

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

TUESDAY

JANUARY 8, 2019

8:30 A.M.

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

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

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

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

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

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

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

LANGUAGE INTERPRETERS: Language services are available at all regular and special Board and Committee meetings if made at least 48 hours in advance of the meeting to help ensure availability. For more information or to request services: Contact (707) 565-2241.

AVISO EN ESPAÑOL: Servicios de traducción están disponibles en todas las reuniones regulares y especiales, de la Mesa de Supervisores, si se solicita por lo menos 48 horas antes de la reunión. Para más información o para solicitar servicios, de traducción llame al (707) 565-2241.

BOARD CHAMBERS SECURITY SCREENING: Security screening is conducted for all individuals attending Board meetings. Individuals planning to participate in Board meetings are advised to allow extra time to complete the screening process. The full policy can be found at <http://sonomacounty.ca.gov/Board-of-Supervisors/>

**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. INSTALLATION CEREMONY

- A) Administration of the Oath of Office and presentation of Certificate of Election to Sonoma County Supervisor David Rabbitt, Second District, and remarks.
- B) Administration of the Oath of Office and presentation of Certificate of Election to Sonoma County Supervisor James Gore, Fourth District, and remarks.
- C) Administration of the Oath of Office and presentation of Certificate of Election to Sonoma County Auditor/Controller/Treasurer/Tax Collector Erick Roeser, and remarks.
- D) Administration of the Oath of Office and presentation of Certificate of Election to Sonoma County County Clerk-Recorder-Assessor and Registrar of Voters Deva Proto, and remarks
- E) Administration of the Oath of Office and presentation of Certificate of Election to Sonoma County District Attorney Jill Ravitch, and remarks.
- F) Administration of the Oath of Office and presentation of Certificate of Election to Sonoma County Sheriff/Coroner Mark Essick, and remarks.

III. NOMINATION AND ELECTION OF BOARD CHAIR, VICE-CHAIR AND CHAIR PRO-TEM

BOARD OF SUPERVISORS

AND

**AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT
IN-HOME SUPPORTIVE SERVICES (IHSS) PUBLIC AUTHORITY**

OCCIDENTAL COUNTY SANITATION DISTRICT

RUSSIAN RIVER COUNTY SANITATION DISTRICT

SONOMA COUNTY PUBLIC FINANCING AUTHORITY

SONOMA COUNTY WATER AGENCY

SONOMA COUNTY WATER AND WASTEWATER FINANCING AUTHORITY

SOUTH PARK COUNTY SANITATION DISTRICT

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

AND

SONOMA VALLEY COUNTY SANITATION DISTRICT

(Directors: Gorin, Rabbitt, Mayor Harrington)

AND

COMMUNITY DEVELOPMENT COMMISSION

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

1. Selection of Officers 2019:

- A) Adopt a Resolution appointing the Chair, Vice-Chair and Chair Pro-Tem for the year 2019 for the Board of Supervisors, Directors and Commissioners;
- B) Adopt a Resolution naming the officers of the County of Sonoma Public Financing Corporation;
- C) Adopt a Resolution naming the officers of the County of Sonoma Public Financing Authority; and
- D) Adopt a Resolution naming the officers of the Sonoma County Water and Wastewater Financing Authority.

IV. RECESS TO RECEPTION IN THE FOYER

V. REMARKS OF THE INCOMING CHAIR

2. Board Member Assignments:
Establish assignments for members of the Board of Supervisors and the Board of Directors of the Sonoma County Water Agency for the year 2019.

VI. CONSENT CALENDAR

HUMAN RESOURCES

AND

SONOMA COUNTY WATER AGENCY

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

3. Memorandum of Understanding changes between the County of Sonoma and the International Union of Operating Engineers, Stationary Engineers, Local No. 39 (Local 39):
Adopt a Concurrent Resolution approving changes to the Memorandum of Understanding (MOU) between the County of Sonoma and the International Union of Operating Engineers, Stationary Engineers, Local No. 39 (Local 39) related to union membership, new employee information, and new employee orientation.
4. Side Letter to the Memorandum of Understanding between the County of Sonoma and the Western Council of Engineers (WCE):
Adopt a Concurrent Resolution Approving a Side-Letter Agreement between the County of Sonoma and the Western Counsel of Engineers that Eliminates the Vacation Purchase Plan, Accelerates Vacation Accruals for Employees During the First Four (4) Years of Employment, and Creates a Vacation Savings Plan for Employees in Years 3-5.

SONOMA COUNTY WATER AGENCY

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

5. Montgomery Drive Storage Building (at SBS Facility) – Contract Award:
The Sonoma County Water Agency requests Board approval of the following actions related to construction of the Montgomery Drive Storage Building Project (Project), which will provide a convenient cost-effective storage location for equipment and materials that are used for maintaining and making emergency repairs to our aqueduct system:
- A) Adopt and approve the Project Manual and Drawings (“plans and specifications”) entitled “Montgomery Drive Storage Building (at SBS Facility).”
 - B) Authorize the General Manager of Sonoma Water to sign Document 00650 (Agreement and Release of Any and All Claims), with County Counsel review, if any unresolved claims are listed by the contractor.
 - C) Authorize the General Manager of the Water Agency to waive the escrow account requirements of Document 00670 (Escrow Bid Documents) of the Project Manual.
 - D) Award the contract to R&C Construction for the amount of \$517,650, and authorize the Chair of the Board to execute the contract.
 - E) Delegate to the General Manager of Sonoma Water or his designee the authority to approve design changes to the Project as may be necessary or appropriate in connection with change orders within the General Manager’s authority pursuant to Resolution No. 04-0547.

6. Storm Water Resource Plans:
Receive Report on Storm Water Resource Plans. (Informational Only)

BOARD OF SUPERVISORS

7. Disbursement of Fiscal Year 2018-2019 Third District Community Investment Fund Grant Awards:
Approve Community Investment Fund grant awards and Authorize the County Administrator, or designee, to execute an agreement with the following non-profit entity for advertising and economic development efforts for FY 2018-2019: Rebuild North Bay Foundation – acting as fiscal agent for Third District Block Captain neighborhood groups, \$10,000. (Third District)

COUNTY ADMINISTRATOR/FIRE AND EMERGENCY SERVICES

8. 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 60 Days Due to Damage Arising from the Complex Fire. (4/5th Vote Required)

COUNTY ADMINISTRATOR

9. Recovery Update:
Receive an update on the status of recovery operations, planning and seeking of funding opportunities following the October 2017 Sonoma Complex Fires.
10. Post-Fire Watershed Protection Program:
 - A) Authorize the County Administrator to execute an amendment to the existing agreement with Russian Riverkeeper for watershed protection activities that expires on June 30, 2019 to increase the not-to-exceed amount by \$50,000 to a total of \$100,000; and to execute an amendment to the existing agreement with Sonoma Ecology Center for watershed protection activities that expires on June 30, 2019 to increase the not-to-exceed amount by \$50,000 to a total of \$100,000.
 - B) Adopt a resolution authorizing a budgetary adjustment to the 2018-2019 Final Budget to transfer appropriation from General Fund Contingencies in the amount of \$100,000 to the County Administrator General Fund budget for the Russian Riverkeeper and Sonoma Ecology Center amendments.
(4/5th Vote required)
11. Community Center Replacement Grant:
 - A) Adopt a Resolution authorizing the County Administrator to apply for the State Parks' Local Assistance Specified Grant in the amount of \$5,000,000 to replace the Camp Newman Community Center in Sonoma County.
 - B) Authorize the County Administrator to execute all documents necessary to carry out and administer the grant.
 - C) Adopt a Resolution adjusting the FY 18-19 Budget by \$50,000 to fund staff and consultant time for applying for and managing the grant from State Parks to be reimbursed from grant funding.
(First District)

COUNTY COUNSEL/HUMAN RESOURCES

12. Fourth Amendment to Legal Services Agreement with Hanson Bridgett, LLC:
Authorize County Counsel to execute a Fourth Amendment to the Legal Services Agreement with Hanson Bridgett, LLC, for employee benefit consulting and related legal services, increasing the contract amount from \$150,000 to \$200,000, and extending the term through June 30, 2019. (4/5th Vote Required)

DISTRICT ATTORNEY’S OFFICE

13. District Attorney’s Polyvictimization Grant Program:
Adopt position and budget adjustment resolutions increasing the Family Justice Center Administrative Aide-Time Limited position from a 0.5 to a 0.8 fulltime equivalent (FTE) position. The addition of the 0.3 FTE will increase efforts to achieve interconnected goals to reduce incidence of re-traumatization for polyvictims; reduce re-victimization of polyvictims; and share knowledge with other Family Justice Center demonstration sites. (4/5th Vote Required)

GENERAL SERVICES

14. Authorization of Commercial Energy Audit Services Agreement with Sonoma Clean Power:
A) Delegate authority to the Director of General Services to execute an agreement with Sonoma Clean Power Authority (“SCP”) for the General Services Department to provide commercial energy auditing services for SCP customers through June 30, 2019, for services totaling no more than \$60,000 subject to reimbursement by SCP, and in a form approved by County Counsel.
B) Authorize the General Services Director to execute amendments with SCP, in a form approved by County Counsel, to receive additional funds that may become available during the course of this contract.
15. Contract Renewal with PG&E for Sonoma County Energy Watch Auditing Services:
A) Authorize the General Services Director to execute all instruments, in form approved by County Counsel, necessary to amend and extend the existing agreement with Pacific Gas and Electric Company (PG&E) through December 31, 2019, for Sonoma County Energy Watch auditing services to be reimbursed by PG&E.
B) Authorize the General Services Director to execute amendments to said agreement, in a form approved by County Counsel, to receive additional funds that may become available during the course of the agreement.
C) Authorize the General Services Director to extend said agreement as-needed for up to two additional years if PG&E continues to award funding to the County of Sonoma, under the same terms and conditions and in form approved by County Counsel.

HEALTH SERVICES

16. Mental Health Services Act 2018-2019 Plan Update and Annual Update for 2016-2017:
Adopt the Mental Health Services Act 2018-2019 Plan Update and Annual Update for 2016-2017.

HUMAN SERVICES

17. Human Services Department Approval of New Positions and Human Services Contract Amendments:
- A) Adopt a budget resolution authorizing adjustments to the Human Services Department's FY 2018-19 budget to add appropriations of \$393,453, funded by the Federal Older Americans Act for the Adult & Aging Division to add 2.0 Full-Time Equivalent (FTE) positions, and to increase existing Adult and Aging provider contract amounts to augment services to clients. (4/5 vote)
 - B) Adopt a position resolution to approve the addition of 2.0 Full-Time Equivalent (FTE) positions; 1.0 FTE Social Service Worker IV and 1.0 FTE Administrative Aide.
 - C) Authorize the Director of Human Services to execute contract amendments to include additional Federal funding received for FY18/19 to increase contracts for the Council on Aging, Petaluma People Services Center, Senior Advocacy Services, and North Coast Opportunities, Inc. who are contracted older and disabled adults and caregiver service providers.
(4/5th Vote Required)
18. Human Services Department Approval of New Position and Funding from the California Work Opportunity and Responsibility to Kids (CalWORKs) Housing Support Program (HSP), and Catholic Charities Contract Amendment:
- A) Adopt a budget resolution authorizing adjustments to the Human Services Department's FY 2018-19 budget to add appropriation of \$250,354 for one new position and additional temporary shelter and direct client assistance program funding from the California Work Opportunity and Responsibility to Kids (CalWORKs) Housing Support Program (HSP). (4/5 vote)
 - B) Adopt a position resolution to add 1.0 FTE Employment and Training Program Coordinator position to provide additional housing supportive services to Housing Support Program (HSP) families.
 - C) Authorize a contract increase of \$70,000 for agreement ET-CCSR-HSP-1819 with Catholic Charities to provide additional direct financial housing assistance to support SonomaWORKS families. The executed Catholic Charities agreement will increase from \$385,603 to \$455,603. The increase would be earmarked for direct housing payments for clients. The term of this agreement is July 1, 2018 through June 30, 2019.
(4/5th Vote Required)

PERMIT AND RESOURCE MANAGEMENT

19. Consulting Contract Amendment for Springs Specific Plan and Environmental Impact Report: Authorize the Director of Permit Sonoma to execute an amendment to the agreement with De Novo Planning Group to (1) extend its term by approximately 14 months, for a new termination date of December 31, 2019, to provide additional time to complete planning and environmental consulting services for the Springs Specific Plan, without increasing the total amount that may be paid to the consultant (\$450,000); and (2) clarify that preparation of a Water Supply Assessment is not part of the agreement's scope of work. (First District)
20. Conditional Certificate of Compliance – CCC17-0001:
Adopt resolution for recording the Conditional Certificate of Compliance – CCC17-0001; APN 067-110-052 to legalize the designated remainder of land to be a legal lot. (Fourth District)

21. Approval of New Resiliency Permit Center Service Contract:
Authorize the Director to execute an agreement with 4Leaf, Inc. for fire reconstruction permitting and inspection services, for a two-year term and in an amount not to exceed \$14 million.

PROBATION

22. Volunteer Center Court Referral Program Agreement:
Authorize the Chief Probation Officer to execute an agreement to reimburse the Volunteer Center of Sonoma County for court referral program services that provide opportunities for offenders to serve their community, learn job skills, and improve their employability in partnership with nonprofit and public agencies. The initial contract term will be from January 1, 2019, through December 31, 2021, with two one-year renewal options, in a total amount not to exceed \$168,000 per year and \$840,000 for the 5-year contract period.

REGIONAL PARKS/AUDITOR- CONTROLLER-TREASURER-TAX COLLECTOR

23. Implementation of 2018 Parks Measure M:
- A) Approve a Resolution to Authorize County Administrator to Execute Agreements with the State Department of Tax and Fee Administration for Implementation of the Local Transaction and Use Tax on Behalf of the County of Sonoma authorized by Sonoma County voters;
 - B) Approve a Resolution to authorize the Examination of Transaction and Use (Sales) Tax Records and retain a consultant to assist with sales tax analysis and audits; and
 - C) Authorize Director Whitaker and his designee to coordinate with the California Department of Tax and Fee Administration to execute any other necessary documents to proceed with the administration of the tax.

SHERIFF'S OFFICE

24. Amend the Sheriff's Position Allocation List:
Adopt a Resolution to amend the Sheriff's position allocation list, deleting three Detention Specialist II allocations and adding three Senior Detention Specialists, to create operational efficiencies in the Detention Records Bureau. Effective jail operations provide better service to the public and community.

TRANSPORTATION AND PUBLIC WORKS

25. 2018 Hazard Tree Removal Project – Private Trees:
- A) Approve the plans and specifications for 2018 Hazard Tree Removal Project – Private Trees M11722.
 - B) Award contract base bid to low bidder, Richard Smith, doing business as Bay Area Tree Specialists, in the amount of \$496,993.00, plus a 10% contingency, and authorize the Chair to execute construction contract M11722.
- (First and Fourth Districts)

APPOINTMENTS/REAPPOINTMENTS

26. Approve the reappointment of Ryan Lely to the Sonoma Valley Citizens Advisory Commission for a four year term beginning January 8, 2019 and ending January 8, 2023 (First District).
27. Approve the appointment of Marja Tarr to the Sonoma County Regional Parks Foundation representing the Second District for a two-year term beginning January 8, 2019 and expiring January 8, 2021. (Second District)
28. Approve the reappointment of Mary Ann Swanson to the Sonoma County Mental Health Board representing the Second District for a term of three years expiring December 31, 2022. (Second District)
29. Approve the appointment of Jennielynn Holmes to Agricultural Preservation and Open Space District Advisory Committee, representing the Third District, for a term of two years, beginning January 8, 2019 and ending January 8, 2021. (Third District)
30. Approve the reappointment of Roni Berg (Fulton), and Peter Lescure (Mark West Chamber) to the Mark West Citizens Advisory Council for a two year term beginning January 1, 2019 and ending December 31, 2021. (Fourth District)
31. Approve the appointment of Eric Koenigshofer to the Landmarks Commission beginning January 8, 2019 for a coterminous appointment. (Fifth District)
32. Approve the reappointment of Thera Buttaro for a two year term to the Sonoma County Tourism Board beginning on January 1, 2019 and ending January 1, 2021. (Fifth District).
33. Approve the reappointment of Tamara Davis to the Marin/Sonoma Mosquito & Vector Control District Board of Trustees At Large Representative for Sonoma County for a four year term beginning January 1, 2019 and ending December 31, 2022. (Countywide)
34. Appoint Edward Campaña as the Alternate Member to the Sonoma County Assessment Appeals Board for a three year term ending September 5, 2021. (Countywide)
35. Approve the appointment of Dr. Robert Hales to the Mental Health Board for a three year term from January 8th, 2019 to December 31, 2021 (Fifth District)
36. Approve the reappointment of Diana Marie Nelson to the Sonoma County Mental Health Board for a three year term ending December 31, 2022 (Second District)

PRESENTATIONS/GOLD RESOLUTIONS

PRESENTATIONS AT THE BOARD MEETING

(Gold resolutions are presented in the afternoon session at 1:30 P.M.)

- 37. Adopt a Gold Resolution Congratulating Tito Sasaki on his Retirement from the Sonoma County Farm Bureau. (First District)
- 38. Adopt a Gold Resolution proclaiming January 2019 as Positive Parenting Awareness Month in Sonoma County. (Fifth District)
- 39. Adopt a Gold Resolution proclaiming January 2019, as Human Trafficking Awareness Month in Sonoma County. (District Attorney)
- 40. Adopt a Gold Resolution designating January 2019 as Eligibility Worker, Employment and Training Specialist, and Eligibility Specialist Recognition Month. (Human Services)

PRESENTATION ON A DIFFERENT DATE

- 41. Adopt a Gold Resolution Congratulating Cynthia Tarr on being named Sonoma's Treasure Artist of 2019. (First District)

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

VIII. 10:00 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.)

IX. REGULAR CALENDAR

BOARD OF SUPERVISORS

42. Board Sponsorship:
Approve Board Sponsorship of \$2813.50 to the Mark West Community Preschool for the Fire Relief Fundraiser to rebuild Mark West Community preschool at the Sonoma County Fairgrounds, 12/1/2018. (Fourth District)

X. PUBLIC COMMENT ON CLOSED SESSION ITEMS

XI. CLOSED SESSION CALENDAR

43. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Existing Litigation – *John Littrell vs. County of Sonoma* Workers’ Compensation Appeals Board Nos. ADJ10316253 and Unassigned (Government Code Section 54956.9(d)(1) and 54956.9(d)(2).)
44. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Existing Litigation – *John Martinez vs. County of Sonoma* Workers’ Compensation Appeals Board Nos. ADJ10810108 & ADJ10810109 (Government Code Section 54956.9(d)(1))
45. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Existing Litigation – *Kory Mooney vs. County of Sonoma* Workers’ Compensation Appeals Board Nos. ADJ10011589; ADJ10011590; ADJ10011587 (Government Code Section 54956.9(d)(1))
46. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Existing Litigation – *Grover Wright vs. County of Sonoma* Workers’ Compensation Appeals Board Nos. ADJ5118644; ADJ2440976 (Government Code Section 54956.9(d)(1))
47. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Existing Litigation – *Thomas Peirsol vs. County of Sonoma* Workers’ Compensation Appeals Board Nos. Unassigned (Government Code Section 54956.9(d)(2).)
48. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Existing Litigation – *Catherine Williams v. County of Sonoma*- Sonoma County Superior Court Case No. SCV 261355 (Government Code Section 54956.9(d)(1).)
49. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Potential Litigation – *County of Sonoma v. William Tinker*; Sonoma County Superior Court Case No. SCV 236116 (Government Code Section 54956.9(d)(4).)
50. The Board of Commissioners of the Community Development Commission 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.

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

XII. REGULAR AFTERNOON CALENDAR

52. **RECONVENE FROM CLOSED SESSION**
53. **REPORT ON CLOSED SESSION**
54. **REPORT ON THE JANUARY 4, 2019 SPECIAL MEETING CLOSED SESSION**

XIII. 1:30 P.M. - PRESENTATIONS/GOLD RESOLUTIONS

PERMIT AND RESOURCE MANAGEMENT

55. **2:00 P.M.** - Appeal of the Board of Zoning Adjustments decision to approve a Use Permit for a setback reduction in the DA (Diverse Agriculture) zoning district; located at 8398 Bodega Highway, Sebastopol, APN 077-160-001; UPE15-0062; Beverly Beaver Rudolph applicant and appellant:
Hold a public hearing and at the conclusion of the hearing determine that the project is exempt from the California Environmental Quality Act, deny the appeal of Use Permit Conditions. Denial of the appeal will allow Code Enforcement action to proceed. (Fifth District)
56. **2:30 P.M.** - Zoning Code Amendments for Farmstays, Hosted Rentals, and Marketing Accommodations in Agricultural Zones:
Hold a public hearing and at the conclusion of the hearing find the proposed ordinance exempt from CEQA and adopt the ordinance amending Chapter 26 of the Sonoma County Code to expand opportunities for hosted rentals and amend standards for agricultural farmstays and marketing accommodations in the three agricultural zones.
57. 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>)
58. **ADJOURNMENT**

NOTE: The next Board meeting will be a Quarterly Hazard Workshop held on January 15, 2019. The next Regular meeting will be held on, January 29, 2019, at 8:30 a.m.

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

January 29, 2019 - PRMD - RWV17-0001 3800 Fulton Rd



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: January 8, 2019

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Board of Supervisors 565-2241

Supervisorial District(s):

All

Title: Selection of Officers 2019

Recommended Actions:

- A) Adopt a Resolution appointing the Chair, Vice-Chair and Chair Pro-Tem for the year 2019 for the Board of Supervisors, Directors and Commissioners;
- B) Adopt a Resolution naming the officers of the County of Sonoma Public Financing Corporation;
- C) Adopt a Resolution naming the officers of the County of Sonoma Public Financing Authority; and
- D) Adopt a Resolution naming the officers of the Sonoma County Water and Wastewater Financing Authority.

Executive Summary:

At the first meeting of the year, the Board approves the selection of officers for the upcoming year for the Board of Supervisors, Directors and Commissioners, Public Financing Corporation, Sonoma Public Financing Authority, and Water and Wastewater Financing Authority.

Discussion:

Prior Board Actions:

Yearly at the first Board meeting in January.

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:			
Resolution for Selection of Officers for the Board of Supervisors, Commissioners and Directors Resolution for Selection of Officers for the Public Financing Corporation Resolution for Selection of Officers for the Public Financing Authority Resolution for Selection of Officers for the Water and Wastewater Financing Authority.			
Related Items “On File” with the Clerk of the Board:			



County of Sonoma
State of California

Date: January 8, 2019

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Appointing Chair, Vice Chair And Chair Pro Tem For The Year 2017 For The
Board Of Supervisors, Board Of Directors, Commissioners.**

Be It Resolved that the Board of Supervisors of the County of Sonoma hereby appoints:

Supervisor Rabbitt, Chair

Supervisor Gorin, Vice Chair

Supervisor Hopkins, Chair Pro Tem

Supervisors/Directors/Commissioners:

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

Sonoma Valley County Sanitation District Directors:

Gorin:

Gore:

Harrington:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma

State of California

Date: January 8, 2019

Item Number:

Resolution Number:

4/5 Vote Required

Resolution Of The Board Of Directors Of The Sonoma County Public Financing Corporation, Approving The Appointments Of President, Secretary, Assistant Secretaries, Treasurer, And Assistant Treasurer Of The Corporation

Whereas, Article 3.05 of the By-Laws for the County of Sonoma Public Financing Corporation requires that an annual meeting be held for the purpose of organization, selection of officers and the transaction of other business.

Now, Therefore, Be It Resolved that David Rabbitt, Chair of the Board of Supervisors of the County of Sonoma is hereby appointed the President of the Corporation; Sheryl Bratton, County Administrator of the County of Sonoma, is hereby re-appointed as Secretary of the Corporation; Niki Berrocal and Michael Gossman, Deputy County Administrators of the County of Sonoma are hereby re-appointed and appointed as Assistant Secretaries; Erick Roeser, Auditor-Controller-Treasurer-Tax Collector of the County of Sonoma is hereby re-appointed Treasurer; and Jonathan Kadlec, Assistant Auditor-Controller-Treasurer-Tax Collector is hereby re-appointed as Assistant Treasurer of the Corporation.

Directors:

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma
State of California

Date: January 8, 2019

Item Number:

Resolution Number:

4/5 Vote Required

Resolution Of The Board Of Directors Of The Sonoma County Water And Wastewater Financing Authority (Authority) Confirming Officers Of The Authority.

Whereas, the First Amended Joint Exercise of Powers Agreement between the Sonoma County Water Agency, the Russian River County Sanitation District, and the Sonoma Valley County Sanitation District requires that the Board of Directors of the Authority hold at least one regular meeting each year; and

Whereas, the Bylaws of the Authority require confirmation of officers to be the first order of business at the first meeting of the Authority held in each calendar year; and

Whereas, the Bylaws of the Authority specifically identify that the officers of the Authority shall be a Chair, Vice-Chair, Executive Director, Secretary, Treasurer, and Controller; and

Whereas, the Bylaws state that the Chair of the Authority shall be the Chair of the Board of Supervisors; the Vice-Chair shall be the Vice-Chair of the Board of Supervisors; the Executive Director shall be the person who is the General Manager of the Agency; the Secretary shall be the person who is the Clerk of the Board of Supervisors; the Treasurer of the County shall be the Treasurer of the Authority; and the Auditor-Controller of the County shall be the Controller of the Authority.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Sonoma County Water and Wastewater Financing Authority hereby finds, determines, and declares as follows:

1. All of the above recitals are true and correct.
2. The above-named individuals shall be the officers of the Sonoma County Water and Wastewater Financing Authority.

Directors:

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma

State of California

Date: January 8, 2019

Item Number:

Resolution Number:

4/5 Vote Required

**Resolution Of The Board Of Directors Of The Sonoma County Public Financing Authority,
Approving The Appointments Of Chair, Vice Chair, Secretary, Assistant Secretaries, Treasurer,
Assistant Treasurer And Legal Advisor Of The Authority**

Whereas, Article II Section 2.04(a) of the Joint Exercise of Powers Agreement for the County of Sonoma Public Financing Authority requires that an annual meeting be held for the purpose of organization, election of officers and the transaction of other business.

Now, Therefore, Be It Resolved that David Rabbitt, Chair of the Board of Supervisors of the County of Sonoma is hereby elected Chair of the Authority; Susan Gorin, Vice Chair of the Board of Supervisors is hereby elected Vice Chair of the Authority; Sheryl Bratton, Clerk of the Board of Supervisors is hereby re-appointed as Secretary of the Authority; Niki Berrocal and Michael Gossman, Deputy County Administrators of the County of Sonoma are hereby re-appointed and appointed as Assistant Secretaries of the Authority; Erick Roeser, Auditor-Controller-Treasurer-Tax Collector of the County of Sonoma is hereby re-appointed Treasurer of the Authority; Jonathan Kadlec, Assistant Auditor-Controller-Treasurer-Tax Collector of the County of Sonoma, is hereby re-appointed as Assistant Treasurer of the Authority; and Bruce Goldstein, County Counsel of the County of Sonoma is hereby re-appointed Legal Advisor of the Authority.

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

To: Board of Supervisors

Board Agenda Date: January 8, 2019

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Board of Supervisors 565-2241

Supervisorial District(s):

All

Title: Board Assignments

Recommended Actions:

Approve Ad-Hoc, Standing Committees and Board Assignments for members of the Board of Supervisors and the Board of Directors of the Sonoma County Water Agency for the year 2019.

Executive Summary:

At the first meeting of the year, the Board approves assignments, ad-hoc and standing committees, and department liaison responsibilities for 2019. Special assignments include committees, governing boards of independent government entities, etc. for which Board members serve as part of the official duties associated with the office of Sonoma County Supervisors, Directors, and Commissioners.

Once the Board has approved the 2019 assignments, a completed list will be placed on file with the Clerk of the Board, and will be posted on the Board's website.

Discussion:

Prior Board Actions:

Yearly at the first Board meeting in January.

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:			
Related Items "On File" with the Clerk of the Board:			
2019 Board Assignments			



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors of the County of Sonoma

Board Agenda Date: January 8, 2019

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 changes between the County of Sonoma and the International Union of Operating Engineers, Stationary Engineers, Local No. 39 (Local 39)

Recommended Actions:

Adopt a Concurrent Resolution approving changes to the Memorandum of Understanding (MOU) between the County of Sonoma and the International Union of Operating Engineers, Stationary Engineers, Local No. 39 (Local 39) related to union membership, new employee information, and new employee orientation.

Executive Summary:

Representatives from the County and Local 39 met and conferred and reached a side letter agreement (Attachment A) regarding union membership, new employee information, and new employee orientation. All changes agreed to in the side letter shall become effective upon approval of the Board of Supervisors unless otherwise specified in the agreement.

Discussion:

The State of California approved bill AB 119 which requires public employers to provide unions with employee's personal contact information and to give unions access to new employee orientation. Also, the US Supreme Court decision of Janus v. American Federation of State, County, and Municipal Employees required changes to Article 24 of the MOU, formerly titled "Agency Shop Service Fee" and now re-titled "Union Membership". The County and Local 39 met and conferred over these law changes, and reached the agreement on updates and revisions to the MOU as specified in the Side Letter (Attachment A). This is a brief summary of the updated provisions negotiated in this agreement:

Union Membership – The County and Local 39 agree that employees have a right to union membership, and upon confirmation of employee's voluntary authorization of deductions from the Union, the County will deduct dues from employees' pay checks.

Employee Information – The County will provide an electronic list with specific new and current employees' information each pay period.

New Employee Orientation – The County will notify new employees represented by Local 39 that they are in a job classification with union representation, and within the first 30 days of employment, Local 39 will have the opportunity to conduct a 30-minute orientation during new employee orientation, or during a make-up session if necessary.

Prior Board Actions:

October 9, 2018, Board adopted Local 39 additional MOU provisions #18-0412

Strategic Plan Alignment Goal 3: Invest in the Future

The proposed changes to the MOU reflects the joint efforts of the County and Local 39 to agree on new language related to changes in legislative and case law.

Fiscal Summary

Expenditures	FY 18-19 Adopted	FY 19-20 Projected	FY 20-21 Projected

Narrative Explanation of Fiscal Impacts:

None.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

None.

Attachments:

1. Concurrent Resolution
2. Attachment A – Signed Side Letter

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

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County of Sonoma

State of California

Date: January 8, 2019

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Concurrent Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, and The Board of Directors of the Sonoma County Water Agency, Approving Changes to The current Memorandum Of Understanding Between The County Of Sonoma And International Union of Operating Engineers, Stationary Engineers, Local No. 39 (Local 39).

Whereas, the International Union of Operating Engineers, Stationary Engineers, Local No. 39, is a recognized employee organization representing bargaining unit Local 39-85; and

Whereas, changes to legislative and case law resulting from the passage of AB 119 and the U.S Supreme Court decision in Janus v American Federation of State, County, and Municipal Employees required changes to existing Memorandum of Understanding (MOU) language related to union rights and agency shop fees; and

Whereas, the County met and conferred with representative of Local 39 to negotiate changes to the MOU related to union membership, new employee information, and new employee orientation; and

Whereas, the Local 39 agreed to and signed the Side Letter agreement (Attachment A); and

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

Whereas, the County has satisfied its obligation under Government Code Section 3505 and the County Employee Relations Policy to meet and confer over the terms and conditions of employment contained in the recommended Side Letter agreement; and

Whereas, the proposed changes to the Local 39 MOU do not include changes in retirement benefits or other postemployment benefits; and

Now, Therefore, Be It Resolved that this Board hereby approves the Side Letter Agreement (Attachment A) changing some terms and conditions of the current MOU between the County and the Local 39, which is attached and incorporated by reference

Resolution #

Date:

Page 2

herein.

Be It Further Resolved that the terms and conditions of these revisions to the MOU shall be in full force and effect through the current MOU term which is through July 1, 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.

SIDE LETTER

COUNTY of SONOMA
AND
STATIONARY ENGINEERS, LOCAL 39 (LOCAL 39)

November 28, 2018

The County of Sonoma (County) and Local 39 (Union) have agreed to the following changes to the Memorandum of Understanding (MOU), Article 24, related to union membership, new employee information, and new employee orientation due to changes in the law.

The Union and the County agree to delete the following existing language in Article 24 (noted in red):

ARTICLE 24: AGENCY SHOP SERVICE FEE

24.1 Union – Fair and Equal Representation

It is recognized that the Union must provide fair and equal representation to all employees in all represented classes without regard to Union membership or non-membership.

24.2 Agency Shop – Service Fee

As a condition of employment, all represented employees must be members or service fee payers of the Union. If any employee does not voluntarily make application for membership or service fee status within forty-five (45) days of the effective date of this section or within forty-five (45) days of beginning work, whichever is later, the County shall enroll the employee as a service fee payer automatically and by default. The County shall deduct the service fee from the employee's paycheck. Payroll deductions shall be made bi-weekly. However, the initial deduction for any employee shall not begin unless either a voluntary authorization for deduction of Union dues or a service fee has been properly executed or the 45-day application period for considering voluntary enrollment has expired. Changes in the amount of the monthly membership dues must be delivered to the ACTTC, Payroll Division, at least thirty (30) calendar days prior to the last pay day of the calendar month prior to the change becoming effective.

All sums deducted by the County shall be remitted to the Union at an address given to the County by the Union, by the tenth (10) calendar day following the pay period when the deductions were made, together with a list of names and the amount deducted for each employee for whom a deduction was made. The County will also notify the Union of the name of each employee who revokes his "Voluntary Authorization for Deduction of Union Dues." This does not apply to "Special Assessments or penalties" levied by the Union that are over and above the regular paid dues.

24.3 Agency Shop – Religious Exemption

Any employee who is a member of a religious organization whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Union. Such employee(s) shall execute a written declaration that the employee is a member of a bona fide religion, body or sect which holds a conscientious objection to joining or financially supporting any public employee organization as a condition of employment. Such employee(s) shall pay, in lieu of a service fee a sum equal to such fee to a non-religious, non-labor charitable fund(s) exempt from taxation, chosen by the employee from those charities listed with the charitable federations that participate in the County's combined fund drive.

24.4 Agency Shop – Separation from Unit - Exception

The provisions of Section 24.2 above shall not apply during periods of separation from the eligible bargaining unit by any employee otherwise subject to that Article but shall reapply to such employee following the first full pay period following the return of the employee to the bargaining unit. The term "separation" includes layoffs, transfer out of the covered bargaining units by request, promotion, demotion, reclassification or for any other lawful reason, and leaves of absence of a duration of more than one (1) full pay period, whether paid or unpaid and for any reason, including disability.

24.5 Agency Shop – Chargeable Costs

To the extent authorized by law, the costs of its collective bargaining activities shall be considered by the Union when making a determination of the amount of the agency shop service fee authorized by this Article. Examples of chargeable costs include but are not limited to (1) expenditures for labor contract negotiations (e.g., the fees and expenses of the Union representative and staff support, including research of and preparation for negotiating matters within the scope of representation); and (2) expenditures for administration of contracts (e.g., meetings and discussions with management concerning grievances under the contracts, meetings with employees as part of grievance resolutions, and costs of representatives for arbitrations and staff support including research and preparation).

24.6 Agency Shop – Non-Chargeable Costs

Currently, the following activities are not included in the calculation or determination of the agency shop service fee:

- a) Lobbying or other political activity except as authorized by law;
- b) Payments to affiliates, except for chargeable costs as authorized by law;
- c) Social activities except as authorized by law;
- d) Charitable and philanthropic activities;
- e) Insurance and other benefit programs except as authorized by law; and
- f) Any cost that, by law, cannot be included in an agency shop service fee.

24.7 Agency Shop – Advance Reduction of Service Fee

The amount of the service fee shall be equal to the regular dues, assessments or fees established by the Union, less \$1.00 per month.

24.8 Agency Shop – Notice of Service Fee

All enrolled service fee payers shall receive annual written notice sent by certified mail from the Union, which includes legally adequate audited information concerning the breakdown of “chargeable” and “non-chargeable” expenses, a reasonably prompt opportunity as provided below to challenge the amount of the fee before an impartial decision-maker, and an escrow shall be set up by the Union for the amounts reasonably in dispute while such challenges are pending. Specifically, such notice shall, at a minimum, include:

- a) An accounting report prepared, signed and verified by an independent auditor, who is a certified public accountant, for the overall purpose of providing an itemization of the expenditures of the Union in detail necessary for an employee reasonably to be able to determine what the Union spends on both chargeable items and non-chargeable items, and consider whether expenses designated as chargeable are related to the Union’s collective bargaining functions. However, this requirement can be met without requiring or allowing non-members or the County to become the Union’s auditors. The accounting will utilize data from the prior fiscal year. At a minimum, this accounting report must:
 - (1) State the amount of the agency shop service fee and provide an overview of how the accounting reports were translated into calculation of this fee;
 - (2) Disclose the Union’s major categories of expenses, including employee compensation, specifying the actual expenditures within each category and the amount spent in each expenditure for chargeable items and non-chargeable items; each major category and the allocations of expenditures therein for chargeable and non-chargeable expenses must be verified by the Auditor;
 - (3) Disclose what percentage of total Union expenditures is allocable to chargeable items and what percentage is allocable to non-chargeable items;
 - (4) State the total sum of money the Union pays affiliates and demonstrate what percentage of such money is used for chargeable and what percentage is used for non-chargeable activities;
 - (5) Disclose what percentage of regular membership dues is allocable to chargeable items and what percentage is allocable to non-chargeable items and, consequently, what percentage of dues will be collected as the agency shop service fee;
 - (6) Explain the methodology used in producing this accounting report.

To enable the independent auditor to prepare the accounting report, the Union shall provide the auditor access to all records reasonably necessary for such a preparation,

including a record of the employee's activities in sufficient detail to enable the auditor to make the necessary determinations of chargeable or non-chargeable. In the event that payments are made to any other organization, the auditor shall be provided access either to such organizations' records or relevant audited financial statements when reasonably necessary to prepare the above accounting.

b) Instructions on filing a challenge to the amount of the agency shop service fee with the Union, which, at a minimum, shall provide as follows:

- (1) Non-members who wish to challenge collection of the agency shop service fee because the amount identified allegedly contains expenditures for non-chargeable activities must file an objection letter with the Union within thirty (30) calendar days of receipt of notice (notice shall be rebuttably presumed to have been received no later than five (5) calendar days after it is postmarked). A non-member may file a letter by presenting it to the Union business office in person or by certified mail, return receipt requested. The non-member shall provide a copy of the letter to the County's Director of Labor Relations within three (3) calendar days of its filing with the Union;
- (2) The letter shall be signed by the challenger or the challenger's agent under penalty of perjury and must state with specificity the particular expenditures being challenged, and the grounds for such challenge. The letter must contain the name and mailing address of the challenger;
- (3) During the pendency of the challenge, the amount of the agency shop service fee reasonably in dispute shall be placed in an escrow account established by the Union;
- (4) Within thirty (30) calendar days after receipt, the Union shall schedule a date for arbitration, which shall be conducted in accordance with procedures established by American Arbitration Association. Pending the commencement of arbitration, the Union and the challenger may, by mutual agreement, attempt to resolve the dispute informally;
- (5) The arbitrator shall be selected in accordance with the procedures of the American Arbitration Association;
- (6) The Union shall have the burden of proving that the fee amount complies with this Article and applicable law; and
- (7) The costs of the arbitrator and court reporter, if any, shall be borne entirely by the Union. The challenging employee shall be responsible for his/her costs including but not limited to attorney fees and copies of the court reporter's original transcript.

24.9 Agency Shop – Non-Discrimination

No employee shall be discriminated against or harassed on the basis of his or her status as a non-Union member or a non-Union agency shop service fee payer. Reasonable communication regarding the Union and/or Union membership shall not be considered discrimination or harassment under this Article.

24.10 Agency Shop – Service Fee – Part-time Employees

The financial obligations of employees who work less than full-time are subject to the agency shop service fee provisions of Section 24.2 above. The agency shop service fee shall be set on a prorata basis expressed as a percentage of salary.

24.11 Agency Shop – Notice of New Employees

The following provisions will apply regarding notice of new employees:

- a) The County shall provide the Union with the names and addresses of new employees each pay period.
- b) Union Stewards shall be authorized to receive the names and addresses of new employees each pay period from the departmental payroll clerk.
- c) The names and addresses provided the Union shall be kept confidential.

24.12 Agency Shop – Indemnification

The Union shall defend, indemnify, hold harmless, release and save the County, its agents and employees, from and against any and all claims, demands, suits, orders, judgments, expenses or other forms of liability arising out of or in connection with this Article and/or any action taken or not taken by the County and/or the Union under this Article, including, but not limited to, the collection and procedures for collection of agency shop service fees and the amount of such fees. This Section shall be in addition to any other remedy available to the County under this contract or provision of law.

24.13 Agency Shop – Rescission of Provision

The implementation of the provisions of this Article shall not prohibit or restrict an election to rescind this provision as provided by Government Code Section 3502.5. This agency shop provision may be rescinded pursuant to Government Code Section 3502.5 or its successor provision.

24.14 Agency Shop – Recordkeeping and Reporting

The Union shall comply with the financial record-keeping and reporting requirements of Government Code Section 3502.5(d) or its successor provision.

24.15 Agency Shop – Violation of Article 24

If a court finds the implementation of this Article in violation of constitutional law, the Union shall have sixty (60) days to comply with the Court's order or the County may thereafter cancel Article 24. In the interim, all collections of agency shop service fees by way of payroll deductions by the County shall be suspended, except as allowed by the Court. Also except as allowed by the Court, no unpaid agency shop fee that would otherwise have been due during the time such violation existed may be collected retroactively after the violation was corrected.

24.16 Agency Shop – Non-Arbitrability of

Except as provided below, Article 24 shall be grievable and arbitrable under Article 26 of this agreement.

The following are not grievable nor arbitrable under this agreement:

- a) The adequacy of the Union's notice required by Section 24.8 above; and/or
- b) Other issues bearing on the constitutionality of the Union's collection of an agency shop service fee as prescribed by the courts.

Disputes regarding the amount of the agency shop service fee shall be arbitrable under this memorandum but only pursuant to Section 24.8 above.

And replace it with the following new language (noted in blue):

ARTICLE 24: UNION MEMBERSHIP

24.1 Union Dues

The parties to this Memorandum of Understanding mutually understand and agree all employees subject to this agreement have the right to join or not join the Union.

The County shall deduct union dues from the employee's paycheck upon receipt of written certification from the Union that the Union has received and has on file the employee's voluntary authorization for the deduction.

- A. If employees authorize the deduction of union dues it is understood that the dues will be deducted starting from the first day of the pay period following receipt of the certification.
- B. The employee's earnings must be sufficient after the other legal and required deductions are made to cover the amount of the dues authorization. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In case of an employee who is in non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions (including health care deductions) have priority over Union dues.
- C. Should there be a dispute regarding the deduction of dues, the Union shall provide the County with a copy of the authorization(s) signed by the employee.

24.2 Payroll Deductions and Pay Over

- A. All sums deducted by the County shall be transmitted to the Union by electronic fund transfer to an account specified by the Union, by the tenth (10) calendar day following the pay period when the deductions were made.
- B. Upon written request from the Union, the County agrees to provide the Union with an electronic file that shows a list of names and the amount deducted for each employee for whom a deduction was made.

24.3 Separation from Unit

The provisions of Section 24.1 above shall not apply during the first full pay period, and including any full pay periods, of separation from the eligible bargaining unit by any employee otherwise subject to that Article but shall reapply to such employee following the first full pay period following the return of the employee to the bargaining unit and receipt of the Union's certification that the employee has authorized renewal of the dues deduction. The term "separation" includes layoffs, transfer out of the covered bargaining units by request, promotion, demotion, reclassification or for any other lawful reason, and leaves of absence of a duration of more than one (1) full pay period, whether paid or unpaid and for any reason, including disability.

24.4 Non-Discrimination

No employee shall be discriminated against or harassed on the basis of his or her status as a non-Union member. Reasonable communication regarding the Union and/or Union membership shall not be considered discrimination or harassment under this Article.

24.5 Notice of New Employees and New Employee Orientation

1. Employee Information

The following provisions will apply regarding notice of new employees:

The County shall provide the Union with an electronic list of the following information for new employees each pay period:

- a. employee's full name,
- b. employee status (FT/PT/EH),
- c. hire date,
- d. department,
- e. job title,
- f. hourly rate,
- g. assigned work location,
- h. phone number (home, cellular, and work),
- i. email address (personal), and
- j. address (home and mailing).

In addition, the County agrees to provide an electronic list to the Union of the employee information above for all bargaining unit employees for each pay period.

2. New Employee Orientation

- A. The County shall notify new employees represented by Union that Local 39 is the recognized employee organization for the employee's classification. Within 30 days of hire into a Local 39 bargaining unit, the Union shall have the opportunity to make a 30-minute presentation at each new employee orientation program presented by the County Human Resources Department. The County shall notify the Union of an employee orientation at the earliest opportunity but no later than ten (10) calendar days in advance, except that a shorter notice may be provided in specific instance where there is an urgent need critical to the County's operations that was not reasonably foreseeable. In addition, the County shall provide the Union an electronic list of expected participants at the earliest opportunity but no later than seventy-two (72) hours in advance of the employee orientation. Each new employee shall receive a copy of the Union's standard introductory packet, copies of which shall be provided by the Union.
- B. The County shall provide the Union a copy of the sign-in sheet, including the bargaining unit, within five (5) business days after each new employee orientation program presented by the County Human Resources Department.
- C. Within ninety (90) days of hire into the Local 39 bargaining unit, an employee who does not attend the orientation program presented by the County Human Resources Department, upon the Union request, shall be authorized for County release time to attend a 30-minute make-up session with the Union during regular working hours onsite.
- D. The County shall provide thirty (30) minutes of County paid release time and a reasonable amount of paid release time for necessary travel for a Local 39 Shop Steward to present on the Union's behalf at each new employee orientation and for each make-up session. A shop steward shall be selected by the Union.

24.6 Hold Harmless

The Union shall defend, indemnify, hold harmless, release and save the County, its agents and employees, from and against any and all claims, demands, suits, orders, judgments, expenses or other forms of liability arising out of or in connection with this Article and/or any action taken or not taken by the County and/or the Union under this Article. This Section shall be in addition to any other remedy available to the County under this contract or provision of law.

This Side Letter sets forth the full and entire understanding of the parties regarding the matters set forth herein. Any other prior or existing understanding or agreements by the parties whether formal or informal regarding any such matters are hereby superseded or terminated in their entirety.


The Union agrees that the County has met its obligation to meet and confer on the contents of this Side Letter.

