritage of the county, and natural systems and lands that provide viable habitat linkages for wildlife, and to allow compatible public recreational uses; and

Whereas, by its Resolution No. 2018-005 dated July 19, 2018, the Sonoma County Open Space Fiscal Oversight Commission determined that a proposed purchase price for the Conservation Easement that is equal to or less than the value set forth in the appraisal does not exceed its fair market value; and

Now, Therefore, Be It Resolved that this Board of Directors hereby finds, determines, declares and orders as follows:

1. *Truth of Recitals.* That the foregoing recitations are true and correct.
2. *General Plan Consistency.* That the acquisition of the Conservation Easement

("the Project") further implements the 2020 Sonoma County General Plan. The Project supports goals and policies in the Land Use and Open Space and Resource Conservation Elements, including to maintain important open space areas between and around the county's cities and communities in a largely open or natural character with low intensities of development; protect lands currently in agricultural production; encourage conservation of undeveloped land, open space and agricultural lands, and protection of water and soil quality; retain the largely open, scenic character of important Scenic Landscape Units; identify and preserve roadside landscapes that have a high visual quality; preserve the unique rural and natural character of Sonoma County for residents, businesses, visitors and future generations; protect and enhance the county's natural habitats and diverse plant and animal communities; identify and protect native vegetation and wildlife, particularly areas of essential habitat connectivity; maintain connectivity between natural habitat areas; and protect and enhance Riparian Corridors and functions along streams.

3. *Expenditure Plan Consistency.* That the Project is consistent with the Expenditure Plan approved by the voters of Sonoma County in 2006 via Measure F because it will protect the highest priority lands using a Conservation Easement as the primary tool for protection, and specifically protect scenic landscape units and scenic corridors.

4. *California Environmental Quality Act; Notice of Exemption.* That the acquisition of the Conservation Easement authorized by this resolution is exempt from the requirements of the California Environmental Quality Act (Public Resources Code Sections 21000 and following) pursuant to Section 15313(a) of Title 14 of the California Administrative Code because the purpose of the acquisition is to preserve fish and wildlife habitat; alternatively it is exempt pursuant to Section 15317 of Title 14 of the California Code of Regulations because the purpose of the acquisition is to maintain the open space character of the area; and alternatively it is exempt pursuant to Section 15325(a), (b) and (c) of Title 14 of the California Code of Regulations because the purpose of the acquisition is to preserve the existing natural conditions, allow for continued agricultural use, and allow for restoration of natural conditions. Immediately upon adoption of this resolution, the General Manager is directed to file with the County Clerk, and the County Clerk is directed to post and to maintain the posting of a notice of exemption pursuant to Public Resources Code Section 21152.

5. *Authority to Sign Contracts.* That the President is authorized and directed to execute, on behalf of the District that certain agreement entitled "Deed and Agreement By and Between Bruce B. Donnell, as Trustee of the Bruce B. Donnell Revocable Trust and the Sonoma County Agricultural Preservation and Open Space District Conveying a Conservation Easement and Assigning Development

Resolution #

Date:

Page 3

Rights”, together with the certificate of acceptance required by Government Code Section 27281.

6. *Closing Documents.* That the District’s Counsel is hereby authorized and directed to prepare and deliver appropriate escrow instructions and other necessary documents to North Coast Title Company to complete the transaction as described. The General Manager is authorized to make any technical, non-substantive changes in the Conservation Easement and other closing documents prior to recordation with the prior approval of the District's Counsel. The General Manager is further authorized and directed to execute any other documents necessary to complete this transaction as described.

7. *Payment of Purchase Price and Costs of Escrow.* That, at the request of the General Manager, the County Auditor is authorized and directed to draw a warrant or warrants against available funds in the County’s Open Space Special Tax Account in an amount not to exceed \$3,092,000 payable to North Coast Title Company (Escrow No. 00108373-001-JES) for the proposed acquisition, and in such other amounts necessary for associated transactional costs requested by the General Manager.

8. *Authorization for Recordation.* That the General Manager is authorized and directed to record with the Sonoma County Recorder the Conservation Easement and Certificate of Acceptance, and to deliver conformed copies of these documents, bearing evidence of recording, to the Clerk of the Board of Directors.

9. *Dedication.* That the Conservation Easement to be acquired by the District is hereby dedicated to open space purposes pursuant to Public Resources Code Section 5540.