No agreement, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by the parties hereto and, if required, approved and implemented by the County's Board of Supervisors.

The waiver of any breach, term or condition of this Side Letter by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

COUNTY OF SONOMA


LOCAL 39



Janie Carduff
Supervising Employee Relations Analyst



Bart Florence
Business Manager



Steve Crouch
Director of Public Employees



Stan Eichenberger
Business Representative

Date: 11/29/18

Date: 12/4/18



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors of the County of Sonoma
Board of Directors of the Sonoma County Water Agency

Board Agenda Date: January 8, 2019

Vote Requirement: Majority

Department or Agency Name(s): Human Resources

Staff Name and Phone Number:

Janie Carduff – (707) 565-3995

Supervisorial District(s):

All

Title: Side Letter to the Memorandum of Understanding between the County of Sonoma and the Western Council of Engineers (WCE).

Recommended Actions:

Adopt a Concurrent Resolution Approving a Side-Letter Agreement between the County of Sonoma and the Western Counsel of Engineers that Eliminates the Vacation Purchase Plan, Accelerates Vacation Accruals for Employees During the First Four (4) Years of Employment, and Creates a Vacation Savings Plan for Employees in Years 3-5.

Executive Summary:

This Board item recommends approval of a Side-Letter agreement (Attachment A) that eliminates the Vacation Purchase Plan (VPP) currently provided for in the Memorandum of Understanding (MOU) between the County of Sonoma (County) and the Western Council of Engineers (WCE). The elimination of the VPP is necessary for compliance with Internal Revenue Service Code (IRS) regulations.

In accordance with Article 38 (Separability) of the MOU, the County and WCE met and conferred for the purpose of arriving at a mutually satisfactory replacement for the VPP. The replacement provides for accelerated vacation accruals for employees represented by WCE during the first four years of employment and a post-tax Vacation Savings Plan (VSP) for employees in years three through five.

Discussion:

The Vacation Purchase Plan provision in the MOUs between the County and four recognized employee organizations provided each eligible, full-time employee with the option to purchase up to forty (40) hours of vacation leave each calendar year during their first five (5) years of permanent, probationary, or unclassified employment when employees accrue fewer vacation days. The vacation accrual rates start at approximately 90 hours in the first two years and increase incrementally each year to 125 hours by the fifth year of employment.

When the County became aware that the VPP might not comply with Internal Revenue Code section 125, the County retained outside counsel to conduct a legal review of the VPP and to advise on compliance with the Internal Revenue Code. Outside counsel confirmed that the VPP should be redesigned or replaced to meet IRS requirements.

The VPP was suspended effective October 10, 2017. In accordance with Article 38 (Separability) of the MOU, the County offered to meet and confer for the purpose of arriving at a mutually satisfactory replacement for the VPP. The County has completed the meet and confer process with Western Council of Engineers.

This Board item requests approval of the same accelerated vacation accruals and a post-tax Vacation Savings Plan (VSP) previously provided to the Unrepresented and Confidential employees, and employees represented by Service Employees' International Union, Local 1021 (SEIU), Engineers and Scientists of California, Local 20 (ESC), and International Union of Operating Engineers Stationary Engineers, Local 39 (Local 39). Accelerated accruals, if approved for WCE, will add approximately 30 vacation hours from the date of hire up to two years, 15 additional hours in years two up to three and 8 additional hours in years three and four. The recommended effective date coincides with the date the VPP was suspended. If approved by the Board, Payroll will implement the additional vacation accruals for each eligible employee.

The VSP gives eligible employees the ability to elect to set aside up to twenty hours of base pay each year during years three through five of employment with the County. Employees will enroll during an annual open enrollment period. Any unused hours are paid back to the employee in May of the following year. If approved by the Board, the County will provide an open enrollment as soon as administratively feasible for the 2019 plan year. In addition, if approved, during the 2019 plan year, eligible employees will be offered a one-time opportunity to set aside up to 40 additional "catch-up" hours in recognition of the suspension of the previous plan. The combination of the accelerated vacation accruals and new VSP does not exceed the total vacation hours available for purchase under the previous plan.

Prior Board Actions:

- June 14, 2016, Board adopted Amendments to Salary Resolution, Resolution #16-0234
- June 11, 2018, Board adopted VPP Replacement Side Letter, ESC, Resolution #18-0243
- June 11, 2018, Board adopted VPP Replacement Side Letter, SEIU, Resolution #18-0244
- October 9, 2018, Board adopted MOU changes including VPP Replacement, Local 39, Resolution #18-0412
- October 23, 2018, Board adopted MOU extension between the County and WCE, Resolution #18-0444

Strategic Plan Alignment Goal 3: Invest in the Future

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:			
Additional vacation hours as a result of this action will not result in the need for additional funding.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
1. Concurrent Resolution 2. Attachment A - Side-Letter Agreement between the County of Sonoma and Western Council of Engineers			
Related Items "On File" with the Clerk of the Board:			



County of Sonoma

State of California

Date: January 8, 2019

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Concurrent Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, and The Board of Directors of the Sonoma County Water Agency, Approving a Side-Letter Agreement to The Memorandum Of Understanding Between The County Of Sonoma And the Western Counsel of Engineers.

Whereas, the Western Counsel of Engineers (WCE) is a recognized employee organization representing bargaining unit 21; and

Whereas, Article 21.7 (Vacation Purchase Plan) of the MOU provides that the County will offer a Vacation Purchase Plan to eligible employees and sets forth the details of the Vacation Purchase Plan; and

Whereas, compliance with Article 21.7 (Vacation Purchase Plan) is restrained by the Internal Revenue Code; and

Whereas, the County notified WCE that in accordance with Article 38 (Separability) of the MOU the County would suspend Article 21.7 (Vacation Purchase Plan) effective October 10, 2017; and

Whereas, Article 38 (Separability) of the MOU requires the County to meet and confer with WCE for the purpose of arriving at a mutually satisfactory replacement for Article 21.7 (Vacation Purchase Plan) of the MOU; and

Whereas, the County met and conferred with representatives of WCE to negotiate a Side-Letter of Agreement that replaces Article 21.7 (Vacation Purchase Plan) of the MOU; and

Whereas, the County and WCE have reached a tentative agreement on the terms and conditions of a Side-Letter of Agreement (Attachment A) that replaces Article 21.7 (Vacation Purchase Plan) of the MOU;

Resolution #

Date:

Page 2

Now, Therefore, Be It Resolved that this Board hereby approves the tentative agreement setting the terms and conditions of the Side-Letter of Agreement (Attachment A) between the County and WCE, which is attached and incorporated by reference herein.

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

Supervisors:

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

Side Letter Agreement Between
County of Sonoma and Western Council of Engineers
RE: Vacation Savings Plan (VSP)

On September 13, 2017, the County of Sonoma (County) notified Western Council of Engineers (WCE) that in accordance with Article 38 – Separability of the Memorandum of Understanding (MOU), the County would suspend the Vacation Purchase Plan (VPP) effective October 10, 2017. The County and WCE met and conferred for the purpose of arriving at a mutually satisfactory replacement of Article 21 – Vacations of the MOU and agree to the following:

1. Article 21.3: Vacation accruals for years 0 – 5 (0 – 10,434 in-service hours) will be collapsed to the same accrual rate (4.94 hours accrued per 80 in-service hours).
2. Article 21.7: The Vacation Purchase Plan will be replaced with the Vacation Savings Plan.
3. To reflect the above changes, upon approval by the County of Sonoma Board of Supervisors, the language in the WCE MOU will be replaced as follows:

ARTICLE 21 - VACATIONS

21.1 Vacation - 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 Section 21.3.

21.2 Vacation - 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.

21.3 Vacation - Accrual

Each employee who has completed the following in-service hours shall accrue vacation leave at the appropriate rate shown below. In-service hours include all hours in paid status excluding overtime up to a maximum of eighty (80) per pay period.

Rates shown below will be adjusted to reflect any unpaid time in each pay period.

Years of Completed Full-Time Service	Service Hours of Completed Service	Rate for 80 In-Service Hr. Per Pay Period	* Maximum Accumulated Hours
0 through 2	0,0 – 4,173	3.72	280
2 through 3	4,174 – 6,260	4.33	280
3 through 4	6,261 – 8,347	4.64	280
4 through 5	8,348 – 10,434	4.94	280
5 through 10	10,435 – 20,870	5.25	280
10 through 15	20,871 – 31,305	6.48	280
15 through 20	31,306 – 41,741	7.09	280
20 through 25	41,742 – 52,177	7.70	280

Side Letter Agreement Between
 County of Sonoma and Western Council of Engineers
 RE: Vacation Savings Plan (VSP)

Years of Completed Full-Time Service	Service Hours of Completed Service	Rate for 80 In-Service Hr. Per Pay Period	* Maximum Accumulated Hours
25 or greater	52,178 or more	8.01	280

21.4 Vacation – Credit Upon Reappointment

Each employee with 10,435 in-service hours (five (5) or more years) who resigned in good standing and is reappointed within two (2) years shall be credited with all prior continuous service less 4,174 in-service hours (two (2) years) for purposes of new vacation accrual. Each employee with 10,435 in-service hours (five (5) or more years) who is laid off and who is reappointed within two (2) 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 or appointing authority. No employee may take vacation leave in advance of that actually accumulated at the time such leave is taken.

21.6 Payment for Unused

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 termination.

21.7 Vacation ~~Purchase~~ Savings Plan

~~Each eligible full- and part-time employee may elect to purchase up to forty (40) hours of vacation leave each calendar year during his/her first five (5) years of permanent, probationary, or unclassified employment in a regularly allocated position. Vacation purchased shall not exceed two hundred (200) hours. Eligibility will start from the employee's first in-service hour with the County of Sonoma. Eligibility will end upon completion of 10,435 in-service hours. Each eligible employee must submit a signed vacation purchase plan agreement to his/her Payroll Clerk. Upon receipt the employee's future bi-weekly salary will be reduced by a minimum of two (2) hour increments until the purchase plan agreement has been fulfilled. Purchased vacation will be posted to the employees leave balance upon purchase and will be available to the employee the pay period following purchase. All purchases of vacation must be completed prior to the end of the calendar year in which the employee reaches the in-service hours of 10,435. The additional vacation purchased is subject to the following guidelines:~~

Side Letter Agreement Between
County of Sonoma and Western Council of Engineers
RE: Vacation Savings Plan (VSP)

- ~~1. Purchased vacation must be taken before accrued vacation in Section 21.3~~
- ~~2. Purchased vacation is subject to the maximum accumulation limits and usage in Section 21.3.~~
- ~~3. Purchased vacation is subject to the same provisions in Section 21.5~~
- ~~4. Purchased vacation hours when taken as time off will not be included in paid status hours for purposes of shift pay and premium pay.~~
- ~~5. Vacation Purchased will be paid off at the employee's base hourly rate at the time of termination.~~

~~Part-time employees will be eligible to purchase vacation time on a pro-rata basis.~~

Under the Vacation Savings Plan (VSP), each eligible (permanent or probationary) full-time employee may elect to set aside up to twenty (20) hours of base rate pay each plan year during years 3 through 5 (4,174 to 10,434 service hours) of permanent, probationary, or unclassified employment. Part-time employees will be eligible to set aside hours on a pro-rata basis, based on their allocated FTE (full time equivalent) position.

Employees enroll during an annual open enrollment period in October/November for the subsequent plan year. The plan year runs from January 1 – December 31. Full-time and part-time employees become eligible to enroll in the VSP upon reaching 4,174 service hours as of the pay period end date immediately preceding the start of open enrollment. Eligibility to enroll ends upon completion of 10,434 in-service hours as of the last day of the pay period immediately preceding the start of an annual open enrollment.

Employees new to this MOU who have between 4,174 and 10,434 in-service hours may enroll within their first 60 days for the current plan year. Information on the plan will be provided by the payroll clerk. Deductions for current plan year enrollments must be completed by the end of the final pay period in December of the current plan year.

Employees who have reached 4,174 hours by the last day of the pay period immediately preceding the beginning of an annual enrollment, and who have not exceeded 10,434 service hours, must complete their election through the County's self-service program or paper enrollment form during the open enrollment period. Employees indicate the number of hours (up to 20) they wish to purchase, and the number of pay periods over which the deductions will occur beginning on the first pay period of the new plan year. Deductions for regular and special enrollments will be in equal amounts over the number of pay periods selected by the employee at the base hourly rate of pay at the time of the first deduction. Deductions must be completed by the end of the final pay period in December. Employees may submit one enrollment per plan year. Elections must be in whole hour increments.

At the end of the plan year, up to 20 hours may roll forward to the subsequent plan year until the last pay date in April. Any unused hours from the prior year on account at the end of the last pay period in April will be paid back to the employee in May.

The dollar value and hours available in the VSP bank will appear on the employee's paystub, the County's self-service program, and Timesaver.

Deductions are made on an after-tax basis. If there are insufficient funds to cover the deduction, the deduction will not be taken and the amount will automatically recalculate for the remaining elected pay periods in the plan year.

Side Letter Agreement Between
County of Sonoma and Western Council of Engineers
RE: Vacation Savings Plan (VSP)

Employees may cancel participation in the program by notifying the Auditor Payroll Division in writing by completing a Vacation Savings Plan Enrollment/Cancellation Form. The employee designates whether the amount accrued to date will be paid out to the employee or will carry forward under the plan provisions. Balances being paid back to the employee will be paid off as soon as administratively feasible.

In the event the employee separates from County employment or has a change in eligibility status for the plan, unused VSP will be paid to the employee as soon as administratively feasible. Reaching 10,434 hours during the plan year is not considered a "change in status" under this provision.

Use of VSP hours are subject to the following guidelines:

- a) Time may be used in one-tenth hour increments.
- b) Use of VSP hours is subject to the same provisions in Section 21.5 Vacation Schedules, and require the same pre-approval process as accrued vacation hours.
- c) When paid, VSP hours are not taxed and are paid at the same hourly rate of pay as when they were deducted.
- d) If the value in the VSP bank is not sufficient to cover the employee's payroll deductions, the employee must arrange for payment with Auditor Payroll.
- e) VSP hours will count toward seniority and merit, and will be considered "paid status" for the purposes of health benefits, vacation and sick leave accrual, and holiday pay only.
- f) VSP hours will not be credited to retirement service hours, or be included in retirement final annual salary calculation.
- g) VSP hours will not be considered paid status hours for shift pay, premium pay, or cash allowance.
- h) VSP hours must be depleted prior to receiving Catastrophic Leave or Disaster Leave; Short Term Disability plans may also require the depletion of leave, if applicable.
- i) VSP hours may be used in conjunction with Worker's Compensation benefits in the same manner as accrued leave.
- j) VSP hours may not be used to extend the date of separation from County employment.

4. Implementation of Accruals and Vacation Savings Plan:

- a. New Accrual Rate: The new accrual rates will be effective as of January 1, 2019, and applied by payroll as soon as administratively feasible following adoption of this Side Letter Agreement by the County of Sonoma Board of Supervisors.
- b. Open Enrollment for 2019 Plan Year: In addition to the annual 20 hours available under the Vacation Savings Plan, employees have the option to set aside up to forty (40) additional "catch-up" hours of base rate pay for the 2019 enrollment only. All hours are subject to the same provisions of the Vacation Savings Plan. Employees are eligible for the 2019 enrollment if they have at least 4,174 in-service hours as of the beginning of the enrollment period in 2018, and had not yet reached 10,434 hours as of October 10, 2017. Eligibility for all subsequent enrollments will be as provided under Article 21.7 - Vacation Savings Plan.

5. This Side Letter sets forth the full and entire understanding of the parties regarding the matters set forth herein. Any other prior or existing understanding or agreements by the parties whether

Side Letter Agreement Between
County of Sonoma and Western Council of Engineers
RE: Vacation Savings Plan (VSP)

formal or informal regarding any such matters are hereby superseded or terminated in their entirety.

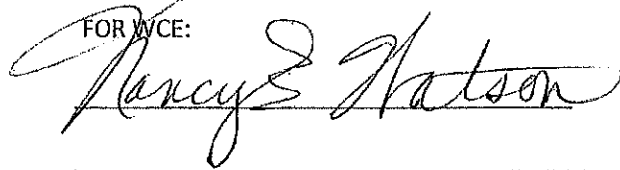
6. WCE agrees that the County has met its obligation to meet and confer on the contents of this Side Letter.
7. No agreement, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by the parties hereto and, if required, approved and implemented by the County's Board of Supervisors.
8. The waiver of any breach, term or condition of this Side Letter by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

FOR THE COUNTY:



Date: 12/13/18

FOR WCE:



Date: 12/10/18



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Directors, Sonoma County Water Agency

Board Agenda Date: January 8, 2019

Vote Requirement: Majority

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

Staff Name and Phone Number:

Brian Paulson 547-1920

Supervisorial District(s):

Title: Montgomery Drive Storage Building (at SBS Facility) – Contract Award

Recommended Actions:

The Sonoma County Water Agency requests Board approval of the following actions related to construction of the Montgomery Drive Storage Building Project (Project), which will provide a convenient cost-effective storage location for equipment and materials that are used for maintaining and making emergency repairs to our aqueduct system:

1. Adopt and approve the Project Manual and Drawings (“plans and specifications”) entitled “Montgomery Drive Storage Building (at SBS Facility).”
2. Authorize the General Manager of Sonoma Water to sign Document 00650 (Agreement and Release of Any and All Claims), with County Counsel review, if any unresolved claims are listed by the contractor.
3. Authorize the General Manager of the Water Agency to waive the escrow account requirements of Document 00670 (Escrow Bid Documents) of the Project Manual.
4. Award the contract to R&C Construction for the amount of \$517,650, and authorize the Chair of the Board to execute the contract.
5. Delegate to the General Manager of Sonoma Water or his designee the authority to approve design changes to the Project as may be necessary or appropriate in connection with change orders within the General Manager’s authority pursuant to Resolution No. 04-0547.

Executive Summary:

The Montgomery Drive site (Sonoma Booster Station) (Project) is strategically located in an area that, in addition to boosting water pressure in the Sonoma County Water Agency’s (Sonoma Water) aqueducts, serves as a convenient cost-effective storage location for equipment and materials that are used for maintaining and making emergency repairs to our aqueduct system. This item requests approval of a contract with R&C Construction for \$517,650 for construction of the Project.

Discussion:

HISTORY OF ITEM/BACKGROUND

Sonoma Water has been limited in the past as to what materials and equipment can be stored at the site without a building providing all weather and theft protection. As such, costly time is consumed transporting materials and equipment to and from its Mirabel or Airport Blvd. locations. The addition of this storage building will allow Sonoma Water to provide much quicker repairs to its aqueduct system in the event of damage, maintaining water service to its contractors.

A Notice of Exemption for compliance with the California Environmental Quality Act (CEQA) was filed with the County Clerk on April 28, 2014.

The Project is located at 5200 Montgomery Drive, Santa Rosa, California, adjacent to the Spring Lake flood detention reservoir. The Work includes, but is not limited to, the construction of a pre-engineered metal storage building; related site work and foundation; power, lighting, grounding, and a new PG&E connection.

The Project was initially bid on June 12, 2018, and only one bid was received at a cost exceeding the engineer's estimate. Sonoma Water requested and received approval from the Board to reject all bids. At the time Sonoma Water staff believed that by advertising and re-bidding the Project during a more favorable time of the year, multiple bids may be received, thereby providing a more competitive result at a potentially lower cost. The Project was re-advertised on 10/11/18 and bids were received on 11/13/18. Once again only a single bid was received for the Project at a similar, and only slightly lower, cost. Staff has concluded that this bid outcome is representative of the current bidding environment due to the high amount of post-fire construction activity and is thereby recommending award of the contract.

The Project was advertised for bids: 10/11/2018

Bids were opened: 11/13/2018

Bid for construction of said Project were received on Tuesday, November 13, 2018, as follows:

R&C Construction, Middletown, CA

The Engineer's Estimate was \$452,175.

The one and only bid is from R&C Construction and is \$65,475 above the Engineer's Estimate. R&C Construction has been found to be responsive and responsible, additionally R&C Construction is experienced in the type of construction and met the experience requirements. Pursuant to Resolution No. 04-0547, the General Manager maintains authority to approve change orders to construction approved by the Board of up to \$50,000 each, provided the change order doesn't affect the material character of the work and the need for the change order results from unforeseen matters which are discovered after the contract was awarded and such modifications are necessary or advisable to complete the project in a timely and efficient manner. In the unlikely event that significant design-related changes are necessary to complete the Project, staff will return to the Board to approve such changes. However, staff request that the Board authorize the General Manager or his designee to approve design changes as may be necessary

or appropriate in connection with change orders within the General Manager’s authority pursuant to Resolution No. 04-0547.

A contractor must execute a release of claims (Document 00650) before final payment but may except any unresolved claims from the release. The requested action authorizes the General Manager to approve the release unless the contractor lists unresolved claims. In that case, County Counsel must review Document 00650 prior to General Manager approval.

Sonoma Water recommends the Board take the following actions:

Actions

1. Adopt and approve the Project Manual and Drawings (“plans and specifications”) entitled “Montgomery Drive Storage Building (at SBS Facility).”
2. Authorize the General Manager of Sonoma Water to sign Document 00650 (Agreement and Release of Any and All Claims), with County Counsel review, if any unresolved claims are listed by the contractor.
3. Authorize the General Manager of the Water Agency to waive the escrow account requirements of Document 00670 (Escrow Bid Documents) of the Project Manual.
4. Award the contract to R&C Construction for the amount of \$517,650, and authorize the Chair of the Board to execute the contract.
5. Delegate to the General Manager of Sonoma Water or his designee the authority to approve design changes to the Project as may be necessary or appropriate in connection with change orders within the General Manager’s authority pursuant to Resolution No. 04-0547.

ALTERNATIVES

Non-approval will compromise Sonoma Water’s ability to provide efficient and cost effective maintenance and repairs of Sonoma Water’s aqueduct system during normal operations and in emergencies.

Prior Board Actions:

7/24/2018 Board Action requesting Rejection of Bids.

Strategic Plan Alignment Goal 3: Invest in the Future

Ensure that water will be available to customers at all times, including during short term emergencies, such as earthquakes, damage by others, and long term challenges caused by extended droughts and global climate change.

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

The storage building will be used to protect materials and equipment needed for the ongoing maintenance and emergency repair of Sonoma Water’s aqueduct system.

Fiscal Summary			
Expenditures	FY 18-19 Adopted	FY 19-20 Projected	FY 20-21 Projected
Budgeted Expenses	517,650		
Additional Appropriation Requested			
Total Expenditures	517,650		
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other	517,650		
Use of Fund Balance			
Contingencies			
Total Sources	517,650		
Narrative Explanation of Fiscal Impacts:			
Budgeted amount of \$517,650 is available from FY 2018/2019 appropriations in the Water Transmission Common Facilities Fund. No additional appropriation is required.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
N/A			
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
None			
Related Items “On File” with the Clerk of the Board:			
Project Manual and Drawings https://evogov.s3.amazonaws.com/bids/2018/11/01/Project_Manual.pdf			



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Directors, Sonoma County Water Agency

Board Agenda Date: January 8, 2019

Vote Requirement: Informational Only

Department or Agency Name(s):

Staff Name and Phone Number:

Susan Haydon /547-1937

Supervisorial District(s):

All

Title: Storm Water Resource Plans

Recommended Actions:

Receive Report on Storm Water Resource Plans

Executive Summary:

Through a collaborative, stakeholder driven and watershed based planning process, two Storm Water Resource Plans (Resource Plan(s) covering two different watershed in the County have been developed to identify and prioritize multi-benefit projects that capture and treat stormwater. Projects identified in these Resource Plans are eligible for state Proposition 1 implementation funding through the State Water Resources Board's Storm Water Grant Program. The plans that have been developed in the County are the Southern Sonoma County Resource Plan, and the Russian River Resource Plan. These Resource Plans together identify over 150 multiple benefit projects have been identified by multiple agencies, organizations and stakeholder groups, and are described in these two Plans.

Discussion:

Pursuant to Senate Bill 985, multiple benefit stormwater projects must be identified in a collaborative and science-based plan in order to be eligible for state funding. Benefits must be quantified based on shared data and agreed upon metrics. Projects are defined as both programmatic and "in-the-ground" projects.

The Sonoma County Water Agency (Sonoma Water) led the development of the Resource Plan for the Southern Sonoma County watersheds of the Petaluma River and Sonoma Creek. Sonoma Water was the recipient of Prop 1 planning grant funds from the Storm Water Grant Program to develop the Southern Sonoma County Resource Plan. As part of the States approval process, the Southern Sonoma County Resource Plan has been incorporated in the Bay Area Integrated Water Management Plan, making the projects eligible for consideration for state funding.

Similarly, the Russian River Watershed Association (fiscal agent- City of Ukiah) was also the recipient of Prop 1 planning grant funds from same program to develop the Russian River Resource Plan. Sonoma

Water served as a partner and collaborating entity to the Russian River Watershed Association. The Russian River Resource Plan has been incorporated in the North Coast Integrated Water Management Plan by the North Coast Resource Partnership.

These state planning grant funds enabled the convening of stakeholders and collaborating entities to share data and participate in a planning process to develop a watershed based plan to identify and prioritize projects and guide future implementation of stormwater management projects. Both Resource Plans adhere and comply with the state guidelines, and were developed during similar timeframes.

This new state grant program and planning process initiates for the first time, a planning process with these features: a) public agency led, with emphasis on local watershed management and resiliency; b) publicly shared, based on best available science and data; c) a stakeholder driven approach, incorporating stakeholder methods and metrics; d) democratizes opportunities that daylights projects and proponents; e) encourages partnerships and leveraging; and f) incorporates adaptive management for changes in regulations and community needs.

In addition to multiple Technical Advisory Committee meetings, several public meetings were held throughout the planning process. Public input was solicited on the identification of projects and the Draft Resource Plans.

Project proponents of identified projects are eligible to apply for future Prop 1 Implementation funding under the Storm Water Grant Program. A significant catalog of projects and proponents developed which can be utilized to leverage a variety of other funds, expand cooperation and develop triple bottom line assessments for the environment, community, equity.

Many of the projects identified in the Resource Plans implement other initiatives within Sonoma County including Sonoma County Venture Conservation, Sonoma Water's Stormwater Management and Groundwater Recharge Initiative, Sonoma County and City General Plans addressing managing stormwater, LandSmart Planning, Vital Lands Initiative, Sonoma-Marin Water Savings Partnership, Community Resilience Challenge, Neighborhood Water Teams program, and Department of Water Resources Integrated Regional Water Management Program.

HISTORY OF ITEM/BACKGROUND:

The Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1) was approved by California voters on November 4, 2014. Proposition 1 authorized \$7.545 billion in general obligation bonds for water projects including surface and groundwater storage, ecosystem and watershed restoration, and drinking water protection. Of the \$7.545 billion, \$200 million in grant funds was allocated for multi-benefit storm water management projects. Within the County, two planning grants were awarded to fund the development of Storm Water Resource Plans to enable Sonoma Water, its partners in the development of the Resource Plans, and other entities to apply for State grant funding to implement storm water management projects described in the Resource Plans. California Water Code section 10563 (as amended by Senate Bill 985) requires public agencies to develop a Storm Water Resource Plan as a condition of receiving grant funds for storm water and dry weather runoff capture projects.

The Southern Sonoma County Storm Water Resource Plan (Resource Plan)

The Resource Plan is one of 28 plans funded under the Proposition 1 Storm Water Planning Grant Program. From this funding, Sonoma Water was granted \$484,627 by the State for the development of a Storm Water Resource Plan (Resource Plan) for Southern Sonoma County to enable Sonoma Water, its partners, and other entities to apply for State grant programs to implement storm water management projects proposed in the Resource Plan. Sonoma Water contracted with Environmental Science Associates to perform limited field investigations to determine subsurface conditions and to assist in the development of the Resource Plan.

The Resource Plan used grant funds to identify and prioritize storm water and dry weather runoff capture projects for implementation. Resource Projects were evaluated using agreed upon criteria and a metrics-based quantitative analysis of multiple benefits types including: water supply, water quality, flood management, environmental, and other community benefits (recreation, educational, etc.). The Plan is statutorily and categorically exempt from complying with the California Environmental Quality Act. This Resource Plan assists in achieving the Board's priority of preserving natural resources, as well as reaching the goal to invest in key infrastructure.

Collaborative Planning Process and Partnerships

Preparing the Resource Plan for Southern Sonoma watersheds required a collaborative effort among diverse interests. Sonoma Water convened a Technical Advisory Committee of 13 stakeholders and collaborating entities for the S Resource Plan. Participating entities include: Sonoma Water, State Water Resources Control Board, San Francisco Bay Area Regional Water Quality Control Board, Sonoma County Agricultural and Open Space District, Sonoma County Regional Parks, Permit Sonoma, City of Petaluma, City of Sonoma, Valley of the Moon Water District, Sonoma Resource Conservation District, Sonoma Ecology Center, Daily Acts, Sonoma Land Trust, North Bay Agricultural Alliance, and Friends of the Petaluma River. Sonoma Water has cultivated strong partnerships with agencies serving these watersheds, including municipal government and non-government organizations, planning and watershed restoration groups, and regional planning organizations. The Resource Plan will use measurable factors to identify, quantify, and prioritize storm water and dry weather runoff capture projects. Resource Projects will be prioritized through a collaborative process with stakeholders using decision support tools provided by the State Water Resources Control Board.

The Technical Advisory Committee was charged with approving the process and reviewing the draft Plan and products, quantification methodology, analyzing data, advising on the Resource Plan, community outreach and facilitating public input, and suggesting projects for Resource Plan inclusion, and prioritizing projects for implementation.

Resource Project partners who have committed their own time and resources towards the Resource Plan include Permit Sonoma, Sonoma County Regional Parks, Sonoma County Agricultural and Open Space District, Lawrence Berkeley National Laboratory, Sonoma Ecology Center, Sonoma Land Trust, Sonoma Resource Conservation District, Valley of the Moon Water District, and the Cities of Petaluma and Sonoma. Some partners will utilize grant funds to perform data collection and analysis to help inform the Resource Plan. Others contributed their time and expertise to the Resource Plan by serving as members of the Committee and otherwise participating in the Resource Plan's development.

RUSSIAN RIVER STORM WATER RESOURCE PLAN/AGREEMENT WITH CITY OF UKIAH

Proposition 1 Storm Water Planning Grant funds were also awarded to the City of Ukiah to prepare a similar plan for the Russian River watershed. Ukiah is the lead agency for this watershed’s plan, managed by the Russian River Watershed Association. Sonoma Water is a participating partner and will be receiving \$85,000 in grant funds and contributing in-kind services valued at \$100,000 as match funding, as required by the grant terms. Under the agreement with the City of Ukiah, Sonoma Water’s responsibilities for this Resource Plan include providing field investigations to evaluate geotechnical site characteristics and developing a process model and methodology focused on the Laguna-Mark West sub-watershed. This model can be used to inform future assessments by others in other sub-basins within the Russian River watershed.

Prior Board Actions:

- 08/15/17: Authorized the Water Agency’s General Manager to execute two agreements with Environmental Science Associates for work related to Storm Water Resource Plans in Southern Sonoma County (\$342,000) and the Russian River (\$78,000) watersheds. The aggregate total budget for the two agreements is \$420,000 with \$303,000 to be paid in grant funds. The term of both agreements is from May 15, 2017 to December 31, 2019.
- 08/15/17: Authorized the Water Agency’s General Manager to execute an agreement with the City of Ukiah, pursuant to which Water Agency will provide services for the development of the Russian River Storm Water Resource Plan valued at \$185,000. The Water Agency will receive \$85,000 in grant funds and will be provide in-kind services worth \$100,000 as match for the State grant.
- 03/21/2017 Adopted resolution authorizing the Water Agency’s General Manager to execute an Assistance Agreement (Grant Agreement) with the State Water Resources Control Board to receive \$484,627 for the Plan and related action.
- 03/21/2017: Authorized the Water Agency’s General Manager to execute agreements with program partners to pass through grant funds.

Strategic Plan Alignment Goal 3: Invest in the Future

Develop Plan to adapt to climate change, treating stormwater as resource for community benefits. Continues work on stormwater management and groundwater recharge to increase water supply reliability, flood management, improve water quality and habitat, water conservation and natural resource management, and may lead to future economic opportunities through available state grant funding programs.

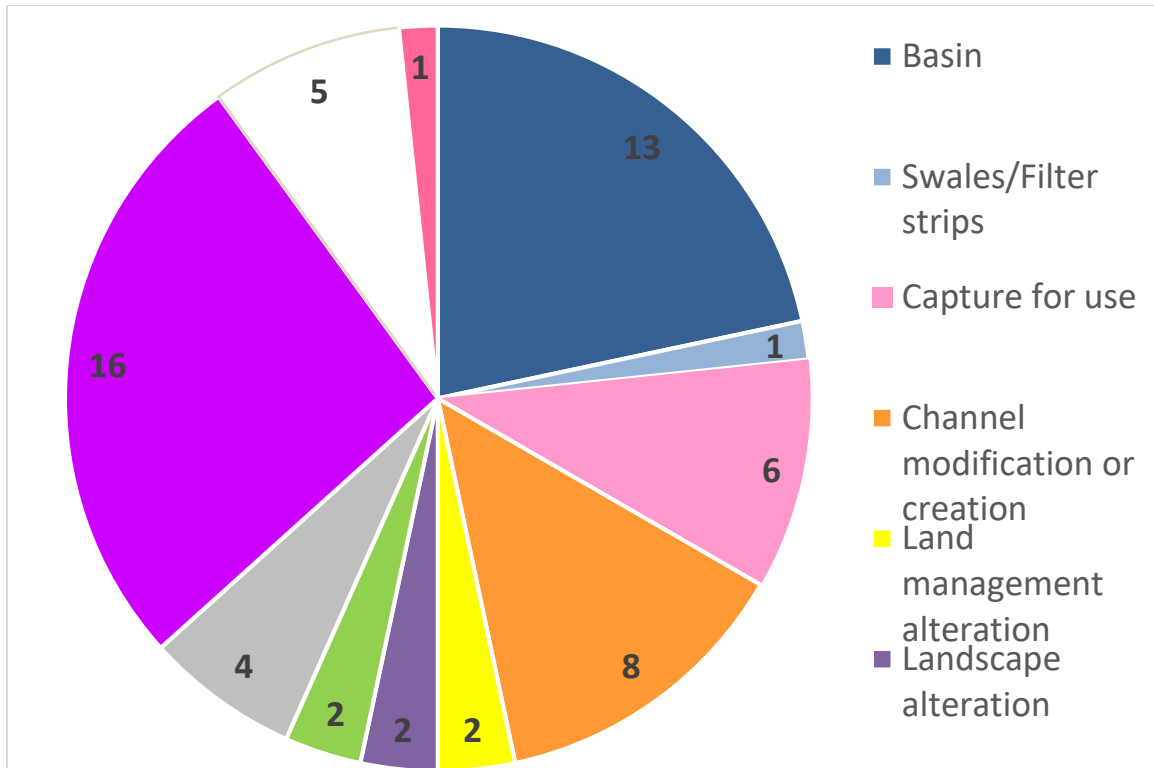
Sonoma Water Strategic Plan: Inherent in integrated planning, the Plan directly aligns and achieves multiple goals:

1. Water Supply and Transmission System, Goal 1: Protect drinking water supply and promote water use efficiency.
2. Flood Protection, Goal 1: Provide efficient and effective flood protection programs.
3. Climate Change Goal 1: continuing improving our ability to respond and adapt to climate change.

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:			
N/A			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
N/A			
Narrative Explanation of Staffing Impacts (If Required):			
N/A			
Attachments:			
Southern Sonoma County Storm Water Resource Plan- List of Projects, Attachment 1 Russian River Watershed Storm Water Resource Plan – List of Projects, Attachment 2			
Related Items “On File” with the Clerk of the Board:			
Southern Sonoma County Storm Water Resource Plan https://evogov.s3.amazonaws.com/185/media/186609.pdf Russian River Watershed Storm Water Resource Plan			

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Plans_summ.docm

CF/43.1-0-2 Southern Sonoma County Storm Water Resource Planning
Project (ID 6660)
CF/43.1-11-21 Ukiah, City of (Funding Agree for Russian River Storm Water
Resource Planning) 16/17-107 (ID 6740)



Note: Number within each pie slice indicates the total number of projects for each management action type

Figure 15 Southern Sonoma SWRP Projects by Management Action Type

**TABLE 22
SOUTHERN SONOMA SWRP PROJECTS**

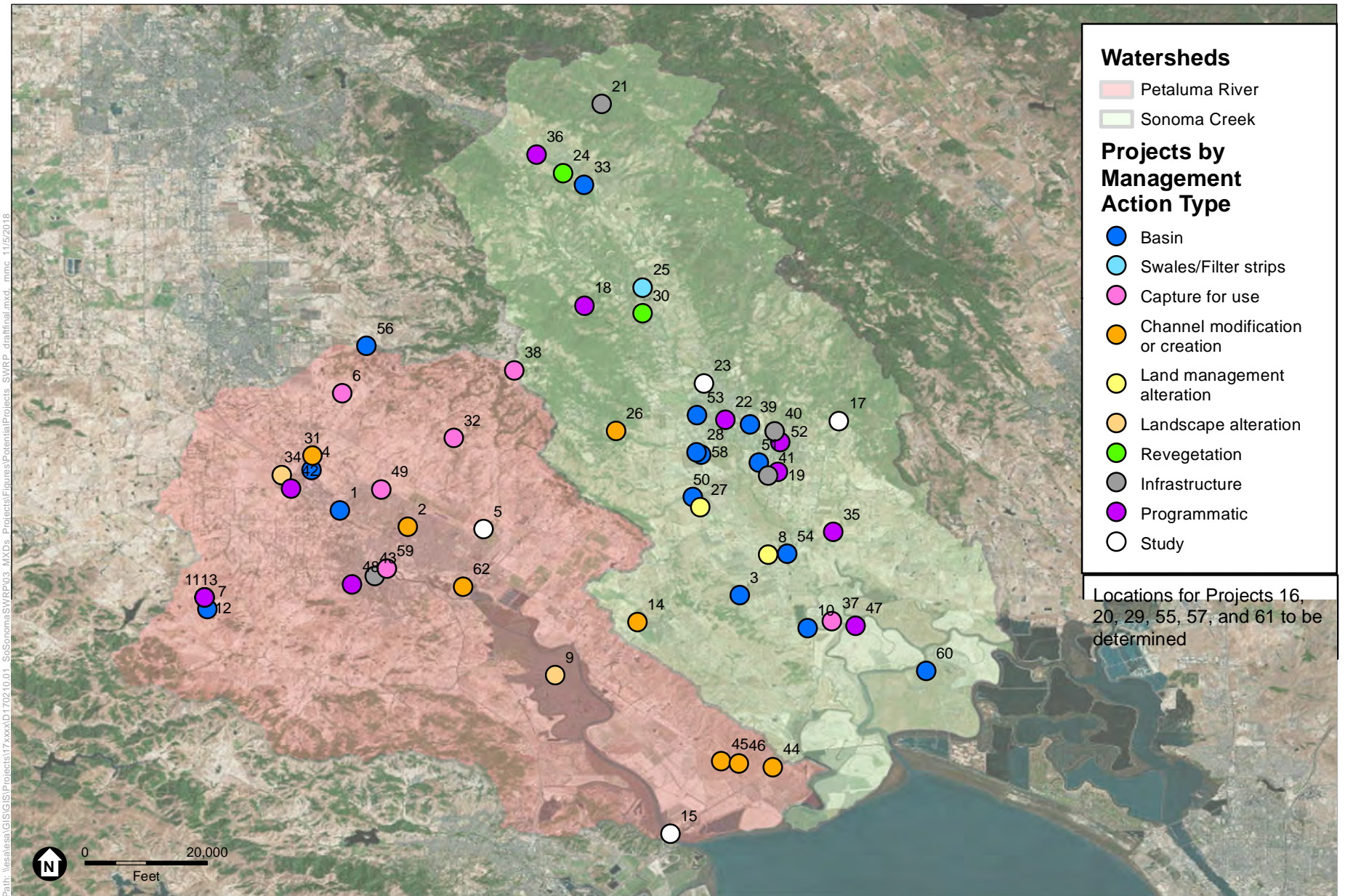
Project ID	Watershed	Project Name	Project Source	Main Management Action Type
1	Petaluma	Petaluma River Corona Reach Linear Overflow Channel	City of Petaluma	Basin
2	Petaluma	Washington Creek Enhancement	City of Petaluma	Channel modification or creation
3	Petaluma	Kelly Creek Enhancements	City of Petaluma	Basin
4	Petaluma	Willow Brook Flood Detention Basin	City of Petaluma	Basin
5	Petaluma	Adobe Creek Floodplain Management and Sediment Study	Sonoma Resource Conservation District	Study
6	Petaluma	Lichau Creek Rainwater Catchment and Wildlife Pond	Sonoma Resource Conservation District	Capture for use
7	Petaluma	King Creek Wetland Development and Riparian Enhancement	Sonoma Resource Conservation District	Basin
8	Sonoma	Multi-Benefit Conservation Plan Implementation for Enhanced Water Quality and Quantity	Sonoma Resource Conservation District	Land management alteration
9	Petaluma	Petaluma River Watershed Multi-Benefit Flood Alleviation, Groundwater Recharge, and Habitat Restoration Project	Sonoma Resource Conservation District	Landscape alteration
10	Sonoma	Circle Bar Ranch Groundwater Recharge	Sonoma Resource Conservation District and ESA with Sue Smith	Basin

TABLE 22 (CONTINUED)
SOUTHERN SONOMA SWRP PROJECTS

Project ID	Watershed	Project Name	Project Source	Main Management Action Type
11	Petaluma	Increasing Groundwater Recharge on Rangelands	Sonoma Resource Conservation District	Programmatic
12	Petaluma	Installing Vegetative Filter Strips to Clean and Infiltrate Water on Ranchlands	Sonoma Resource Conservation District	Programmatic
13	Petaluma	Keyline Ploughing to Increase Groundwater Infiltration on Ranches	Sonoma Resource Conservation District	Programmatic
14	Sonoma	Tolay Lake Restoration	Sonoma County Regional Parks	Channel modification or creation
15	Petaluma	Lower Petaluma River Valley Conservation Strategy	Sonoma Land Trust	Study
16	Both/Either	Erosion Control, Habitat Restoration, and Stormwater / Trash Capture along Roads in Sonoma County	Sonoma Ecology Center	Programmatic
17	Sonoma	Stormwater Capture & Groundwater Recharge in Upper Nathanson Creek	Sonoma Ecology Center	Study
18	Sonoma	Stormwater Improvements to Roads and Trails in Sonoma Valley State Parks	Sonoma Ecology Center	Programmatic
19	Sonoma	Middle & Lower Nathanson Creek Flood Management and Habitat Restoration	Sonoma Ecology Center	Programmatic
20	Both/Either	QWEL Rainwater Harvesting Training Module	Sonoma-Marin Saving Water Partnership	Programmatic
21	Sonoma	Sugarloaf State Park Erosion Reduction, Habitat Restoration, and Bridge Repair	Sonoma Ecology Center	Infrastructure
22	Sonoma	Stormwater Management & Habitat Enhancement at Maxwell Park	Sonoma Ecology Center	Programmatic
23	Sonoma	Creek Restoration and Spillway Replacement or Dam Modification at Larson Park	Sonoma Ecology Center	Study
24	Sonoma	Restoration of Natural Hydrology and Salmonid Habitat at Alder Park	Sonoma Ecology Center	Revegetation
25	Sonoma	Stormwater Management at Sonoma Valley Regional Park	Sonoma Ecology Center	Swales/Filter strips
26	Sonoma	Erosion Control and Riparian Restoration at Van Hoosier Wildflower Preserve	Sonoma Ecology Center	Channel modification or creation
27	Sonoma	Stormwater Management and Water Conservation along Rodgers Creek	Sonoma Ecology Center	Land management alteration
28	Sonoma	Carriger Creek Stormwater Capture and Groundwater Recharge	Sonoma Ecology Center	Basin
29	Sonoma	Stormwater Management at Sonoma Valley School Campuses	Sonoma Ecology Center	Programmatic
30	Sonoma	Sonoma Creek Watershed Stream Restoration: Sonoma Developmental Center Reach	Sonoma Ecology Center	Revegetation
31	Petaluma	Willow Brook Creek Groundwater Recharge	Sonoma Resource Conservation District	Channel modification or creation
32	Petaluma	Sonoma Mountain Rainwater Storage and Forbearance of Groundwater Extraction	Sonoma Resource Conservation District	Capture for use
33	Sonoma	Kenwood Marsh Restoration	Sonoma Ecology Center	Basin
34	Petaluma	Upper Petaluma River Watershed Multi-Benefit Flood Alleviation, Groundwater Recharge, and Habitat Restoration Project	Sonoma Resource Conservation District	Landscape alteration
35	Sonoma	Lower Watershed Flood Plain Restoration in Freshwater Streams	Sonoma Ecology Center	Programmatic

TABLE 22 (CONTINUED)
SOUTHERN SONOMA SWRP PROJECTS

Project ID	Watershed	Project Name	Project Source	Main Management Action Type
36	Sonoma	Upper Sonoma Creek Flood Management and Habitat Restoration	Sonoma Ecology Center	Programmatic
37	Sonoma	Lower Sonoma Creek Rainwater Catchment and Stormwater Infiltration Project	Sonoma Resource Conservation District	Capture for use
38	Petaluma	Sonoma Mountain Institute Rainwater Catchment Project	Sonoma Resource Conservation District	Capture for use
39	Sonoma	Olsen Park Detention and Trash Capture	City of Sonoma	Basin
40	Sonoma	First Street West Green Street and Flood Reduction Project	City of Sonoma	Infrastructure
41	Sonoma	Broadway and Leveroni Road Flood Reduction and Trash Capture Project	City of Sonoma	Infrastructure
42	Petaluma	Lichau Creek Flood Mitigation and Detention Basin	City of Petaluma	Programmatic
43	Petaluma	City of Petaluma trash capture device pilot project	City of Petaluma	Infrastructure
44	Petaluma	Cougar Mountain Creek Riparian Restoration	Sonoma Land Trust	Channel modification or creation
45	Petaluma	Lakeville Creek Riparian Restoration	Sonoma Land Trust	Channel modification or creation
46	Petaluma	Frog Creek Riparian Restoration	Sonoma Land Trust	Channel modification or creation
47	Sonoma	Land Acquisition from willing seller in Lower Sonoma Creek	Sonoma Land Trust	Programmatic
48	Petaluma	Stormwater-Friendly Landscape Transformations at Petaluma Schools, Churches, Community Centers and other Public Sites	City of Petaluma & Daily Acts	Programmatic
49	Petaluma	Santa Rosa Junior College Rain Gardens	SRJC & Daily Acts	Capture for use
50	Sonoma	Rodgers Creeks Stormwater Detention	Sonoma County Water Agency	Basin
52	Sonoma	Stormwater Detention on Multiuse Areas in Nathanson Creek	Sonoma County Water Agency	Programmatic
53	Sonoma	El Verano Area Stormwater Detention	Sonoma County Water Agency	Basin
55	Petaluma	Equine Water Stewardship	Equine Environmental Management	Programmatic
56	Petaluma	Upper Lichau Creek Stormwater Detention	Sonoma County Water Agency	Basin
57	Petaluma	Watershed Classroom - Pollution Monitoring & Education in the Petaluma Watershed	Friends of the Petaluma River	Education
58	Sonoma	Carriger Creek Stormwater Detention	Sonoma County Water Agency	Basin
59	Petaluma	Storm Water Capture & Re-Use at Steamer Landing Park	Friends of the Petaluma River	Capture for use
60	Sonoma	Sonoma Creek Stormwater Capture Project	North Bay Agriculture Alliance	Basin
61	Petaluma	Adopt A Creek Project	Friends of the Petaluma River	Study
62	Petaluma	Petaluma River Dredging and Beneficial Re-use of dredge material	City of Petaluma	Channel modification or creation



SOURCE: Projects (ESA/SCWA 2017), Watersheds (SCWA 2017)

Southern Sonoma SWRP

Figure 16

Southern Sonoma SWRP Project Locations

Table 7-1. Projects Submitted for Prioritization in the Storm Water Resource Plan

Project ID ^(a)	Project Title	Proponent
1	Distributed Parcel Based Storm Water Management and Water Recycling Program	City of Healdsburg
2	Community Center Playing Fields Reconstruction	City of Healdsburg
3	Cerri Building	City of Healdsburg
4	West Plaza Parking Lot Reconstruction	City of Healdsburg
5	Healdsburg Avenue Pavement Reduction and Storm Water Management	City of Healdsburg
6	Grove Street Detention Basin BMP Improvements	City of Healdsburg
7	North Detention Basin BMP Improvements	City of Healdsburg
8	Pordon-Bianca Storm Drain and Sanitary Sewer Reconstruction	City of Healdsburg
9	Recreation Field Turf Replacement	City of Healdsburg
10	Healdsburg High School Recreation Field Replacement	City of Healdsburg
11	Healdsburg Recycled Water System	City of Healdsburg
12	Forsythe Creek Floodplain and Riparian Restoration	Mendocino RCD ^(b)
13	Orrs Creek Fish Passage	Mendocino RCD ^(b)
14	Downtown Cloverdale Flood Reduction	City of Cloverdale
15	Northeast Detention Basin	City of Rohnert Park
16	Alliance Redwood Water Conservation	NOAA ^(c)
17	High School Storm Water Management Strategies	Laguna Foundation
18	Atascadero Creek Off-Channel Habitat	Gold Ridge RCD ^(b)
19	Green Valley Creek Off-Channel Winter Refugia Habitat Enhancement, Phase II	Gold Ridge RCD ^(b)
20	Purrington Creek Instream Habitat Enhancement	Gold Ridge RCD ^(b)
21	Laguna de Santa Rosa Headwaters Restoration	City of Cotati
22	Salt Creek and Santa Rosa Creek Road Improvements	Sonoma RCD ^(b)
23	Laguna de Santa Rosa Non-Dairy Livestock Enhancement Program	Sonoma RCD ^(b)
24	Santa Rosa Junior College, Shone Farm, Carbon Farm Plan	Gold Ridge RCD ^(b)
25	Low Impact Development Credit Mitigation Bank	Mendocino County
26	Hobbs Winery Creek Restoration	Sonoma RCD ^(b)
27	Bidwell Creek Floodplain and Meadow Enhancement	Sonoma RCD ^(b)
28	Mark West Creek Instream Enhancement	Sonoma RCD ^(b)
29	Streamflow Enhancement in Critical Coho Watersheds	Sonoma RCD ^(b)
30	Mark West Creek Sediment Reduction	Sonoma RCD ^(b)
31	Groundwater Infiltration and Conservation BMP Demonstrations	Sonoma RCD ^(b)
32	Angel Creek Habitat Enhancement	Sonoma RCD ^(b)
33	Increasing Groundwater Recharge on Rangelands	Sonoma RCD ^(b)
34	Kidd Creek Instream Habitat and Floodplain Restoration	Sonoma RCD ^(b)
35	Installing Vegetative Filter Strips to Clean and Infiltrate Water on Ranchlands	Sonoma RCD ^(b)
36	Keyline Ploughing to Increase Groundwater Infiltration on Ranches	Sonoma RCD ^(b)
37	Permit Sonoma LID Retrofit	Sonoma PRMD ^(d)
38	Mark West Creek Storm Water Resource Management and Green Infrastructure Planning	Sonoma PRMD ^(d)
39	Windsor Creek Detention Pond	Town of Windsor
40	Pruitt Creek Detention Pond	Town of Windsor
41	Hall Park Detention and Irrigation Pond	Town of Windsor
42	Dawn Way and Old Redwood Highway Detention Pond	Town of Windsor
43	Town of Windsor Corp Yard Parking Lot LID	Town of Windsor
44	Corp Yard Green Clipping Transfer Area LID Retrofit	Town of Windsor
45	Watershed Resilience on Public Lands in the Mark West Watershed	Sonoma RCD ^(b)
46	Vineyard Stormwater and Nutrient Management in the Dry Creek Subwatershed	Sonoma RCD ^(b)
47	Gibson Creek Habitat Enhancement Plan	Pinky Kushner
48	Copeland Creek Stormwater Demonstration Gardens	Daily Acts
49	Country Club Drive Stormwater Demonstration Garden Phase 1 and 2	Daily Acts
50	Laguna de Santa Rosa Dairy Enhancement	Gold Ridge RCD ^(b)
51	Laguna Water Quality and Drainage Enhancement	Sonoma County Water Agency
52	Matanzas Creek Flood Protection and Environmental Enhancement	Sonoma County Water Agency
53	Santa Rosa Creek Storm Water Management and Habitat Enhancement	Sonoma County Water Agency
54	Spring Creek Storm Water Quality Enhancements	Sonoma County Water Agency
55	Biochar as a Cover for Manure Lagoons	Gold Ridge RCD ^(b)
56	Upper Green Valley Floodplain Reconnection	Gold Ridge RCD ^(b)
57	Rural Residential Stormwater Management Rebate Program	Gold Ridge RCD ^(b)
58	Oken Stream and Wetland Restoration	SCAPOSD ^(e)
59	Young Armos Habitat Restoration	SCAPOSD ^(e)
60	Upper Mark West Creek Watershed Salmonid Habitat Enhancement	SCAPOSD ^(e)
61	Integrated Climate-Hydrologic Modeling of Russian River Watershed for Optimized Stormwater Management	Lawrence Berkeley National Lab
62	Distributed Storm Water Management and Water Recycling	City of Healdsburg
63	Affordable Housing Storm Water Management and Water Recycling	City of Healdsburg
64	Foss Creek at Vine Street Rain Garden and Riparian Corridor Improvements	City of Healdsburg
65	Foss Creek at Dry Creek Road Riparian Corridor Improvements	City of Healdsburg
66	Russian River Watershed Trash Generation Rates	City of Rohnert Park
67	Saddle Mountain Preserve Road Improvements and Riparian Restoration	SCAPOSD ^(e)
68	Healdsburg Storm Drain, Water Main and Sanitary Sewer Reconstruction	City of Healdsburg
69	Greywater Retrofit Program	City of Healdsburg
70	Upper Russian River Revegetation and Sediment Reduction	California Land Stewardship Institute
71	Increasing In-Stream Flows on the Upper Russian River	California Land Stewardship Institute
72	Mill Creek Revegetation	California Land Stewardship Institute
73	Gird Creek Storm Water Quality Enhancement	Sonoma Land Trust
74	Ranch Conservation Easement	Sonoma Land Trust
75	Santa Rosa Greenway	Sonoma Land Trust
76	Ragle Ranch Park Stormwater Retention and Riparian Restoration	Sonoma County
77	North Sonoma Mountain Regional Park and Open Space Riparian Restoration Expansion	Sonoma County
78	Shiloh Ranch Regional Park Trails Improvement and Erosion Control	Sonoma County
79	Storm Water Education at the Environmental Discovery Center at Spring Lake Regional Park	Sonoma County
80	Green Infrastructure Planning at a Landscape Scale in the Russian River Watershed	San Francisco Estuary Institute
81	Paulin Creek Restoration at Northwest Community Park	City of Santa Rosa
82	Lower Colgan Creek Restoration Phase 2	City of Santa Rosa
83	Lower Colgan Creek Restoration Phase 3	City of Santa Rosa
84	City of Santa Rosa Corporation Yard Water Quality Improvement	City of Santa Rosa
85	Tanglewood Park Restoration and Storm Water Improvement	City of Santa Rosa
86	QWEL Rainwater Harvesting Training Module	Sonoma County Water Agency
87	Ives Park Pedestrian & Stormwater Improvement	Daily Acts
88	Doolin Creek Realignment	City of Ukiah
89	Gibson Creek Daylighting	City of Ukiah
90	Ukiah Public Parking Facility LID Upgrades	City of Ukiah
91	Planting the Rain Rainwater Harvesting Rebate Program	City of Santa Rosa
92	Copeland Creek Stormwater Awareness Platform	Sonoma State University
93	Bank Stabilization of the Russian River near Salt Hollow Creek	Coyote Valley Band of Pomo Indians
94	Storm Water Pollution Prevention at Ukiah Unified Schools	Ukiah Unified School District
95	Equine Water Stewardship in the Russian River Watershed	Equine Environmental Management Consulting

^(a) Projects were assigned Project IDs in the order of project submission to the SWRP. Project IDs do not reflect ranking or prioritization of projects.

^(b) RCD = Resource Conservation District

^(c) NOAA = National Oceanic and Atmospheric Administration

^(d) PRMD = Permit and Resource Management Department

^(e) SCAPOSD = Sonoma County Agricultural Preservation and Open Space District



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 7
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: January 8, 2019

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor Shirlee Zane, 565-2241

Supervisorial District(s):

Third

Title: Disbursement of Fiscal Year 2018-2019 Third District Community Investment Fund Grant Awards

Recommended Actions:

Approve Community Investment Fund grant awards and Authorize the County Administrator, or designee, to execute an agreement with the following non-profit entity for advertising and economic development efforts for FY 2018-2019: Rebuild North Bay Foundation – acting as fiscal agent for Third District Block Captain neighborhood groups, \$10,000.

Executive Summary:

Community Non-Profit Grants for Local Events, Organizations, and Economic Development Grants of the Community Investment Fund Policy provides grant allocations to each Supervisor, to be distributed at the Supervisor's discretion. The Third District has reviewed the applications and wishes to recommend the following FY 2018-2019 grant award:

- 1.) Rebuild North Bay Foundation, acting as fiscal agent for Third District Block Captain neighborhood groups engaged in joint disaster recovery, for activities including: a series of landscape workshops to facilitate fire survivors in meeting permit requirements to rebuild; awareness campaigns in burned neighborhoods on weed abatement, vegetation management, and erosion control; educational trainings for standing-homeowners on the importance of hardening structures and landscape; and postage to aid in outreach efforts for survivors not yet identified by block captains; grant award of \$10,000.

Discussion:

The Sonoma County Community Investment Fund grant program utilizes a portion of the Transient Occupancy Tax (TOT) to encourage tourism, economic development, and community engagement through a variety of grant award and funding avenues. The program provides various grants to community non-profits for advertising and economic development events and the county as a visitor destination with the goal of advancing economic growth through tourism. Additionally, the program

provides grants to promote agricultural promotion as well as address impacts on safety due to tourism. The program provides funding to the Regional Parks Department as well as the Economic Development Department and a number of other county department activities, all with the focus of encouraging tourism and awareness of Sonoma County.

The Community Investment Fund Policy is divided into different categories. The Board established the Local Events, Organizations, and Economic Development category to assist small cultural, artistic, and countywide events and organizations as well as events occurring during the off peak tourism season (November 15 through April 15) with funding for advertising and economic development efforts that promote Sonoma County and encourage visitors to frequent the county throughout the entire year. Funding for these events and organizations is provided at the discretion of each Supervisorial District based on an overall allocation of \$250,000 divided equally across each district. Events and organizations make requests throughout the year to the Supervisorial District in which their event/organization exists.

Funds will be distributed upon approval of these awards by the Board of Supervisors and execution of the Community Investment Fund grant agreement (contract) by the entity. The contracts will be executed by the County Administrator, or designee. The contracts will require the County seal on promotional materials produced using the grant award and will require submission to the County Administrator's Office of advertising and promotional activity receipts up to the total amount of the grant award.

Activities performed utilizing Community Investment Program grants provided to non-profits will be consistent with Government Code Section 26227.

Prior Board Actions:

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

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

Fiscal Summary			
Expenditures	FY 18-19 Adopted	FY 19-20 Projected	FY 20-21 Projected
Budgeted Expenses	10,000		
Additional Appropriation Requested			
Total Expenditures	10,000		
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other	10,000		
Use of Fund Balance			
Contingencies			
Total Sources	10,000		
Narrative Explanation of Fiscal Impacts:			
Funds are included in the FY 2018-2019 budget.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
N/A			
Attachments:			
None.			
Related Items "On File" with the Clerk of the Board:			
Community Investment Fund Policy			



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: January 8, 2019

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

Supervisory 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 60 Days Due to Damage Arising from the Complex Fires.

Executive Summary:

This item requests the Board of Supervisors adopt a resolution approving a 60-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 60 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 60 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 5,143 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 4,888, including 3,674 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 cleanup, however, approximately 722 properties have been evaluated by Cal OES for over-excavation and 381 determined eligible for backfilling, with the remediation work completed in December 2018.

The cleanup efforts in Sonoma County were aided by a relatively light rainy season in 2017-18. 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:

December 11, 2018: Board adopted Resolution No. 18-0514 Declaring the Need For Continuing The Local Emergency Pursuant to Government Code Section 8630 Due To The Sonoma Complex Fires

November 13, 2018: Board adopted Resolution No. 18-0490 Declaring the Need For Continuing The Local Emergency Pursuant to Government Code Section 8630 Due To The Sonoma Complex Fires

October 23, 2018: Board adopted Resolution No. 18-0450 Declaring the Need For Continuing The Local Emergency Pursuant to Government Code Section 8630 Due To The Sonoma Complex Fires

September 25, 2018: Board adopted Resolution No. 18-0395 Declaring the Need For Continuing The Local Emergency Pursuant to Government Code Section 8630 Due To The Sonoma Complex Fires

August 28, 2018: Board adopted Resolution No. 18-0337 Declaring the Need For Continuing The Local Emergency Pursuant to Government Code Section 8630 Due To The Sonoma Complex Fires

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



County of Sonoma

State of California

Date: January 8, 2019

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 60 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:

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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 60 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 5,143 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 4,888, including 3,674 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 722 properties were evaluated by the California Office of Emergency Services for over-excavation and 381 determined eligible and have been backfilled; 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

Resolution #

Date:

Page 3

on July 10, 2018, and for a further 30 days by resolution No.18-0301 on August 7, 2018, and for a further 30 days by resolution No.18-0337 on August 28, 2018, and for a further 30 days by resolution No.18-0395 on September 25, 2018, and for a further 30 days by resolution No.18-0450 on October 23, 2018, and for a further 30 days by resolution No.18-0490 on November 13, 2018, and for a further 30 days by resolution No.18-0514 on December 11, 2018 is hereby extended for another 60 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 8th day of January, 2019.

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: 9
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: January 8, 2019

Vote Requirement: Informational Only

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

Staff Name and Phone Number:

Michael Gossman, 565-2341

Supervisorial District(s):

All

Title: Recovery Update

Recommended Actions:

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

Executive Summary:

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

Discussion:

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

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

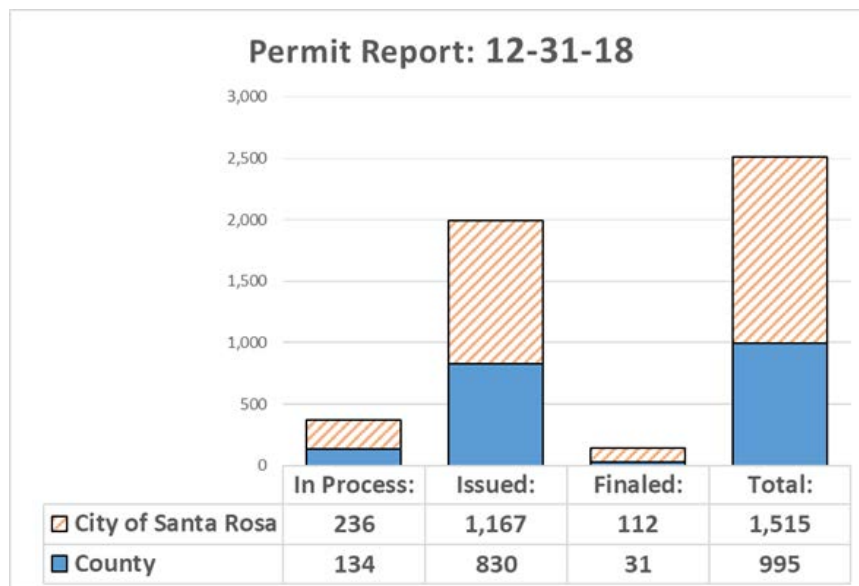
1. Ongoing Recovery Efforts

A. Debris Removal

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

Over-Excavation Program: The California Office of Emergency Services on December 14, 2018, concluded the program that addressed over-excavation issues that occurred during the Government-Sponsored Debris Removal Program. Owners of 722 properties in Sonoma County requested site assessments by the September 21, 2018 deadline; 381 properties were ruled eligible and backfilled by the Cal OES contractor to appropriate elevations; 341 properties were ruled ineligible for the program.

2. Housing



1. The County has issued 830 building permits for homes as of December 31, 2018; 134 permits are in process; 31 homes have been finished. For the latest numbers, go to <http://sonomacounty.ca.gov/PRMD/Performance-Data/Rebuilding-Permits-Data/>
2. City of Santa Rosa has issued 1,167 building permits for homes as of December 31; 236 permits are in process; 112 homes have been finished. For latest numbers, go to <https://www.srcity.org/2675/Rebuilding>

3. Recovery-Related External Funding Opportunities

A. Community Development Block Grant – Disaster Recovery

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

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

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

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

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

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

B. FEMA Hazard Mitigation Grant Program

Hazard Mitigation Grant Program (HMGP) for DR-4344 and DR-4353: The October 2017 fires are known as DR-4344, and the December 2017 Southern California fires are known as DR-

4353. Both became Presidential Disaster Declarations, and as a result they generated Federal Emergency Management Agency (FEMA) HMGP funding. DR-4344 had \$333 million in HMGP available statewide, with applications due July 2 and September 4. DR-4353 had \$56 million in HMGP available statewide, with applications due September 4. County Departments and Districts submitted 20 grant applications to the California Office of Emergency Services (Cal OES) for this program. The County's submitted HMGP applications are summarized below.

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

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

DR-4353 HMGP Applications – submitted on September 4

- 1 application submitted
 - \$850,000 in total project cost (\$637,500 in federal share, \$212,500 in local match). \$212,500 in general fund match.
 - Application submitted by Fire and Emergency Services (1)

DR-4344 Round 2 HMGP Applications – submitted on September 4

- 11 applications submitted
 - \$21.4 million in total project costs (\$16 million in federal share, \$5.4 million in local match). \$4.5 million in general fund match.
 - Applications submitted by Fire and Emergency Services (1), General Services (1), Information Systems Department (1), Regional Parks (1), Permit Sonoma (4), Sonoma Water (1), and Transportation and Public Works (2)

The next steps are for Cal OES to complete its review of the applications and determine which to submit to FEMA for review and final approval. All projects receiving HMGP funding must be completed within three years from the date of award.

C. Economic Development Administration – Disaster Supplemental Funding

The Economic Development Administration (EDA) has an open funding opportunity to award grants to eligible entities to address economic challenges in disaster-impacted areas. The County's Economic Development Board on October 12, 2018, submitted a full grant application to the EDA to conduct design/engineering for broadband in specific unserved rural areas of the County. This project was developed with the Office of Recovery and Resiliency, Department of Transportation and Public Works, and County's Information Systems Department. The submitted application is for \$605,500 to complete the design, engineering, and feasibility analysis of broadband in select locations.

D. CAL FIRE Grants

The CAL FIRE Fire Prevention grant program, funded by the California Climate Investments fund, aims to reduce the risk of wildland fires to habitable structures and communities. The County was awarded a grant for FY 17-18: Northwest Roadway Safety, Fuels Reduction, and Community Chipper and Engagement Project. Transportation and Public Works is lead, in partnership with Fire and Emergency Services and Fire Safe Sonoma, Inc. Total: \$1,237,541;

CAL FIRE \$1,082,969; Match: \$154,572 Match source: \$131,300 is from General Fund FY 2018 set aside; \$23,272 from in-kind volunteer labor tracked by Fire Safe Sonoma.

4. Legislative Update

Legislative Advocacy efforts this session will focus on priorities identified in the Office of Recovery and Resiliency Framework: Community Preparedness and Infrastructure; Housing; Economy; Safety Net Services; and Natural Resources. The County is currently working with other impacted counties and our delegation members on a request for 2019 property tax backfill in addition to disaster reimbursement requests. It is unlikely that the property tax backfill request will be included in the Governor’s budget this month. We will continue to advocate that the request be included in future revisions.

A list of recently introduced legislation is attached.

5. Other Items of Interest

A. Crisis Counseling Program Extension

FEMA and DHCS have granted an extension of the Crisis Counseling Assistance and Training Program, known locally as California HOPE, through April 20, 2019. The program is administered in Sonoma County through the County Department of Health Services, Behavioral Health Division. Since the October 2017 fires, California HOPE counselors have provided counseling services for nearly 74,000 participants (this data contains duplicate individuals). The program helps individuals and communities recover from disasters through community outreach, counseling, and access to mental health services for survivors of these disasters. Counselors are available to meet people wherever they are to provide crisis counseling, resource navigation, and disaster recovery education. Bilingual counselors are available. This program is funded from a variety of sources. The initial recovery work was supported by short-term disaster grants from FEMA for \$4.3 million. Kaiser Permanente provided an additional \$1 million to fund services. With the FEMA extension and funds received from Kaiser, the Sonoma County Department of Health Services expects to continue outreach through June and possibly July 2019. To date, the program is still averaging over 3,000 contacts per month; many of them are first time utilizers of these services. Increasing numbers of people are reporting post-traumatic stress disorder (PTSD) symptoms. The department is pursuing additional funding to continue California HOPE up to September 2019.

Prior Board Actions:

Regular Recovery updates have been provided to your Board since November 2017.

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:			
01-08-2019 CAO Recovery Update_Att A Fire Recovery Bills			
Related Items "On File" with the Clerk of the Board:			

Fire Recovery

Bill ID/Topic	Location	Summary
<p>AB 19 Waldron R</p> <p>Forestry and fire protection: burning of vegetation.</p>	<p>ASSEMBLY PRINT 12/4/2018 - From printer. May be heard in committee January 3.</p>	<p>Under existing law, the Department of Forestry and Fire Protection is required to develop, implement, and administer various forest improvement and fire prevention programs in the state. Existing law provides that the burning of growing, dead, or downed vegetation is for a public purpose if the department has determined that the burning of that vegetation is necessary for the prevention or suppression of forest fires. This bill would make a nonsubstantive change in that provision relating to the burning of vegetation.</p>
<p>AB 38 Wood D</p> <p>Fire safety.</p>	<p>ASSEMBLY PRINT 12/4/2018 - From printer. May be heard in committee January 3.</p>	<p>(1) Existing law, California Building Standards Law, requires the State Fire Marshall to develop, and the California Building Standards Commission to review, building standards to implement the state's fire and life safety policy. This bill would require, no later than July 1, 2020, the State Fire Marshall to develop, and the California Building Standards Commission to review, building standards for buildings in very high fire hazard severity zones. The bill would require, beginning on July 1, 2020, all newly constructed buildings and all transferred buildings in very high fire hazard severity zones to comply with the building standards. By requiring new building standards for buildings in very high fire hazard severity zones, this bill would expand the definition of a crime and impose a state-mandated local program. This bill contains other related provisions and other existing laws.</p>
<p>AB 41 Gallagher R</p> <p>Disaster relief: Camp Fire.</p>	<p>ASSEMBLY PRINT 12/4/2018 - From printer. May be heard in committee January 3.</p>	<p>The California Disaster Assistance Act provides that the state share for disaster project allocations to local agencies is no more than 75% of total state eligible costs, except for specified events for which the state share is up to 100% of state eligible costs. This bill would provide that the state share is up to 100% of total state eligible costs connected with the Camp Fire that started on November 8, 2018, in the County of Butte. This bill contains other related provisions.</p>
<p>AB 42 Gallagher R</p> <p>Disaster relief: County of Butte: Camp Fire.</p>	<p>ASSEMBLY PRINT 12/4/2018 - From printer. May be heard in committee January 3.</p>	<p>Existing law authorizes a county board of supervisors to provide by ordinance for the reassessment of property that is damaged or destroyed, without fault on the part of the assessee, by a major misfortune or calamity, upon the application of the assessee or upon the action of the county assessor with the board's approval. With respect to certain counties that have adopted reassessment ordinances and have been declared by the Governor to be in a state of emergency as a result of certain events, existing law provides for state allocations of the estimated amounts of the reductions in property tax revenues resulting in certain fiscal years from reassessments under those ordinances. Existing law also continuously appropriates, without regard to fiscal years, moneys in the Special Fund for Economic Uncertainties for purposes of funding these state allocations. This bill would state the intent of the Legislature to enact legislation that would provide for state allocations with respect to property tax revenue reductions resulting from reassessments for damages incurred within the County of Butte due to the 2018 Camp Fire.</p>
<p>AB 144 Aguiar-Curry D</p>	<p>ASSEMBLY PRINT 12/14/2018 - From</p>	<p>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 establishes the Forest Health Task Force pursuant to a specified executive order</p>

<p>Forest Management Task Force: recommendations: mass timber production facilities.</p>	<p>printer. May be heard in committee January 13.</p>	<p>issued by the Governor, and requires the task force or its successor entity, on or before July 1, 2020, in consultation with specified entities, to develop recommendations for the siting of additional wood product manufacturing facilities in the state. Existing law specifies that it is the intent of the Legislature, in developing those recommendations, that the location and activities of the mass timber production facilities be, among other things, located in, or be proximate to, areas that are near the locations of large landscape fires, as described, and in areas identified as federal opportunity zones or in areas that have an average household income of 5% below the state’s median household income. This bill would recast the median household income threshold from 5% below to at or below 5% of the state’s median household income.</p>
<p>SB 32 Nielsen R</p> <p>Recreational vehicle donation: registration fee and tax exemptions: state of emergency.</p>	<p>SENATE RLS. 12/4/2018 - From printer. May be acted upon on or after January 3.</p>	<p>Existing law authorizes the Governor to proclaim a state of emergency under conditions of disaster or of extreme peril to the safety of persons and property within the state, as specified. This bill would declare the intent of the Legislature to enact legislation to waive otherwise applicable sales and use taxes and vehicle registration fees, upon the donation and transfer of ownership of a recreational vehicle, as defined, if the Governor has proclaimed a state of emergency, and the donee of the recreational vehicle is a person who has suffered a total loss of his or her residence as a result of the event that precipitated the state of emergency. This bill contains other existing laws.</p>
<p>SB 45 Allen D</p> <p>Wildfire, Drought, and Flood Protection Bond Act of 2020.</p>	<p>SENATE RLS. 12/4/2018 - From printer. May be acted upon on or after January 3.</p>	<p>The California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018, approved by the voters as Proposition 68 at the June 5, 2018, statewide primary direct election, authorizes the issuance of bonds in an amount of \$4,000,000,000 pursuant to the State General Obligation Bond Law to finance a drought, water, parks, climate, coastal protection, and outdoor access for all program. This bill would enact the Wildfire, Drought, and Flood Protection Bond Act of 2020, which, if approved by the voters, would authorize the issuance of bonds in an unspecified amount pursuant to the State General Obligation Bond Law to finance projects to restore fire damaged areas, reduce wildfire risk, create healthy forest and watersheds, reduce climate impacts on urban areas and vulnerable populations, protect water supply and water quality, protect rivers, lakes, and streams, reduce flood risk, protect fish and wildlife from climate impacts, improve climate resilience of agricultural lands, and protect coastal lands and resources. This bill contains other related provisions.</p>
<p>SB 46 Jackson D</p> <p>State government: emergency services.</p>	<p>SENATE RLS. 12/4/2018 - From printer. May be acted upon on or after January 3.</p>	<p>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 expand these provisions to authorize a city to enter into an agreement to access the contact information of resident account holders through the records of a public utility as specified. The bill would also expand the types of public utilities that can enter into these agreements by defining public utility to include, among others, wireless telephony services. The bill would also authorize the governing bodies of the California State University, the University of California, and each community college district to enter into similar agreements to access the contact information of</p>

		student and employee account holders through the records of a public utility. This bill contains other related provisions and other existing laws.
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County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 10
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: January 8, 2019

Vote Requirement: 4/5

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

Staff Name and Phone Number:

Virginia Mahacek 707.565.1739

Supervisorial District(s):

1,3,4

Title: Post-Fire Watershed Protection Program

Recommended Actions:

- 1) Authorize the County Administrator to execute an amendment to the existing agreement with Russian Riverkeeper for watershed protection activities that expires on June 30, 2019 to increase the not-to-exceed amount by \$50,000 to a total of \$100,000; and to execute an amendment to the existing agreement with Sonoma Ecology Center for watershed protection activities that expires on June 30, 2019 to increase the not-to-exceed amount by \$50,000 to a total of \$100,000.
- 2) Adopt a resolution authorizing a budgetary adjustment to the 2018-2019 Final Budget to transfer appropriation from General Fund Contingencies in the amount of \$100,000 to the County Administrator General Fund budget for the Russian Riverkeeper and Sonoma Ecology Center amendments.

Executive Summary:

This item will authorize the County Administrator, through the Office of Recovery & Resiliency staff serving as County coordinator of the Watershed Task Force, to continue post-fire watershed protection services on private properties during the 2018/19 rainy season via contracted cooperators (Russian Riverkeeper and Sonoma Ecology Center). Their services are focused on conducting work in coordination with willing landowners in locations and conditions that would otherwise pose elevated risks of erosion and sedimentation, water quality degradation, and/or public safety hazards. Raising their not-to-exceed limits will help ensure the ability to quickly and effectively evaluate existing protection measures, assess and add new measures and/or at new locations, or perform adjustments that may be needed in the event of major storm events or secondary post-fire hazards (e.g., flooding, mudslides, debris flows). While we are not able to predict the precise magnitude or timing of the efforts that may be needed, the budget limits have been established based on the services and material costs that have been associated with similar recent efforts.

Discussion:

History of the Item/Background

Following the October 2017 fires, damaged hillsides, slopes, streambanks, wildlands, and developed parcels in the burn zones remained unstable due to the loss of living vegetation and soil damages from the fires as well as from

the fire-fighting activities. The surface waters within and downstream of areas affected by the wildfires include impaired waterbodies, source water for drinking water systems, and habitat for special status fish and wildlife. These waterways were at risk from the possible transport of fire debris and ash, as well as soil erosion, sedimentation, flooding, or debris and mudflows.

The local Watershed Task Force (comprised of several public agencies) conducted coordinated initial efforts to mitigate fire damage to the watershed, focused on areas where potential life safety and health threats were high, protecting critical public infrastructure, and preventing immediate hazards from improved public and private properties. Concurrently with ash and debris containment and debris removal activities by federal and state agencies and their contractors, Best Management Practice (BMP) materials were obtained and installed by the County to help contain ash, debris, or other contaminants and prevent storm water pollution. In addition, BMP materials were distributed to cities, nonprofits and individuals in the immediate aftermath of the October 2017 fires primarily for ash and debris containment. Debris-removal contractors were required to dispose of these BMPs and replace them with sediment control BMPs.

Sediment control BMPs were also installed by public agencies, private parties and non-profit organizations. To support erosion and sediment control on burned private lands, the CAO (through the Recovery Operations Center) sought qualified contractors to assist the Watershed Task Force. Assistance was needed to work directly with willing private property owners, identify water quality threats and implement protection measures.

Watershed Task Force Cooperator Contracts

In December 2017 the Recovery Operations Center (ROC) issued a County of Sonoma Watershed Protection Program Request for Statement of Qualifications. The period to respond closed on January 12, 2018. County staff reviewed the 12 submitted SOQs relative to the stated criteria, including but not limited to: professional experience and qualifications; demonstrated ability to perform the services; quality of prior work evidenced by references; demonstrated history of providing similar services; and willingness to accept County contract terms. Three nonprofit organizations (Sonoma County Conservation Action, Sonoma Ecology Center, and Russian Riverkeeper) were selected. Each of these three entered into Professional Services Agreements (PSA) with the County, with not-to-exceed costs of \$25,000 each, effective on February 23, 2018 through December 31, 2018.

Expenditures and Services to-Date

The scope of services was initially limited to assessment and installation of BMPs, and required the use of BMP materials provided by the County. The scope was expanded in the spring of 2018 via amendments to address phase two needs for BMP re-inspections, adjustments or removal after rains.

In October 2018, the CAO executed contract amendments with two of the contractors (Sonoma Ecology Center and Russian Riverkeeper) to continue their services in preparation for the second post-fire rainy season. The amendments increased their not-to-exceed totals to \$50,000 each and extended the contract term to June 30, 2019 so that the rainy season was included. The scope of work was modified to allow reimbursement for material, since the County's inventory of bio-degradable straw wattle BMP materials was diminished, and the County no longer had a suitable warehouse in which to store bulk purchases.

Services to be Performed under the Proposed Amended Agreements

The services under the proposed amendment would be similar to the existing contract scope. This includes communications with private property owners, field assessments and technical evaluations of erosion and sedimentation risks, BMP implementation, re-inspections, repairs and/or adjustments to provide functional, protective BMPs. Reporting will include photo-documentation of before and after conditions at sites, along with work verification forms and location data. The scope of services also includes identifying and obtaining the

appropriate, necessary BMP materials. The services are to be directed at priority burned lands (with willing landowners) that have high potential to negatively impact water quality and/or public safety during the 2018/19 rainy season.

Cost and Funding Source

The requested \$100,000 would be allocated in not-to-exceed contract amendments for services and at-cost material reimbursements. The amount to be expended is uncertain and dependent on the severity of weather and runoff events during the 2018/19 rainy season. The funds would only be expended on an as-required basis, for services and materials to provide watershed protection from post-fire hazards and as such, are requested from Contingencies in FY 18-19.

Prior Board Actions:

December 11, 2018 Board approves the Recovery and Resiliency Framework.
February 13, 2018 Board convenes Natural Resources Workshop on Watershed Recovery and Resiliency.

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

This item supports the County goal of Safe, Healthy and Caring Community by continuing technical services and Best Management Practices (BMPs) support to private property owners protecting vulnerable locations in burned watersheds from erosion and sedimentation that can degrade water quality, destabilize slopes, or impact public safety.

Fiscal Summary

Expenditures	FY 18-19 Adopted	FY 19-20 Projected	FY 20-21 Projected
Budgeted Expenses			
Additional Appropriation Requested	100,000		
Total Expenditures	100,000		

Funding Sources

General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies	100,000		
Total Sources	100,000		

Narrative Explanation of Fiscal Impacts:

The requested \$100,000 would be allocated in not-to-exceed contract amendments for services and at-cost material reimbursements. The amount to be expended is uncertain and dependent on the severity of weather and runoff events during the 2018/19 rainy season. The funds would only be expended on an

as-required basis, for services and materials to provide watershed protection from post-fire hazards and as such, are requested from Contingencies in FY 18-19.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

This item does not request new FTEs. Existing staff of the Office of Recovery & Resiliency, in the role of Watershed Task Force Coordinator, would continue to oversee the existing contracts. The ORR staff activities include: providing technical input to and review of work plans, task scopes, and deliverables; conducting regular project meetings with contractors; coordinating with sponsor or partner agencies and non-governmental organizations; reviewing contractor invoices and progress reports, and managing the project budget and schedule performance, including reporting to any external grant fund sources, if applicable.

Attachments:

1. Resolution adjusting FY 2018-2019 Budget.

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

1. Contract Amendment with Russian Riverkeeper
2. Contract Amendment with Sonoma Ecology Center



County of Sonoma
State of California

Date: January 8, 2019

Item Number: _____
Resolution Number: _____

X 4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, authorizing a budgetary adjustment to the 2018-2019 Final Budget to transfer Appropriation from General Fund Contingencies in the amount of one hundred thousand dollars (\$100,000) to General Fund County Administrator budget for the Russian Riverkeeper and Sonoma Ecology Center contract amendments.

Whereas, the Board of Supervisors has adopted a Final Budget for the Appropriations for General Fund Contingencies, and

Whereas, Sections 29088 and 29125 of the Government Code State of California, allows for adjustments to the Final Budget during the 2018-2019 Fiscal Year.

Now, Therefore, Be It Resolved that the County Auditor-Controller is hereby authorized and directed to make the following budgetary adjustment:

Financing Uses:

GENERAL FUND (10005): County Administrator
(15990600), Contract Services (58103) \$100,000

GENERAL FUND (10005): Appropriation for Contingencies
(16021300), Appropriation for Contingencies (55011) \$(100,000)

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: 11
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: January 8, 2019

Vote Requirement: 4/5

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

Staff Name and Phone Number:

Michael Gossman, (707) 565-2431

Supervisorial District(s):

District 1

Title: Community Center Replacement Grant

Recommended Actions:

1. Adopt a Resolution authorizing the County Administrator to apply for the State Parks' Local Assistance Specified Grant in the amount of \$5,000,000 to replace the Camp Newman Community Center in Sonoma County.
2. Authorize the County Administrator to execute all documents necessary to carry out and administer the grant.
3. Adopt a Resolution adjusting the FY 18-19 Budget by \$50,000 to fund staff and consultant time for applying for and managing the grant from State Parks to be reimbursed from grant funding.

Executive Summary:

The Camp Newman Community Center in unincorporated area north of Santa Rosa was destroyed in the October 2017 wildfires. Virtually all structures on the property were destroyed – damage is estimated at \$60,000,000 and insurance will cover less than half of the damage.

The State of California appropriated \$5,000,000 in the FY 18-19 State Budget to the County of Sonoma to aid with the replacement of the Camp Newman Community Center. This item requests your Board to authorize the County to apply for the \$5,000,000 grant through the State of California Parks and Recreation Department to complete phase one of the Camp Newman Community Center rebuild project. The grant process requires a County of Sonoma resolution authorizing the County to apply for the specified grant funds in addition to an agreement between the County and the State of California Department of Parks and Recreation to oversee the project. The County would also enter into an agreement with Camp Newman under which Camp Newman would be responsible for all costs arising from the project, including reimbursing all County administration costs.

Discussion:

The Camp Newman Community Center in unincorporated area north of Santa Rosa was destroyed in the October 2017 wildfires. The center was used year-round by over 8,000 participants through over 55

community programs and organizations including Cardinal Newman High School, Santa Rosa Police Department, Justin Sienna High School, Mosaic Multicultural Foundation, Families with children adopted from Vietnam, Camp Harmony, Women within West Coast, Special Needs family camp, Bay Area Grief and Growing, California Men’s Group, San Francisco Gay Men’s Chorus and Nature’s Bridge. Camp Newman is open to all in the public and an incredible asset to the community.

The State of California appropriated \$5,000,000 in the FY 18-19 State Budget to the County of Sonoma to aid with the replacement of the Camp Newman Community Center, with a performance period of July 1, 2018 - June 30, 2021. Total replacement cost is estimated at \$60,000,000. Approval of this agenda item would authorize the County Administrator to execute and submit the initial grant applications, any funding agreements derived from the application process and other necessary and related documents to complete the grant funded portion of the project as required and requested by State Parks in order to receive all reimbursable funds. As part of this process, the County would also enter into an agreement with Camp Newman for the phase one portion of the rebuild project, in order for the County to seek reimbursement through the grant. The facility at Camp Newman being considered for this grant funding is available to the general public and will provide community benefit. Camp Newman would be responsible for all costs arising from the project, including reimbursing all County administration costs.

As County staff is currently focused on managing recovery and rebuild efforts with little capacity for additional projects, staff recommend contracting with a consultant to perform grant administration services managed by the Office of Recovery and Resiliency. Staff time overseeing the grant administration agreement is estimated to be between 300 and 500 hours. All grant administration is reimbursable through the grant program.

Prior Board Actions:

None.

Strategic Plan Alignment Goal 3: Invest in the Future

Fiscal Summary			
Expenditures	FY 18-19 Adopted	FY 19-20 Projected	FY 20-21 Projected
Budgeted Expenses			
Additional Appropriation Requested	50,000		
Total Expenditures	50,000		
Funding Sources			
General Fund/WA GF			
State/Federal	50,000		
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	50,000		
Narrative Explanation of Fiscal Impacts:			
Appropriate \$50,000 to fund staff and consultant time for pre-award, application and post-award work. These costs are reimbursable through the grant.			
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 Authorizing Staff to Apply for Grant Attachment B Resolution Adjusting the FY 18-19 Budget			
Related Items “On File” with the Clerk of the Board:			
None.			



County of Sonoma

State of California

Date: January 8, 2019

Item Number: _____
Resolution Number: _____



4/5 Vote Required

Resolution of The Board of Supervisors of The County Of Sonoma, State of California, approving application for specified grant funds.

Whereas, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of a grant to the County of Sonoma, setting up necessary procedures governing application; and

Whereas, said procedures established by the State department of Parks and Recreation require the applicant's Governing Body to certify by resolution the approval of project application before submission of said application to the State; and

Whereas, the applicant will enter into a contract with the State of California to complete project.

Now, Therefore, Be It Resolved that the County of Sonoma hereby:

1. Approves the filing of project application for specified grant project; and
2. Certifies that said applicant has or will have available, prior to commencement of project work utilizing specified grant funds, has sufficient funds, including those provided by this grant, to complete the project; and
3. Certifies that the applicant has or will provide sufficient funds to operate and maintain the project,
4. Certifies that the applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Procedural Guide; and
5. Delegates authority to the County Administrator or designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements amendments, and payment requests, which may be necessary for the completion of the grant scope; and
6. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

Resolution #

Date:

Page 2

Supervisors:

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma
State of California

Date: January 8, 2019

Item Number: _____

Resolution Number: _____

X 4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, authorizing a budgetary adjustment to the 2018-2019 Final Budget to appropriate General Funds in the amount of fifty thousand (\$50,000) to the County Administrator budget for State of California Parks and Recreation Local Assistance Specified Grant offsetting grant revenue and expenditures for consulting services and staff time related to phase one of the Camp Newman Community Center rebuild project.

Whereas, the Board has adopted the Fiscal Year 2018-19 Budget for all Governmental Entities within its jurisdiction, in accordance with Section 29088 of the Government Code of the State of California, and

Whereas, the Government Code allows for adjustments to the Adopted Budget during the 2018-19 Fiscal Year

Now, Therefore, Be It Resolved that the County Auditor-Controller is hereby authorized and directed to make the following budgetary adjustment:

Financing Sources

GENERAL FUND (10005): County Administrator
(15990600), State Grant Revenue (42358) \$50,000

Financing Uses:

GENERAL FUND (10005): County Administrator
(15990600), Contract Services (58103) \$50,000

Supervisors:

Gorin: Zane: Gore: Hopkins: Rabbitt:

Ayes: Noes: Absent: Abstain:

So Ordered.



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 12
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: January 8, 2019

Vote Requirement: 4/5

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

Staff Name and Phone Number:

Debbie Latham, 565-3101

Supervisorial District(s):

All

Title: Fourth Amendment to Legal Services Agreement with Hanson Bridgett, LLC

Recommended Actions:

Authorize County Counsel to execute a Fourth Amendment to the Legal Services Agreement with Hanson Bridgett, LLC, for employee benefit consulting and related legal services, increasing the contract amount from \$150,000 to \$200,000, and extending the term through June 30, 2019.

Executive Summary:

Periodically, the County requires legal advice in the area of public agency taxation related to the administration of employee and retiree health and welfare benefits, compensation, retirement and pension plan law. Accordingly, your Board and County Counsel have executed previous agreements with Hanson Bridgett to provide specialized legal services in this area to ensure the County is in compliance with Federal Internal Revenue regulations, and state law.

Due to the continuing need for these specialized services, the recommended action seeks to extend the term of the current agreement through December 31, 2019 and increase the maximum contract amount from \$150,000 to \$200,000.

Discussion:

County Counsel executed the original Legal Services Agreement ("LSA") with Hanson Bridgett on February 15, 2014, for benefits related consulting services, with a contract maximum not to exceed \$25,000 for the term 2/14/2014 through 2/15/2015. County Counsel also executed a First Amendment extending the term of this agreement through 2/15/2016. On March 8, 2016, your Board authorized a Second Amendment extending the term and increasing the contract maximum to \$150,000, and on July 18, 2017, your Board authorized County Counsel to execute a Third Amendment extending the term through 6/30/2018. Due to ongoing need for specialized legal services and in anticipation of various projects which may come forward during labor negotiations, the requested Board action is the authorized County Counsel to execute a Fourth Amendment to Legal Services Agreement to extend the term of through December 31, 2019 and to increase the maximum contract amount from \$150,000 to

\$200,000. To date, approximately \$80,000 has been expended, and it is anticipated that additional services will be required during the coming year to support various benefit initiatives.

Prior Board Actions:

7/18/2017: Authorized County Counsel to execute a Third Amendment to Agreement
 3/08/2016: Board authorized County Counsel to execute a Second Amendment to Legal Services Agreement increasing compensation maximum to \$150,000 and extending term through 6/30/2017
 10/05/2015 : County Counsel executed a First Amendment to Agreement extending term to 2/15/2016
 2/15/2014: County Counsel executed the original Legal Services Agreement up to \$25,000 for the term 2/15/2014 through 2/15/2015

Strategic Plan Alignment Goal 3: Invest in the Future

Amending the legal services agreement will further the goal of investing in the future by preserving and enhancing current County funds, and maintain appropriate fiscal controls to ensure the County's compliance with state and federal taxation regulations.