Directors:

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: August 28, 2018

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor David Rabbitt, 707/565-2241

Supervisorial District(s):

Second District

Title: Board Sponsorship

Recommended Actions:

Approve a board sponsorship in the amount of \$5,000.00 for the Petaluma Educational Foundation (Second District)

Executive Summary:

Petaluma Educational Foundation is a non-profit, 501(c)3 organization located in the Second District provides classroom grants to the 38 K-12 schools in Petaluma These financial grants are used to fund the PEF Impact Grant Program, which funds innovative and engaging curriculum based programs in school classrooms.

Discussion:

Prior Board Actions:

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary			
Expenditures	FY 18-19 Adopted	FY 19-20 Projected	FY 20-21 Projected
Budgeted Expenses	5,000.00		
Additional Appropriation Requested			
Total Expenditures	5,000.00		
Funding Sources			
General Fund/WA GF	5,000.00		
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	5,000.00		
Narrative Explanation of Fiscal Impacts:			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Board Sponsorship Application, description of organization			
Related Items "On File" with the Clerk of the Board:			
None			

SUBMIT TO:
 Board of Supervisors
 575 Administration Dr, Ste 100A
 Santa Rosa, CA 95403

COUNTY OF SONOMA

For Board of Supervisors Use Only

Fee Waiver/Board Sponsorship Request Form

1. Contact information for individual requesting fee waiver/sponsorship:

Name: _____
First Middle Last

Mailing Address: _____
Number, Street, Apt/Suite City State Zip

Phone: () _____ - _____ Email: _____
Area Code, Number

2. Name of Community Based Organization, Non-Profit, or Government Agency for which fee waiver/sponsorship is requested:

Name: _____

Mailing Address: _____
Number, Street, Apt/Suite City State Zip

Phone: () _____ - _____ Email: _____
Area Code, Number

3. Please indicate by check mark the supervisory district in which the organization or agency submitting this request is located, where the project/activity/event will be held, and the district office to whom you would like to submit this request:

Board Member and District	O Gorin District 1	David Rabbitt District 2	Shirlee Zane District 3	James Gore District 4	Lynda Hopkins District 5
Entity or organization location (select all that apply)					
Project/activity/event location (select all that apply)					
District office to receive request (select only one)					

4. Type of Community Based Organization, Non-profit, or Government Agency for which the fee waiver/sponsorship is requested:

City
 Special District
 Other Local Government
 School
 Non-profit or CBO

Other (please specify): _____

5. Please provide a description of the project/activity/event for which a fee waiver/sponsorship is being requested on a separate sheet of paper. Please include the number of individuals who will participate or be served, etc.

6. Please indicate if this is a one-time or annual event: One Time Annual

7. Type and amount of fee waiver/sponsorship requested. Please list all County fees you are requesting be waived/sponsored in conjunction with this project/activity/event. Please attach a copy of an estimate or receipt from the County Department or Veteran's Building Operator documenting the amount of each fee you are requesting be waived/sponsored.

Department Assessing Fee	Type of Fee	Amount of Fee

8. If your Community Based Organization, Non-Profit, or Governmental Agency has received a fee waiver/sponsorship for a similar project/activity/event in the past, please list below:

Date of Fee Waiver	Department Assessing Fee	Type of Fee	Amount of Fee
/ /			
/ /			
/ /			
/ /			

9. Does the organization or agency for which the fee waiver/sponsorship is requested receive funding from any of the following sources? If so, please specify:

- Property Tax Sales Tax Special Assessment
 User Fees

Other (please specify): _____

10. If you checked any of the boxes in number 9 above, please provide an explanation and supporting documentation regarding the inability of the organization or agency to pay the fees which you are requesting be waived/sponsored. Please attach to this form and submit with your request.

11. Will the organization or agency be charging an entry fee or be requesting a donation for the project/activity/event for which you are requesting a fee waiver/sponsorship? If so, please provide an explanation detailing why the fees to be waived/sponsored cannot be recovered through the entry fee. Please attach to this form and submit with your request.

Authorized Signature

Title

/ /

Date

Petaluma Educational Foundation supports all 38 K-12 schools in the Petaluma community by providing financial grants to fund innovative and engaging curriculum-based programs in the classrooms. All students benefit from the elevated academic opportunities these grants provide.

PEF has been part of the local community for 36+ years and receives no state or government funding for program or operating costs. PEF works hard to create community partnerships to expand the impact of our programs while also providing companies the opportunity to become actively involved in the town in which they conduct their business, contributing to the overall strength of our economic and cultural foundation for years to come.