Fiscal Summary

Expenditures	FY 18-19 Adopted	FY 19-20 Projected	FY 20-21 Projected
Budgeted Expenses	86,000	\$50,000	
Additional Appropriation Requested			
Total Expenditures	86,000	\$50,000	

Funding Sources

General Fund/WA GF			
State/Federal			
Fees/Other	86,000	\$50,000	
Use of Fund Balance			
Contingencies			
Total Sources	86,000	\$50,000	

Narrative Explanation of Fiscal Impacts:

Funds for these specialized legal services are budgeted within various units within the Human Resources Department, included Benefits Administration, Dept. #23020500, Account \$51803; County Health Plan, Dept. 2302100, Account #51803. Funds for services provided as part of labor negotiations are budgeted within the Non-Departmental, Other General Government-Employee Benefits, Dept. #16020100, Account 51211.

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

**FOURTH AMENDMENT TO
LEGAL SERVICES AGREEMENT**

This Fourth Amendment ("Amendment"), dated as of July 1, 2018, is by and between the County of Sonoma, a political subdivision of the State of California ("County"), and Hanson Bridgett, LLC, a California Limited Liability Corporation, hereinafter referred to as ("Attorneys").

RECITALS

WHEREAS, County and Attorneys entered into a Legal Services Agreement, dated February 15, 2014, for legal advice, analysis and consultation in the areas of public agency taxation, employee and retiree health and welfare benefits, compensation, pension, state and federal taxation compliance, and retirement and pension plans, hereinafter referred to as the "Legal Services Agreement"; and

WHEREAS, County and Attorneys entered into a First Amendment extending the term of the Legal Services Agreement from February 15, 2015 to February 14, 2016; and

WHEREAS, County and Attorneys executed a Second Amendment extending the term of the Legal Services Agreement from February 15, 2016 to February 14, 2017 and increasing the contract maximum to \$150,000 over the term of the agreement; and

WHEREAS, County and Attorneys executed a Third Amendment extending the term of the Legal Services Agreement from February 15, 2017 through June 30, 2018; and

WHEREAS, County and Attorneys now desire to execute a Fourth Amendment to the Legal Services Agreement to extend the term of the Agreement from July 1, 2018 through December 31, 2019, and to increase the maximum contract amount from \$150,000 to \$200,000 due to ongoing need for specialized legal services; and

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

AGREEMENT

1. Section 2 of the Legal Services Agreement shall be deleted in its entirety and replaced with the following language:

“2. Compensation. Compensation to Attorneys for services shall be at the rates set forth in Exhibit A, provided however total payments hereunder shall not exceed \$200,000 over the term of this Agreement.”

2. Section 3 of the Legal Services Agreement shall be deleted in its entirety and replaced with the following language:

3. “Term. The term of this Agreement shall commence on February 15, 2014, and shall terminate on December 31, 2019.”

4. A new Section 25 shall be added to the Legal Services Agreement as follows:

“Section 25 – Statutory Compliance/Living Wage Ordinance. Attorneys agree to comply, and to ensure compliance by its sub consultants or subcontractors, with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Consultant expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.”

5. 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.

6. This Fourth 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.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the effective date.

ATTORNEYS:

Hanson Bridgett, LLP

By: _____

Name: _____

Title: _____

Date: _____

COUNTY OF SONOMA:

By: _____

Bruce Goldstein, County Counsel

Date: _____



County of Sonoma Agenda Item Summary Report

Agenda Item Number: 13
(This Section for use by Clerk of the Board Only.)

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

To: The Board of Supervisors of Sonoma County

Board Agenda Date: January 8, 2019

Vote Requirement: 4/5

Department or Agency Name(s): District Attorney's Office

Staff Name and Phone Number:

Renate Amantite / 565-3150

Supervisorial District(s):

Title: District Attorney's Polyvictimization Grant Program

Recommended Actions:

Adopt position and budget adjustment resolutions increasing the Family Justice Center Administrative Aide-Time Limited position from a 0.5 to a 0.8 fulltime equivalent (FTE) position. The addition of the 0.3 FTE will increase efforts to achieve interconnected goals to reduce incidence of re-traumatization for polyvictims; reduce re-victimization of polyvictims; and share knowledge with other Family Justice Center demonstration sites.

Executive Summary:

On September 19, 2016, the District Attorney's Office was notified that the application for the Polyvictimization Grant was accepted. The term of the grant is October 1, 2016 to September 30, 2019. This request is to increase the District Attorney's Office's position allocation for a grant funded, time limited grant program coordinator at the Family Justice Center Sonoma County. Due to a delay in initial funding and a stringent hiring and background process, the coordinator position remained vacant for the first five months of the grant period. Additionally, there was a turnover resulting in the position remaining vacant for almost two months. As there were lower salary and benefit costs over the initial five months of the grant period and the recent two months of vacancy, there will be lower salary and benefits costs than initially estimated.

There are enough unspent grant funds due to the cost savings to support the increase in the FTE of the position. The addition of the 0.3 FTE will increase efforts to achieve interconnected goals to reduce incidence of re-traumatization for polyvictims; reduce re-victimization of polyvictims; and share knowledge with other Family Justice Center demonstration sites.

Discussion:

Many victims seeking services at the Family Justice Center Sonoma County (FJCSC) have experienced multiple crimes throughout their lifetime and as a result experience complex trauma that requires specialized support.

The U.S. Department of Justice under the Office of the Assistant Attorney General award amount is \$666,660 and the grant term is October 1, 2016 through September 30, 2017. The Office of Victims of Crime Improving Understanding of Polyvictimization and Importance of Services Grant Program seeks to serve polyvictims and intends to create a systematic approach for partner agencies to identify, support, and provide services to these victims. Effectively addressing polyvictimization requires a holistic and specialized approach to address the needs of these victims.

In partnership with many local partner agencies including Catholic Charities of the Diocese of Santa Rosa, Council on Aging, Legal Aid, Verity, and the YWCA of Sonoma County. The following have been developed under this program: a model polyvictimization screening tool for use in Family Justice Centers; a strategic plan for implementing the tool and delivering services for polyvictims at the FJCSC; and contracts among all onsite and offsite FJCSC Partners.

Outcomes include greater coordination between FJCSC Partners to serve polyvictims; improved identification of individuals who have experienced polyvictimization; improved provider awareness of polyvictimization and how to provide holistic services to polyvictims; greater FJCSC capacity to lead planning processes, implement screening tools, and coordinate multidisciplinary partnerships; increased capacity to provide culturally and linguistically competent services; working to reduce incidence of re-traumatization for polyvictims; reduced re-victimization for polyvictims; and stronger relationships and knowledge sharing with other demonstration sites.

The Executive Director has requested approval to increase the FTE of the current Program Coordinator, holding the Administrative Aide – Limited Term position, from 0.5 to 0.8.

Prior Board Actions:

In November 2016, the Board of Supervisors granted approval to accept the Polyvictimization Grant funds and add a 0.5 FTE Administrative Aide-Limited Term position through September 2019.

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

As one of only six Family Justice Centers nationwide to receive this grant, our research and care for local polyvictims will impact and create strategies for use across the country while helping those in need in our community.

Fiscal Summary			
Expenditures	FY 18-19 Adopted	FY 19-20 Projected	FY 20-21 Projected
Budgeted Expenses	61,607	21,045	0
Additional Appropriation Requested	15,789		
Total Expenditures	77,396	21,045	0
Funding Sources			
General Fund/WA GF			
State/Federal	77,396	21,045	
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	77,396	21,045	0
Narrative Explanation of Fiscal Impacts:			
This is a grant funded program and there are sufficient grant funds for this request. No impact to the county General Fund.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Administrative Aide – Limited Term	\$4,433.39 - \$5,389.99	0.3	0
Narrative Explanation of Staffing Impacts (If Required):			
No staffing impact.			
Attachments:			
<ul style="list-style-type: none"> A. Resolution – Budget Adjustment B. Resolution – Position Allocation C. Award Letter 			
Related Items “On File” with the Clerk of the Board:			
None			



County of Sonoma
State of California

Date: January 8, 2019

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, to amend the Department Allocation List for the District Attorney's Office to reflect the increase to the Administrative Aide – Limited Term position at the Family Justice Center from 0.5 FTE to 0.8 FTE.

Whereas, the Sonoma County District Attorney desires to continue a certain project designated as Understanding of Polyvictimization and Importance of Services Grant Program; and

Whereas, the United States Department of Justice, Office of Justice Programs has allocated \$666,666 to the County of Sonoma for the term October 1, 2016 to September 30, 2019.

Whereas, the District Attorney is requesting authorization to add a 0.3 FTE to an existing 0.5 Administrative Aide – Limited Term position to increase efforts to achieve interconnected goals to reduce incidence of re-traumatization for polyvictims; reduce re-victimization of polyvictims; and share knowledge with other Family Justice Center demonstration sites.

Now, Therefore, Be It Resolved by the Board of Supervisors of the County of Sonoma County that the Department Allocation List for the District Attorney's Office is hereby amended to reflect an increase of 0.3 FTE to the Administrative Aide – Limited Term position at the Family Justice Center from 0.5 to 0.8.

Be It Further Resolved that the Allocation Table for the District Attorney's Office is hereby revised as follows:

Resolution #

Date:

Page 2

Budget Index	Job Class	Class Title	Existing Positions In Class	Change In Position Allocation	New Total Allocation For Class	Duration/ End Date	Salary Range
1810600	0810	Administrative Aide, time limited	3.5	.3	3.8	9/30/2019	4433 month

Supervisors:

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma
State of California

Date: January 8, 2019

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, authorizing budgetary adjustments to the 2018-19 budget in the amount of \$15,789 for the District Attorney's Office from funds awarded by the Department of Justice.

Whereas, the Board of Supervisors has adopted a Final Budget for the County of Sonoma Operation Budgets; and

Whereas, the Government Code allows for adjustments to the Final Budget during the 2018-19 Fiscal Year; and,

Now, Therefore, Be It Resolved this Board finds, declares and determines as follows:
The County Auditor-Controller is hereby authorized to appropriate \$23,679 into the District Attorney – Family Justice Center Salary and Benefits.

Supervisors:

Gorin: Rabbitt: Zane: Hopkins: Gore:

Ayes: Noes: Absent: Abstain:

So Ordered.



U.S. Department of Justice

Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

September 19, 2016

Ms. Jill Ravitch
Sonoma County District Attorney's Office
600 Administration Drive
Suite 212 J
Santa Rosa, CA 95403

Dear Ms. Ravitch:

On behalf of Attorney General Loretta Lynch, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 16 A Pathway to Justice, Healing and Hope: Addressing Polyvictimization in a Family Justice Center Setting Demonstration Initiative: Purpose Area 1: Demonstration Site in the amount of \$666,666 for Sonoma County District Attorney's Office. The money for this award comes from the Crime Victims Fund, which is administered by the Office for Victims of Crime (OVC). It is derived not from tax dollars, but from fines, penalty assessments, and bond forfeitures of convicted federal criminal offenders. The U.S. Attorney's in each District play a critical role in securing these funds to benefit federal, tribal, state, and local crime victims' programs. This Cooperative Agreement reflects the continuing commitment of the Department of Justice to improve the treatment of crime victims.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Stacy L. Phillips, Program Manager at (202) 616-3627; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in black ink that reads "Karol V. Mason".

Karol Virginia Mason
Assistant Attorney General

Enclosures



U.S. Department of Justice
Office of Justice Programs
Office for Victims of Crime

**GRANT MANAGER'S MEMORANDUM, PT. I:
PROJECT SUMMARY**
Cooperative Agreement

PROJECT NUMBER
2016-VF-GX-K028

PAGE 1 OF 1

This project is supported under 42 U.S.C. 10603 (c)(1)(A)

1. STAFF CONTACT (Name & telephone number)

Stacy L. Phillips
(202) 616-3627

2. PROJECT DIRECTOR (Name, address & telephone number)

Wes Winter
Executive Director
600 Administration Drive
Suite 212 J
Santa Rosa, CA 95403
(707) 565-8257

3a. TITLE OF THE PROGRAM

Purpose Area 1: Demonstration Site

3b. POMS CODE (SEE INSTRUCTIONS
ON REVERSE)

4. TITLE OF PROJECT

Family Justice Center Sonoma County

5. NAME & ADDRESS OF GRANTEE

Sonoma County District Attorney's Office
600 Administration Drive Suite 212 J
Santa Rosa, CA 95403

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2016 TO: 09/30/2019

8. BUDGET PERIOD

FROM: 10/01/2016 TO: 09/30/2019

9. AMOUNT OF AWARD

\$ 666,666

10. DATE OF AWARD

09/19/2016

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

OVC released the Vision 21: A Pathway to Justice, Healing, and Hope: Addressing Polyvictimization in a Family Justice Center Setting Solicitation to establish a demonstration initiative focused on developing a special polyvictimization program model within Family Justice Centers (FJC) and other comprehensive co-located services for victims of domestic violence and sexual assault. Through this initiative, a specialized trauma-informed polyvictimization screening tool will be developed and offered to both adults and children receiving services at the FJC's, followed by the provision of the wide range of services needed to address survivors' complete history of current and past experiences with violence.

With this award, the Sonoma County Family Justice Center (SCFJC) will participate as one of six demonstration sites to develop models for addressing polyvictimization within FJCs or similar co-located services models with the goal of developing a new screening tool and expanding services for serving polyvictims in Sonoma County, California. Project partners include: Catholic Charities of the Diocese of Santa Rosa, the City of Santa Rosa Police Department,

Community Child Care Council of Sonoma County, Council on Aging, the Inter-Tribal Council of California, Kaiser Foundation Health, Legal Aid of Sonoma County, Santa Rosa Community Health Centers, the County of Sonoma Department of Health Services Behavioral Health Division, the Sonoma County District Attorney's Office, the Sonoma County Human Services Department, the County of Sonoma Sheriff's Office, Verity, and the YWCA Sonoma County. Hatchuel Tabernik and Associates will serve as the local evaluator on the initiative. CA/NCF



County of Sonoma Agenda Item Summary Report

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

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

To: Sonoma County Board of Supervisors

Board Agenda Date: January 8, 2019

Vote Requirement: Majority

Department or Agency Name(s): General Services

Staff Name and Phone Number:

Jane Elias, 707-565-6483
Christine Condon, 707-565-2125

Supervisorial District(s):

All

Title: Authorization of Commercial Energy Audit Services Agreement with Sonoma Clean Power

Recommended Actions:

- A. Delegate authority to the Director of General Services to execute an agreement with Sonoma Clean Power Authority ("SCP") for the General Services Department to provide commercial energy auditing services for SCP customers through June 30, 2019, for services totaling no more than \$60,000 subject to reimbursement by SCP, and in a form approved by County Counsel.
- B. Authorize the General Services Director to execute amendments with SCP, in a form approved by County Counsel, to receive additional funds that may become available during the course of this contract.

Executive Summary:

Staff requests authorization for the Director of General Services to execute an agreement with SCP for the County General Services Department's Energy and Sustainability Division to provide commercial energy auditing services through June 30, 2019. Under the agreement, Division staff will facilitate energy efficiency projects by offering energy auditing services to identify energy saving opportunities for commercial projects. This program will complement and enhance other energy efficiency programs and services offered by the County General Services Energy and Sustainability Division.

All County time and costs in providing the audit services will be reimbursed by SCP under the agreement, subject to a monthly invoicing for services rendered and costs incurred and in a total amount not to exceed \$60,000. The agreement term end date is June 30, 2019.

Discussion:

The Sonoma Clean Power commercial energy auditing program aligns with and supports the goals and objectives associated with Assembly Bill 32, Assembly Bill 1109, and the Sonoma County Community Climate Action Plan. By promoting and facilitating the implementation of energy reduction projects and

raising awareness of the environmental and economic benefits of such activities, the County will continue to demonstrate commitment and leadership in its efforts to reduce greenhouse gas emissions for County operations and the community.

Through partnership with Sonoma Clean Power Authority, the General Services Department Energy and Sustainability Division (“ESD”) will improve upon its service delivery, increase outreach efforts, and continue serving the public with projects that result in greenhouse gas reductions and promote energy efficiency to enhance Sonoma County’s community and environment.

This agreement leverages the impact of current energy efficiency and sustainability programs that the ESD manages including the Sonoma County Energy Independence Program, Sonoma County Energy Watch and the Green Business Programs.

The agreement is a contract for a total of \$60,000 in services through June 2019. During the agreement term, ESD will provide commercial energy audits for local commercial energy efficiency projects. Commercial customers will be referred by SCP to ESD.

ESD will provide the following services:

1. Coordinating with SCP after commercial customers have been identified as good candidates for energy audits.
2. Reviewing customer utility billing analysis completed by SCP.
3. Scheduling and completing onsite energy audits to document existing conditions and identify potential energy efficiency improvements.
4. Analyzing findings and providing audit results. Energy audit report will include information about other complementary program resources.

The agreement form currently is being finalized between ESD and SCP staff. The final agreement will be substantially in the form of the *pro forma* attached to this Summary. SCP is scheduled to bring the final agreement to its governing board for approval in January 2019.

Objectives of the Program

Services under the proposed SCP agreement would be part of and complement the County’s Commercial Energy Auditing program. That program leverages the General Services Department’s experience and success working with businesses and implementing environmental programs. The program complements existing programs and expose more commercial business customers to the other energy and sustainability services and programs available through ESD.

ESD will continue to work closely with and leverage resources available through SCP, PG&E, the Sonoma County Regional Climate Protection Authority (RCPA), the Sonoma County Energy Independence Program (SCEIP), the Sonoma County Green Business Certification Program, and the Bay Area Regional Energy Network. This partnership and agreement is aligned with and supports the ESD’s goal to offer a one-stop-shop where customers of any type (public, residential, commercial, etc.) can obtain

information about energy efficiency rebates, renewable generation options, and long-term project financing.

This agreement with SCP is a result of ongoing communication and collaboration to identify how our two organizations can work more closely and effectively together to offer non-competing energy efficiency services using funding from PG&E, SCP and other partners to meet the County's economic and environmental stewardship goals.

The General Services Department is working with the CAO, SCP, and RCPA to provide an informational Climate Action update to the Board of Supervisors in March 2019.

Prior Board Actions:

None

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

This agreement will enable the County of Sonoma, through the General Services Department, to facilitate the implementation of energy efficiency improvements at public and private nonresidential facilities throughout Sonoma County, which reduce energy consumption and costs, reduce greenhouse gas emissions, and support employment in the green construction industry. This agreement supports the Board's goal of Economic and Environmental Stewardship because both the Energy and Sustainability Division and Sonoma Clean Power Authority work to improve environmental quality through greenhouse gas reduction strategies and promote economic development opportunities through rebates and financing.

Fiscal Summary			
Expenditures	FY 18-19 Adopted	FY 19-20 Projected	FY 20-21 Projected
Budgeted Expenses	60,000		
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other	60,000		
Use of Fund Balance			
Contingencies			
Total Sources	60,000		
Narrative Explanation of Fiscal Impacts:			
Staff resource costs required to perform the agreement will be reimbursed by SCP and paid on a time and materials/expenses basis. The agreement establishes a <i>not to exceed</i> limit of \$60,000 that will be reimbursed to County for services performed. The County shall invoice SCP on a monthly basis.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
The Sonoma Clean Power commercial auditing program supports funding for one existing Department Analyst to perform commercial energy auditing services on a time and materials basis not to exceed \$60,000.			
Attachments:			
Attachment 1: <i>Pro forma</i> Professional Services Agreement with Sonoma Clean Power Authority			
Related Items “On File” with the Clerk of the Board:			
None			

Standard Professional Services Agreement (“PSA”) Revision G – June 2016

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement ("Agreement"), dated as of _____, 20__ (“Effective Date”) is by and between the Sonoma Clean Power Authority (“SCPA”), a California joint powers authority, and the County of Sonoma a political subdivision of the State of California (hereinafter "County"). SCPA and the County may be individually referred to as a “Party” or collectively as “Parties.”

A G R E E M E N T

I. Scope of Services.

1.1 Scope of Services. County agrees to provide the services as described in Exhibit A. Notwithstanding anything to the contrary in this Agreement or Exhibit A, services shall be non-exclusive and nothing herein shall prohibit County from referring customers to or providing information regarding additional or other products or services from other entities or companies.

1.2 Performance Standard. County warrants that it possesses the necessary training, experience and skill to competently and professionally provide the services described in Exhibit A. County agrees that its work will be performed and its operations conducted in accordance with the standards of a reasonable professional having specialized knowledge and expertise in the services provided under this Agreement. County shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in County's profession. SCPA has relied upon the professional ability and training of County as a material inducement to enter into this Agreement. County hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of County's work by SCPA shall not operate as a waiver or release. If SCPA determines that any of County's work is not in accordance with such level of competency and standard of care, SCPA, in its sole discretion, shall have the right to do any or all of the following: (a) require County to meet with County to review the quality of the work and resolve matters of concern; (b) require County to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.3 Staffing and Coordination. County shall cooperate, and closely coordinate, with SCPA staff in providing all services under this Agreement. County General Services Energy and Sustainability Division staff are deemed by SCPA to be key people

whose services were material inducement to enter into this agreement. County General Services Energy and Sustainability staff shall oversee and manage all services performed by County. County may remove, replace, or otherwise change Key Staff subject to reasonable notice to SCPA and provision of adequately-qualified replacement personnel.

2. Payment. 2.1 Payment Terms. Time and Materials Provisions: For all services and incidental costs incurred in rendering services hereunder, SCPA shall pay County on a time and material/expense basis in accordance with the budget set forth in Exhibit A provided, however, that total payments to County shall not exceed \$60,000.

2.2 Payment. County shall submit one invoice each calendar month in which services are performed. Invoices shall be signed by Key Staff, include copies of receipts for pre-approved reimbursable expenses, and contain the following detail for each billable entry: Date

- b. Detailed description of work performed and person involved
- c. Time spent in ¼ hour increments

Upon receipt of properly prepared invoicing, SCPA shall pay County within 30 calendar days for services provided in accordance with this Agreement, applying the following rates:

- a. County's standard rates for the staff assigned
- b. Reimbursable expenses must be pre-approved by SCPA

In no event shall the amount payable for services performed during this Agreement exceed \$60,000.

3. Term of Agreement. The term of this Agreement shall be from the Effective Date to June 30, 2019 unless terminated earlier in accordance with the provisions of Article 4 below or amended by a written, executed amendment to the Agreement.

4. Termination: Notwithstanding any other provision of this Agreement, at any time and without cause, the Parties shall have the unequivocal right to terminate this Agreement by giving thirty (30) calendar days written notice to the other Party. Notwithstanding any other provisions of this Agreement, should County fail to perform any of its obligations or violate any of the terms of this Agreement (Termination for Cause), SCPA may, upon providing County written notice stating the reason for termination, immediately terminate this Agreement. In the event of termination, County, within fourteen (14) calendar days following the date of termination, shall deliver to SCPA all materials and work product subject to Section 1 and shall submit to SCPA a final invoice for all outstanding payments.

5. Indemnification. Each party shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents, and employees, from and against any actions, and all claims, loss, proceedings, damages, liabilities, disabilities, costs or expenses

(including attorney's fees and witness costs) arising from or in connection with, or caused by any act, omission, or negligence of such indemnifying party or its agents, employees, contractors, subcontractors, or invitees. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party or its agents, employees, contractors, subcontractors, or invitees under workers' compensation acts, disability benefits acts, or other employee benefit acts.

6. Insurance. County shall maintain insurance and/or self-insurance as described below unless such insurance has been expressly waived in writing by SCPA.

a. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California, and Employers Liability with minimum limits of \$1,000,000 per accident; \$1,000,000 disease per employee; \$1,000,000 disease per policy.

b. Commercial General Liability Insurance with Minimum Limits: \$1,000,000 per occurrence; \$2,000,000 general aggregate; \$2,000,000 products/completed operations aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Umbrella Liability Insurance.

1. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. County is responsible for any deductible or self-insured retention and shall fund it upon SCPA's written request, regardless of whether County has a claim against the insurance or is named as a party in any action involving SCPA.

2. SCPA shall be an additional insured for liability arising out of operations by, or on behalf of, County in the performance of this Agreement.

3. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.

4. The policy shall cover inter-insured suits between the additional insureds and County and include a "separation of insureds" or "severability" clause which treats each insured separately.

c. Automobile Liability Insurance with Minimum Limit of \$1,000,000 combined single limit per accident. Automobile Insurance shall apply to all owned autos.

d. Professional Liability/Errors and Omissions Insurance with Minimum Limit of \$1,000,000 per claim or per occurrence. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the insurance is on a Claims Made basis, the retroactive date shall be no later than the commencement of the work. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

e. The Certificate of Insurance must include the following reference: Sonoma Clean Power Authority.

f. All required Evidence of Insurance shall be submitted to SCPA within 3 business days of the Effective Date. County agrees to maintain current Evidence of

Insurance on file with SCPA for the entire term of this Agreement.

g. The name and address for Additional Insured endorsements and Certificates of Insurance is: Sonoma Clean Power Authority, Attn: Contract Administration, 50 Old Courthouse Square, Suite 605, Santa Rosa, CA, 95404.

h. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) business days before expiration or other termination of the existing policy.

i. County shall provide SCPA immediate written notice if any of the required insurance policies are terminated.

j. County's indemnity and other obligations shall not be limited by these insurance requirements.

7. Status of County: County, in performing the services under this agreement, shall act as an independent contractor and shall control the work and the manner in which it is performed. At no time shall County employees act as an agent or employee of SCPA and at no time shall County employees be entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits SCPA provides its employees. In the event SCPA exercises its right to terminate this Agreement pursuant to Section 4, County expressly agrees that its employees shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

7.1 No Suspension or Debarment. County warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. County also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration.

7.2 Records Maintenance. County shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to SCPA for inspection at any reasonable time. County shall maintain such records for a period consistent with the County's record retention schedule following completion of work hereunder.

7.3 Statutory Compliance/Living Wage Ordinance. County shall comply with all applicable federal, state and local laws, regulations, statutes and policies applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement.

7.4 Nondiscrimination. Without limiting any other provision of this Agreement, County shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this

Agreement are incorporated by reference. During the term of this Agreement, County shall comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection.

7.5 Confidentiality, Ownership and Disclosure of Work Product. All information obtained by County under this Agreement shall be deemed confidential ("Confidential Information"). Unless SCPA provides written permission, County is compelled by a court of law or regulatory agency, or County obtained Confidential Information from a source or sources other than SCPA, County shall not share Confidential Information with any other person or entity outside of SCPA staff and SCPA authorized representatives. Provisions related to Confidential Information shall survive expiration or termination of the Agreement for a period of at least five (5) years. All reports, original drawings, graphics, plans, studies, and other data or documents ("Documents"), in whatever form or format, produced by County or County's subcontractors, consultants, and other agents within the term and scope of this Agreement shall be the property of SCPA. SCPA shall be entitled to immediate possession of such Documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, County shall promptly deliver to SCPA all such Documents, which have not already been provided to SCPA in such form or format, as SCPA deems appropriate. Such Documents shall be and will remain the property of SCPA without restriction or limitation. Notwithstanding the foregoing, SCPA acknowledges and agrees: (a) County is subject to the provisions of the California Public Records Act and (b) County may be compelled to release records containing Confidential Information as a result of requests made under that Act. If County receives a demand for the disclosure of Confidential Information under the California Public Records Act, County shall promptly notify SCPA of the request. If SCPA wishes to preclude disclosure of such Confidential Information under the California Public Records Act, SCPA shall take appropriate legal action to obtain a court order prohibiting such disclosure.

8. Assignment and Delegation. Parties shall not assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

10.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

10.6 Exhibits. In the event of a conflict between the body of this Agreement and any Exhibits or attachments, the language in the body of this Agreement shall prevail.

10.7 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

10.8 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

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

10.10 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

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

EXHIBIT A SCOPE OF SERVICES

Commercial Building Energy Audit Services for the Sonoma Clean Power Authority

The County of Sonoma's General Services Department's Energy and Sustainability Division (hereinafter referred to as "County" or "ESD") will perform enhanced ASHRAE Level "1.5" Commercial Energy Audits as needed for select Sonoma Clean Power Authority ("SCPA") commercial customers. These audits will include interviews with select facility staff, a review of utility bills or other operating data, and a walk through of the facility. The goal will be to identify significant areas of energy waste or inefficiency and to develop a preliminary report detailing low-cost/no-cost measures and potential capital improvements that may require further study in subsequent, more detailed audits.

Billing Rate

All services under this agreement, including travel time, shall be billed at \$81.23 per hour.

Not-to-Exceed Amounts

Item	Cost
Personnel	\$58,000
Program operations, including printing and program administration	\$2,000
Total	\$60,000

Standard engagement:

1. Commercial customers initiate contact with SCPA because of high utility usage and costs.
2. SCPA’s Commercial Account Manager assists the customer by providing a utility bill analysis. After the initial utility bill analysis has been completed, SCPA’s Commercial Account Manager will identify medium and large commercial customers who are good candidates for energy audits.
3. SCPA’s commercial account manager will coordinate with the ESD team to schedule and complete an on-site energy audit.
4. An ESD Analyst will coordinate with SCPA’s commercial account manager for a review of the utility billing analysis that has been completed by the SCPA Commercial Account Manager prior to the site visit.
5. An ESD Analyst will analyze findings and provide the results to SCPA. Review of findings with the customer will be directed by SCPA.

ESD Commercial Energy Audit Service Scope	Standard Engagement Estimated Hours/other as appropriate	Standard Engagement Estimated Cost/Audit	Total (Not to Exceed) for Agreement Term
Review project with SCPA, including utility billing analysis and project information	1	\$81.23	\$60,000
Initial Walk-through survey; complete site visit	4	\$324.92	
Travel time to and from, accounts in the SCPA Service Area (hourly staff time)	4	\$324.92	
County Fleet Vehicle fee at 2019 County Rate (vehicle mileage + vehicle fee) Estimate Based on 2018 Vehicle Rate =	Up to 4 hours and/or 200 miles round-trip.	\$114.47	

\$34.23+\$4.28/hour + 0.23/mile)			
Analyze audit findings to Identify low-cost/no-cost energy efficiency upgrade opportunities and complete Energy Audit Report	6	\$487.38	
Meeting (phone or in-person) with SCPA to review audit findings and (phone or in-person) meeting with customer to review audit findings	1.5	\$121.85	
Total Audit Time and Cost (excluding travel costs)	12.5	\$1015.38	
Total Travel Costs	Travel time + Vehicle Fees	\$439.39	
Total Cost/Audit		\$1454.77	

A standard engagement, as described above has an estimated amount of \$1500. Where ESD anticipates an individual audit cost will exceed \$1500, ESD agrees to provide written notice to SCPA in advance, so the Parties can mutually agree on a reasonable estimate of audit costs under the non-standard conditions.

Estimated hours and costs described above are based the assumption that the project consists of one or more buildings with a total of < 25,000 square feet of floor area, with simple mechanical systems.

Level “1.5” Energy Audit. Audits provided pursuant to this Exhibit A will be a Level “1.5” Energy Audit, where ESD staff will provide the following:

1. Conduct initial walk-through energy survey
 - a. Audit Tasks will include the following:
 - i. Interview facility manager and/or select facility staff to collect information including: existing equipment age and condition, control practices, operating schedules, maintenance practices, expected projects, previous studies and priorities and comfort issues.
 - ii. Collect data on existing equipment including, equipment nameplate information, age and condition. Catalog existing system types, quantities and efficiencies for:
 - (A) Building Envelope
 - (B) Indoor and Outdoor Lighting systems and controls
 - (C) HVAC systems and controls
 - (D) Domestic Hot Water (DHW) systems and controls
 - (E) Indoor water fixtures

(F) Plug Loads

- iii. Take spot, sample measurements of light levels, space temperatures and humidity levels, and HVAC register temperatures

2. Analyze audit findings to Identify low-cost/no-cost energy efficiency upgrade opportunities

3. Report Findings

Provide an ASHRAE Level “1.5” Energy Audit Report, substantially in the form described in Attachment A-1, unless the parties agree to an alternate format.

- a. Audit report will be delivered via email.
- b. Phone conference or in-person meeting with Sonoma Clean Power to review audit report.
- c. Phone conference or in-person meeting with customer to review audit report.

4. **Exclusions:**

- a. Ladder use by ESD staff will be limited to climbing ladders with a maximum height of 6 foot or less to access light fixtures, etc.
- b. Onsite facility staff will be required to assist ESD staff for documentation of inaccessible equipment by accessing, photographing and documenting equipment that is inaccessible and/or require power tools to access.

5. **Optional Scope:** SCPA may request additional scope, at additional cost to SCPA. Such scope would be performed at rates and not to exceed amounts as separately agreed the parties, and could include:

- a. Data logging including power and energy, temperature and relative humidity, equipment run-time, CO2 levels, etc.
- b. ASHRAE Level 2 energy savings and cost analyses for energy efficiency measures
- c. Energy modeling
- d. Water audit

ATTACHMENT A-1:
ESD Sample Energy Audit Report Template

ASHRAE Level “1.5” Energy Audit Report Template

1. Baseline Facility Description

a. **Executive Summary**

- *Provide a description of the building location, configuration and square footage.*
- *Discuss weekly occupant patterns by occupants*
- *Summarize energy goals and energy efficiency targets*

b. **Energy Usage Summary**

- *Insert charts showing estimates of energy consumption of end-use systems based on expected end uses of similar buildings*
- *Insert charts summarizing electricity use from utility billing analysis from SCPA*

c. **Building Systems Report; description and photographs of existing systems**

- *Insert tables of existing mechanical systems and controls catalogued during energy audit*
- *Insert tables of existing lighting systems and controls catalogued during energy audit*
- *Insert tables of existing lighting systems and controls catalogued during energy audit*
- *Insert table of existing envelope systems catalogued during energy audit*
- *Insert table of appliances and plug loads catalogued during energy audit*

2. Summary of Energy Efficiency and Conservation Recommendations

a. **Energy Efficiency Recommendations**

- *Insert table of low cost/no cost energy efficiency recommendations, including age of equipment and applicable associated Effective Useful Life*

b. **Operation and Maintenance Recommendations**

- *Insert table of operation and maintenance best practices applicable to project*

c. **Incentive, financing and certification program information**

- *Insert summary of applicable incentive, financing and certification program information.*

County of Sonoma:

By: _____

Name: _____

Title: _____

Date: _____

Sonoma Clean Power Authority

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM FOR COUNTY:

By: _____
County Counsel

Date: _____

APPROVED AS TO FORM FOR SCPA:

By: _____
General Counsel

Date: _____



County of Sonoma Agenda Item Summary Report

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

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

To: Sonoma County Board of Supervisors

Board Agenda Date: January 8, 2019

Vote Requirement: Majority

Department or Agency Name(s): General Services

Staff Name and Phone Number:

BC Capps: 707-565-3029

Supervisorial District(s):

All

Title: Contract Renewal with PG&E for Sonoma County Energy Watch Auditing Services

Recommended Actions:

- A. Authorize the General Services Director to execute all instruments, in form approved by County Counsel, necessary to amend and extend the existing agreement with Pacific Gas and Electric Company (PG&E) through December 31, 2019, for Sonoma County Energy Watch auditing services to be reimbursed by PG&E.
- B. Authorize the General Services Director to execute amendments to said agreement, in a form approved by County Counsel, to receive additional funds that may become available during the course of the agreement.
- C. Authorize the General Services Director to extend said agreement as-needed for up to two additional years if PG&E continues to award funding to the County of Sonoma, under the same terms and conditions and in form approved by County Counsel.

Executive Summary:

Staff requests authorization for the Director of General Services to execute an agreement with PG&E to extend and amend the existing agreement for the Sonoma County Energy Watch local government partnership through December 31, 2019. Under the agreement, GSD staff will continue to provide energy audit services, subject to full reimbursement by PG&E. These funds are used to facilitate energy efficiency projects by offering services such as energy audits, technical assistance, streamlined access to PG&E rebates, and energy efficiency project financing. For 2019, the California Public Utilities Commission has directed that these services target local municipalities, special districts, and K-12 schools throughout Sonoma County.

Discussion:

The California Public Utilities Commission directs investor owned utilities to establish partnerships with local governments for the purpose of implementing energy efficiency initiatives at the local level. The

County of Sonoma, through the General Services Department, established the Sonoma County Energy Watch program in 2009, and the program continues to provide valuable energy efficiency services across Sonoma County. The program originally started by offering services to local government agencies, then expanded out to the commercial and small-to-medium-business market. Over the past year, Sonoma County Energy Watch has added a residential focus to provide Energy Efficiency Rebuilding Consultations and to support the Advanced Energy Rebuild incentives available for fire survivors.

Within the General Services Department, the Energy and Sustainability Division is responsible for management of the program internally, with program funding allocated to staff members across the division. Additionally, acting as our own customer of the PG&E-funded program, County-owned facilities remain a leading focus of the work performed by General Services' Facilities Operations staff.

To date, Sonoma County Energy Watch has provided approximately \$1.75 million in incentives for energy efficiency projects serving more than 300 customers at municipalities, special districts, nonprofit organizations, and small-to-medium businesses throughout Sonoma County. The projects have saved roughly 12 million kilowatt-hours (kWh) of electricity, 25,000 therms of natural gas, and more than 2,400 metric tons of CO₂ emissions, equivalent to the removal of 500 cars from the road for a year.

The Sonoma County Energy Watch program aligns with and supports the goals and objectives associated with the Sonoma County Community Climate Action Plan (2008), AB 32 (the California Global Warming Solutions Act of 2006), and SB 350 (the Clean Energy and Pollution Reduction Act of 2015). By promoting and implementing energy efficiency projects and raising awareness of the environmental and economic benefits of such activities, the County will continue to demonstrate commitment and leadership in its efforts to reduce greenhouse gas emissions for County operations and the community.

Objectives of the 2019 Program

The proposed agreement is for one year with a total reimbursable amount of \$223,650 per year. The agreement will extend the term of the existing agreement with PG&E and amend certain other terms and conditions in that agreement. The final agreement will be substantially in the form of the instruments (collectively, the Change Order for Master Services Agreement and the Contract Work Authorization) attached to this Report. During the 12-month program cycle, Sonoma County Energy Watch will continue to provide energy audits, technical assistance, PG&E rebates, program marketing, and project financing for local municipalities, special districts, and K-12 schools throughout Sonoma County. Commercial and residential customers will be referred to one of PG&E's other third party programs that offer specialized services, such as the Energy Savings Assistance Program and Moderate Income Direct Install Program for low- and middle-income customers, or the Commercial Lighting Direct Install program for business LED lighting upgrades. In order to most efficiently maximize additional revenue and energy efficiency opportunities, General Services requests delegated authority to further extend the agreement and to add additional reimbursable scope should any arise under the local government partnership program.

Sonoma County Energy and Sustainability staff will also continue to work closely with and leverage resources available through the Sonoma County Regional Climate Protection Authority, the Sonoma County Energy Independence Program, the Sonoma County Green Business Certification Program, and the Bay Area Regional Energy Network. Our goal is to continue offering a one-stop-shop where customers of any type (public, residential, commercial, etc.) can obtain information about energy efficiency rebates, renewable generation options, and long-term project financing.

Prior Board Actions:

1. 3/1/2016 – Local Government Partnership Agreement with PG&E Authorized for 2016-2018.
2. 12/09/2014 – Local Government Partnership Agreement with PG&E Authorized for 2015.
3. 12/11/2012 – Local Government Partnership Agreement with PG&E Authorized for 2013-2014.
4. 12/08/2009 – Local Government Partnership Agreement with PG&E Authorized for 2010-2012.
5. 11/04/2008 – Local Government Partnership Agreement with PG&E Authorized for 2009.
6. 09/23/2008 – Climate Protection Action Plan (PG&E Partnership discussion).

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

This Agreement will enable the County of Sonoma, through the General Services Department, to continue to facilitate the implementation of energy efficiency improvements at public and private facilities throughout Sonoma County, which reduce energy consumption and costs, reduce greenhouse gas emissions, and support employment in the green construction industry.

Fiscal Summary

Expenditures	FY 18-19 Adopted	FY 19-20 Projected	FY 20-21 Projected
Budgeted Expenses	\$280,575	\$111,825	
Additional Appropriation Requested			
Total Expenditures	\$280,575	\$111,825	
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other	\$280,575	\$111,825	
Use of Fund Balance			
Contingencies			
Total Sources	\$280,575	\$111,825	

Narrative Explanation of Fiscal Impacts:

General Services has contracted with PG&E for these and similar services since 2009. The contract amount with PG&E for calendar year 2018 is currently \$337,500, with \$168,750 allocated to both FY 17/18 and FY 18/19. The 2019 calendar year agreement is a one year contract for a total of \$223,650, with \$111,825 allocated to both FY 18/19 and FY 19/20. If Sonoma County continues to be awarded these funds in future contract cycles, additional values will be added to our FY 19/20 and FY 20/21 budget projections at that time.

Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
<p>The Sonoma County Energy Watch program currently supports funding for two full time equivalent staff positions, which is then distributed in part across multiple existing positions in General Service’s Energy and Sustainability Division. With the expected reduction in contract funding, the Division will re-assign some staff hours to work on other program areas, including the Sonoma County Energy Independence Program, Sonoma County Green Business Certifications, or newly-forming collaborations with Sonoma Clean Power.</p>			
Attachments:			
<p>Attachment 1: Change Order #03 for Master Services Agreement C840 (4400010205) Attachment 2: PG&E - 2019 Custom Energy Solutions (CES Services) – Master Services Agreement (MSA) Attachment 3: PG&E - 2019 Contract Work Authorization (CWA) – CWA Scope of Work</p>			
Related Items “On File” with the Clerk of the Board:			
None			



Contract Change Order

This is Change Order (“CO”) No. 03 to Contract No. C840 (formerly 4400010205) dated March 10, 2016 between the below-named Contractor (“Contractor”), a Local Government Partner, and Pacific Gas and Electric Company (“PG&E”), a California corporation with its headquarters located at 77 Beale Street, San Francisco, California 94105. Contractor shall perform all Work under this Contract, as amended by this Change Order, pursuant to and in accordance with the terms and conditions of the Contract.

Contractor’s Legal Name:	County of Sonoma Department of General Services	This Contract Change Order consists of 16 page(s).
Contractor’s Address:	2300 County Center Drive Suite A200 Santa Rosa, CA 95403	
Project Name:	Local Government Partnership	
Job Location:	PG&E Service Territory	

CHANGES: The Parties hereby modify the Contract referenced above as follows:

1. This change order shall extend the parties Master Service Agreement# C840 (formerly 4400010205) (MSA) until December 31, 2019. The Parties specifically agree that this Contract shall be deemed to have been in effect continuously and without interruption since the original effective date of March 10, 2016. Any Contract Work Authorizations (CWA) executed under this MSA prior to the MSA expiration date, December 31, 2019, shall continue to be governed by and incorporate by reference the MSA terms and conditions until the CWA is complete, expired, terminated, **or the latest date the CWA is extended to**, whichever occurs first.
2. This change order shall revise the General Conditions language of the original MSA as fully described in Attachment 2, Revision to the General Conditions.

ATTACHMENTS: The following are attached to this Contract Change Order and incorporated herein by this reference.

Attachment 2: Revision to the General Conditions, 14 Pages

PRICING CHANGES:	Previous Total Contract Value:	\$Total Value of All Authorized CWAs
	Addition or Deduction:	\$Total Value of All Authorized CWAs
	Revised Total Contract Value:	\$Total Value of All Authorized CWAs

All other terms and conditions of the Contract, as it may have been amended by previous Contract Change Order(s), if any, shall remain the same.

THE PARTIES, BY SIGNATURE OF THEIR AUTHORIZED REPRESENTATIVES, HEREBY AGREE TO THE TERMS OF THIS CONTRACT CHANGE ORDER.

PACIFIC GAS AND ELECTRIC COMPANY		CONTRACTOR: County of Sonoma	
Signature		Signature	
Name	Adrienne Brown	Name	
Title	Portfolio Manager, Sourcing	Title	
Date		Date	



ADMINISTRATION			
PG&E Negotiator	Paula Paschal	Contractor Representative	
Phone	415-973-9506	Phone	
Email:	Paula.Paschal@pge.com	Email:	
Accounting Reference			
INVOICE INSTRUCTIONS:	<p>The default submission system for invoices to PACIFIC GAS AND ELECTRIC COMPANY should be through the Taulia electronic invoicing portal, which also provides real-time invoice payment status.</p> <p>In rare cases that it is infeasible for a supplier to use this system, please send paper invoices to the address below. Invoice payment status for paper invoices can be accessed through the automated PG&E Paid Help Line at (800) 756-PAID (7243) or by emailing APPaidline@pge.com</p>		
As described in more detail in the Invoicing section of the Terms and Conditions, Contractor shall send invoices for each payment when due, showing the Purchase Order Number (starts with "27" or "35") and the Line Item number, if applicable.	Send ORIGINAL Invoice to:	PG&E Accounts Payable PO Box 7760 San Francisco, CA 94120-7760	
	Send Invoice COPY to:		

INTERNAL PG&E USE ONLY			
Distribution Date			
Distribution of Copies	<input type="checkbox"/> ARIBA Contracts ("27" series): Buyer uploads an executed copy in Ariba.	<input type="checkbox"/> Contractor (Signed Original Copy)	
	<input type="checkbox"/> Work Supervisor	<input type="checkbox"/> Manager	
	<input type="checkbox"/> Invoice Approver	<input type="checkbox"/> Supervisor	
	<input type="checkbox"/> V.P.	<input type="checkbox"/> Sourcing/ Purchasing	
	<input type="checkbox"/> Director	<input type="checkbox"/> Law	

PG&E has updated its Customer Energy Solutions (CES) General Conditions (GC's) and this change order shall add the following new provisions and modify provisions to the Parties existing CES GC's as follows:

I. PROVISIONS ADDED TO THE CES GENERAL TERMS AND CONDITIONS:

With regard and relating to work, services and performance, including any omission, arising or contemplated under this Contract, the Parties agree as follows:

A. The following definitions shall be added to Section. 1.0 Definitions:

1. **"FERC"**: The United States Federal Energy Regulatory Commission.
2. **"Malicious Code"**: Collectively, any malicious or unauthorized code, scripts, routines or techniques (including without limitation any virus, spyware, ransomware or other malware) that is designed to erase data or programming, or infect, impair, modify, record, take control of, disrupt, damage, destroy, disable, shut down or permit or cause unauthorized access to or misuse of a computer system or any component thereof.
3. **"NERC"**: North American Electric Reliability Corporation, which enforces reliability standards with all users, owners and operators of the bulk power system in the United States.
4. **"CPUC"**: California Public Utilities Commission

B. The following shall be added as Section 2.10 Training Records and updates Section 2.8.3 Corrective Action Plan under Section 2.0 Performance of the Work:

2.10 TRAINING RECORDS: Contractor shall maintain records demonstrating that its personnel have completed training, as well as any associated assessments required by law, regulation, certifying organization, or PG&E, required to perform Work under this Contract. Contractor shall also maintain copies of certificates, licenses, and other materials demonstrating that its personnel are qualified to safely and correctly complete the Work. Training and qualification records must be provided to PG&E within 48 hours of request.

2.11 CORRECTIVE ACTION PLAN. Except as otherwise provided in this Contract, Contractor shall meet or achieve each milestone or deliverable for the Work by the applicable date. If PG&E reasonably believes that Contractor is not making substantial progress, or if Contractor fails to achieve a milestone or complete a deliverable by the applicable date, and such failure is not attributable to reasons entitling Contractor to a Contract Change Order, then Contractor shall provide for PG&E's approval a corrective action plan that will demonstrate achievement at the earliest possible date to minimize delay of the Work schedule. Such corrective action plan shall include, without limitation, reasonable evidence of increases in Contractor's work force, increases in the number of shifts, overtime operations, additional days of Work per week, and such other evidence (including schedule analysis) as necessary for the timely completion of the Work. Upon receipt of PG&E's written concurrence, Contractor shall diligently comply with such corrective action plan; provided, however, that PG&E's concurrence shall not affect any of PG&E's rights or Contractor's obligations under this Contract.

C. The following shall be added under Section 5.0 Confidentiality and Use of PG&E Property:

5.4 SECURITY: Contractor hereby represents, warrants, and covenants to PG&E that the Work, including any hardware, software, firmware, equipment and other deliverables, does not and will not contain or make available any Malicious Code. Without limiting any of PG&E's rights and remedies with respect thereto (all of which are expressly reserved), if Contractor detects or is made aware of Malicious Code in the Work, Contractor shall notify PG&E immediately and shall work toward reasonable cure measures, subject to terms and conditions to be mutually agreed upon based on the circumstances at such future time.

5.5 CYBER PROTECTION FOR PROGRAMMABLE DEVICES: The following requirements apply to any deliverables under this Contract containing software, firmware, microcode or other programmable features. These requirements apply on a continuing basis for the longer of five years and the expected service life of the deliverables as disclosed by Contractor in its product descriptions (the "Service Life").

5.5.1 MALICIOUS CODE: Contractor hereby represents, warrants, and covenants to PG&E that upon delivery to PG&E the deliverables will not contain or make available any Malicious Code. Without limiting any of PG&E's rights and remedies with respect thereto (all of which are expressly reserved), if Contractor detects or is made aware of Malicious Code in the deliverables during the Service Life, Contractor shall immediately notify PG&E and shall work toward reasonable cure measures, subject to terms and conditions to be mutually agreed upon based on the circumstances at such future time.

5.5.2 CYBERSECURITY SPECIFICATIONS: Contractor hereby represents, warrants, and covenants that the deliverables comply with the cybersecurity features and functions, if any, described in the associated specifications.

5.5.3 SECURITY VULNERABILITIES AND TESTS: Contractor acknowledges that the deliverables may be subject to security testing by PG&E or its security testing consultants before the deliverables are accepted by PG&E as well as subsequently, at any time during their Service Life. If the deliverables are integrated with products supplied by third parties, the third-party suppliers may also be involved in PG&E, such cooperation shall include the following: (i) providing source code and other program documentation (which PG&E shall use solely for testing purposes), and (ii) providing a representative with suitable technical expertise to participate in the tests. The conduct and results of the tests, including any security vulnerabilities that are identified in the course of the tests, shall be PG&E Confidential Information. Any security vulnerabilities that are identified in such tests shall be resolved in accordance with the following Section, concerning Security Updates and Support.

5.5.4 SECURITY UPDATES AND SUPPORT: Contractor shall maintain a technical support line with access to PG&E so that any security-related issues can be addressed promptly. Contractor shall notify PG&E without delay if Contractor detects or is made aware of any Malicious Code or security vulnerability in the deliverables during their Service Life. If Malicious Code or security vulnerability is identified during the Service Life, Contractor shall provide an update or revision to the deliverables to remove the Malicious Code and/or cure the vulnerability (a "Security Patch") as soon as possible and at

no charge to PG&E. Contractor shall assist PG&E to implement the Security Patch if requested by PG&E and shall reimburse PG&E for the cost of implementing the Security Patch.

D. The following shall be added to Section 8.0 Force Majeure, Cancellation and Termination of the Contract.

8.6 LIMITATIONS: In no event shall PG&E be liable for lost or anticipated profits or overhead on uncompleted portions of the Work. Contractor shall not enter into any agreements, commitments, or Subcontracts which would incur significant cancellation or termination costs without prior written approval of PG&E. Such written approval is a condition precedent to the payment of cancellation or termination charges by PG&E.

8.6.1 Before PG&E will release final payment, Contractor shall deliver to PG&E any and all reports, drawings, documents and deliverables prepared for PG&E before the effective date of cancellation or termination.

E. The following sections shall be added to Section 9.0 Requirements and Policies:

9.13 EXPORT CONTROLS. Contractor shall provide PG&E with information and assistance as may reasonably be required in connection with compliance with applicable import and export laws, including but not limited to, Manufacturer's Affidavits, Harmonized Tariff Schedules, Export Control Classification Numbers, and qualification information (e.g. origin) relevant to United States and foreign regulatory approvals for deliverables, products, and other materials furnished hereunder. Contractor shall make such information available to PG&E within five (5) business days following receipt of PG&E's written request.

II. GENERAL CONDITIONS PROVISIONS THAT WERE MODIFIED:

A. Sections 7.5 – 7.5.6 Additional Insurance Requirements under Section 7.0 Insurance shall be deleted in their entirety and replaced with:

7.5 CYBER SECURITY AND PRIVACY LIABILITY INSURANCE: Contractor shall obtain and maintain cyber risks insurance providing coverage for at least the following perils and losses: (a) unauthorized use of or access to a computer system containing or giving access to PG&E confidential information; (b) defense of any regulatory action involving a breach of privacy in connection with PG&E confidential information; (c) failure to protect PG&E confidential information from disclosure; and (d) costs of notifying affected individuals and providing credit monitoring for up to one year, whether or not required by applicable law.

7.5.1 The policy(s) shall have limits of liability of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate. If any deductible is applicable, such deductible shall not exceed \$100,000, unless such increased deductible or retention is approved in advance by PG&E in writing.

7.5.2 PG&E, its affiliates, subsidiaries and parent company, and PG&E's directors, officers, agents and employees shall be named as additional insureds under this policy. If the policy includes a

“blanket endorsement by contract,” the following language added to the certificate of insurance will satisfy PG&E’s additional insured requirement: “PG&E, its affiliates, subsidiaries, and parent company, and PG&E’s directors, officers, agents and employees with respect to liability arising out of the work performed by or for the Contractor are additional insureds under a blanket endorsement.”

B. The following section shall be added to Section 7.0 Insurance:

7.6 INSURANCE DOCUMENTATION REQUIREMENTS. Contractor shall have all insurance in place before beginning any Work. Upon request, Contractor shall furnish PG&E with certificates of insurance and endorsements of all required insurance.

7.6.1 Certificates of insurance and endorsements shall be signed and submitted by a person authorized by that insurer to issue certificates of insurance and endorsements on its behalf.

7.6.2 The insurer shall deliver notification to PG&E in accordance with the policy provisions if any of the above-described policies are cancelled before the stated expiration date.

7.6.3. PG&E may inspect the original policies or require complete certified copies at any time.

7.6.4 The minimum liability insurance requirements established in this Contract are not a representation by PG&E that the insurance limits are sufficient, nor do these requirements in any way limit Contractor’s liability under this Contract.

7.6.5 Upon request, Contractor shall furnish PG&E the same evidence of insurance for its Subcontractors as PG&E requires of Contractor.

C. The following Sections 8.2 – 8.2.4 Cancellation For Cause under Section 8.0 Force Majeure, Cancellation and Termination of Contract shall be deleted in their entirety and replaced with:

8.2 CANCELLATION FOR CAUSE.

8.2.1 PG&E may, at its option, cancel or suspend, in whole or in part, this Contract or any one or more CWAs for cause, including but not limited to, the following situations:
(a) the failure, refusal or inability of Contractor to perform the Work in accordance with this Contract for any reason (except as specified in the section titled “Force Majeure”) following notice and an opportunity to cure and Contractor has failed to do so; provided, however, that safety or security violations may result in immediate cancellation; (b) Contractor has become insolvent, has failed to pay its bills, or has had checks for payment of its bills returned from suppliers and Subcontractors due to insufficient funds; (c) a legal action is placed against Contractor which, in PG&E’s opinion, may interfere with the performance of the Work; or (d) in PG&E’s opinion, the Work will not be completed in the specified time PG&E has requested Contractor take action to accomplish the required progress and completion, and Contractor has failed to do so. PG&E will be the sole judge whether Contractor is substantially performing Work in accordance with this Contract.

8.2.2 If the Contract is cancelled for cause: (i) PG&E shall pay Contractor for services satisfactorily performed prior to the date of cancellation which are of benefit to PG&E, and (ii) Contractor shall be liable for additional costs to PG&E arising from cancellation. Contractor shall vacate PG&E’s worksite but shall not remove material, plant, or equipment without the approval of PG&E. In addition to other remedies, PG&E may, at its option and without

prejudice to its other rights, take over and complete all or part of the Work using Contractor's equipment and facilities at the PG&E worksite.

8.2.3 If a labor dispute or strike by Contractor's or its Subcontractors' employees threatens the progress or cost of Work, or PG&E's labor relations, or disrupts PG&E's operations, or results in a secondary boycott at PG&E's facilities, PG&E reserves the right to suspend or discontinue the Work of the Contractor or any Subcontractor, or cancel the Contract for cause. This paragraph shall be applicable regardless of whether or not Contractor or any Subcontractor is directly involved in a labor dispute.

D. Sections 9.1 – 9.1.4 PG&E's Supplier Diversity Policies under Section 9.0 Requirements and Policies shall be deleted in their entirety and replaced with:

9.1 PG&E's SUPPLY CHAIN RESPONSIBILITY. It is PG&E's policy that small and diverse businesses shall have the maximum practicable opportunity to participate in providing the goods and services purchased by PG&E. Small and diverse businesses include Small Business Enterprises ("SBEs"); Women, Minority, and Disabled Veteran Business Enterprises ("WMDVBES"); and Lesbian, Gay, Bisexual, and Transgender Business Enterprises ("LGBTBES").

9.1.1 With respect to Work under this Contract, Contractor agrees to comply, and to require all Subcontractors and sub-Subcontractors to comply, with PG&E's Supply Chain Responsibility Policy, in **Exhibit 2**, attached and incorporated herein. Contractor shall provide a copy of **Exhibit 2** to each prospective Subcontractor.

9.1.2 Contractor shall act in accordance with its completed Prime Supplier Subcontracting Plan, **Exhibit 1-A**, attached hereto and incorporated herein, in the performance of the Work and in the award of all Subcontracts.

9.1.3 In addition, if the Contract exceeds \$500,000 (\$1 million for construction contracts), Contractor shall comply with **Exhibit 2A**, Policy Regarding Utilization of Small Business Concerns and Small Disadvantaged Business Concerns attached hereto and incorporated herein, and the Prime Supplier Subcontracting Plan for these Contracts must include provisions for implementing the requirements of **Exhibit 2A**.

E. The following Sections: 9.2.1 Equal Employment Opportunity and Affirmative Action Regulations Policy, and 9.2.2 Executive Order 13496 – Employee Rights Under the National Labor relations Act under Section 9.2 Federal Policy, Section 9.3 Contractor Safety Program, Section 9.4 Supplier Code of Conduct, Section 9.10 Work on PG&E or PG&E's Customer Property, 9.11 Nerc Requirements and Section 9.12 Documentation and Production Requirements shall be deleted in their entirety and replaced with:

9.2 FEDERAL REQUIREMENTS

9.2.1 EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION REGULATIONS POLICY: During the performance of this Contract and to the extent they may be applicable, Contractor agrees to comply with all laws, orders, and regulations included by summary or reference in the following paragraphs:

9.2.2 Executive Order 11246, 41 CFR Part 60-1.4: Equal Opportunity Clause.

9.2.3 Executive Order 11246, 41 CFR Part 60-1.8: Nonsegregated Facilities.

9.2.4 Vietnam Era Veterans' Readjustment Assistance Act of 1974, 41 CFR Part 60-300.5.a: Equal Opportunity Clause. Contractor and its Subcontractor(s) shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires

affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

9.2.5 Section 503 of the Rehabilitation Act of 1973, 41 CFR Part 60-741.5.a: Equal Opportunity Clause. Contractor and its Subcontractor(s) shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

9.2.6 Executive Order 13496 – EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT. To the extent applicable, the employee notice requirements set forth in 29 C.F.R. Part 471, Appendix A to Subpart A are hereby incorporated by reference into this Contract.

9.3 CONTRACTOR SAFETY PROGRAM: Contractor represents and warrants that it will perform all applicable Work, and cause all Subcontractors to perform all applicable Work, in compliance with PG&E's Contractor Safety Program Standard Contract Requirements, as may be modified from time to time. The Contractor Safety Program Standard Contract Requirements can be located and downloaded at: www.pge.com/contractorsafety and are hereby incorporated by reference into this Contract. Contractor's failure to comply with the Contractor Safety Program Standard Contract Requirements shall be immediate grounds for termination for cause under this Contract. Notwithstanding the above, Contractor is the "controlling employer" as defined under CalOSHA and will remain responsible for all fines and liability arising from violation of the Contractor Safety Program Standard Contract Requirements and applicable law.

9.10 WORK ON PG&E OR PG&E CUSTOMER ASSETS OR PREMISES: The following provisions shall apply to the extent that the Work under the Contract requires any Contractor or Subcontractor personnel (collectively, "Personnel") to have access to PG&E assets, premises, customer property, or logical access to PG&E data or systems (collectively, "Access").

9.10.1 CRIMINAL BACKGROUND CHECKS. a) Contractor warrants and represents that it will not assign any Personnel to work requiring Access unless Contractor has performed a criminal background check on each such individual (either at the time of hiring or during the course of employment). Prior to assigning work requiring Access to any Personnel with one or more criminal convictions during the last seven years, Contractor must consider the gravity of the individual's offense, the time since the conviction, the successful completion of parole/probation, the individual's age at the time of conviction, the number of convictions, and the stability of the individual, including favorable work history. Contractor shall also consider the relation of the offense to the nature of the work to be performed.

b) Notwithstanding the foregoing, in no event shall Contractor grant Access to an individual with one or more convictions for a Serious Offense(s), which is defined as violent and sex offenses, crimes against children, domestic violence, fraud, theft (including but not limited to identity theft), embezzlement, all felonies during the last seven years, and/or two or more DUI's in the past three years.

c) Contractor shall maintain documentation related to its criminal background check investigation for all Personnel requiring Access and make it available to PG&E for audit if requested pursuant to the audit provisions of this Contract.

d) Contractor also agrees to notify PG&E if any of its Personnel requiring Access are charged with or convicted of a Serious Offense during the course of a PG&E assignment.

9.11 NERC REQUIREMENTS: Pursuant to a NERC directive, PG&E has implemented policies and procedures for the protection of facilities, systems, assets and information that are critical to the

operation or support of the Bulk Electric System (“BES”). PG&E identifies these facilities, systems, assets and information in accordance with its internal utility procedures. If this Contract relates to BES Cyber Systems or Bulk Electric System Cyber System Information (as designated by PG&E), then Contractor shall comply with the requirements of Exhibit 7, NERC Requirements and Exhibit 7A, PG&E NERC CIP Program Non-Employee Attestation Form, each attached hereto and incorporated herein. To the extent applicable, Contractor represents and warrants that it has consulted with PG&E to determine whether Exhibit 7 is applicable to the Work under this Contract.

III. The following Exhibits shall be deleted in their entirety and replaced as follows:

- A. EXHIBIT 1 PG&E Supplier Diversity Policy – replace with Exhibit 1 Prime Supplier Subcontracting Plan Instructions (March 2017).**
- B. EXHIBIT 1A Prime Supplier Subcontracting Plan- replace with Prime Supplier Subcontracting Plan (March 2017).**
- C. EXHIBIT 2 PG&E’s Supply Chain Responsibility Policy- replace with Exhibit 2 PG&E’s Supply Chain Responsibility Policy (August 2017).**
- D. EXHIBIT 2A Policy Regarding Utilization of Small Business Concerns and Small Disadvantaged Business - replace with Exhibit 2A Policy Regarding Utilization Small Business Concerns and Small Disadvantaged Business Concerns (September 2016).**
- E. EXHIBIT 7 NERC Requirements - replace with Exhibit 7 NERC Requirements (August 2017).**
- F. EXHIBIT 7A PG&E NERC CIP Non-Employee Attestation Form - replace with Exhibit 7A PG&E NERC CIP Program Non-Employee Attestation Form (August 2017).**

EXHIBIT 1

PRIME SUPPLIER SUBCONTRACTING PLAN INSTRUCTIONS

Contractor shall provide a signed Prime Supplier Subcontracting Plan (Exhibit 1A) describing Contractor's planned utilization of Subcontractors and Suppliers. The first line on the form is completed as a sample. Line by Line instructions follow. Respond "N/A" for anything that is not applicable.

- (1) Provide the complete name of the Subcontractor or Supplier. Do not abbreviate - please spell out any acronyms.
- (2) Provide the California Contractor's License Number of each Subcontractor or Supplier (if applicable).
- (2a) Provide the Expiration Date of the Subcontractor or Supplier's California Contractor's License.
- (3) Indicate whether Subcontractor or Supplier is signatory to a labor union by responding "Yes" or "No."
- (4) Provide CPUC Clearinghouse Verification Order Number (VON) of Subcontractor's or Supplier as listed in the CPUC Clearinghouse Database (if applicable). To locate the VON, diversity status, or to find potential subcontractors, access the following site:
 - CPUC Clearinghouse Database: <https://sch.thesupplierclearinghouse.com/frontend/searchcertifieddirectory.asp>
- (5) Provide Small Business number of Subcontractor or Supplier (if applicable). To determine status or to find potential subcontractors, access the following sites:
 - California Department of General Services (DGS): <http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>
 - U.S. Small Business Administration (SBA): <https://www.sba.gov/contracting/getting-started-contractor/qualifying-small-business>
- (6) Provide the Small Business Code of Subcontractor or Supplier (if applicable). See Small Business Code List in Exhibit 1A.
- (7) Provide a description of the work to be performed or major materials to be supplied by the Subcontractor or Supplier.
- (7a) Indicate whether the work to be performed by each Subcontractor or Supplier includes excavation by responding "Yes" or "No." Refer to [Section 4216 of the California Government Code](#) for the definition of "excavation."
- (8) Indicate the Gold Shovel Status for each Subcontractor or Supplier by responding as appropriate:
 - "N/A" for Subcontractor or Supplier who will not perform excavation work.
 - "Active" for Subcontractor or Supplier with an active Gold Shovel Certification.
 - "Inactive" for Subcontractor or Supplier that does not have current Gold Shovel Certification. Attach an explanation to Exhibit 1A indicating when Contractor anticipates Subcontractor or Supplier will obtain Gold Shovel Certification.

To determine status or to find potential subcontractors, access the following site: <http://www.goldshovelstandard.com>
- (9) Indicate whether each Subcontractor or Supplier will be performing low, medium, or high risk work by responding "Low", "Med", or "High". Refer to PG&E's Contractor Safety Program Contract Requirements at <http://www.pge.com/contractorsafety> for risk definitions.
- (10) Provide ISNworld (ISN) Identification Number of each Subcontractor or Supplier performing medium to high risk work.
 - Respond "N/A" for any Subcontractor or Supplier performing low risk work.
 - Respond "None" if Subcontractor or Supplier has not completed ISN prequalification. Attach an explanation to Exhibit 1A explaining when Contractor anticipates Subcontractor or Supplier prequalification will be complete.
- (10a) Indicate whether Subcontractor or Supplier performing medium to high risk work is Prequalified in ISN by responding "Yes" or "No." Respond "N/A" for each Subcontractor or Supplier performing low risk work.
 - To determine prequalification status or to find potential subcontractors, access the following site: https://www.pge.com/en_US/for-our-business-partners/purchasing-program/suppliers/suppliers.page
- (11) Provide the estimated amount to be paid to each Subcontractor or Supplier.
- (12) Provide the total estimated amount to be paid to all Subcontractors and Suppliers.
- (13) Provide the total estimated amount to be paid to the Prime Contractor or Supplier for work to be self-performed.
- (14) Provide the total bid value in U.S. Dollars for all work to be performed.
- (15) Provide the total estimated amount to be paid to all CPUC Clearinghouse Subcontractors and Suppliers with a VON.
- (16) Provide the total estimated amount to be paid to all Small Business Subcontractors and Suppliers.



Prime Supplier Subcontracting Plan

EXHIBIT 1A

The information provided on this form may form the basis of a Statement of Record, against which PG&E may conduct an audit or review to ensure compliance.

Prime Contractor/Supplier:				Name of Preparer:					
Employer Identification # (EIN):				Telephone: () -					
PG&E Contract Number (if any):				E-Mail:					
PG&E Project/Product:				Is Prime Contractor/Supplier CPUC Clearinghouse Certified?		Yes	No	VON:	
Contract Duration (Year):		From:	To:	Is Prime Contractor/Supplier a Registered Small Business?		Yes	No	Small Business #:	

(1) Name of Subcontractor or Supplier	(2) / (2a) Contractor's License # / Expiration Date		(3) Union Signatory?	(4) CPUC VON ¹	(5) Small Business # ¹	(6) Small Business Code	(7) / (7a) Description of Work to be Performed or Major Materials to be Supplied / Excavation Required?		(8) Gold Shovel Status	(9) Risk Level	(10) / (10a) ISN ID# / Prequalified?		(11) Estimated Amount to be Paid
Small Diverse Subcontractor, Inc.	123456	12/31/17	Yes	99999999	1234567	SBE-DGS	Demolition	Yes	Active	High	400-111111	Yes	\$Example
													\$
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<u>Small Business Code List</u> SBE-DGS A small business certified by the California Department of General Services (DGS) SBE-SBA A small business certified by the U.S. Small Business Administration (SBA) SBE-OTH A small business certified by another agency that issues a Small Business number	(12) Total All Subcontractors and Suppliers	\$	
	(13) Total Self-Performed by Prime Contractor / Supplier:	\$	
	(14) Total Bid Value:	\$	
	<hr style="border-top: 1px dashed black;"/>		
Signature: _____	Date: _____	(15) Total CPUC Clearinghouse Certified:	\$
I hereby certify that the information listed is true to the best of my knowledge		(16) Total Small Business Certified:	\$

¹ Subcontractors and Suppliers may have both a CPUC Clearinghouse and a Small Business Certification. Please list both numbers. If a company has more than one Small Business Certification, list the numbers in the following order: (1) DGS, (2) SBA, and (3) any other small business registry where a number is issued.

EXHIBIT 2

PG&E'S SUPPLY CHAIN RESPONSIBILITY POLICY

PG&E is committed to supply chain responsibility, including supplier diversity, sustainability, and ethical supply chain practices.

- PG&E's Supplier Diversity Program, launched in 1981, aims to provide diverse suppliers with economic opportunities to supply products and services to PG&E.
- The Supplier Sustainability Program, launched in 2007, encourages supplier responsibility, excellence and innovation.
- Promoting an ethical supply chain means that ethical supplier performance, including a supplier's efforts in each of the following areas, is an important consideration in supplier selection: health and safety, labor issues, human rights, ethical business conduct, and conflicts of interest.

SUPPLIER AND ITS SUBCONTRACTORS OF ALL TIERS MUST COMPLY WITH PG&E'S SUPPLY CHAIN RESPONSIBILITY POLICY IN THE AWARD OF ALL SUBCONTRACTS RELATED TO THIS CONTRACT. This Policy requires that small and diverse businesses shall have the maximum practicable opportunity to participate in the performance of work, including Small Business Enterprises ("**SBEs**"); Women, Minority, and Disabled Veteran Business Enterprises ("**WMDVBEs**"); and Lesbian, Gay, Bisexual, and Transgender Business Enterprises ("**LGBTBEs**")

In order to be considered for this Contract, the Supplier must comply with the following requirements:

1. Supplier shall provide a copy of this Exhibit 2 to each prospective Subcontractor.
2. Supplier shall provide a separate signed Prime Supplier Subcontracting Plan (Exhibit 1A). Supplier shall also describe its Supply Chain Responsibility efforts and planned outreach to small, diverse businesses.
3. Qualifying Subcontractors must be certified as follows:
 - a. Small Business Enterprises must be registered as a small business with a state or federal agency (e.g. California Department of General Services or Small Business Administration);
 - b. Women-, minority-, and lesbian, gay, bisexual and transgender-owned businesses must be certified by the California Public Utilities Commission's Supplier Clearinghouse; and
 - c. Service disabled veteran-owned businesses must be certified by the California Department of General Services.
4. No later than the 10th of each month, Supplier shall submit its Subcontracting spend with small and diverse Subcontractors using PG&E's electronic reporting system located at the following address: <https://cvmas10.cvm solutions.com/pge/default.asp>. To establish a User ID for use in the reporting system, Supplier shall submit a request via email to the following e-mail address: PVB1@pge.com.
5. For contracts for Work under this Contract and exceeding \$500,000 (or \$1 million for construction), Suppliers must comply with the Policy Regarding Utilization of Small Business Concerns and Small Disadvantaged Business Concerns, as described in Exhibit 2A. The Prime Supplier Subcontracting Plan for these contracts must include provisions for implementing the terms of this Exhibit 2.

EXHIBIT 2A
POLICY REGARDING UTILIZATION OF SMALL BUSINESS CONCERNS AND
SMALL DISADVANTAGED BUSINESS CONCERNS

The following policy of the United States shall be adhered to in the performance of this Contract:

- a) It is the policy of the United States that small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals shall have the maximum practicable opportunity to participate in performing contracts let by any Federal Agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals.
- b) Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of Contractor's compliance with this clause.
- c) As used in this Contract, the term "small business concern" shall mean a small business as defined in Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto. The term "small business concern owned and controlled by socially and economically disadvantaged individuals" shall mean a small business concern (1) which is at least 51 percent unconditionally owned by one or more socially and economically disadvantaged individuals; or, in the case of any publicly owned business, at least 51 percent of the stock of which is unconditionally owned by one or more socially and economically disadvantaged individuals; and (2) whose management and daily business operations are controlled by one or more of such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one of these entities which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirement of 13 CFR Part 124. Contractor shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian Americans, and other minorities, or any other individual found to be disadvantaged by the Administration pursuant to Section 8(a) of the Small Business Act. Contractor shall presume that socially and economically disadvantaged entities also include Indian Tribes and Native Hawaiian Organizations.
- d) Contractor acting in good faith may rely on written representations by its subcontractors regarding their status as either a small business concern or a small business concern owned and controlled by socially and economically disadvantaged individuals.¹

¹ Notwithstanding this provision of the federal statute, all WMDVBE subcontractors must be verified pursuant to the procedures prescribed in Section 2 of CPUC General Order 156, as such procedures may be amended periodically.

Exhibit 7
NERC REQUIREMENTS

I. Applicability to Bulk Electric System Cyber Systems and Information

Pursuant to a directive from the North American Electric Reliability Corporation (“**NERC**”), PG&E has implemented policies and procedures for the protection of facilities, systems, assets and information that are critical to the operation or support of the Bulk Electric System (“**BES**”). PG&E identifies these facilities, systems, assets and information in accordance with its internal utility procedures.

If this Contract relates to BES Cyber Systems or BCSI (as designated by PG&E), then Contractor must comply with the additional requirements described in this Exhibit 7. Contractor represents and warrants that it has consulted with PG&E to determine whether Exhibit 7 is applicable.

II. Definitions

The following terms are defined for use in this Exhibit:

“**Access**” means:

- 1) Unescorted access by any person to facilities, systems and functions that PG&E deems critical to the support of the Bulk Electric System (“**Critical Facilities and/or Critical Systems**”), including persons working within PG&E Critical Facilities and/or Critical Systems; and
- 2) Physical or electronic access by any person to BCSI, or administrative control over BCSI or systems containing BCSI. For the avoidance of doubt, disclosing BCSI to a person by any means constitutes Access to such information by that person.

“**BCSI**” means Bulk Electric System Cyber System Information in any form (whether printed or electronic) including data, files, and file attributes. BCSI is information about a BES Cyber System that could be used to gain unauthorized access or pose a security threat to the BES Cyber System, as determined by PG&E. BCSI is typically classified by PG&E as “NERC CIP Confidential – BCSI” or “Restricted – BCSI,” but not all BCSI data will be designated as such in all formats.

“**BES**” means Bulk Electric System.

“**PRA**” means Personal Risk Assessment.

“**NERC**” means North American Electric Reliability Corporation.

“**WECC**” means Western Electricity Coordinating Council.

III. NERC CIP Security Obligations

- A. Contractor shall comply with all cyber security policies, plans and procedures relating to the BES Cyber Systems and/or BCSI as directed by PG&E. As directed by PG&E, Contractor shall provide documentation and evidence demonstrating such compliance. This may include the conduct of periodic tests and audits as specified by PG&E from time to time. Contractor acknowledges that Contractor’s failure to comply and demonstrate compliance may subject Contractor and/or PG&E to fines and other sanctions.
- B. Before being granted Access, Contractor must satisfactorily complete PG&E’s Vendor Security Review process. If Work is to be performed at Contractor locations, those locations must be approved by PG&E following completion of the Vendor Security Review Process. PG&E’s approval does not limit its rights to conduct periodic audits and reviews as provided in the Contract.
- C. Contractor shall ensure that (i) any BCSI that is obtained by Contractor is stored and Accessed only within the United States, (ii) BCSI is not copied, exported, transferred or otherwise transmitted outside the United States, and (iii) no third party (including without limitation any

individual, corporation, government or governmental agency), system or environment located outside the United States obtains Access to BCSI through Contractor. Without limiting any other term of this Contract, a third party, system, or environment will be deemed to have Access to BCSI if Contractor shares BCSI with such third party, system, or environment in any manner, or if such third party uses access tokens, cards, credentials, or other means of authentication furnished to Contractor by PG&E to obtain, view, download, or copy BCSI.

- D.** Contractor shall ensure that any personnel requiring Access successfully complete background checks (“**Personnel Risk Assessments**” or “**PRAs**”) and PG&E-mandated security training before they obtain Access, in accordance with the following requirements:
- 1) Contractor shall perform a background screening for each individual that includes each of the following criteria: (i) Social Security Number verification; (ii) City, County, State and Federal Criminal Check for felonies and misdemeanors over the past seven years (in up to three counties where the individual has lived in the past seven years); (iii) “Global Watch” (check of 19 Federal and International Terrorist Watch lists); and (iv) validation of current residence and confirmation of continuous residence at this site for a minimum of the most recent 6 months (confirmed by period of residence, employment, or education at a specific site) and validation of other locations where, during the seven years immediately prior to the date of the criminal check specified in 4a(ii) above, the individual has resided for six consecutive months or more.
 - 2) After performing an acceptable background check, the Contractor shall provide PG&E’s Human Resources Department with a Personnel Risk Assessment Attestation Form in the form attached hereto as **Exhibit 7A** for the individual prior to the individual being granted Access. PG&E may request that Contractor provide a copy of the complete Personnel Risk Assessment results at the time the PRA Form is submitted.
 - 3) Contractor shall require that each individual complete an initial training and annual PG&E web-based training session on safety, information security, compliance with PG&E codes and procedures, including but not limited to CORP-0804 Cyber and Physical Security Awareness training (or alternative training as designated by PG&E). Contractor shall direct that each individual complete the PG&E training program by CD or by hard copy format, if Contractor informs PG&E that web based training is not feasible.
 - 4) After Contractor certifies to PG&E completion of the requirements set forth in paragraphs a. through c. above, PG&E will issue appropriate Access credentials. PG&E will deny Access to any individual for whom Contractor has not certified completion of the requirements set forth in paragraphs D(1) through (3) above.
 - 5) Every seven years, Contractor shall perform background screening as described herein for each individual on continuing assignment who has Access.
 - 6) Contractor shall retain documentation supporting the Personnel Risk Assessment Attestation Form for each individual with Access for a minimum of seven years.
 - 7) PG&E may audit Contractor’s background screening methodology and substantiate the accuracy of Personnel Risk Assessment Attestation Forms for each individual. Contractor shall respond to any auditing requests and activities, including but not limited to data requests, within one business day. PG&E and/or WECC will set the frequency of auditing the Contractor’s PRA process and supporting records.
- E.** In addition to its other indemnity obligations hereunder, Contractor shall indemnify and hold harmless PG&E for any fines, penalties or other sanctions assessed against PG&E (including but not limited to fines, penalties or sanctions assessed against PG&E by the WECC, NERC, or the Federal Energy Regulatory Commission (FERC) for a violation of any NERC reliability standard) caused by Contractor’s failure to perform its obligations under this Contract.

EXHIBIT 7A
PG&E NERC CIP PROGRAM
NON-EMPLOYEE ATTESTATION FORM
COMPLETION OF PERSONNEL RISK ASSESSMENT (PRA) PROCESS

Please initial next to each line item below to verify that the following Non-Employee has received satisfactory results for each of the required background checks.

Non-Employee Name: _____

Contractor Name: _____

Requisition and/or PO Number: _____

Date NERC Background Check Completed: _____

Background Investigation – Completed and Passed the Following (Includes International Components When Applicable). Initial next to each:

- _____ Criminal Felony / Misdemeanor Search: Past 7 years, all names, all counties off the social trace (include past 7 years residency check)
- _____ Federal Criminal Search: Past 7 years, all names off the social trace
- _____ Prohibited Parties
- _____ SSN Trace
- _____ SSN Validation
- _____ Statewide Criminal Search

By completing and signing this form, Contractor confirms that the background investigation has been executed and satisfactory results received according to PG&E NERC CIP Program specifications for the above stated Non-Employee. All supporting documents must be kept on file with Contractor for a minimum of 7 years following the end of the Contractor's last non-employee's assignment at PG&E. Random audits of supporting documents may be conducted by PG&E or its designee, consistent with its right under the PG&E/Contractor contract, to ensure compliance with the requirements designated in the certification and contract.

I hereby certify that I am authorized to sign on behalf of the aforementioned Contractor:

Contractor Representative Signature: _____

Contractor Representative Name (print): _____

Date Signed: _____

If you have any questions and need additional details regarding this process, please contact the PG&E Human Resources Department at nercaccess@pge.com.

Contract Work Authorization (CWA)

This Contract Work Authorization ("CWA") No. [insert CWA no. here] Issued under and pursuant to the Blanket Agreement or Master Service Agreement No. [insert MSA no here] dated 01/01/2019 (the "MSA") between the below-named Contractor ("**Contractor**"), and **Pacific Gas and Electric Company ("PG&E")**, a California corporation with its headquarters located at 77 Beale Street, San Francisco, California 94105. Contractor shall perform all Work under this CWA pursuant to and In accordance with the terms and conditions of the MSA.

Contractor's County of Sonoma
Legal Name:

This CWA consists of 15 pages and all Attachments and Exhibits Indicated herein.

Contractor's Address:

2300 County Center Drive, #A105
Santa Rosa, CA 95403

Project Name: Sonoma County Energy Watch
Program Job Location: Sonoma County

WORK: Contractor shall, at its own risk and expense, perform the Work described in this Contract Work Authorization and furnish all labor, equipment, and materials necessary to complete the Work as summarized below, and shall be compensated by PG&E for work performed under this CWA.

ATTACHMENTS: Each of the following documents is attached to this CWA and is incorporated herein by this reference: Scope of Work; Attachments 1-4

CWA TERM: This CWA is effective upon signature by both parties and expires on 12/31/2019. Time is of the essence. Contractor shall commence performance hereof when directed to do so by PG&E and Work shall be completed by the completion date of 12/31/2019.

CONSIDERATION: As full consideration for satisfactory performance of the Work under this CWA by Contractor, PG&E's total obligation to Contractor shall not exceed the following amount. This amount is inclusive of all taxes incurred in the performance of the Work. Any change to this amount shall only be authorized in writing by a PG&E CWA Change Order, fully executed by both PG&E and Contractor.

TOTAL: \$ 223,650

THE PARTIES, BY SIGNATURE OF THEIR AUTHORIZED REPRESENTATIVES, HEREBY AGREE TO THE TERMS OF THIS CONTRACT WORK AUTHORIZATION

PACIFIC GAS AND ELECTRIC COMPANY		CONTRACTOR:	
Signature		Signature	
Name		Name	
Title		Title	
Date		Date	

Contract Work Authorization
 CWA No. xxxxxxxxxxxx

ADMINISTRATION	
PG&E Negotiator	Contractor Represent
Phone	Phone
Email	Email
Accounting Reference	
PG&E Work Supervisor:	Eva Chu Phone: (415) 973-2520
INVOICE INSTRUCTIONS: Contractor shall send Invoices for each payment when due, showing the CWA number, to: PACIFIC GAS AND ELECTRIC COMPANY	Send ORIGINAL Invoice to: PG&E Accounts Payable PO Box 7760 San Francisco, CA 94120-7760
	Send COPY of Invoice to: Kate Schulenberg, 3136 Boeing Way, Stockton, CA k2s0@pge.com
	For information regarding Invoice status, call PG&E's Paid Help Line at (800) 756-PAID (7243) or go to AP Web Reporting site at www.pge.com/actpay .

INTERNAL PG&E USE ONLY	
Distribution Date	
Distributions of Copies:	Document Services (Signed Original Copy) Contractor (Signed Original Copy)
	245 MARKET ST., SAN FRANCISCO
	Work Supervisor Manager
	Invoice Approver Supervisor
	V.P. Sourcing/ Purchasing
	Director Law

LOCAL GOVERNMENT PARTNERSHIP SCOPE OF WORK

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ATTACHMENTS TO PG&E's CWA SCOPE OF WORK:

- ATTACHMENT 1. Allowable Measures, Geographic Areas, and Program Customers
- ATTACHMENT 2. Itemization of CPUC Budget Allocation
- ATTACHMENT 3. Key Performance Indicators (KPI) Reporting Data
- ATTACHMENT 4. Program Management Plan Requirements

1. INTRODUCTION

1.1 County of Sonoma offers and conducts Sonoma Energy Watch Partnership Programs (individually and collectively, “Program”), offering comprehensive energy efficiency services to municipal, small and medium business (SMB), and residential customers. These services may include energy efficiency audits, retrofits, retro-commissioning, rebates, education and training and the development of long-term energy reduction strategies for cities and counties. Other activities may include the support of the California Long-Term Energy Efficiency Strategic Plan, community outreach and integrated marketing efforts and workforce development programs.

2. PROGRAM REQUIREMENTS

2.1 Program Begin and End Dates.

2.1.1 Contractor shall begin Program activities on **January 1, 2019** and Program activities shall end on December 31, 2019.

2.1.2 End Date for Administrative Activities. Administrative activities must be complete and submitted to PG&E with a final invoice and Final Completion Program Report, defined below by **January 30, 2020**. If this CWA is terminated prior to then, these items must be submitted to PG&E forty (40) days after the termination date.

3. TASK 1 – DEVELOP PROGRAM MANAGEMENT PLAN

3.1 Contractor shall develop a Program Management Plan (PMP) for Program activities in the Customer geographic areas served by the Contractor on Attachment 1. The PMP shall include the Program’s overview, activities, tasks to be performed, itemized costs and budget totals as more fully described on Attachment 4, The Program Management Plan Requirements.

3.2 The Contractor’s PMP must be reviewed and approved by PG&E’s PM no later than 15 days prior to launching any Program activities.

3.3.1 Task 1 - Schedule of Deliverable

Deliverable	Draft Due Date	Final Due Date
Program Management Plan	15 calendar days following CWA execution	Two weeks after receipt of PG&E PM comments

4. TASK 2 – PG&E AND CONTRACTOR PROGRAM ADMINISTRATION

- 4.1 Attend Program Meetings. Contractor shall attend Program meetings with the PG&E's PM and other PG&E staff, as requested, to discuss Program logistics, marketing coordination, evaluation, invoicing requirements, scope of work, and any contractual issues.
- 4.2 Program Training. Attend training, workshops, webinars and other training events as requested by PG&E to use PG&E's data reporting systems, update information on regulatory and environmental activities, codes and standards, energy efficiency and demand response products and other information pertinent to Program implementation.
- 4.3 When relevant, provide training for PG&E staff and Customer field representatives either via PG&E-established Webcasts or in person at PG&E facilities. Contractor shall develop and submit to PG&E PM for review and approval an agenda of the Program training events. Contractor shall conduct additional discussions and training on an as-needed basis.

5. TASK 3 - SOLICIT CUSTOMER PARTICIPATION IN THE PROGRAM

The following activities may take place as a part of the Program to enroll Customers in PG&E energy efficiency programs.

- 5.1 Contractor shall evaluate potential Customers to ensure energy efficiency opportunities are identified and the Customer has the eligibility and intent to meet the requirements to achieve long-term energy savings.
- 5.2 Contractor shall determine which Program services best serve the Customer and align with the Program goals. Contractor shall keep PG&E assigned representative(s) and Regional Direct Install Implementer engaged and informed regarding the status of Program activities. These shall include, but are not limited to:
 - 5.2.1 Initial Walkthrough / Facility Assessment. A facility walkthrough to discuss the facility operation and equipment to understand the systems to be evaluated for efficiency opportunities. Systems may include, but are not limited to, air conditioning, process cooling and refrigeration equipment, compressed air systems, ventilation and fan systems, pumping systems, lighting, and associated controls and control systems.
 - 5.2.2 Energy Assessments. A simple energy assessment to identifying potential cost-effective energy savings opportunities. Contractor, PG&E PM, and the Customer field representative shall coordinate to explain other applicable Program offerings and how to receive them with the Customer.

- 5.2.3 Customer Target List. Contractor, PG&E PM and Customer field representative shall coordinate to ensure a consistent and non-overlapping marketing approach by reviewing the initial Customer target list and identifying the best methodology to pursue each Customer segment.
- 5.3 Non-Exclusivity. Nothing in this CWA shall prohibit the Contractor from referring Customers to additional or other products or services from other entities or companies that may be available to the Customer for achieving their energy efficiency or other goals.

6. TASK 4 - REFER CUSTOMERS TO DIRECT INSTALL IMPLEMENTERS

- 6.1 Refer Customers. As appropriate, Contractor shall refer qualified Customers to authorized direct install implementers through PG&E’s Energy Insight software tool, if available.

7. TASK 5 - PROGRAM BUDGET AND REPORTING

7.1 Program Budget, CPUC Budget Allocations

7.1.1 Program Budget. The total of PG&E payments for all Work approved under the CWA authorizing this SOW shall be the Program budget. The Program budget is the maximum amount of funding allocated each year during the term of this Contract (Budget). Unspent funds from a prior year’s Budget will not rollover into the current or future year Budgets. PG&E will work with Contractor to review and set the Budget annually. The annual Budget will be based on several factors including, but not limited to, prior year Program performance and its Budget spend, the Program scope of work requirements for the following year, and other relevant issues that affect the Program implementation. The Budget will be updated annually and memorialized in the Contractor’s PMP. If Contractor depletes the Budget funding prior to the Term, Contractor must shut down the Program. The total Budget amounts are:

Time and Material Program Budget

Description	Order Number	\$\$ Amount
Administration	8124666	\$26,145
Marketing	8124668	\$28,350
Implementation	8124667	\$93,555
Strategic Energy Resources (SER)	8124669	\$75,600
Total		\$223,650

- 7.1.2 CPUC Budget Allocation. Contractor may be required to provide an annual Program cost allocation itemization in the CPUC-specified categories which includes Administration, Marketing and Direct Implementation Non-Incentive Costs and Direct Implementation Non-Incentive Costs: Strategic Energy Resources, as exemplified on Attachment 2. Contractor will notify PG&E if at any time during the year there is significant change that may impact this CPUC Budget Allocation.

8. TASK 6- PROGRAM REPORTS AND INVOICE REQUIREMENTS

- 8.1 Monthly Progress Report documenting Program accomplishments, savings and budget tracking, project installations performed in the preceding calendar month, Contractor will work with PG&E PM on the format and content of the Monthly Progress Report but may include the following:
- Program performance
 - Progression on Programs/Projects
 - Budget Analysis
- 8.2 Monthly Program Accruals. Contractor will provide PG&E with a monthly forecast of expenditures and accruals. These accruals determine the estimated monthly expenditure Contractor seeks to spend during the Program. PG&E relies upon Contractor's representations about these accruals in managing and justifying this CWA. The Contractor and PG&E PM will revisit the accruals monthly to ensure that any changes in program delivery are reflected. Material changes in the accruals may lead to terminating this CWA.
- 8.3 Monthly Invoice(s) totals are required to be broken down by CPUC budget allocation categories. The invoice shall show the monthly, year to date, and percentage of the total budget allocation as set forth in Attachment 2.
- 8.4 Project Pipeline Report. Contractor shall provide monthly Project Pipeline Reports if applicable.
- 8.5 Monthly Key Performance Indicators (KPI) Reporting. Data will be collected monthly and reviewed together with the PG&E PM on a quarterly basis. Final KPIs, including annual energy savings goals, will be documented in the PMP.
- 8.6 Ad Hoc Reports and Additional Data. PG&E may require Contractor to provide other reports or documentation ("Ad Hoc Reports") and any additional information that may be required by the CPUC.

- 8.7 CPUC Regulatory Reporting. Contractor shall comply with all CPUC regulatory reporting requirements. PG&E may request such data be provided in a format suitable for submittal to the CPUC.
- 8.8 Monthly Direct Costs/Activities (applicable to Time and Materials invoices). Contractor shall provide a list of individuals and total hours worked by each individual per month.
- 8.9 Contractor shall deliver a Final Program Report upon Program completion and shall include, but is not limited to, the following topics:
 - Program Overview
 - Summary of Program Accomplishments
 - Description of Best Practices or Program Improvement Recommendations
 - Description of Challenges or Other Issues
 - Other items as requested by the PG&E PM

Task 6 Invoicing and Reporting Schedule of Deliverables

Deliverable (Per Project)	Due Date
Monthly Progress Report	15th calendar day of the month
Monthly Invoice with breakdown of administration, marketing, direct implementation costs	15th calendar day of the month
Monthly Accrual Report	15th calendar day of the month
Pipeline Report	20th calendar day of the month
KPI Reporting Data	Monthly, as relevant for Program
Ad-Hoc Reports	As needed
CPUC Reports	As needed
Final Program Report	30 days after Program Completion

9. PROJECT COMPLETION AND PROGRAM PAYMENT TERMS

- 9.1 Time and Materials-Based (T&M) Payments (if applicable). Contractor shall bill PG&E for that portion of the Budget which PG&E has agreed to pay on a time-and-materials, not-to-exceed basis for each of the Tasks and Deliverables indicated as "T&M Payments" according to the labor rates contained in this MSA.
- 9.2 Budget Adjustments/Measure Disallowance/Termination.
 - 9.2.1 Subject to the obligation to pay for services rendered and costs incurred by Contractor, PG&E may: (a) reduce or increase the Budget and its associated savings, (b) shift program funds, or (c) cancel or terminate this CWA.

9.2.2 PG&E can modify any Program requirements that include, but are not limited to, pursuant to CPUC directives, and Program portfolio reviews. Contractor shall make these modifications upon notice from PG&E accordingly.

9.2.3 If PG&E reduces funding, terminates this CWA, or the Program is discontinued, Contractor shall provide a Project(s) status report.

10. RAMP-DOWN PROGRAM

10.1 Program Ramp-Down. Unless otherwise agreed, Contractor shall by December 1, 2019 provide a plan to ramp down the Program (Ramp Down Plan). The Ramp-Down Plan must take into consideration that all Projects should be complete and paid by December 30, 2019.

10.2 Program Shut-Down Notification. Contractor shall develop for PG&E PM approval a shut-down notification as part of the Ramp Down Plan. The notification shall be sent to Customers no later than 14 days after notification to Contractor to ramp down the Program. Contractor shall develop the Notification to be approved by the PG&E PM. The Notification will provide Program shut down information.

10.3 If Program funding is no longer available, Contractor must immediately notify Customers in writing the Program is being shut down.

10.4 Ramp-Down Schedule of Deliverables.

Deliverable (Per Project)	Due Date
Program Ramp-Down Plan	No later than December 1, 2019, or as requested by PG&E PM
Shut-Down Notification	No later than December 15, 2019, or as requested by PG&E PM

11. NOTICES

11.1 Contractor designates BC Capps, 2300 County Center Drive, #A105, Santa Rosa, CA 95403, (707) 565-3029, BC.Capps@sonoma-county.org as Contractor's Contract Representative for all matters relating to this CWA.

11.2 PG&E designates Kate Schulenberg, 3136 Boeing Way, Stockton, CA (209) 272-8553 as PG&E's PM for all matters relating to CWA.

11.3 The Parties may modify their designated contact representatives at any time by providing the other Party with a written update notification with the new contact information.

12. CPUC AUTHORITY

- 12.1 This CWA and SOW can be modified at any time in accordance with any directive of or regulation by the CPUC. Any information, results and reports regarding this CWA and SOW shall be made available to the CPUC.

Attachment 1

Allowable Measures, Geographic Areas, and Customers to be Served by this Program

This Attachment describes the Customers and geographic areas (within the Service Territory).

Contractor understands there are other Contractors, including PG&E, local governments, other affiliates and similar third-party Contractors that may include the same Customers, and geographic locations.

For avoiding Customer confusion, ensuring satisfaction, and avoiding duplication and overlap of services among the Program and offerings of other Contractors, Contractor shall abide by the below assignment of Customers, and geographic area. PG&E reserves the right in its sole discretion to amend these assignments during the Program. No deviation from these assignments is permitted without the prior written consent by the PG&E PM.

Eligible Customers:

Contractor may serve the following Customers:

- Municipal customers, including but not limited to cities, counties, special districts, wastewater treatment facilities (NAICS 22132x) and K-12 public schools.
- Any exceptions to this list of eligible customers must be approved in writing by the PG&E PM.

Eligible Geographic Area:

Contractor may serve the above eligible customers in the following counties within PG&E's service territory: Sonoma County

Excluded Customers -

Contractor shall not serve the following Customers unless authorized by PG&E PM: All non-municipal customers including, but not limited to Higher Education, State of California, Federal, Commercial, Residential and Industrial/Agricultural unless approved in writing by PG&E PM.

Attachment 2

Itemization of CPUC Budget Allocation

Upon PG&E PM request, Contractor may be asked to complete a cost allocation budget exercise resembling the worksheet below.

CPUC Activity/Item #	Implementation Name	Implementation Start	Implementation End	Project/Related tasks		Marketing efforts		Implementation efforts		Implementation efforts		Total CPUC Budget Allocation	Total CPUC Budget Allocation
				Task 1 - Develop Program Materials	Task 2 - Identify Program Materials	Task 3 - Develop Program Materials	Task 4 - Identify Program Materials	Task 5 - Develop Program Materials	Task 6 - Identify Program Materials				
1300	1300			15,000	\$ 3,000.00	10,000	\$ 2,000.00	10,000	\$ 2,000.00	10,000	\$ 2,000.00	6,000	\$ 1,200.00
1301	1301			15,000	\$ 3,000.00	10,000	\$ 2,000.00	10,000	\$ 2,000.00	10,000	\$ 2,000.00	6,000	\$ 1,200.00
1302	1302			15,000	\$ 3,000.00	10,000	\$ 2,000.00	10,000	\$ 2,000.00	10,000	\$ 2,000.00	6,000	\$ 1,200.00
1303	1303			15,000	\$ 3,000.00	10,000	\$ 2,000.00	10,000	\$ 2,000.00	10,000	\$ 2,000.00	6,000	\$ 1,200.00
1304	1304			15,000	\$ 3,000.00	10,000	\$ 2,000.00	10,000	\$ 2,000.00	10,000	\$ 2,000.00	6,000	\$ 1,200.00
1305	1305			15,000	\$ 3,000.00	10,000	\$ 2,000.00	10,000	\$ 2,000.00	10,000	\$ 2,000.00	6,000	\$ 1,200.00
1306	1306			15,000	\$ 3,000.00	10,000	\$ 2,000.00	10,000	\$ 2,000.00	10,000	\$ 2,000.00	6,000	\$ 1,200.00
1307	1307			15,000	\$ 3,000.00	10,000	\$ 2,000.00	10,000	\$ 2,000.00	10,000	\$ 2,000.00	6,000	\$ 1,200.00
1308	1308			15,000	\$ 3,000.00	10,000	\$ 2,000.00	10,000	\$ 2,000.00	10,000	\$ 2,000.00	6,000	\$ 1,200.00
1309	1309			15,000	\$ 3,000.00	10,000	\$ 2,000.00	10,000	\$ 2,000.00	10,000	\$ 2,000.00	6,000	\$ 1,200.00
1310	1310			15,000	\$ 3,000.00	10,000	\$ 2,000.00	10,000	\$ 2,000.00	10,000	\$ 2,000.00	6,000	\$ 1,200.00
1311	1311			15,000	\$ 3,000.00	10,000	\$ 2,000.00	10,000	\$ 2,000.00	10,000	\$ 2,000.00	6,000	\$ 1,200.00
1312	1312			15,000	\$ 3,000.00	10,000	\$ 2,000.00	10,000	\$ 2,000.00	10,000	\$ 2,000.00	6,000	\$ 1,200.00
1313	1313			15,000	\$ 3,000.00	10,000	\$ 2,000.00	10,000	\$ 2,000.00	10,000	\$ 2,000.00	6,000	\$ 1,200.00
1314	1314			15,000	\$ 3,000.00	10,000	\$ 2,000.00	10,000	\$ 2,000.00	10,000	\$ 2,000.00	6,000	\$ 1,200.00
1315	1315			15,000	\$ 3,000.00	10,000	\$ 2,000.00	10,000	\$ 2,000.00	10,000	\$ 2,000.00	6,000	\$ 1,200.00
1316	1316			15,000	\$ 3,000.00	10,000	\$ 2,000.00	10,000	\$ 2,000.00	10,000	\$ 2,000.00	6,000	\$ 1,200.00
1317	1317			15,000	\$ 3,000.00	10,000	\$ 2,000.00	10,000	\$ 2,000.00	10,000	\$ 2,000.00	6,000	\$ 1,200.00
1318	1318			15,000	\$ 3,000.00	10,000	\$ 2,000.00	10,000	\$ 2,000.00	10,000	\$ 2,000.00	6,000	\$ 1,200.00
1319	1319			15,000	\$ 3,000.00	10,000	\$ 2,000.00	10,000	\$ 2,000.00	10,000	\$ 2,000.00	6,000	\$ 1,200.00
1320	1320			15,000	\$ 3,000.00	10,000	\$ 2,000.00	10,000	\$ 2,000.00	10,000	\$ 2,000.00	6,000	\$ 1,200.00

Attachment 3

Key Performance Indicators (KPI) Reporting Data

Metric Group	Weight: KPIs	Weight: Metric Score	Key Performance Indicator (KPI)	Description and (Detailed Calculation of KPI)	Data Source
<i>Notes</i>					
Schedule Adherence	1.50	5.00	Committed project volume performance to target	Quarterly analysis of the actual energy savings in regard to committed projects compared to the projected energy savings of committed projects needed to meet energy savings goals as identified and tracked via the rolling forecast and accruals (F&A) document that is submitted with the invoice template. F&A will be replaced by EI (Actual energy savings of committed projects / Forecasted energy savings of committed projects (customer participation agreements for deemed)) x 100	Implementer
<i>Notes</i>					
Schedule Adherence	1.50	5.00	Installed Project Volume Performance to Target (100% weight for deemed projects)	Quarterly analysis of the energy savings in regard to installed projects compared to the projected energy savings of installed projects needed to meet energy savings goals as identified and tracked via the rolling forecast and accruals (F&A) document that is submitted with the invoice template. F&A will be replaced by EI (Actual energy savings of installed projects / Forecasted energy savings of installed projects) x 100	Implementer
<i>Notes</i>					
Customer Satisfaction and Safety	1.50	5.00	Customer Satisfaction Ratings	Measurement of implementer's ability to respond to customer needs, number of complaints, resolution of complaints, flexibility, reporting accuracy and timeliness, results of the customer survey given to the customer at the end of each project, and the implementer's standing with PG&E Engineering and ES&S (Customer satisfaction Likert survey (1-5) to be filled out by the PMs)	Implementer
<i>Notes</i>					
Customer Satisfaction and Safety	1.50	5.00	Safety Ratings	An evaluation of the implementer's overall approach to safety and the quality of the implementer's safety program (Safety Likert survey (1-5) to be filled out by the PMs (any recordable safety incidents result in a maximum score of 2))	Implementer
<i>Notes</i>					
Market Potential and Flexibility	2.00	5.00	Project Pipeline Target	The project sales pipeline of potential projects measured by energy savings (not actual or committed projects) size in relation to the number of projects needed to achieve the energy savings goal. (Total energy savings of projects in the sales pipeline / Forecasted total energy savings needed to meet energy savings goals) x100	Implementer
<i>Notes</i>					
Market Potential and Flexibility			Subprogram Flexibility	The ability of the sub-program and implementer to scale up to achieve additional energy savings with additional budget applied (The percentage that the implementer can accrue additional energy savings, based on available or accessible resources (implementer flexibility % reported)	Implementer
<i>Notes</i>					
Market Participation			Market Participation Ratio	Participation in the subprogram in comparison to the representation of the customer base by geography, customer size, customer sector and, NAICS (Customers being served/Total customer base)x100	Implementer
<i>Notes</i>					

Attachment 4

Program Management Plan Requirements

The Contractor's Program Management Plan shall address the following:

1. **Introduction:** Summarize objectives and the major components of the Program
 - a. Program Overview
 - b. Staff
 - i. Team Org Chart - departments, subcontractors, and reporting structure
 - ii. Key staff names, titles, and responsibilities
 - c. Coordination Efforts: Contractor's plan to coordinate with other PG&E programs
2. **Program Activities, Deliverables and Itemized Cost Budget:** Provide Program implementation activities and their respective costs and budgets, such as: (examples listed below)

Name of Program

Task 1 – Lead Generation Activities

Estimated labor costs \$_____ Estimated material costs \$_____ Total budget \$_____

Task 1 Deliverables:

- Working with the Public Sector to promote and develop EE projects
 - Coordination with other programs
 - Contact all cities/counties and introduce new focus
 - Provide X number of assessments
 - Outreach activities (list)

Task 2 – Education and Training

Estimated labor costs \$_____ Estimated material costs \$_____ Total budget \$_____

Task 2 Deliverables:

- Determine training needs for Public Sector
- Classes
 - What classes and schedule
- Organize advertising campaign to promote classes.

Task 3 – Best Practices Development

Estimated labor costs \$_____ Estimated material costs \$_____ Total budget \$_____

Task 3 Deliverables:

- Prepare selected case stories, blog posts, articles, and/or video clips in conjunction with annual awards to illustrate and share energy, climate and sustainability best practice activities of Beacon communities.

Task 4 – Develop policy for revolving energy efficiency fund for city/county facilities

Estimated labor costs \$_____ Estimated material costs \$_____ Total budget \$_____

Task 4 Deliverables:

- Successfully launch one revolving energy efficiency fund in a city/muni
 - Find key stakeholders and decision-makers
 - Contact other municipalities for best practices

Task 5 – Program Administration

Estimated labor costs \$_____ Estimated material costs \$_____ Total budget \$_____

Task 5 Deliverables:

- Monthly invoices, reports, and billing projections
 - Set up meeting with Program Manager and PG&E customer field representatives as appropriate.
 - Provide the following reports on date(s) due
 - Monthly report – 15th of every month

3. Program Budget Totals: Provide a summarized list of the Program Budget Categories as related to the Program activities, such as:

Program Activity Budget Totals

Task	Budget
Task 1- Direct Install Activities	\$
Task 2- Adopt Reach Codes	\$
Task 3- Best Practices Development	\$
Task 4- Revolving Energy Efficiency Fund	\$
Task 5- Program Administrative	\$
Total	\$



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors of Sonoma County

Board Agenda Date: January 8, 2019

Vote Requirement: Majority

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

Staff Name and Phone Number:

Bill Carter, 565-5157

Supervisorial District(s):

Title: Mental Health Services Act 2018-2019 Plan Update and Annual Update for 2016-2017

Recommended Actions:

Adopt the Mental Health Services Act 2018-2019 Plan Update and Annual Update for 2016-2017.

Executive Summary:

In November 2004, California voters approved Proposition 63, the Mental Health Services Act. The Act imposes a one percent income tax on personal income in excess of \$1 million. Much of the funding is provided to counties to fund mental health programs consistent with their local plans. As required by California Welfare and Institutions Code Section 5847, each county mental health program must prepare and submit a three-year program and expenditure plan and annual update, adopted by the county board of supervisors, to the Mental Health Services Oversight and Accountability Commission and the California Department of Health Care Services within 30 days of adoption.

Mental Health Services Act funded programs provide a full array of services in communities throughout Sonoma County, with a focus on wellness and recovery. The Department's Behavioral Health Division, along with community partners, have created a behavioral health system that is peer, client, and family member driven, is culturally responsive and linguistically appropriate, and promotes a vision in which recovery is possible.

Discussion:

This item recommends Board adoption of the Mental Health Services Act 2018-2019 Plan Update and Annual Update for 2016-2017 (MHSA Report). The Plan can be accessed at the following location:
<https://sonomacounty.ca.gov/Health/Behavioral-Health/Mental-Health-Services-Act/>

The Mental Health Services Act provides funding to expand community mental health services in five components, each of which addresses specific goals for priority populations, key community mental health needs, and age groups that require special attention. The MHSA Report is organized in the context of these five funding components:

1. Community Services and Supports – Provides enhanced mental health services for Seriously Emotionally Disturbed children and youth and Seriously Mentally Ill adult populations.
2. Prevention and Early Intervention – Programs that prevent mental illnesses from becoming severe and disabling, emphasizing improvement on timely access to services for underserved populations.
3. Innovation – Novel, creative and/or ingenious mental health practices/approaches that are expected to contribute to learning, which are developed within communities through a process that is inclusive and representative, especially of unserved and underserved individuals.
4. Capital Facilities and Technological Needs – Works towards the creation of facilities that are used for the delivery of MHSA services to mental health clients and their families, or for administrative offices. Funds may also be used to support an increase in peer-support and consumer-run facilities, development of community-based settings, and the development of a technological infrastructure for the mental health system to facilitate the highest quality and cost-effective services and supports for clients and their families.
5. Workforce Education and Training – The goal of the Workforce Education and Training component is to develop a diverse workforce. Clients and families/caregivers are given training to help others by providing skills to promote wellness and other positive mental health outcomes. They are able to work collaboratively to deliver client-and family-driven services, provide outreach to unserved and underserved populations, as well as services that are linguistically and culturally competent and relevant, and include the viewpoints and expertise of clients and their families/caregivers.

The MHSA Report includes outcomes of the prior year and the plan and budget for the upcoming year. The Annual Update section of the report provides a description of Mental Health Services Act-funded programs, clients served, and program performance outcome data for 2016-2017. The report also includes an Expenditure Plan, which provides a listing of all programs for which Mental Health Services Act funding is being proposed in fiscal year 2018-2019 and identifies the proposed expenditures for each type of funding. The Plan Update section of the report provides a description of any planned changes to programs and services for 2018-2019 (in relation to the previously adopted Mental Health Services Act Three-Year Integrated Plan for 2017-2020).

The MHSA Report reflects input from the community during the original extensive integrated planning process, as well as ongoing feedback from stakeholders from a number of venues, including Mental Health Board meetings. In compliance with state requirements, on November 2, 2018, the Department posted the Mental Health Services Act 2018-2019 Plan Update and Annual Update for 2016-2017 for a 30-day public review and comment period. On December 5, 2018, at the end of the review period, the Mental Health Board conducted a public hearing, providing the community an opportunity to give more input in the development of the report. Many service providers reported on the activity of their Mental Health Services Act-funded programs and shared stories of recovery and support from clients or family members.

Prior Board Actions:

On July 11, 2017 the Board adopted the Mental Health Services Act Integrated Plan for 2017-2020 and Annual Update for 2015-2016.

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

This administrative function supports the Department’s efforts in providing mental health services.

Fiscal Summary			
Expenditures	FY 18-19 Adopted	FY 19-20 Projected	FY 20-21 Projected
Budgeted Expenses	\$24,789,931	\$24,789,931	\$24,789,931
Additional Appropriation Requested			
Total Expenditures	\$24,789,931	\$24,789,931	\$24,789,931
Funding Sources			
General Fund/WA GF	\$1,373,333	\$1,373,333	\$891,002
State/Federal	\$23,409,147	\$23,409,147	\$23,891,478
Fees/Other	\$7,451	\$7,451	\$7,451
Use of Fund Balance			
Contingencies			
Total Sources	\$24,789,931	\$24,789,931	\$24,789,931
Narrative Explanation of Fiscal Impacts:			
<p>The fiscal year 2018-2019 Mental Health Services Plan expenditures reflect what has been submitted to the state in the fiscal year 2018-2019 Mental Health Services Act Expenditure Plan. The plan expenditures are consistent with the Behavioral Health redesign and the restoration plan approved by the Board during June 2018 budget hearings. Of the \$24,789,931, \$15,335,435 is funded by Mental Health Services Act revenue. The balance of the expenditures are funded by General Fund, Federal Financial Participation, Realignment, and Whole Person Care. Estimated expenditures for fiscal years 2019-2020 and 2020-2021 are \$24,789,931 and will be addressed in future Mental Health Services Act Expenditure Plans.</p>			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
N/A			
Attachments:			
None			
Related Items “On File” with the Clerk of the Board:			
Sonoma County Mental Health Services Act 2018-2019 Plan Update and Annual Update for 2016-2017			



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: January 8, 2019

Vote Requirement: 4/5

Department or Agency Name(s): Human Services Department

Staff Name and Phone Number:

Paul Dunaway, Division Director, 565-5950
Tracy Repp, Program Manager, 565-5982

Supervisorial District(s):

Title: Human Services Department Approval of New Positions and Human Services Contract Amendments

Recommended Actions:

1. Adopt a budget resolution authorizing adjustments to the Human Services Department's FY 2018-19 budget to add appropriations of \$393,453, funded by the Federal Older Americans Act for the Adult & Aging Division to add 2.0 Full-Time Equivalent (FTE) positions, and to increase existing Adult and Aging provider contract amounts to augment services to clients. (4/5 vote)
2. Adopt a position resolution to approve the addition of 2.0 Full-Time Equivalent (FTE) positions; 1.0 FTE Social Service Worker IV and 1.0 FTE Administrative Aide.
3. Authorize the Director of Human Services to execute contract amendments to include additional Federal funding received for FY18/19 to increase contracts for the Council on Aging, Petaluma People Services Center, Senior Advocacy Services, and North Coast Opportunities, Inc. who are contracted older and disabled adults and caregiver service providers.

Executive Summary:

The Human Services Department, Adult & Aging Division, received \$393,453 in additional Federal Older Americans Act (OAA) funding after the FY 2018-2019 Human Services Department budget was submitted for the Board of Supervisors approval. As a result, the Adult & Aging Division is requesting approval to increase funding to older and disabled adults and caregiver service provider contracts and increase Adult & Aging staffing to provide enhanced services to the community. The Human Services Department requests the following actions:

1. The Human Services Department is requesting the Board of Supervisors adopt a budget resolution to add appropriations for two new positions and allocate additional program funding from the Federal Older Americans Act received by the California Department of Aging to service

provider contracts and the Adult & Aging Division.

2. The Human Services Department is requesting the Board of Supervisors adopt a position resolution adjusting position allocations for the Adult & Aging Division to add 2.0 FTE positions; 1.0 FTE Social Service Worker IV position for the Linkages Case Management program to provide Information & Assistance and Options Counseling and 1.0 FTE Administrative Aide to support the Area Agency on Aging and Adult & Aging Division, both with funding from the Federal Older Americans Act through the California Department of Aging to support services for older and disabled adults and their caregivers.
3. The Human Services Department is requesting the Board of Supervisors authorize the Director of Human Services to execute amendments with four senior services providers: Council on Aging from \$1,389,315 not to exceed \$1,459,179; Petaluma People Services Center for Senior Nutrition Programs, Case Management and Information & Referral from \$282,907 not to exceed \$352,772; Senior Advocacy Services for the Ombudsman and Elder Abuse Prevention programs from \$641,206 not to exceed \$715,545 ; and North Coast Opportunities, Inc. for Caregiver Support programs from \$219,009 not to exceed \$252,229.

In total, an additional \$393,453 will be authorized through these amendments from Federal Older Americans Act funding for Area Agency on Aging contracted older and disabled adults and caregiver service providers and Adult & Aging position additions.

Discussion:

The Adult & Aging Division programs provide services to meet the growing needs of older adults 60+ years of age now representing 25% (125,109) of the population of Sonoma County. The number is projected to grow to 28% (161,001) by 2030. In order to keep pace with the growing aging population, it is important that additional staffing and services are added to meet the increasing needs.

Position 1: Social Services Worker IV Position for Linkages Case Management, Information & Assistance, and Options Counseling

Older adults and people with disabilities are often confused by the array of services, programs, and agencies that make up the aging and disability network in Sonoma County. Many of these individuals often make numerous phone calls or visits to agencies that can't meet their needs. As a result, they become frustrated and many give up on accessing the services they need to remain safely in the community.

The addition of the 1.0 FTE to the Human Services Linkages Case Management program will establish a dedicated Information & Assistance phone number, replacing the current model of callers calling the published general Adult & Aging Division phone number, who, if calling for Information & Assistance (I&A), are transferred to in-house I&A Linkages staff, for assistance. Direct access to I&A Linkages staff is currently not available to the public. This funding will create a published direct county-wide, widely recognized one-stop phone line to answer questions and provide referrals to services for the growing population of older and disabled adults and their caregivers. There is no General Fund impact in the current FY since the half-year cost is covered by the Older American Act.

I&A staff are trained professionals with specialized knowledge in serving seniors and individuals with disabilities, helping callers prioritize and focus on their most immediate needs and break down their issues into manageable segments. Staff will ensure all calls and questions are answered and

responded to timely.

Based on the client's abilities, motivation, and needs, I&A Social Workers may determine that the client's needs have been met OR that the client needs a higher level intervention such as Options Counseling (which involves a home visit), a referral to case management service (either within Adult and Aging or to a community partner), or possibly may be at risk of abuse/neglect and need a referral to Adult Protective Services (APS). Instead of enrolling an individual in more costly and time intensive case management or APS services, the Division would be able to offer Information and Assistance and/or Options Counseling to meet the individual's need with the appropriate level of intervention.

Position 2: Adult & Aging Administrative Aide

This position will be responsible for providing administrative support to the Area Agency on Aging (AAA) and the Adult & Aging Division's engagement in community projects funded through Federal and local grant funding. The current staffing structure supporting the AAA and Adult & Aging community projects utilizes management positions to perform all required activities with no administrative support outside of the Division Secretary's time devoted to the Area Agency on Aging. The 1.0 FTE Administrative Aide will divert administrative work from managers, allowing for the completion of higher level analysis, activities, and leadership functions by managers. The Administrative Aide will conduct research, analysis, complete data collection and data reporting to funders, manage and monitor service provider contracts, and create statistical and data informed reports to support projects. The addition of this position will increase productivity, adding much needed efficiencies to complete mandated tasks expected by funders, allowing for greater in depth planning and analysis to expand services for the aging and disabled populations in Sonoma County.

Area Agencies on Aging (AAA) are mandated by the Federal Older Americans Act and the California Code of Regulations. Each AAA Planning and Service Area (PSA) has roles, responsibilities, and activities and is expected to meet program compliance monitored by the California Department of Aging. The Sonoma County Board of Supervisors serves as the Board of Directors of the Sonoma County AAA. The AAA receives approximately \$2.7M in Federal Older Americans Act funding, allocating the majority of the funding to local nonprofit older adult service providers in 29 contracted scopes of work to be managed.

The Area Agency on Aging is responsible for managing grant awards and contract compliance for 3 transportation grants totaling \$851,980 in Federal Transportation Authority funding through Caltrans for volunteer driver program expansion and older adult transportation planning. AAA also partners with Sonoma County Health Services and Catholic Charities to provide SNAP-Ed interventions (Supplemental Nutrition Assistance Program-Education) to increase physical activity and decrease obesity in older adults. The Adult & Aging Division is also engaged in multiple community and grant funded projects including the Older Adults Collaborative (Mental Health Services Act), providing depression screening and suicide prevention for older adults; two Victims of Crime Act (VOCA) grants for elder abuse prevention; Home and Community Based Alternatives (HCBA); LGBTQI Cultural Competency trainings; and others.

Without proper staffing levels, Area Agency on Aging and Adult & Aging Division projects run the risk of non-compliance with state and Federal regulations and grant funders, therefore potentially jeopardizing services to older adults in the community. The addition of an Administrative Aide will

be an efficient use of resources to complete tasks currently performed by management level staff by providing administrative support that does not currently exist.

The Human Services Department currently has two positions, a Senior Office Assistant and Office Assistant II, which have been vacant longer than nine months and are subject to the hiring freeze approved by the Board of Supervisors on December 11, 2018. These two frozen positions are not appropriate job classifications to perform the full scope of duties as described above; therefore, the Human Services Department is requesting the new Administrative Aide and Social Worker IV allocations, notwithstanding the recently implemented hiring freeze for select vacant positions.

Area Agency on Aging Programs Contract Amendments

The California Department of Aging (CDA) issues Area Plan Standard Agreement Amendments each year to allocate increases or decreases to fiscal year baseline funding for Area Agency on Aging contracted services for older and disabled adults and caregivers in the community. CDA issued an amended Standard Agreement, as their initial Standard Agreement was based on estimates and the actual funding received was more than anticipated.

The table on the following page outlines the details of funding allocation increases for the amended contracts in this Board item for senior nutrition, case management, information and assistance, caregiver support, and the Ombudsman program contracted providers.

Senior Nutrition Programs

Senior home-delivered meals are vital programs with proven benefits to the community. Specifically, home-delivered meals provide nutritious meals to homebound or isolated frail seniors who may have become homebound due to increasing age or short-term/long-term health problems, and who are unable to prepare nutritious meals for themselves or participate at a congregate senior lunch site.

The Area Agency on Aging contracts with the Council on Aging, Petaluma People Services Center, and Coastal Seniors to provide approximately 240,000 meals per year in Sonoma County. The Federal funding received from the Older Americans Act pays for approximately one-third of the cost of the meal programs. State Realignment funding as well as provider fundraisers cover the remainder of the cost.

Case Management and Information & Assistance Programs

In 2016, the Sonoma County Area Agency on Aging (AAA) conducted a needs assessment of older adults who reported “learning about/receiving services” as well as “maintaining the ability to remain in the home of their choice” as top concerns. Case management and Information & Assistance programs by design provide services to address these concerns. Case management programs provide person-centered assistance to frail older adults, age 60 or over, who need assistance managing daily living tasks to maintain optimum level of functioning in the least restrictive setting possible. The program utilizes a collaborative and holistic approach of assessment, care planning, care coordination, advocacy for options, resources, and services to meet the individual's comprehensive needs.

The Area Agency on Aging contracts with the Council on Aging, Petaluma People Services Center, and West County Community Services agencies to provide approximately 7,000 hours of case management per year in Sonoma County and provides Information & Assistance to approximately

9,000 callers per year. The Federal funding received from the Older Americans Act pays for approximately one-third of the cost of the program. The remaining two-thirds are covered by grant funding and agency fundraising efforts.

Elder Abuse Prevention Program

This funding will be allocated to Senior Advocacy Services, which holds the existing contract for Older Americans Act Elder Abuse funded program activities to support the county-wide Elder Justice Initiative. The Elder Justice Initiative strives to ensure seniors are safe and supported in Sonoma County with dignity, honor and respect. The Elder Justice Coalition is a collaboration of Sonoma County organizations unified in the common goal of elder justice. The funded activities provide public education and training of professionals and caregivers to develop, strengthen, and carry out programs for the prevention, detection, assessment, and treatment of, intervention in, investigation of, and response to elder abuse, neglect, and exploitation (including financial exploitation).

Caregiver Support Programs

The Caregiver Support Programs are designed to increase the well-being of caregivers by offering support services through comprehensive caregiver assessments, caregiver support groups, and caregiver respite programs. Caregivers are a vital part in assisting older and disabled adults to remain in the community. They often experience stress, burden, exhaustion, isolation, and burnout. The support and respite services provide relief, mutual support, and temporary respite care services allowing caregivers to take time away from their caregiving duties, having time for themselves. North Coast Opportunities, Inc. provides approximately 860 hours of assessment, support groups, and 6,000 hours of respite. The Federal funding received from the Older Americans Act pays for approximately one-third of the cost of the program. The remaining two-thirds are covered by grant funding and agency fundraising efforts.

The **Baseline Increase** column in the tables below summarize the distribution of funding requested to the senior nutrition and information and assistance contracted providers, the Ombudsman program provider, and the direct services positions requested for the Linkages Social Services Worker IV and Administrative Aide described in this Board item for the Adult & Aging Division:

Direct Services:

Human Services Adult & Aging	Current Amount	Baseline Increase	Total
1.0 FTE SWIV Case Management, Information and Assistance, Options Counseling	\$63,310	\$105,317	\$168,627
1.0 FTE Administrative Aide	\$0	\$40,848	\$40,848
Total	\$63,310	\$146,165	\$209,475

Contracted Services:

Council on Aging	Current Amount	Baseline Increase	Total
Adult Day	\$86,000	\$0	\$86,000
Case Management	\$114,577	\$10,000	\$124,577
Information & Assistance	\$4,000	\$5,000	\$9,000
Congregate Meals	\$299,198	\$26,446	\$325,644
Home Delivered Meals	\$885,540	\$28,418	\$913,958

Total Contracted	\$1,389,315	\$69,864	\$1,459,179
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Petaluma People Services Center	Current Amount	Baseline Increase	Total
Adult Day	\$28,508	\$0	\$28,508
Case Management	\$31,289	\$10,000	\$41,289
Information & Assistance	\$4,000	\$5,000	\$9,000
Congregate Meals	\$75,580	\$26,447	\$102,027
Home Delivered Meals	\$129,530	\$28,418	\$157,948
Transportation	\$13,000	\$0	\$13,000
Mobility Management	\$1,000	\$0	\$1,000
Total Contracted	\$282,907	\$69,865	\$352,772

North Coast Opportunities, Inc.	Current Amount	Baseline Increase	Total
Caregiver Support	\$67,000	\$33,220	\$100,220
Caregiver Respite	\$130,000	\$0	\$130,000
Health Promotion	\$22,009	\$0	\$22,009
Total Contracted	\$219,009	\$33,220	\$252,229

Senior Advocacy Services	Current Amount	Baseline Increase	Total
State Ombudsman	\$19,912	\$61,979	\$81,891
Federal Ombudsman	\$85,913	\$26,220	\$112,133
Elder Abuse Prevention	\$6,888	\$503	\$7,391
Ombudsman Special Deposit	\$75,572	-\$14,363 (Decrease needed to for line item correction. Actual allocation received was lower than estimate. Estimate used in initial FY1819 contract)	\$61,209
HICAP	\$397,916	\$0	\$397,916
MIPPA	\$55,005	\$0	\$55,005
Total Contracted	\$641,206	\$74,339	\$715,545

Total Baseline Increase		\$393,453	
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Prior Board Actions:

October 16, 2018: Board approved Council on Aging, Petaluma People Services Center, and Senior Advocacy Services Contract Amendments #1 for Fiscal Year 2018-2019.

June 14, 2018: Board approved Resolution #18-0257, Exhibit A allocating \$300,000 of one-time Community Investment Funds to support senior meals.

June 11, 2018: Board approved Council on Aging, Petaluma People Services Center, and Senior Advocacy Services Contracts for Fiscal Year 2018-2019.

June 11, 2018: Board approved funding for the Sonoma County Area Agency on Aging Standard Agreement #AP-1819-27 in the amount of \$2,228,843. Funds used for senior nutrition, supportive services, health promotion, family caregiver services, and elder abuse prevention.

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

To provide nutrition, information and assistance, case management, and health services to seniors, age 60 and over, that assist with maintaining health, independence, and socialization.

Fiscal Summary

Expenditures	FY 18-19 Adopted	FY 19-20 Projected	FY 20-21 Projected
Budgeted Expenses		\$3,061,190	\$3,061,190
Additional Appropriation Requested	\$384,588		
Total Expenditures	\$384,588	\$3,061,190	\$3,061,190
Funding Sources			
General Fund/WA GF			
State/Federal	\$417,605	\$3,061,190	\$3,061,190
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	\$417,605	\$3,061,190	\$3,061,190

Narrative Explanation of Fiscal Impacts:

The requested contract amendments amount to \$247,288. Additional appropriations to cover the amended contracts have been included in in this Board item. There is no impact to the General Fund.

\$105,317 of Federal Older Americans Act funding will be allocated for the 1.0 FTE Social Services Worker IV position in FY 18-19, which will only cost approximately \$72,300 since incumbency is for the last 6 months of the current fiscal year. (Appropriations will not be fully expended in FY 18-19). In FY 19-20 the position will be for the full year cost, and the Federal Older Americans Act will cover this expense in the amount of \$148,215 (salary + benefits).

\$40,848 of Federal Older Americans Act funding will be allocated for the 1.0 FTE Administrative Assistance position with the remainder covered by the Sonoma County Human Services, Adult & Aging Division budget for a total position cost of \$65K in FY1819 and \$133,250 in FY1920 and beyond.

Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Social Service Worker IV	\$5,473 - \$6,650	1.0	
Administrative Aide	\$4,433 - \$5,389	1.0	
Narrative Explanation of Staffing Impacts (If Required):			
None			
Attachments:			
<ol style="list-style-type: none"> 1. Budget Resolution 2. Position Resolution 3. Council on Aging Contract Amendment #2 4. Petaluma People Services Center Contract Amendment #2 5. North Coast Opportunities, Inc. Contract Amendment #2 6. Senior Advocacy Services Contract Amendment #2 			
Related Items “On File” with the Clerk of the Board:			
None			



County of Sonoma
State of California

Date: January 8, 2019

Item Number: _____

Resolution Number: _____



4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, authorizing budgetary adjustments to the FY 18-19 budget in the amount of \$384,588 for the Human Services Department (HSD) to reflect increased funding from the California Department of Aging (CDA) for service providers contracted with the HSD unit Area Agency on Aging (AAA) effective 1/8/2019.

Whereas, the Board has adopted the Fiscal Year 2018-19 Budget for all Governmental Entities within its jurisdiction, in accordance with Section 29088 of the Government Code of the State of California, and

Whereas, the Government Code allows for adjustments to the Adopted Budget during the 2018-19 Fiscal Year;

Now, Therefore, Be It Resolved that the County Auditor-Controller is hereby authorized and directed to adjust the Human Services Department's Fiscal Year 2018-19 Adopted Budget for the attached increases (Attachment 1 – Recap page).

Supervisors:

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

Attachment 1

	<u>Gross</u> <u>Expenditures</u>	<u>Revenue &</u> <u>Reimbursement</u>	<u>Net Cost</u>
Human Services Department			
Human Services - Other Funds			
The requested contract amendments amount to \$247,288. Additional appropriations to cover the amended contracts have been included in in this Board item. There is no impact to the General Fund.	\$ 384,588	\$ 417,605	\$ (33,017)
<p>\$105,317 of Federal Older Americans Act funding will be allocated for the 1.0 FTE Social Services Worker IV position in FY 18-19, which will only cost approximately \$72,300 since incumbency is for the last 6 months of the current fiscal year. (Appropriations will not be fully expended in FY 18-19). In FY 19-20 the position will be for the full year cost, and the Federal Older Americans Act will cover this expense in the amount of \$148,215 (salary + benefits).</p> <p>\$40,848 of Federal Older Americans Act funding will be allocated for the 1.0 FTE Administrative Assistance position with the remainder covered by the Sonoma County Human Services, Adult & Aging Division budget for a total position cost of \$65K in FY1819 and \$133,250 in FY1920 and beyond.</p>			
GRAND TOTAL ADJUSTMENTS	\$ 384,588	\$ 417,605	\$ (33,017)



County of Sonoma
State of California

Date: January 8, 2019

Item Number: _____

Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Amending The Human Services Department Position Allocations List To Reflect The Addition
Of 1.0 Full-Time Equivalent Social Service Worker IV And 1.0 Full-Time Equivalent
Administrative Aide To The Adult And Aging Division**

Whereas, the Human Services Department is requesting authorization to add one Social Service Worker IV in support of the Linkages Case Management Unit, and

Whereas, the Human Services Department is requesting authorization to add one Administrative Aide in support of the Area Agency on Aging and other Division needs, and

Whereas, the Area Agency on Aging Advisory Council approved allocating additional funding to the department for these positions, and

Whereas, the Linkages Case Management Unit is developing a new public phone line to become the county-wide Information and Assistance Services line for older adults, people with disabilities, and their caregivers, and

Now, Therefore, Be It Resolved by the Board of Supervisors of the County of Sonoma that the Departmental Position Allocation List of the Human Services Department be amended as follows:

Human Services Department

Budget Index	Job Class	Class Title	Existing Positions for Job Class	Change in Position Allocation	New Allocation for Job Class	Duration or End Date	Salary Range
24030154	3004	Social Service Worker IV	7.00	1.00	8.00	On-Going	3055
24030153	0810	Administrative Aide	0.00	1.00	1.00	On-Going	2549
				2.00			

Resolution #

Date:

Page 2

Supervisors:

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

Council on Aging Services for Seniors
Amendment Number 2
to the Agreement to Provide
SERVICES FOR SENIORS
Agreement Number: AA-COA-S4S-1819
Funding Amount: **\$1,459,179**
Term: **7/1/2018 to 6/30/2019**

On July 1, 2018, County of Sonoma (hereinafter referred to as "County"), and Council on Aging Services for Seniors, a California non-profit Corporation (hereinafter referred to as "Contractor"), executed an agreement to provide Adult Day Care, Case Management, Congregate Meals, Home Delivered Meals, and related services for seniors.

As provided by Article 13.7, Merger, the parties hereby evidence their intent and desire to amend the Agreement to add Sixty-Nine Thousand Eight Hundred Sixty-Four Dollars (\$69,864) of Older American Act (OAA) funds to augment services for seniors: Ten Thousand Dollars (\$10,000) for Case Management; Twenty-Six Thousand Four Hundred Forty-Six Dollars (\$26,446) for Congregate Meals; Twenty-Eight Thousand Four Hundred Eighteen Dollars (\$28,418) for Home Delivered Meals; and Five Thousand Dollars (\$5,000) for Information & Assistance Services. The parties mutually desire to amend said Agreement to make the following changes:

1. Revise Article 2, Payment, to increase the not-to-exceed total to One Million Four Hundred Fifty-Nine Thousand One Hundred Seventy-Nine Dollars (\$1,459,179);
2. Replace the Funding Allocation Summary in Exhibit B, Section 8;
3. Replace the Budget for Title III B – Case Management in Exhibit B, Section 9.2;
4. Replace the Budget for Title III C-1 – Congregate Meals in Exhibit B, Section 9.3;
5. Replace the Budget for Title III C-2 – Home Delivered Meals in Exhibit B, Section 9.4; and
6. Replace the Budget for Title III B – Information and Assistance Services in Exhibit B, Section 9.5.

RECITALS

- A. The purpose of this Amendment is to modify the terms and conditions of this Agreement between the County and Contractor.
- B. The parties hereto are desirous of modifying the Agreement in accordance with the terms and conditions set forth herein.

SPECIFIC PROVISIONS

2. Payment.

Contractor shall be paid on a cost reimbursement basis in accordance with the budget set forth in "Exhibit B: Fiscal Provisions/Budget" (hereinafter "Exhibit B"), attached hereto and incorporated herein by this reference. Contractor shall be paid an amount not to exceed One Million Four Hundred Fifty-Nine Thousand One Hundred Seventy-Nine Dollars (\$1,459,179), without the prior written approval of County. Expenses not expressly authorized by the Agreement shall not be reimbursed.

Unless otherwise noted in this agreement, payments shall be made within the normal course of county business after presentation of an invoice in a form approved by the County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County.

Exhibit B: Fiscal Provisions/Budget

8. Funding Allocation Summary.

Program	CFDA#	Area Agency on Aging (AAA) Funds							FY 18/19 Baseline and OTO Funding	County Funds	State Realignment	Total FY 18/19 Contract
		Federal	Federal Baseline Increase	One Time Only (OTO)	NSIP*	NSIP Baseline Increase	State	State Baseline Increase				
Adult Day	93.044	\$86,000	\$0	\$0	\$0	\$0	\$0	\$0	\$86,000	\$0	\$0	\$86,000
Case Management	93.044	\$114,577	\$10,000	\$0	\$0	\$0	\$0	\$0	\$124,577	\$0	\$0	\$124,577
Congregate Meals	93.045 & 93.053	\$179,539	\$24,319	\$0	\$26,808	\$0	\$35,851	\$2,127	\$268,644	\$0	\$57,000	\$325,644
Congregate Nutritional Education	93.045											
Home Delivered Meals	93.045 & 93.053	\$356,328	\$19,901	\$0	\$144,442	\$1,981	\$39,080	\$6,536	\$568,268	\$245,270	\$100,420	\$913,958
HD Nutritional Education	93.045											
HD Nutritional Counseling	93.045											
Information & Assistance	93.044	\$4,000	\$5,000	\$0	\$0	\$0	\$0	\$0	\$9,000	\$0	\$0	\$9,000
TOTAL		\$740,444	\$59,220	\$0	\$171,250	\$1,981	\$74,931	\$8,663	\$1,056,489	\$245,270	\$167,420	\$1,469,179

*Nutrition Services Incentive Program

9. Budgets

9.2. Title III B – Case Management

LINE ITEMS FOR PROGRAM COST CATEGORIES	AAA FUNDS	MATCH		NON-MATCH		PROGRAM INCOME	TOTAL
		CASH	IN-KIND	CASH	IN-KIND		
PERSONNEL							
Salaries	110,603						110,603
Benefits	11,974	11,336					23,310
TOTAL PERSONNEL	\$122,577	\$11,336					\$133,913
TRAVEL & TRAINING							
Staff Travel	2,000						2,000
Staff Training		500					500
TOTAL TRAVEL & TRNG.	\$2,000	\$500					\$2,500
EQUIPMENT							
Expendable Equipment		1,000					1,000
Non-expendable Equipment							
TOTAL EQUIPMENT		\$1,000					\$1,000
CONSULTANTS							
OTHER COSTS:							
Bldg. Maintenance							
Communications		1,500					1,500
Utilities							
Office Supplies		1,500					1,500
Printing		1,000					1,000
Postage		500					500
Employee Screening/Testing							
Repairs & Maintenance		100					100
Outreach/advertising							
Outside Services		1,000					1,000
Insurance							
Publications/Members.		250					250
Other							
TOTAL OTHER COSTS		\$5,850					\$5,850
* INDIRECT COSTS							
TOTAL PROGRAM COSTS	\$124,577	\$18,686					\$143,263

Amendment Number 2 to Agreement Number AA-COA-S4S-1819

9.3. Title III C-1 – Congregate Meals

LINE ITEMS FOR PROGRAM COST CATEGORIES	AAA FUNDS	MATCH		NSIP	State	Realignment		NON-MATCH		PROGRAM INCOME	TOTAL
		CASH	IN-KIND			MATCH	NON-MATCH	CASH	IN-KIND		
Salaries	157,791		36,575				57,000				251,366
Benefits	19,748							33,950			53,698
TOTAL PERSONNEL	177,539		36,575				57,000	33,950			306,064
Staff Travel										1,000	1,000
Staff Training										500	500
TOTAL TRAVEL & TRNG.										1,500	1,500
Expendable Equipment											
Non-expendable Equipment											
TOTAL EQUIPMENT											
Catered Meals	24,319			26,808	37,978			36,375		51,520	177,000
Raw Food											
TOTAL MEALS	24,319			26,808	37,978			36,375		51,520	177,000
CONSULTANTS	2,000										2,000
Rent										8,000	8,000
Bldg. Maintenance										450	450
Communications										1,100	1,100
Utilities										800	800
Office Supplies										1,000	1,000
Food Service Supplies										6,000	6,000
Printing										100	100
Postage										500	500
Employee Recruitment/Screening										500	500
Repairs & Maintenance										1,000	1,000
Vehicle Operation										6,950	6,950
Outside Services										3,100	3,100
Equipment Maintenance										1,050	1,050
Publications/Members.										100	100
Depreciation									3,000		3,000
Other (Specify)										130	130
TOTAL OTHER COSTS									3,000	30,780	33,780
* INDIRECT COSTS											
TOTAL PROGRAM COSTS	203,858		36,575	26,808	37,978		57,000	73,325		63,800	619,344

9.4. Title III C-2 – Home Delivered Meals

LINE ITEMS FOR PROGRAM COST CATEGORIES	AAA FUNDS	MATCH		NSIP	State	One-Time-Only County and Realignment funds		NON-MATCH		PROGRAM INCOME	TOTAL
		CASH	IN-KIND			MATCH	NON-MATCH	CASH	IN-KIND		
Salaries	276,032		74,725				7,605		10,275		368,637
Benefits							70,909				70,909
TOTAL PERSONNEL	276,032		74,725				78,514		10,275		439,546
Staff Travel								25,000			25,000
Staff Training								1,000			1,000
TOTAL TRAVEL & TRNG.								26,000			26,000
Expendable Equipment											
Non-expendable Equipment											
TOTAL EQUIPMENT											
Catered Meals	96,197			146,423	45,616		267,176			127,088	682,500
Raw Food											
TOTAL MEALS	96,197			146,423	45,616		267,176			127,088	682,500
CONSULTANTS	4,000										4,000
Rent										9,500	9,500
Bldg. Maintenance										1,750	1,750
Communications										4,000	4,000
Utilities										4,225	4,225
Office Supplies										4,500	4,500
Food Service Supplies										5,000	5,000
Printing										400	400
Postage										4,500	4,500
Employee Recruitment/Screening										2,000	2,000
Advertising										500	500
Vehicle Operation										27,000	27,000
Outside Services										5,400	5,400
Depreciation										14,000	14,000
Publications/Members.									500		500
Other (Specify)									563	137	700
TOTAL OTHER COSTS									1,063	82,912	83,975
* INDIRECT COSTS											
TOTAL PROGRAM COSTS	376,229		74,725	146,423	45,616		346,690	27,063	10,275	210,000	1,236,021

9.5. Title III B – Information and Assistance

LINE ITEMS FOR PROGRAM COST CATEGORIES	AAA FUNDS	MATCH		NON-MATCH		PROGRAM INCOME	TOTAL
		CASH	IN-KIND	CASH	IN-KIND		
PERSONNEL							
Salaries	9,000	100					9,100
Benefits		1,250					1,250
TOTAL PERSONNEL	\$9,000	\$1,350					\$10,350
TRAVEL & TRAINING							
Staff Travel							
Staff Training							
TOTAL TRAVEL & TRNG.							
EQUIPMENT							
Expendable Equipment							
Non-expendable Equipment							
TOTAL EQUIPMENT							
CONSULTANTS							
OTHER COSTS:							
Bldg. Maintenance							
Communications							
Utilities							
Office Supplies							
Printing							
Postage							
Employee Screening/Testing							
Repairs & Maintenance							
Outreach/advertising							
Outside Services							
Insurance							
Publications/Members.							
Other							
TOTAL OTHER COSTS							
* INDIRECT COSTS							
TOTAL PROGRAM COSTS	\$9,000	\$1,350					\$10,350

Amendment Number 2 to Agreement Number AA-COA-S4S-1819

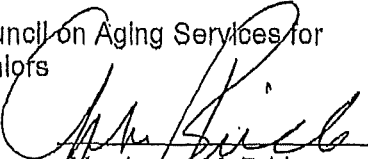
Except as expressly modified in this Amendment, the terms and conditions of Agreement Number AA-COA-S4S-1819 shall remain in full force.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be fully executed by their authorized representatives.

This Amendment shall be effective on and as of the date of the last signature.

CONTRACTOR:

Council on Aging Services for Seniors

By: 
Name: Marianne McBride
Title: President & CEO


Date: 10/26/18

COUNTY OF SONOMA

By: _____
Name: Karen Fles
Title: Director
Human Services Department

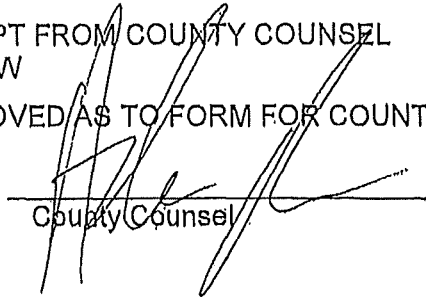
Date: _____

APPROVED AS TO SUBSTANCE FOR COUNTY:

By: 
Name: Paul Dunaway
Title: Director, Adult & Aging Services Division

EXEMPT FROM COUNTY COUNSEL REVIEW

APPROVED AS TO FORM FOR COUNTY:

By: 
County Counsel

Petaluma People Services Center
Amendment Number 2
to the Agreement to Provide
SERVICES FOR SENIORS
Agreement Number: AA-PPSC-S4S-1819
Funding Amount: **\$352,772**
Term: **7/1/2018 to 6/30/2019**

On July 1, 2018, County of Sonoma (hereinafter referred to as "County"), and Petaluma People Services Center, a California non-profit Corporation (hereinafter referred to as "Contractor"), executed an agreement to provide Adult Day Care, Case Management, Congregate Meals, Home Delivered Meals, Transportation, and related services for seniors.

As provided by Article 13.7, Merger, the parties hereby evidence their intent and desire to amend the Agreement to add Sixty-Nine Thousand Eight Hundred Sixty-Five Dollars (\$69,865) of Older American Act (OAA), Nutrition Services Incentive Program (NSIP), and State funds to augment services for seniors: Ten Thousand Dollars (\$10,000) for Case Management; Twenty-Six Thousand Four Hundred Forty-Seven Dollars (\$26,447) for Congregate Meals; Twenty-Eight Thousand Four Hundred Eighteen Dollars (\$28,418) for Home Delivered Meals; and Five Thousand Dollars (\$5,000) for Information & Assistance Services. The parties mutually desire to amend said Agreement to make the following changes:

1. Revise Article 2, Payment, to increase the not-to-exceed total to Three Hundred Fifty-Two Thousand Seven Hundred Seventy-Two Dollars (\$352,772);
2. Replace the Funding Allocation Summary in Exhibit B, Section 8;
3. Replace the Budget for Title III B – Case Management in Exhibit B, Section 9.2;
4. Replace the Budget for Title III C-1 – Congregate Meals in Exhibit B, Section 9.3;
5. Replace the Budget for Title III C-2 – Home Delivered Meals in Exhibit B, Section 9.4; and
6. Replace the Budget for Title III B – Information and Assistance Services in Exhibit B, Section 9.7.

RECITALS

- A. The purpose of this Amendment is to modify the terms and conditions of this Agreement between the County and Contractor.
- B. The parties hereto are desirous of modifying the Agreement in accordance with the terms and conditions set forth herein.

SPECIFIC PROVISIONS

2. Payment.

Contractor shall be paid on a cost reimbursement basis in accordance with the budget set forth in "Exhibit B: Fiscal Provisions/Budget" (hereinafter "Exhibit B"), attached hereto and incorporated herein by this reference. Contractor shall be paid an amount not to exceed Three Hundred Fifty-Two Thousand Seven Hundred Seventy-Two Dollars (\$352,772), without the prior written approval of County. Expenses not expressly authorized by the Agreement shall not be reimbursed.

Unless otherwise noted in this agreement, payments shall be made within the normal course of county business after presentation of an invoice in a form approved by the County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County.

Exhibit B: Fiscal Provisions/Budget

8. Funding Allocation Summary.

Program	CFDA#	Area Agency on Aging (AAA) Funds						FY 18/19 Baseline and OTO	One-Time-Only County Funds	State Realignment	Total FY 18/19 Contract	
		Federal	Federal Baseline Increase	NSIP*	NSIP Baseline Increase	One-Time-Only (OTO)	State					State Baseline Increase
Adult Day	93.044	\$28,508	\$0	\$0	\$0	\$0	\$0	\$28,508	\$0	\$0	\$28,508	
Case Management	93.044	\$31,289	\$10,000	\$0	\$0	\$0	\$0	\$41,289	\$0	\$0	\$41,289	
Congregate Meals	93.045	\$33,866	\$24,320	\$8,186	\$0	\$0	\$10,948	\$2,127	\$79,447	\$0	\$22,580	\$102,027
Congregate Nutritional Education	93.045											
Home Delivered Meals	93.045	\$51,224	\$19,901	\$19,697	\$1,981	\$0	\$5,329	\$6,536	\$104,668	\$53,280	\$0	\$157,948
Home Delivered Nutritional Education	93.045											
Home Delivered Nutritional Counseling	93.045											
Transportation	93.044	\$13,000		\$0	\$0	\$0	\$0	\$0	\$13,000	\$0	\$0	\$13,000
Mobility Management	93.044	\$1,000		\$0	\$0	\$0	\$0	\$0	\$1,000	\$0	\$0	\$1,000
Information & Assistance	93.044	\$4,000	\$5,000	\$0	\$0	\$0	\$0	\$0	\$9,000	\$0	\$0	\$9,000
		\$162,887	\$59,221	\$27,883	\$1,981	\$0	\$16,277	\$8,663	\$276,912	\$53,280	\$22,580	\$352,772

*Nutrition Services Incentive Program

9. Budgets

9.2. Title III B – Case Management

LINE ITEMS FOR PROGRAM COST CATEGORIES	AAA FUNDS	MATCH		NON-MATCH		PROGRAM INCOME	TOTAL
		CASH	IN-KIND	CASH	IN-KIND		
PERSONNEL							
Salaries	29,970		4,500				34,470
Benefits	8,769						8,769
TOTAL PERSONNEL	\$38,739		\$4,500				\$43,239
TRAVEL & TRAINING							
Staff Travel		75					75
Staff Training		25					25
TOTAL TRAVEL & TRNG.		\$100					\$100
EQUIPMENT							
Expendable Equipment							
Non-expendable Equipment		1,000					1,000
TOTAL EQUIPMENT		\$1,000					\$1,000
CONSULTANTS							
OTHER COSTS:							
Rent/Bldg. Maintenance	200						200
Communications	250						250
Utilities	300						300
Office Supplies	200						200
Printing	250						250
Postage	50						50
Employee Screening/Testing							
Repairs & Maintenance	200						200
Outreach/Advertising	400		150				550
Outside Services							
Insurance	350						350
Publications/Members.	50						50
Other: Audit/Outside Professional	300						300
TOTAL OTHER COSTS	\$2,550		\$150				\$2,700
* INDIRECT COSTS							
TOTAL PROGRAM COSTS	\$41,289	\$1,100	\$4,650				\$47,039

Amendment Number 2 to Agreement Number AA-PPSC-S4S-1819

9.3. Title III C-1 – Congregate Meals

LINE ITEMS FOR PROGRAM COST CATEGORIES	AAA FUNDS	MATCH		NSIP	NON-MATCH			PROGRAM INCOME	TOTAL
		CASH	IN-KIND		CASH	IN-KIND	REALIGNMENT		
Salaries	18,914	556	52,000		15,000		22,580	10,000	119,050
Benefits	19,400							2,000	21,400
TOTAL PERSONNEL	\$38,314	\$556	\$52,000		\$15,000		\$22,580	\$12,000	\$140,450
Staff Travel		200							200
Staff Training		100							100
TOTAL TRAVEL & TRNG.		\$300							\$300
Expendable Equipment									
Non-expendable Equipment		5,000							5,000
TOTAL EQUIPMENT		\$5,000							\$5,000
Catered Meals									
Raw Food	23,047	367		8,186				3,400	35,000
TOTAL MEALS	\$23,047	\$367		\$8,186				\$3,400	\$35,000
CONSULTANTS		1,300							\$1,300
Rent/Bldg. Maintenance	1,000	4,900						300	6,200
Communications		750						100	850
Utilities	3,000	2,200							5,200
Office Supplies		400						150	550
Food Service Supplies	1,000	150						200	1,350
Printing		250						100	350
Postage		70						30	100
Employee Recruitment/Screening									
Repairs & Maintenance	3,000	1,000						500	4,500
Vehicle Operation	900								900
Outreach/Advertising			1,000						1,000
Outside Services									
Insurance		580						320	900
Publications/Members	1,000								1,000
Other. Audt/Outside Professional		300						300	600
TOTAL OTHER COSTS	\$9,900	\$10,600	\$1,000					\$2,000	\$23,500
* INDIRECT COSTS									
TOTAL PROGRAM COSTS	\$71,261	\$18,123	\$53,000	\$8,186	\$15,000		\$22,580	\$17,400	\$205,550

Amendment Number 2 to Agreement Number AA-PPSC-S4S-1819

9.4. Title III C-2 – Home Delivered Meals

LINE ITEMS FOR PROGRAM COST CATEGORIES	AAA FUNDS	MATCH		NSIP	ONE-TIME-ONLY COUNTY FUNDS		NON-MATCH		PROGRAM INCOME	TOTAL
		CASH	IN-KIND		MATCH	NON-MATCH	CASH	IN-KIND		
Salaries	13,860	10,000	71,200			23,050	51,000		10,000	179,110
Benefits						30,230			2,000	32,230
TOTAL PERSONNEL	\$13,860	\$10,000	\$71,200			53,280	\$51,000		\$12,000	\$211,340
Staff Travel		220								220
Staff Training			130							130
TOTAL TRAVEL & TRNG.		350								\$350
Expendable Equipment										
Non-expendable Equipment		5,000								5,000
TOTAL EQUIPMENT		\$5,000								\$5,000
Catered Meals										
Raw Food	26,437	46,582		21,678					25,000	119,697
TOTAL MEALS	\$26,437	\$46,582		\$21,678					\$25,000	\$119,697
CONSULTANTS			1,850							1,850
Rent/Bldg. Maintenance	4,000									4,000
Communications	1,350									1,350
Utilities	8,000									8,000
Office Supplies	650									650
Food Service Supplies	21,500									21,500
Printing	400									400
Postage	100									100
Employee Recruitment/Screening										
Repairs & Maintenance	4,000	100								4,100
Vehicle Operation	1,300									1,300
Outreach/Advertising			1,000							1,000
Outside Services									850	850
Insurance	1,000	300								1,300
Publications/Members.		50								50
Other, Audit / Outside Professional	393	407								800
TOTAL OTHER COSTS	\$42,693	\$857	\$1,000						\$850	45,400
* INDIRECT COSTS										
TOTAL PROGRAM COSTS	\$82,980	\$64,639	\$72,200	\$21,678		53,280	\$51,000		\$37,850	\$383,637

Amendment Number 2 to Agreement Number AA-PPSC-S4S-1819

9.7. Title III B – Information and Assistance

LINE ITEMS FOR PROGRAM COST CATEGORIES	AAA FUNDS	MATCH		NON-MATCH		PROGRAM INCOME	TOTAL
		CASH	IN-KIND	CASH	IN-KIND		
PERSONNEL							
Salaries	6,260	20	1,500				7,780
Benefits							
TOTAL PERSONNEL	\$6,260	\$20	\$1,500				\$7,780
TRAVEL & TRAINING							
Staff Travel	40	40					80
Staff Training			25				25
TOTAL TRAVEL & TRNG.	\$40	\$65					\$105
EQUIPMENT							
Expendable Equipment							
Non-expendable Equipment							
TOTAL EQUIPMENT							
CONSULTANTS							
OTHER COSTS:							
Rent/Bldg. Maintenance	200						200
Communications	250						250
Utilities	300						300
Office Supplies	200						200
Printing	250						250
Postage	50						50
Employee Screening/Testing							
Repairs & Maintenance	200						200
Outreach/Advertising	550						550
Outside Services							
Insurance	350						350
Publications/Members.	50						50
Other: Audit/Outside Professional	300						300
TOTAL OTHER COSTS	\$2,700						\$2,700
* INDIRECT COSTS							
TOTAL PROGRAM COSTS	\$9,000	\$85	\$1,500				\$10,585

Amendment Number 2 to Agreement Number AA-PPSC-S4S-1819

Except as expressly modified in this Amendment, the terms and conditions of Agreement Number AA-PPSC-S4S-1819 shall remain in full force.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be fully executed by their authorized representatives.

This Amendment shall be effective on and as of the date of the last signature.

CONTRACTOR:

COUNTY OF SONOMA

PETALUMA PEOPLE SERVICES CENTER

By: *Elece Hempel*
Name: Elece Hempel
Title: Executive Director

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

Date: 11/06/2018

Date: _____

APPROVED AS TO SUBSTANCE FOR COUNTY:

By: *Paul Dunaway*
Name: Paul Dunaway
Title: Director
Adult & Aging Services Division
Human Services Department

[]

EXEMPT FROM COUNTY COUNSEL REVIEW

APPROVED AS TO FORM FOR COUNTY:

By: *[Signature]*
County Counsel

North Coast Opportunities, Inc.
AMENDMENT Number 2
to the Agreement to Provide
FAMILY CAREGIVER SUPPORT
Agreement Number: AA-NCO-FCS-1819
Funding Amount: **\$252,229**
Term: **7/1/2018 to 6/30/2019**

On July 1, 2018, the County of Sonoma (hereinafter referred to as "County"), and North Coast Opportunities, Inc., a California non-profit corporation (hereinafter referred to as "Contractor"), executed an agreement to provide Family Caregiver Support services.

As provided by Article 13.7, Merger, the parties hereby evidence their intent and desire to amend the Agreement to add Thirty-Three Thousand Two Hundred Twenty Dollars (\$33,220) of Older American Act (OAA) funds to augment Caregiver Support services. The parties mutually desire to amend said Agreement specifically to:

1. Replace Article 2, Payment, to increase the not-to-exceed total to Two Hundred Fifty-Two Thousand Two Hundred Twenty-Nine Dollars (\$252,229);
2. Replace the Funding Allocation Summary in Section 8 of Exhibit B, Fiscal Provisions/Budget; and
3. Replace the Budget in Section 9.1 of Exhibit B for Title III E – Support Services.

RECITALS

- A. The purpose of this Amendment is to modify the terms and conditions of this Agreement between the County and Contractor.
- B. The parties hereto are desirous of modifying the Agreement in accordance with the terms and conditions set forth herein.

SPECIFIC PROVISIONS

2. Payment. For all services and incidental costs required hereunder, Contractor shall be paid on a cost reimbursement basis in accordance with the budgets set forth in "Exhibit B: Fiscal Provisions/Budget" (hereinafter "Exhibit B"), attached hereto and incorporated herein by this reference. Contractor shall be paid an amount not to exceed Two Hundred Fifty-Two Thousand Two Hundred Twenty-Nine Dollars (\$252,229), without the prior written approval of County. Expenses not expressly authorized by the Agreement shall not be reimbursed.

Unless otherwise noted in this agreement, payments shall be made within the normal course of county business after presentation of an invoice in a form approved by the County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County.

EXHIBIT B: Fiscal Provisions/Budget

8. Funding Allocation Summary.

Program		Area Agency on Aging (AAA) Funds			FY 18/19 Baseline and OTO Funding	Total FY 18/19 Contract
		Federal	Baseline Increase	One-Time- Only (OTO)		
Caregiver Support	CFDA# 93.052	\$67,000	\$33,220	\$0	\$100,220	\$100,220
Caregiver Respite	CFDA# 93.052	\$130,000	\$0	\$0	\$130,000	\$130,000
Disease Prevention & Health Promotion	CFDA# 93.043	\$22,009	\$0	\$0	\$22,009	\$22,009
Total		\$219,009	\$33,220	\$0	\$252,229	\$252,229

9. Budget.

9.1. Title III E – Support Services

LINE ITEMS FOR PROGRAM COST CATEGORIES	AAA FUNDS	MATCH		COUNTY REALIGNMENT		NON-MATCH		PROGRAM INCOME	TOTAL
		CASH	IN-KIND	MATCH	NON-MATCH	CASH	IN-KIND		
PERSONNEL									
Salaries	67,696	16,531							84,227
Benefits	20,308	4,958							25,266
TOTAL PERSONNEL	\$88,004	\$21,489							\$109,493
TRAVEL & TRAINING									
Staff Travel									
Staff Training									
TOTAL TRAVEL & TRNG.									
EQUIPMENT									
Expendable Equipment									
Non-expendable Equipment									
TOTAL EQUIPMENT									
TOTAL CONSULTANTS									
OTHER COSTS:									
Rent/Bldg. Maintenance		8,604							8,604
Communications									
Utilities		1,000							1,000
Office Supplies									
Printing									
Postage		400							400
Equipment Rental									
Repairs & Maintenance									
Outreach/Advertising									
Outside Services	5,000								5,000
Insurance									
Publications/Memberships									
Other:									
TOTAL OTHER COSTS	\$5,000	\$10,004							\$15,004
* INDIRECT COSTS	\$7,216	\$2,682							\$9,798
TOTAL PROGRAM COSTS	\$100,220	\$34,075							\$134,295

Amendment Number 2 to Agreement Number AA-NCO-FCS-1819

Except as expressly modified in this Amendment, the terms and conditions of Agreement Number AA-NCO-FCS-1819 shall remain in full force.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be fully executed by their authorized representatives.

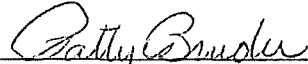
This Amendment shall be effective on and as of the date of the last signature.

CONTRACTOR:

COUNTY OF SONOMA

North Coast Opportunities, Inc.

By:



Patty Bruder
Executive Director

By:


Karen Fies
Director
Human Services Department

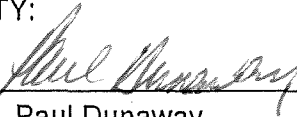
Date:

11-5-18

Date:

APPROVED AS TO SUBSTANCE FOR
COUNTY:

By:



Paul Dunaway
Director
Adult & Aging Division
Human Services Department

APPROVED AS TO FORM FOR
COUNTY:

[]

EXEMPT FROM COUNTY COUNSEL
REVIEW

By:


County Counsel

Senior Advocacy Services
AMENDMENT Number 2
to the Agreement to Provide
**SERVICES RELATED TO THE HEALTH INSURANCE COUNSELING AND
ADVOCACY PROGRAM (HICAP), THE MEDICARE IMPROVEMENTS FOR
PATIENTS AND PROVIDERS ACT (MIPPA) AND THE OMBUDSMAN PROGRAM**
Agreement Number: AA-SAS-ADV-1819
Funding Amount: **\$715,545**
Term: **7/1/2018 to 6/30/2019**

On July 1, 2018, the County of Sonoma (hereinafter referred to as "County"), and Senior Advocacy Services, a California non-profit corporation (hereinafter referred to as "Contractor"), executed an agreement to provide Health Insurance Counseling and Advocacy Program (HICAP), the Medicare Improvements for Patients and Providers Act (MIPPA), and the Ombudsman Program.

As provided by Article 13.7, Merger, the parties hereby evidence their intent and desire to amend the Agreement to make adjustments to funding allocations and add Seventy-Four Thousand Three Hundred Thirty-Nine Dollars (\$74,339) of Older American Act (OAA), One-Time-Only (OTO), and State funds to augment services. The parties mutually desire to amend said Agreement specifically to:

1. Replace Article 2, Payment, to increase the not-to-exceed total to Seven Hundred Fifteen Thousand Five Hundred Forty-Five Dollars (\$715,545);
2. Replace the Funding Allocation Summary in Section 8 of Exhibit B, Fiscal Provisions/Budgets;
3. Replace the Budget in Section 9.1 of Exhibit B for "Title III B – Ombudsman";
4. Replace the Budget in Section 9.2 of Exhibit B for "Title VII A – Ombudsman";
5. Replace the Budget in Section 9.3 of Exhibit B for "Title VII B – Elder Abuse";
and
6. Replace the Budget in Section 9.4 of Exhibit B for "Ombudsman Special Deposit".

RECITALS

- A. The purpose of this Amendment is to modify the terms and conditions of this Agreement between the County and Contractor.
- B. The parties hereto are desirous of modifying the Agreement in accordance with the terms and conditions set forth herein.

SPECIFIC PROVISIONS

2. **Payment.** For all services and incidental costs required hereunder, Contractor shall be paid on a cost reimbursement basis in accordance with the budgets set forth in “**Exhibit B: Fiscal Provisions/Budget**” (hereinafter “**Exhibit B**”), attached hereto and incorporated herein by this reference. Contractor shall be paid an amount not to exceed Seven Hundred Fifteen Thousand Five Hundred Forty-Five Dollars (\$715,545), without the prior written approval of County. Expenses not expressly authorized by the Agreement shall not be reimbursed.

Unless otherwise noted in this agreement, payments shall be made within the normal course of county business after presentation of an invoice in a form approved by the County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County.

Exhibit B: Fiscal Provisions/Budget

8. **Funding Allocation Summary.**

Program		Area Agency on Aging (AAA) Funds					FY 18/19 Baseline and OTO Funding	Total FY 18/19 Contract
		Federal	Federal Baseline Increase	One-Time- Only (OTO)	State	State Baseline Increase		
Ombudsman	CFDA#s							
IIIB Omb Supportive Services	93.044	\$21,697	\$20,000	\$0	\$0	\$0	\$41,697	\$41,697
IIIB Omb	93.044	\$27,645	\$0	\$50	\$19,912	\$61,979	\$109,586	\$109,586
Subtotal Ombudsman IIIB	93.044	\$49,342	\$20,000	\$50	\$19,912	\$61,979	\$151,283	\$151,283
VIIA Omb	93.042	\$35,866	\$6,252	\$623	\$0	\$0	\$42,741	\$42,741
VIIB - Elder Abuse	93.041	\$6,888	\$0	\$503	\$0	\$0	\$7,391	\$7,391
Public Health L&C Program		\$0	\$0	\$0	\$7,957	\$0	\$7,957	\$7,957
SHF Citation Penalties Acct		\$0	\$0	\$0	\$15,456	\$0	\$15,456	\$15,456
SNF Quality & Accountability		\$0	\$0	\$0	\$37,796	\$0	\$37,796	\$37,796
Subtotal OMB-Special Deposit-SNF QA	NA	\$0	\$0	\$0	\$61,209	\$0	\$61,209	\$61,209
Ombudsman Total	93.044 93.042 93.041	\$92,096	\$26,252	\$1,176	\$81,121	\$61,979	\$262,624	\$262,624
HICAP Total	93.779	\$397,916	\$0	\$0	\$0	\$0	\$397,916	\$397,916
MIPPA (7/1/18-9/29/18) Total	93.071	\$14,392	\$0	\$0	\$0	\$0	\$14,392	\$14,392
MIPPA (10/1/18-6/30/19) Total	93.071	\$40,613	\$0	\$0	\$0	\$0	\$40,613	\$40,613
Total		\$545,017	\$26,252	\$1,176	\$81,121	\$61,979	\$715,545	\$715,545

9. Budgets.

9.1. Title III B – Ombudsman

LINE ITEMS FOR PROGRAM COST CATEGORIES	AAA FUNDS	MATCH		NON-MATCH		PROGRAM INCOME	TOTAL
		CASH	IN-KIND	CASH	IN-KIND		
PERSONNEL							
Salaries	99,334		12,000				111,334
Benefits	19,867						19,867
TOTAL PERSONNEL	\$119,200		\$12,000				\$131,200
TRAVEL & TRAINING							
Staff Travel				1,850			1,850
Staff Training				37			37
TOTAL TRAVEL & TRNG.				\$1,887			\$1,887
EQUIPMENT							
Expendable Equipment							
Non-expendable Equipment							
TOTAL EQUIPMENT							
TOTAL CONSULTANTS							
OTHER COSTS:							
Rent/Bldg. Maintenance	9,949						9,949
Communications	1,437						1,437
Utilities				284			284
Office Supplies	1,729						1,729
Printing	1,513						1,513
Postage	713						713
Employee Mileage	691						691
Repairs & Maintenance				107			107
Outreach/advertising				370			370
Outside Services	6,917			2,429			9,346
Insurance	2,594			1,437			4,031
Publications/Members.				222			222
Other	6,540			1,312			7,852
TOTAL OTHER COSTS	\$32,083			\$6,161			\$38,244
* INDIRECT COSTS							
TOTAL PROGRAM COSTS	\$151,283		\$12,000	\$8,048			\$171,331

9.2. Title VII A – Ombudsman

LINE ITEMS FOR PROGRAM COST CATEGORIES	AAA FUNDS	MATCH		NON-MATCH		PROGRAM INCOME	TOTAL
		CASH	IN-KIND	CASH	IN-KIND		
PERSONNEL							
Salaries	31,557			10,000			41,557
Benefits	4,765			3,655			8,420
TOTAL PERSONNEL	\$36,322			\$13,655			\$49,977
TRAVEL & TRAINING							
Staff Travel				1,250			1,250
Staff Training				25			25
TOTAL TRAVEL & TRNG.				\$1,275			\$1,275
EQUIPMENT							
Expendable Equipment							
Non-expendable Equipment							
TOTAL EQUIPMENT							
TOTAL CONSULTANTS							
OTHER COSTS:							
Rent/Bldg. Maintenance	3,907						3,907
Communications				878			878
Utilities				156			156
Office Supplies				659			659
Printing				512			512
Postage				242			242
Employee Screening/Testing							
Repairs & Maintenance				65			65
Outreach/advertising				226			226
Outside Services	2,512			565			3,077
Insurance				878			878
Publications/Members.				136			136
Other				682			682
TOTAL OTHER COSTS	\$6,419			\$4,999			\$11,418
* INDIRECT COSTS							
TOTAL PROGRAM COSTS	\$42,741			\$19,929			\$62,670

9.3. Title VII B – Elder Abuse

LINE ITEMS FOR PROGRAM COST CATEGORIES	AAA FUNDS	MATCH		NON-MATCH		PROGRAM INCOME	TOTAL
		CASH	IN-KIND	CASH	IN-KIND		
PERSONNEL							
Salaries	6,215			62			6,277
Benefits	1,170						1,170
TOTAL PERSONNEL	\$7,385			\$62			\$7,447
TRAVEL & TRAINING							
Staff Travel							
Staff Training							
TOTAL TRAVEL & TRNG.							
EQUIPMENT							
Expendable Equipment							
Non-expendable Equipment							
TOTAL EQUIPMENT							
TOTAL CONSULTANTS							
OTHER COSTS:							
Rent/Bldg. Maintenance							
Communications							
Utilities							
Office Supplies							
Printing							
Postage							
Employee Screening/Testing							
Repairs & Maintenance							
Outreach/advertising							
Outside Services							
Insurance							
Publications/Members.							
Other	6						6
TOTAL OTHER COSTS	\$6						\$6
* INDIRECT COSTS							
TOTAL PROGRAM COSTS	\$7,391			\$62			\$7,453

9.4. Ombudsman Special Deposit

LINE ITEMS FOR PROGRAM COST CATEGORIES	AAA FUNDS	MATCH		NON-MATCH		PROGRAM INCOME	TOTAL
		CASH	IN-KIND	CASH	IN-KIND		
PERSONNEL							
Salaries	53,474			5,561			59,035
Benefits	5,084			2,000			7,084
TOTAL PERSONNEL	\$58,558			\$7,561			\$66,119
TRAVEL & TRAINING							
Staff Travel				2,503			2,503
Staff Training				40			40
TOTAL TRAVEL & TRNG.				\$2,543			\$2,543
EQUIPMENT							
Expendable Equipment							
Non-expendable Equipment							
TOTAL EQUIPMENT							
TOTAL CONSULTANTS							
OTHER COSTS:							
Rent/Bldg. Maintenance	2,651			4,323			6,974
Communications				1,568			1,568
Utilities				279			279
Office Supplies				1,176			1,176
Printing				915			915
Postage				431			431
Employee Screening/Testing							
Repairs & Maintenance				116			116
Outreach/advertising				404			404
Outside Services				5,493			5,493
Insurance				1,568			1,568
Publications/Members.							
Other				1,191			1,191
TOTAL OTHER COSTS	\$2,651			\$17,464			\$20,115
* INDIRECT COSTS							
TOTAL PROGRAM COSTS	\$61,209			\$27,568			\$88,777

Except as expressly modified in this Amendment, the terms and conditions of Agreement Number AA-SAS-ADV-1819 shall remain in full force.


IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be fully executed by their authorized representatives.

This Amendment shall be effective on and as of the date of the last signature.

CONTRACTOR:

COUNTY OF SONOMA

SENIOR ADVOCACY SERVICES

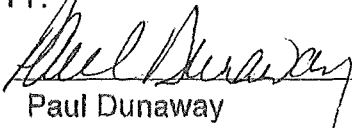
By: 
Crista Chelemedos
Executive Director

By: _____
Karen Fies
Director
Human Services Department

Date: 10/31/18

Date: _____

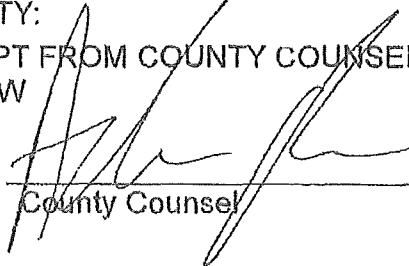
APPROVED AS TO SUBSTANCE FOR COUNTY:

By: 
Paul Dunaway
Director
Adult & Aging Division
Human Services Department

APPROVED AS TO FORM FOR COUNTY:

[]

EXEMPT FROM COUNTY COUNSEL REVIEW

By: 
County Counsel



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 18
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: January 8, 2019

Vote Requirement: 4/5

Department or Agency Name(s): Human Services Department

Staff Name and Phone Number:

Katie Greaves, 565-8501

Supervisorial District(s):

County-wide

Title: Human Services Department Approval of New Position and Funding from the California Work Opportunity and Responsibility to Kids (CalWORKs) Housing Support Program (HSP), and Catholic Charities Contract Amendment

Recommended Actions:

- 1) Adopt a budget resolution authorizing adjustments to the Human Services Department's FY 2018-19 budget to add appropriation of \$250,354 for one new position and additional temporary shelter and direct client assistance program funding from the California Work Opportunity and Responsibility to Kids (CalWORKs) Housing Support Program (HSP). (4/5 vote)
- 2) Adopt a position resolution to add 1.0 FTE Employment and Training Program Coordinator position to provide additional housing supportive services to Housing Support Program (HSP) families.
- 3) Authorize a contract increase of \$70,000 for agreement ET-CCSR-HSP-1819 with Catholic Charities to provide additional direct financial housing assistance to support SonomaWORKS families. The executed Catholic Charities agreement will increase from \$385,603 to \$455,603. The increase would be earmarked for direct housing payments for clients. The term of this agreement is July 1, 2018 through June 30, 2019.

Executive Summary:

Several new programmatic changes have developed since the FY 2018-2019 Human Services Department budget was submitted to the Board of Supervisors for approval. As a result of changing needs and an increase in funding, the Human Services Department requests the following actions:

- (1) Add appropriation of \$250,354 to the FY 2018-2019 budget from the California Work Opportunity and Responsibility to Kids (CalWORKs) Housing Support Program (HSP) to provide for a new specialized position and increased supportive services for Housing Support Program participants.
- (2) Addition of 1.0 FTE Employment and Training Program Coordinator position to the Employment and Training Division. This specialized position will be fully funded by the California Department of Social Services (CDSS) and will provide additional supportive services for non-Welfare-to-Work and the more difficult to house Housing Support Program (HSP) families.

(3) On June 11, 2018, as part of the FY 18-19 budget process, the Board of Supervisors approved a contract with Catholic Charities to administer the SonomaWORKS Housing Support Program (HSP) in the amount of \$385,603. \$50,000 of this amount is currently slated for direct financial assistance for clients, such as hotels, utility deposits, moving expenses and home habitability items. In the first quarter of this contract year, there has been an increased need for direct client assistance payments, especially for short-term assistance such as hotels. The set aside amount of \$50,000 for direct client funding will not cover projected needs in 2018-2019. The Human Services Department is requesting that the Board authorize an increase to Catholic Charities for a new contract total of \$455,603. The additional \$70,000 will be earmarked for direct client housing assistance.

Discussion:

The SonomaWORKS Housing Support Program (HSP) utilizes a Housing First model to address the immediate and long term housing needs of SonomaWORKS clients. The program comprises a unique partnership between the Sonoma County Human Services Department, the Sonoma County Community Development Commission, and Catholic Charities. The SonomaWORKS HSP was implemented in 2014 and is entering its fifth year. Since inception, the program has housed 208 SonomaWORKS families.

The HSP program has three primary partners, all of which are able to access the funding set aside for direct housing payments:

The Sonoma County Human Services Department (HSD) is the administrator of the SonomaWORKS program and is the grantee for the Housing Support Program. HSD is responsible for overall client case management, evaluation, referrals to the Housing Support Program and authorization of housing assistance payments.

The Sonoma County Community Development Commission (CDC), as the lead agency for homeless and housing programs and the administrator of the Homeless Management Information System (HMIS), plays a key role in the Housing Support Program by processing direct payments for rent, deposits, utilities and home habitability items, such as mattresses and bedding. The CDC issues housing payments by means of county-issued checks through the auditor's office using the HSP funds currently included in the 18-19 Human Service Department budget reserved for client housing assistance. The CDC also collects and tracks client housing data using the Homeless Management Information System (HMIS).

Catholic Charities is the HSP contractor, providing housing locator services, housing-related case management, financial literacy education, and housing retention services. In addition, Catholic Charities provides short-term housing financial assistance payments via credit card for vendors that do not accept county-issued checks or for those items that require expedited payment, such as hotels, moving expenses, utilities and credit application expenses.

California Department of Social Services California Work Opportunity and Responsibility to Kids funding for the Housing Support Program

The SonomaWORKS Housing Support Program (HSP) is funded by the California Department of Social Services (CDSS) California Work Opportunity and Responsibility to Kids (CalWORKs) Housing Support Program (HSP). On October 12, 2018, the Human Services Department was awarded an additional \$250,354 for the Housing Support Program, bringing the total Housing Support Program allocation up to \$1,219,825. Base allocation funding (\$969,471) from the prior FY 2017-18 was initially awarded for FY 2018-19, until the Request for Proposals application process could be completed. Through this process,

Sonoma County Human Services applied for additional ongoing funding to support the need for additional caseload management and to cover the increased need for temporary shelter expenses and direct client financial supports. The increase of \$250,354 was awarded with the intent to cover the addition of a specialized Employment and Training Coordinator position and to increase funding available for temporary shelter and direct client financial supports. The additional funding will be used to enhance the department's ability to find and place families into safe and available housing.

Employment and Training Program Coordinator position at SonomaWORKS

With the additional funding, the Human Services Department is requesting to add 1.0 FTE Employment and Training Coordinator position in the Employment and Training Division to provide intensive housing support services to families enrolled in SonomaWORKS Housing Support Program (HSP). This specialized position will provide intensive case management, resource assistance, linkages to other necessary safety net services out in the community and assist with mutual case collaboration with other Health and Human Services agencies, such as Behavioral Health and Family Youth and Children Services.

The Employment and Training Program Coordinator position will be supervised by the Housing Program Planning and Evaluation Analyst in the Employment and Training Division. This position will not supervise other staff. The position will be funded solely by the California Department of Social Services (CDSS) California Work Opportunity and Responsibility to Kids Housing Support Program.

The Human Services Department currently has two positions, a Senior Office Assistant and an Office Assistant II, which have been vacant longer than nine months and are subject to the hiring freeze approved by the Board of Supervisors on December 11, 2018. These two frozen positions are not appropriate job classifications to perform the full scope of duties as described above; therefore, the Human Services Department is requesting the new Employment & Training Coordinator allocation, notwithstanding the recently implemented hiring freeze for select vacant positions.

Catholic Charities Contract Amendment

The existing HSD contract with Catholic Charities currently totals \$385,603 with \$50,000 of this funding earmarked for temporary shelter expenses and direct client financial assistance. Catholic Charities, unlike the CDC, is able to make payments via credit card which is essential for vendors, such as hotels, that do not accept county-issued checks.

Human Services would like to add \$70,000 to the contract, providing a total of \$120,000 for direct client assistance. This increase will allow Catholic Charities to authorize additional direct payments for client needs that require a credit card and/or expedited payments, such as hotels, moving trucks and utility deposits.

Prior Board Actions:

On June 11, 2018, as part of the FY 18-19 budget process, the Board of Supervisors approved the base funding for the Housing Support Program in the amount of \$969,471 and a contract with Catholic Charities to administer the SonomaWORKS Housing Support Program in the amount of \$385,603.

Strategic Plan Alignment Goal 3: Invest in the Future

This agreement provides essential housing support and education to assist SonomaWORKS participants in their transition to self-sufficiency.

Fiscal Summary			
Expenditures	FY 18-19 Adopted	FY 19-20 Projected	FY 20-21 Projected
Budgeted Expenses	969,471	1,219,825	1,219,825
Additional Appropriation Requested	250,354		
Total Expenditures	1,219,825	1,219,825	1,219,825
Funding Sources			
General Fund/WA GF			
State/Federal	1,219,825	1,219,825	1,219,825
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	1,219,825	1,219,825	1,219,825
Narrative Explanation of Fiscal Impacts:			
<p>The additional FY 2018-19 budget appropriations requested include the salary and benefit expenses for a 1.0 FTE Employment and Training Program Coordinator position and an increase in funding for temporary shelter expenses and direct client financial supports. (\$67,000(position) + \$183,354 (shelter and direct financial supports; includes Catholic Charities contract increase) = \$250,354). No county general funds are requested. A state CalWORKs HSP program allocation will fund the appropriation. There is no fiscal impact for the contract amendment. The increase will allow Catholic Charities to authorize direct payments for client needs, such as hotels, moving trucks and utility deposits.</p>			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Employment & Training Program Coordinator	\$5,131-\$6,239	+1.0 FTE	0
Narrative Explanation of Staffing Impacts (If Required):			
None			
Attachments:			
Budget Resolution Position Resolution Catholic Charities Contract Amendment			
Related Items "On File" with the Clerk of the Board:			
None			



County of Sonoma
State of California

Date: January 8, 2019

Item Number: _____

Resolution Number: _____



4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, authorizing budgetary adjustments to the FY 18-19 budget in the amount of \$250,354 for the Human Services Department to reflect the increased funding from the California Department of Social Services (CDSS) for the Housing Support Program (HSP) within the larger CalWORKS (California Work Opportunities and Responsibility to Kids) welfare program effective 1/8/2019.

Whereas, the Board has adopted the Fiscal Year 2018-19 Budget for all Governmental Entities within its jurisdiction, in accordance with Section 29088 of the Government Code of the State of California, and

Whereas, the Government Code allows for adjustments to the Adopted Budget during the 2018-19 Fiscal Year;

Now, Therefore, Be It Resolved that the County Auditor-Controller is hereby authorized and directed to adjust the Human Services Department's Fiscal Year 2018-19 Adopted Budget for the attached increases (Attachment 1 – Recap page).

Supervisors:

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

	Gross Expenditures	Revenue & Reimbursement	Net Cost
Human Services Department			
Human Services - Special Revenue Funds			
The Sonoma County Human Services Department (HSD) is the administrator of the SonomaWORKS program and is the grantee for the Housing Support Program. HSD is responsible for overall client case management, evaluation, and referrals to the Housing Support Program. Through an approved budget resolution HSD will (1) Add appropriation of \$250,354 to the FY 2018-2019 budget from CalWORKs-HSP to provide for a new specialized position and increased supportive services for Housing Support Program participants; and (2) add an Employment and Training Program Coordinator position (1.0 FTE) to the Employment and Training Division. This specialized position will be fully funded by the California Department of Social Services (CDSS) and help administer HSP for families in need.	\$ 250,354	\$ 250,354	\$ -
<hr/>			
GRAND TOTAL ADJUSTMENTS	\$ 250,354	\$ 250,354	\$ -



County of Sonoma

State of California

Date: January 8, 2019

Item Number: _____

Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Amending The Human Services Department Position Allocations List To Reflect The Addition
Of 1.0 Full-Time Equivalent Employment & Training Coordinator To The Employment And
Training Division**

Whereas, the Human Services Department is requesting authorization to add one Employment and Training Coordinator position, and

Whereas, the position will be supported by additional CalWORKS appropriation for the Housing Support Program, and

Whereas, the SonomaWORKS Housing Support Program provides additional housing support to families and the specialized position will provide supports for non-Welfare-to-Work and harder to house HSP families through intensive case management, evaluation, ancillary, Welfare-to-Work services and resource assistance, and

Whereas, the position will assist SonomaWORKS participants in their transition to self-sufficiency and potentially off of aid, and

Now, Therefore, Be It Resolved by the Board of Supervisors of the County of Sonoma that the Departmental Position Allocation List of the Human Services Department be amended as follows:

Human Services Department

Budget Index	Job Class	Class Title	Existing Positions for Job Class	Change in Position Allocation	New Allocation for Job Class	Duration or End Date	Salary Range
24030130	3038	Employment & Training Coordinator	9.00	1.00	10.00	On-Going	2950
				1.00			

Resolution #

Date:

Page 2

Supervisors:

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

**Catholic Charities of the Diocese of Santa Rosa
Amendment Number 1**

to the Agreement to Provide

HOUSING SUPPORT PROGRAM SERVICES

Agreement Number: ET-CCSR-HSP-1819

Funding Amount: **\$455,603**

Term: 07/01/2018 to 06/30/2019

On July 1, 2018, the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Catholic Charities of the Diocese of Santa Rosa, a California non-profit corporation (hereinafter "Contractor") executed an Agreement to provide Housing Support Program Services.

As provided by Article 13.7, Merger, the parties hereby evidence their intent and desire to amend the Agreement, specifically, Article 2, Payment, and Exhibit B, Article 7, Budget, to increase the total agreement amount by Seventy Thousand Dollars (\$70,000), for a new total amount not to exceed Four Hundred Fifty-Five Thousand Six Hundred Three Dollars (\$455,603). The parties mutually desire to amend the Agreement and to incorporate Exhibit B-1, Line Item Transfer Request.

RECITALS

- A. The purpose of this Amendment is to modify the terms and conditions of this Agreement between the County and Contractor.
- B. The parties hereto are desirous of modifying the Agreement in accordance with the terms and conditions set forth herein.

SPECIFIC PROVISIONS

Specific Provisions of the Agreement are amended as follows:

2. Payment.

For all services and incidental costs required hereunder, Contractor shall be paid on a cost reimbursement basis in accordance with the budget set forth in "Exhibit B: Fiscal Provisions/Budget" (hereinafter "Exhibit B"), attached hereto and incorporated herein by this reference. Contractor shall be paid an amount not to exceed Four Hundred Fifty-Five Thousand Six Hundred Three Dollars (\$455,603), without the prior written approval of County. Expenses not expressly authorized by the Agreement shall not be reimbursed.

Unless otherwise noted in this agreement, payments shall be made within the normal course of county business after presentation of an invoice in a form approved by the County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County.

EXHIBIT B: Fiscal Provisions / Budget7. Revised Budget

Program Name: Housing Support Program		Fiscal Year: 2018 / 2019
Agency Name: Catholic Charities of the Diocese of Santa Rosa		
Item No.	Line Item Description	Amount
1	Staff Salaries	194,552
2	Staff Benefits	75,931
3	Rental / Lease of Facility	
4	Utilities / Building Maintenance	
5	Telephone / Communications	2,000
6	Insurance Expense	
7	Equipment Rental / Lease / Maintenance	
8	Office Supplies / Expenses	500
9	Books / Educational Materials	1,565
10	Staff Mileage / Travel	8,000
11	Staff Training / Conferences	
12	Other: Computer Consultant	
13	Other: Client Tracking Software & Consultant	18,000
14	Other: Direct Client Assistance	120,000
15	Other: Printing	
16	Indirect Costs @ 10%	35,055
Subtotal		455,603
17	Subcontractors and Services	
PROGRAM BUDGET TOTALS:		455,603

Exhibit B-1: Line Item Transfer Request

	Budget Line Item	Original Budget	Change (+ or -)	Revised Budget	Explanation
1	Staff Salaries	\$194,552.00		\$194,552.00	
2	Staff Benefits	\$75,931.00		\$75,931.00	
3	Rental / Lease of Facility				
4	Utilities / Building Maintenance				
5	Telephone / Communications	\$2,000.00		\$2,000.00	
6	Insurance Expense				
7	Equipment Rental / Lease / Maintenance				
8	Office Supplies / Expenses	\$500.00		\$500.00	
9	Books / Educational Materials	\$1,565.00		\$1,565.00	
10	Staff Mileage / Travel	\$8,000.00		\$8,000.00	
11	Staff Training / Conferences				
12	Other: Computer Consultant				
13	Other: Client Tracking Software and Consultant	\$18,000.00		\$18,000.00	
14	Other: Direct Client Assistance	\$50,000.00	\$70,000.00	\$120,000.00	Increase funding for direct client assistance
15	Other: Printing				
16	Indirect Costs @ 10%	\$35,055.00		\$35,055.00	
	Subtotal	\$385,603.00	\$70,000.00	\$455,603.00	
17	Subcontractors and Services				
	Program Budget Total	\$385,603.00	\$70,000.00	\$455,603.00	

Except as expressly modified in this Amendment, the terms and conditions of Agreement Number ET-CCSR-HSP-1819 shall remain in full force.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be fully executed by their authorized representatives.

This Amendment shall be effective on and as of the date of the last signature.

CONTRACTOR:

COUNTY OF SONOMA:

Catholic Charities of the Diocese of Santa Rosa

By: Len Marabella
Name: Len Marabella
Title: Executive Director

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

Date: 11/7/18

Date: _____

APPROVED AS TO SUBSTANCE FOR COUNTY

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

EXEMPT FROM COUNTY COUNSEL REVIEW

APPROVED AS TO FORM FOR COUNTY:

By: [Signature]
County Counsel

CERTIFICATES OF INSURANCE ON FILE WITH COUNTY

INSURANCE REQUIREMENT CHANGES APPROVED BY RISK MANAGEMENT

By: Julie Sabbag



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 19
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: January 8, 2019

Vote Requirement: Majority

Department or Agency Name(s): Permit Sonoma

Staff Name and Phone Number:

Yolanda Solano, 565-7387

Supervisorial District(s):

First

Title: Consulting Contract Amendment for Springs Specific Plan and Environmental Impact Report

Recommended Actions:

Authorize the Director of Permit Sonoma to execute an amendment to the agreement with De Novo Planning Group to (1) extend its term by approximately 14 months, for a new termination date of December 31, 2019, to provide additional time to complete planning and environmental consulting services for the Springs Specific Plan, without increasing the total amount that may be paid to the consultant (\$450,000); and (2) clarify that preparation of a Water Supply Assessment is not part of the agreement's scope of work.

Executive Summary:

On November 10, 2015, the Board of Supervisors authorized the execution of an agreement with De Novo Planning Group (De Novo) for the preparation of the Springs Specific Plan and programmatic Environmental Impact Report. The proposed amendment would extend the term of the original agreement to provide the planning consultants with the additional time needed to finish the draft Environmental Impact Report (EIR), present the draft Specific Plan to the public, prepare the final EIR, and participate in public hearings before the Planning Commission and Board of Supervisors. No change in the funded amount is requested. The amendment also clarifies that preparation of a Water Supply Assessment, if needed to complete the draft EIR, is not included in the scope of De Novo's work under the agreement.

Discussion:

On November 10, 2015, the Board of Supervisors authorized the Director of Permit Sonoma to execute an agreement with the De Novo Planning Group to provide planning and environmental consulting services for the creation of the Springs Specific Plan and programmatic Environmental Impact Report, funded by a \$450,000 grant from the Sonoma County Transportation Authority.

The Springs Specific Plan is intended to provide the foundation for a sustainable community with a vibrant, pedestrian oriented main street, and increased opportunities for walking, bicycling, and active

living. The specific plan would build on the County's previous efforts to improve conditions in the Springs by facilitating the development of a complete community with a mix of land uses and enhanced multimodal connectivity to promote healthy living and greenhouse gas reduction by encouraging active forms of transportation and increased use of transit.

Over the past two years, the De Novo Planning Group has held meetings for the public (5), stakeholders (2), advisory groups (8), and agencies (4). The planning consultant has prepared reports (Existing Conditions, Issues and Opportunities, Market Demand Analysis) and three land use and circulation alternatives to determine community preferences. A draft specific plan has been prepared and portions of the draft Environmental Impact Report are near completion.

However, a number of factors have slowed the progress of the specific plan project. More in depth analysis than originally anticipated is needed in the area of water supply and wastewater capacity. The Water Agency is currently using information from the draft plan to model the effect that the plan might have on future wastewater flows. Further, the specific plan project, like many others, was delayed for several months while staff responded to more immediate needs resulting from the Sonoma Complex fires.

In addition, staff have determined that a Water Supply Assessment is needed to inform the EIR. The County expects to contract with a different consultant for preparation of a Water Supply Assessment. The currently proposed amendment clarifies that preparation of a Water Supply Assessment is not part of De Novo's scope of work.

In summary, the proposed amendment is needed to (1) provide additional time for the consultant to complete the remaining project tasks including completion of the draft EIR, presentation of the draft specific plan at a public meeting, preparation of the final EIR, and participation at Planning Commission and Board hearings; and (2) provide clarity regarding preparation of any Water Supply Assessment. No other modifications are proposed. Specifically, the original contract price cap of \$450,000 will remain unchanged.

The original agreement, dated November 10, 2015, is on file with the Clerk of the Board.

Prior Board Actions:

November 10, 2015 – The Board authorized the Director of Permit Sonoma to execute an agreement with the De Novo Planning Group to provide planning and environmental consulting services for the creation of the Springs Specific Plan and associated Environmental Impact Report funded by a \$450,000 grant from the Sonoma County Transportation Authority.

February 25, 2014 - The Board approved a Resolution of Local Support (No. 14-0064) authorizing the filing of an application for funding, committing the necessary matching funds, and offering assurance to complete the project.

November 12, 2013 - The Board approved Resolution No. 13-0467 authorizing PRMD to apply for Priority Development Area (PDA) grant funds from the Sonoma County Transportation Authority (SCTA).

Strategic Plan Alignment Goal 1: Safe, Healthy, and Caring Community			
The Springs Specific Plan is intended to create the foundation for a sustainable community with a vibrant, pedestrian oriented main street and increased opportunities for walking, bicycling, and active living. A primary objective of the plan is to increase pedestrian and bicycle safety, and thereby promote active transportation and community health.			
Fiscal Summary			
Expenditures	FY 18-19 Adopted	FY 19-20 Projected	FY 20-21 Projected
Budgeted Expenses	\$ 169,061.60		
Additional Appropriation Requested			
Total Expenditures	\$ 169,061.60		
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other	\$ 169,061.60		
Use of Fund Balance			
Contingencies			
Total Sources	\$ 169,061.60		
Narrative Explanation of Fiscal Impacts:			
No change to the original contract amount is proposed. No additional appropriations are required.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
The proposed amendment would not impact staffing. Existing staff are sufficient to complete this project under the existing Comprehensive Planning work Plan.			
Attachments:			
Attachment A: Proposed Amendment, January 8, 2019			

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

Professional Services Agreement with De Novo Planning Group, dated November 15, 2015

**FIRST AMENDMENT
TO
AGREEMENT FOR CONSULTING SERVICES**

The following is an amendment, dated January 8, 2019, to an Agreement for Consulting Services between the County of Sonoma, hereinafter "County," and De Novo Planning Group, hereinafter "Consultant."

WHEREAS, County and Consultant entered into an Agreement for Consulting Services on November 10, 2015, wherein Consultant is to prepare a Springs Specific Plan, Environmental Impact Reports (EIRs), California Environmental Quality Act compliant documents, and related services; and

WHEREAS, the County has determined that it is necessary and desirable to extend the Term of the Agreement to provide Consultant with sufficient time to complete the planning and environmental consulting services described therein.

NOW, THEREFORE, the parties hereto agree to amend the Agreement for Consulting Services as follows:

1. Section 3.1 of Article 3, "Terms of Agreement," of the Agreement is amended to extend the term to December 31, 2019, as follows:

"3.1. This Agreement shall go into effect on Effective Date, contingent upon approval by County, and Consultant shall commence work after notification to proceed by County's Contract Administrator. The Agreement shall end on December 31, 2019, unless extended by contract amendment."

2. Section 1.1 of Article 1, "Scope of Services," of the Agreement is amended to clarify the Parties' intent that preparation of a Water Supply Assessment was not and is not part of the services to be provided by Consultant under the Agreement, by adding the following new provision under Section 1.1:

"1.1.5. The Scope of Work includes optional scope for a Water Supply Assessment by Consultant, in the sole discretion of County. The Parties agree that a Water Supply Assessment has not been requested by County to date. The optional Water Supply Assessment is non-exclusive and County may procure such services from third-party vendors, in County's sole discretion."

BE IT FURTHER AGREED that all other terms and conditions contained in the original agreement dated November 10, 2015 shall remain unchanged and in full force and effect as though fully set forth therein.

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

CONSULTANT: DE NOVO PLANNING GROUP

By: 

Name: Beth Thompson

Title: Vice President/Secretary

Date: 12/20/2018

COUNTY: COUNTY OF SONOMA

CERTIFICATES OF INSURANCE ON FILE WITH AND APPROVED AS TO SUBSTANCE FOR COUNTY:

By: _____
Director, Permit Sonoma

Date: _____

APPROVED AS TO FORM FOR COUNTY:

By: 
County Counsel

Date: 12/26/2018

By: _____
Director, Permit Sonoma

Date: _____



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: January 8, 2019

Vote Requirement: Majority

Department or Agency Name(s): Sonoma County Surveyors Office

Staff Name and Phone Number:

Keri Ryneerson (707)565-3713

Supervisorial District(s):

4

Title: Conditional Certificate of Compliance – CCC17-0001

Recommended Actions:

Adopt a resolution for recording the Conditional Certificate of Compliance – CCC17-0001; APN 067-110-052 to create a legal lot; Supervisorial District 4.

Executive Summary:

A Conditional Certificate of Compliance is a Certificate that can legalize a designated remainder as shown on Parcel Map MNS15-0003 filed in Book 789 of Maps, Pages 27 through 3, Sonoma County Records to be a legal lot.

Discussion:

Michael L. Medvin and Avrah Ray seek Approval of the Conditional Certificate of Compliance to legalize their designated remainder to be a legal lot.

Background:

The subject parcel APN 067-110-052 to be legalized came from Parcel Map MNS15-0003 as a designated remainder. This action complies with the Subdivision Map Act 66499.35 which also satisfies the conditions for compliance as a lot.

Staff Recommendation:

Staff recommends the board approve the request to legalize designated remainder as a legal lot.

Prior Board Actions:

None

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

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):			
N/A			
Attachments:			
Cover sheet for Conditional Certificate of Compliance Exhibit "A" Legal Description Exhibit "B" Plat of Legal Description Assessor Parcel Map Recorded Subdivision Map			
Related Items "On File" with the Clerk of the Board:			
N/A			



County of Sonoma
State of California

Date: January 8, 2019

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Approving The Request By Michael L. Medvin and Avrah Ray To Approve The Conditional
Certificate Of Compliance To Legalize Their Designated Remainder To Be A Legal Lot.**

Whereas, a request has been made by the property owners for approval of the Conditional Certificate of Compliance (CCC17-0001) to legalize their designated remainder from MNS15-0003 to be a legal lot; APN 067-110-052; Supervisorial District 4; and,

Whereas, the subject parcel, APN 067-110-052; also referred to as 1100 Quietwater Ridge; on Parcel Map MNS15-0003 recorded October 3, 2017 filed in Book 789 of Maps, Pages 27 through 30, Sonoma County Records. Request subject parcel be legalized as a legal lot, complies with the Subdivision Map Act 66499.35.

Now, Therefore, Be It Resolved, that the Board of Supervisors hereby grants the request by Michael L. Medvin and Avrah Ray to legalize their designated remainder as a legal lot; CCC17-0001; APN 067-110-052.

Be It Further Resolved, that the Sonoma County Surveyor is hereby instructed to record within 10 days and no later than January 23, 2019 (1) This resolution (2) Cover sheet (3) Exhibit "A" Legal Description (4) Exhibit "B" Plat of Legal Description.

Supervisors:

Gorin: Zane: Gore: Hopkins: Rabbitt:

Ayes: Noes: Absent: Abstain:

So Ordered.

Recording Requested By
and
Return to:

Sonoma County Surveyor's Office
2550 Ventura Avenue
Santa Rosa, CA. 95403
ATTN: Leonard Gabrielson,
County Surveyor

CONDITIONAL CERTIFICATE OF COMPLIANCE

SEE EXHIBIT "A" ON NEXT SHEET

CURTIS & ASSOCIATES

LAND SURVEYING SERVICES

805 HEALDSBURG AVENUE
HEALDSBURG, CALIFORNIA 95448
707-433-4808 FAX 707-433-9918

November 28, 2018
2014-037
CCC17-0001

EXHIBIT "A"

Being the Lands of Michael L. Medvin and Avrah Ray, husband and wife, as community property as described in Document Number 2017-088441 of Official Records, Sonoma County Records and being more particularly described as follows:

PARCEL 1:

Beginning at the northwest corner of the aforementioned Lands of Medvin and Ray also being the Designated Remainder as shown on Parcel Map MNS15-0003 filed in Book 789 of Maps, Pages 27 through 30, Sonoma County Records, said point being a 2" iron pipe with a 3" brass cap stamped 1/4 S22 S27 T8NR8W as shown on said Parcel Map; thence along the north line of Section 27, Township 8 North, Range 8 West, M.D.M., N 88°50'41" E, 936.72 feet to a 5/8" rebar with a 2" aluminum cap stamped PLS8485 hereinafter referred to as rebar and cap; thence leaving said north line of Section 27, S 02°20'51" W, 187.82 feet to a rebar and cap; thence continuing S 02°20'51" W, 200.00 feet to a rebar and cap; thence continuing S 02°20'51" W, 200.00 feet to a point, from which a rebar and cap bears, N 59°40'21" E, 2.12 feet; thence S 40°38'00" W, 285.05 feet to a rebar and cap; thence S 60°00'00" W, 400.00 feet to a rebar and cap; thence N 70°50'03" W, 409.72 feet to a rebar and cap; thence N 00°26'40" E, 245.48 feet to a 3/4" iron pipe tagged LS 5087 as shown on said Parcel Map MNS15-0003; thence continuing N 00°26'40" E. 604.82 feet to the Point of Beginning.

PARCEL 2:

An easement for private access, public utility easement, and emergency vehicle access over Lot 1 as shown upon Parcel Map recorded October 3, 2017 in Book 789 of Maps, Pages 27 through 30, Sonoma County Records.

Basis of Bearing: Parcel Map MNS15-0003 filed in Book 789 of Maps, Pages 27 through 30, Sonoma County Records.

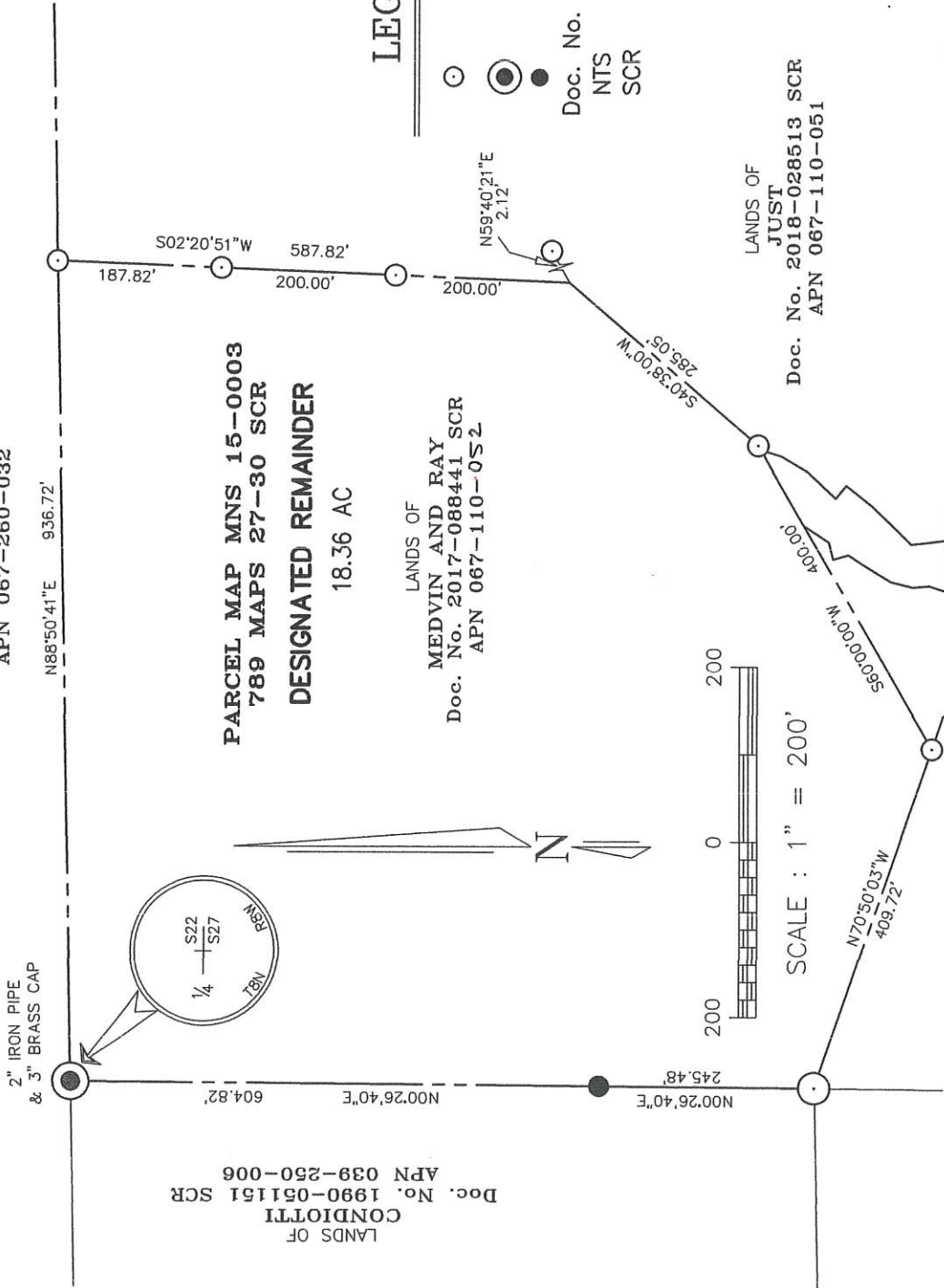
This description was prepared by me under the provisions of Section 8726 of the Business and Professions Code.



Brian A Curtis 11/29/18
Brian Alan Curtis, PLS 8485 Date

" THIS EXHIBIT IS FOR GRAPHIC PURPOSES ONLY"
 ANY ERRORS OR OMISSIONS ON THIS EXHIBIT SHALL NOT AFFECT THE DEED DESCRIPTION

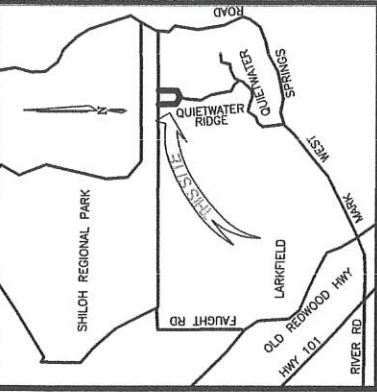
LANDS OF
 COUNTY OF SONOMA
 Doc. No. 1993-0056117 SCR
 APN 067-260-032



LANDS OF
 CONDIOTTI
 Doc. No. 1990-051151 SCR
 APN 039-250-006

LANDS OF
 MEDVIN AND RAY
 Doc. No. 2017-088441 SCR
 APN 067-110-052

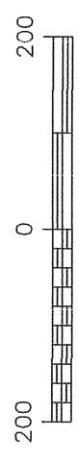
LANDS OF
 JUST
 Doc. No. 2018-028513 SCR
 APN 067-110-051



VICINITY
 N.T.S.

LEGEND

- Doc. No.
- NTS
- SCR
- 5/8" REBAR, WITH 2" ALUMINUM CAP, PLS 8485
- IRON PIPE FOUND AS NOTED
- 3/4" IRON PIPE LS 5087
- DOCUMENT NUMBER
- NOT TO SCALE
- SONOMA COUNTY RECORDS



SCALE : 1" = 200'

EXHIBIT "B"
 LANDS OF

MICHAEL L. MEDVIN AND AVRAH RAY
 AS DESCRIBED IN DOCUMENT NUMBER
 2017-088441, SONOMA COUNTY RECORDS
 LOCATED IN SECTION 27, T 8 N ~ R 8 W, M.D.M.
 COUNTY OF SONOMA · STATE OF CALIFORNIA
 SCALE: 1" = 200'
 DECEMBER, 2018



Brian A Curtis
 11/29/18

BRIAN ALAN CURTIS, P.L.S. 8485
 EXP. 12/31/20

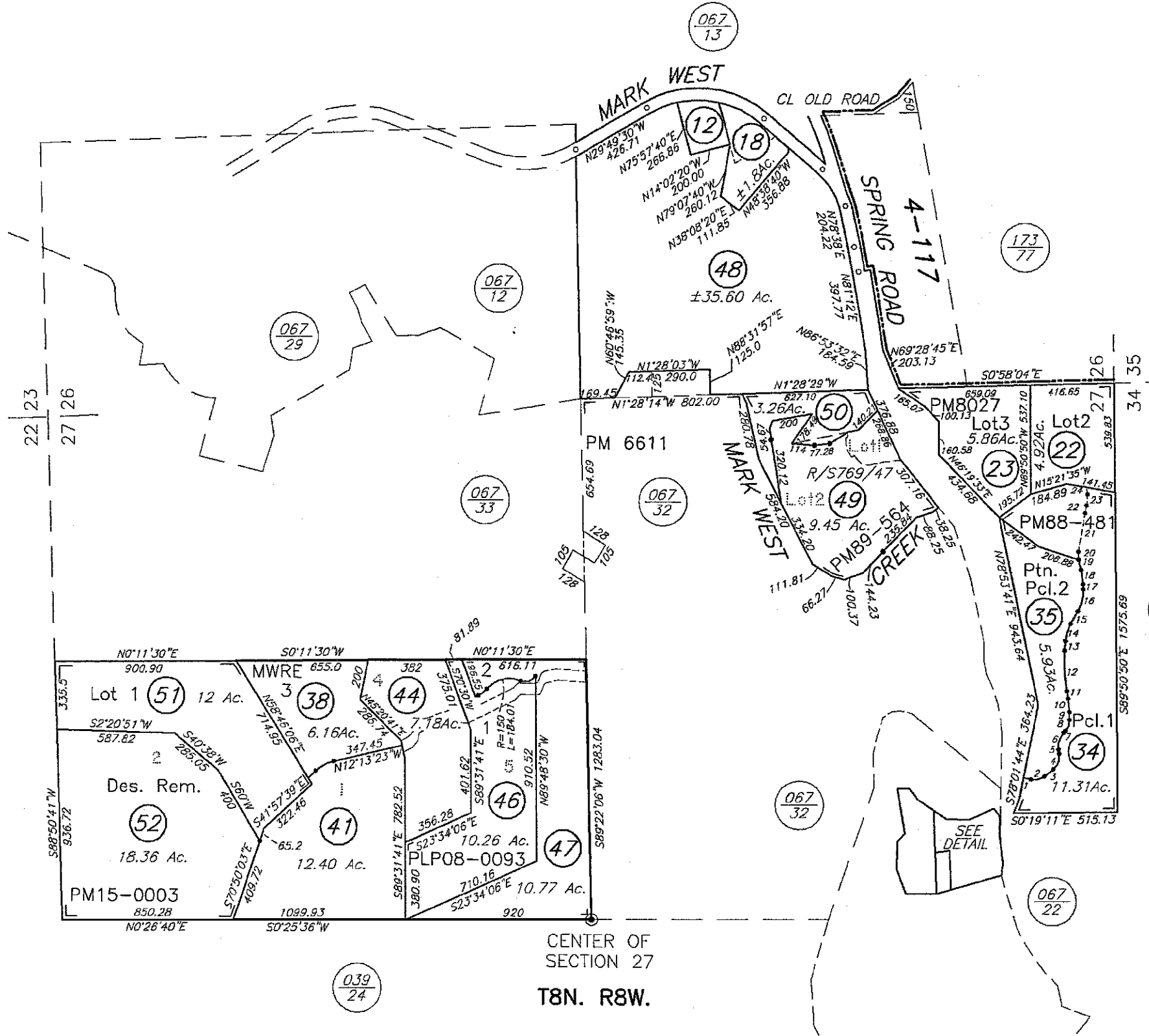
CURTIS & ASSOCIATES
 905 HEADSBERG AVE. · HEADSBERG, CA. 95448 · (707)435-4608
 A.P.N. 067-110-052 SHEET 1 OF 1 14-037

ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF.

COUNTY ASSESSOR'S PARCEL MAP

TAX RATE AREA
120-007

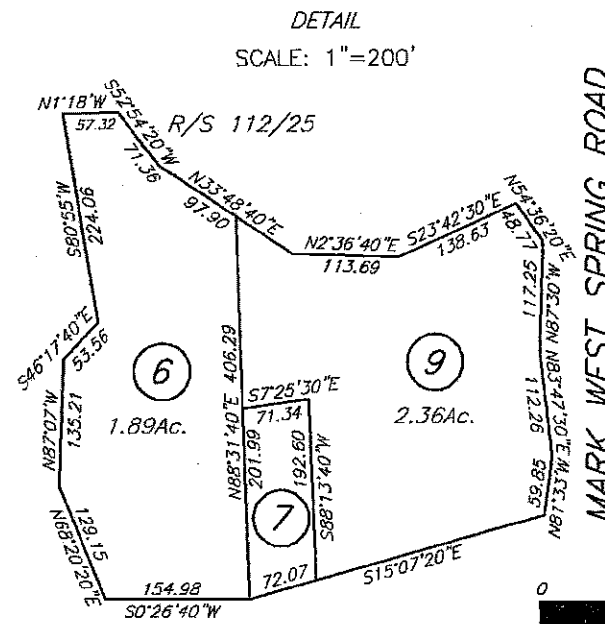
067-11



DATA FOR PM 88-481			
R	BEARING	Δ	L
1	N12°55'49"E		37.68
2	50°11'21"		70.08
3	N37°15'31"W		56.15
4	61°16'03"		85.55
5	S81°28'26"W		20.76
6	50°58'36"		88.97
7	S47°32'58"E		13.43
8	42°23'29"		59.19
9	S89°56'37"E		39.60
10	09°33'31"		66.73
11	S80°30'02"W		39.05
12	14°16'23"		199.29
13	N85°13'35"W		45.73
14	25°47'20"		90.02
15	N59°26'15"W		71.37
16	32°25'13"		113.17
17	N88°08'32"E		24.86
18	400		71.46
19	S77°54'33"W		52.78
20	100		38.78
21	N79°52'21"W		194.05
22	400		38.99
23	150		54.31
24	S84°58'06"W		34.78



MARK WEST RIDGEVIEW ESTATES
 REC. 10-16-2001 IN BK.627 , MAPS, PGS. 04-08
Parcel Map No. 6611
 REC. 02-02-1979 IN BK.282 , MAPS, PGS. 39-40
Parcel Map No. 8027
 REC. 12-18-1985 IN BK.379 , MAPS, PGS. 20-21
Parcel Map No. 88-481
 REC. 07-28-1989 IN BK.441 , MAPS, PGS. 11-13
Parcel Map No. 89-564
 REC. 07-02-1990 IN BK.459 , MAPS, PGS. 25-27
Parcel Map No. PLP08-0093
 REC. 10-17-2013 IN BK.759 , MAPS, PGS. 49-54
Parcel Map MNS 15-0003
 REC. 10-03-2017 IN BK.789 , MAPS, PGS. 27-30



REVISED
 08-20-14=48-KR
 07-07-15=R/S-KR
 12-23-15=50-KR
 10-30-17=52-DS

NOTE: Assessor's parcels do not necessarily constitute legal lots. To verify legal parcel status, check with the appropriate city or county community development or planning division.

NOTE: This map was prepared for Assessment purposes only and does not indicate either parcel legality or a valid building site. No liability is assumed for the accuracy of the data delineated. The acreages are based on the information supplied to the Assessor (i.e. recorded survey maps recorded deeds, prior assessment maps, etc.)

Assessor's Map Bk.067, Pg. 11
 Sonoma County, Calif. (ACAD)

KEY 6/24/09 AG

789

27

OWNER'S STATEMENT

WE, THE UNDERSIGNED, HEREBY STATE THAT WE ARE THE SOLE OWNERS OF AND HAVE THE RIGHT, TITLE OR INTEREST IN AND TO THE REAL PROPERTY SHOWN ON THIS MAP AND ARE THE ONLY PARTIES WHOSE CONSENT IS NECESSARY TO PASS CLEAR TITLE TO SAID REAL PROPERTY AND THAT WE HEREBY CONSENT TO THE MAKING AND FILING OF THE SUBDIVISION SHOWN WITHIN THE BORDER LINES. "USE OF SAID REAL PROPERTY IS SUBJECT TO THE RESTRICTIONS OF THAT CERTAIN "DECLARATION OF RESTRICTIONS" TO BE RECORDED CONCURRENTLY WITH THIS MAP. THESE RESTRICTIONS MAY NOT BE REMOVED, ALTERED, OR RESCINDED WITHOUT THE WRITTEN CONSENT OF THE SONOMA COUNTY PERMIT & RESOURCE MANAGEMENT DEPARTMENT, WELL AND SEPTIC DIVISION."

Michael Medvin 7/21/17
MICHAEL MEDVIN DATE
Avrah Ray 7/21/17
AVRAH RAY DATE

OWNERS' ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA COUNTY OF SONOMA

ON July 21, 2017 BEFORE ME, Cheryl A. Curtis, NOTARY PUBLIC PERSONALLY APPEARED, Michael Medvin & Avrah Ray WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

Cheryl A. Curtis (SIGNATURE OF NOTARY PUBLIC)
Cheryl A. Curtis PRINTED NAME

MY PRINCIPAL PLACE OF BUSINESS IS Sonoma COUNTY

MY COMMISSION NO. 2077340 AND EXPIRES ON Sep 5, 2018

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF MICHAEL MEDVIN AND AVRAH RAY IN FEBRUARY, 2015. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY, AND THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED: 8/11/2017 Brian Alan Curtis
BRIAN ALAN CURTIS, P.L.S. 8485 EXP. 12/31/18



FIRST AMERICAN TITLE

TRUSTEE'S CERTIFICATE

WE, FIRST AMERICAN TITLE INSURANCE COMPANY, THE TRUSTEES UNDER THE DEED OF TRUST RECORDED IN THE OFFICE OF THE COUNTY RECORDER, AS DOCUMENT NUMBER 2014-082729, OFFICIAL RECORDS OF SONOMA COUNTY, AGAINST THE TRACT OF LAND HEREON SHOWN, HEREBY CONSENT TO THE MAKING AND FILING OF THIS MAP.

Jatavia Mark DATE 8/15/17
SIGNATURE DATE

TRUSTEES' ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA COUNTY OF SONOMA

ON 8/15/17 BEFORE ME, Jari Owens, NOTARY PUBLIC PERSONALLY APPEARED, Jari Owens WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

Jari Owens (SIGNATURE OF NOTARY PUBLIC)
Jari Owens PRINTED NAME

MY PRINCIPAL PLACE OF BUSINESS IS Sonoma COUNTY

MY COMMISSION NO. 2105702 AND EXPIRES ON 4/15/2019

COUNTY RECORDER'S CERTIFICATE

FILED THIS 3rd DAY OF October 2017 AT 1:33 P.M. IN BOOK 789 OF MAPS, AT PAGE 27-30 AT THE REQUEST OF THE COUNTY CLERK.

DATED: 10-3-17 William F. Rousseau
FEE: \$15.00 Recorder

DOCUMENT No. 2017-077821 BY: [Signature] Deputy

EASEMENT CERTIFICATE

SIGNATURES OF OWNERS OF THE FOLLOWING EASEMENTS HAVE BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436(A) OF THE SUBDIVISION MAP ACT. THEIR INTEREST IS SUCH THAT IT CAN NOT RIPEN INTO A FEE TITLE AND SUCH SIGNATURES ARE NOT REQUIRED BY THE GOVERNING BODY.

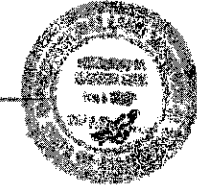
Table with 3 columns: NAME, RECORDED, NATURE OF INTEREST. Rows include SUACCI 2003-248841 ROAD EASEMENT, SUACCI 2001-140561 DECLARATION OF RESTRICTIONS, SUACCI 2001-140562 DECLARATION OF RESTRICTIONS, SONOMA COUNTY / SUACCI 2001-140563 SUBDIVISION IMPROVEMENT AGREEMENT FOR THE MARK WEST RIDGEVIEW ESTATES SUBDIVISION TRACT NO. 1024

COUNTY SURVEYOR'S STATEMENT

I HEREBY STATE THAT THE MAP OF THIS SUBDIVISION WAS EXAMINED BY ME OR UNDER MY DIRECTION, THAT IT IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF. THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AS AMENDED AND OF ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH AND I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THIS 12th DAY OF September 2017.

[Signature] LEONARD H. GABRIELSON PLS-7886 COUNTY SURVEYOR, SONOMA COUNTY

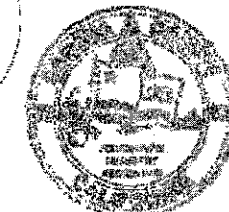


COUNTY CLERK'S CERTIFICATE

I CERTIFY THAT ALL BONDS, MONEY OR NEGOTIABLE BONDS REQUIRED UNDER THE PROVISIONS OF THE SUBDIVISION MAP ACT TO SECURE THE PAYMENT OF TAXES AND ASSESSMENTS HAVE BEEN FILED WITH, AND APPROVED BY, THE COUNTY OF SONOMA, NAMELY BONDS UNDER GOVERNMENT CODE SECTIONS 66493(A) AND 66493(C) IN THE SUM OF \$ 0 AND \$ 0 RESPECTIVELY.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THIS 13th DAY OF September 2017.

[Signature] CLERK OF THE BOARD OF SUPERVISORS COUNTY OF SONOMA, STATE OF CALIFORNIA



TAX COLLECTOR'S CERTIFICATE

ACCORDING TO THE RECORDS IN THE OFFICE OF THE UNDERSIGNED THERE ARE NO LIENS AGAINST THIS SUBDIVISION, OR ANY PART THEREOF, FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, NOT YET PAYABLE. MY ESTIMATE OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES, NOT YET PAYABLE IS \$ 14,686.00

THE LAND IN SAID SUBDIVISION IS NOT SUBJECT TO A SPECIAL ASSESSMENT OR BOND WHICH MAY BE PAID IN FULL.

DATED: 8-30-17 Carolyn Cox TAX COLLECTOR COUNTY OF SONOMA, STATE OF CALIFORNIA

30.36 ACRES TOTAL NUMBER OF LOTS: 1 & DESIGNATED REMAINDER

SEE SHEET 4 FOR LOCAL AGENCY REQUIRED INFORMATION

PARCEL MAP MNS 15-0003

1 LOT

BEING THE LANDS OF MICHAEL MEDVIN AND AVRAH RAY DESCRIBED IN DOCUMENT NUMBER 2016-073617, SONOMA COUNTY RECORDS, ALSO BEING LOT 2 MARK WEST RIDGEVIEW ESTATES FILED IN BOOK 627 OF MAPS PAGES 04-08 SONOMA COUNTY RECORDS

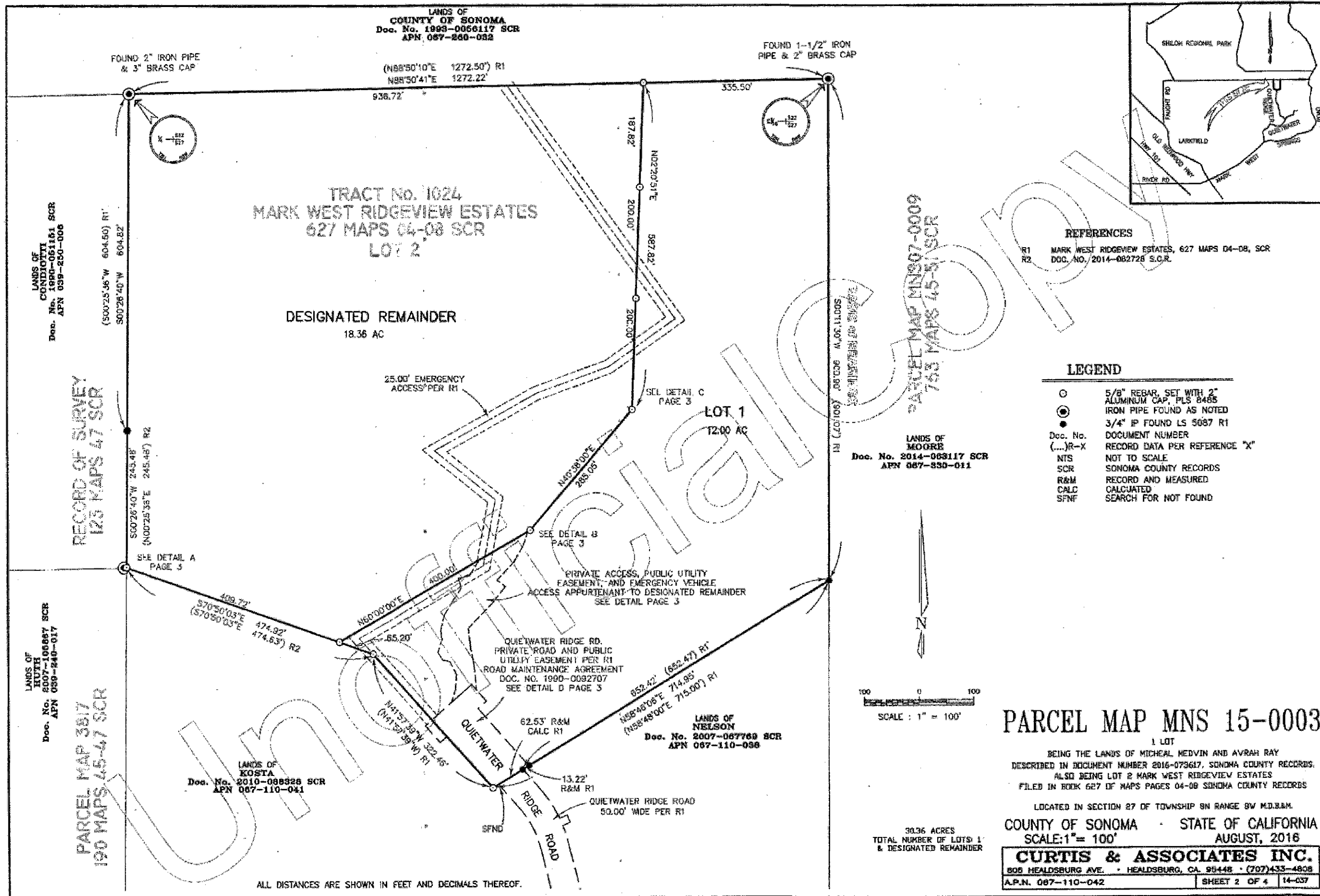
LOCATED IN SECTION 27 OF TOWNSHIP 8N RANGE 8W M.D.B.&M.

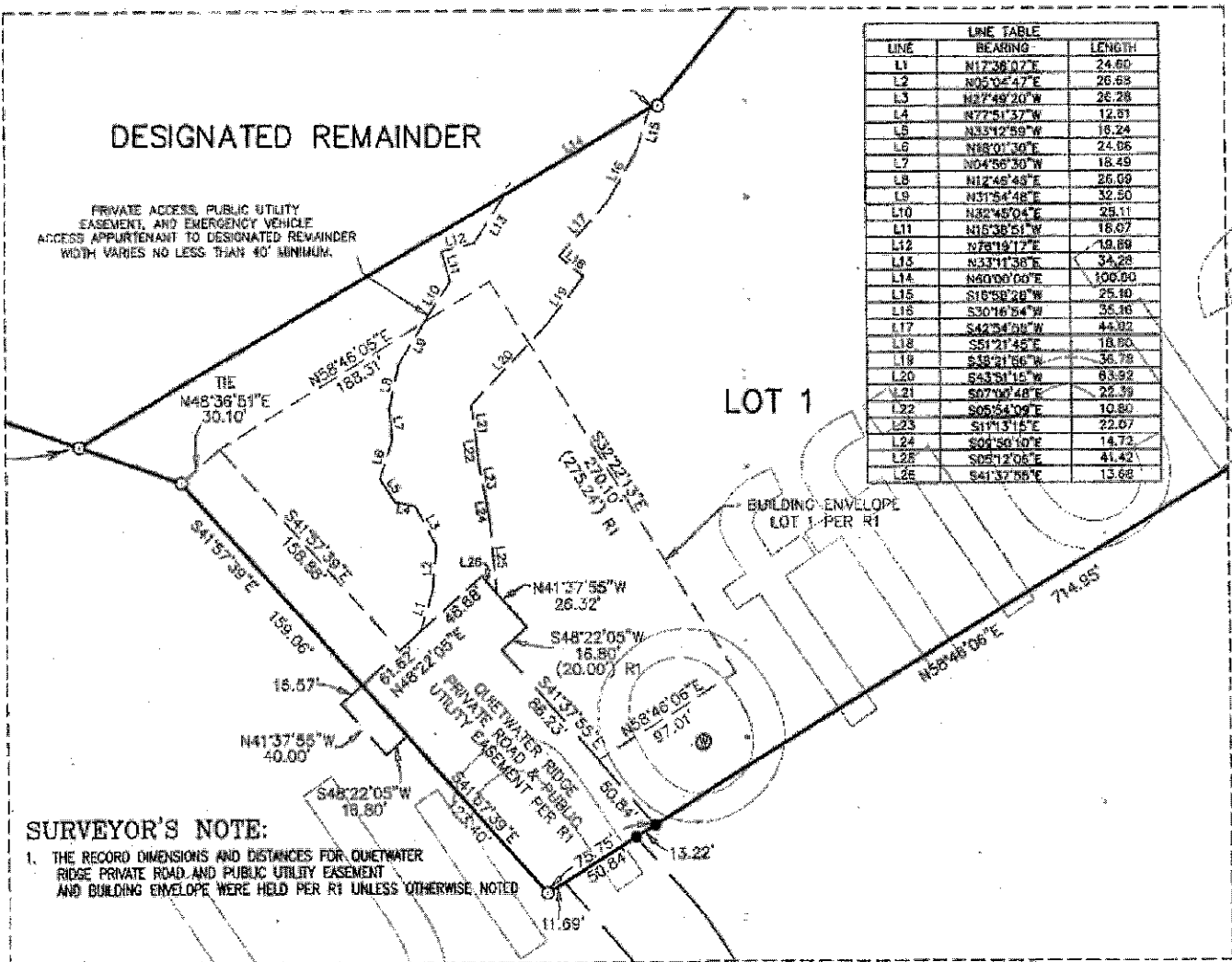
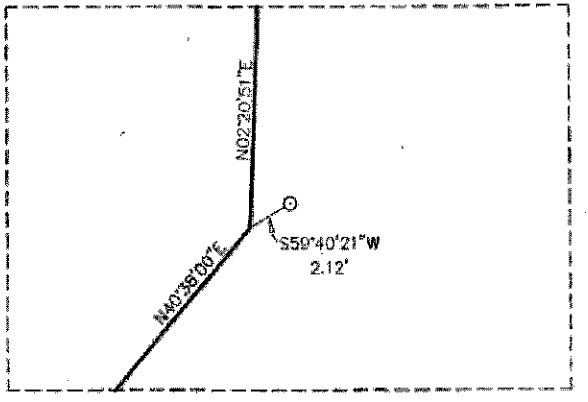
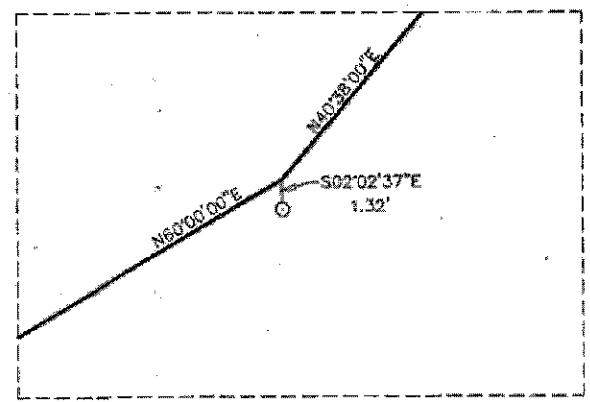
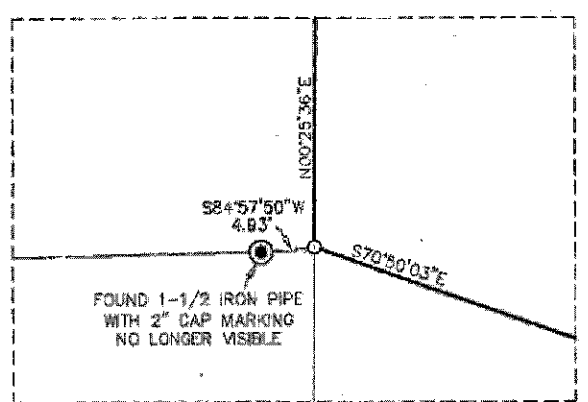
COUNTY OF SONOMA STATE OF CALIFORNIA SCALE: 1" = N/A AUGUST, 2016

CURTIS & ASSOCIATES INC. 805 HEALDSBURG AVE. HEALDSBURG, CA. 95448 (707) 433-4808 A.P.N. 087-110-042 SHEET 1 OF 4 14-037

789

28





SURVEYOR'S NOTE:
 1. THE RECORD DIMENSIONS AND DISTANCES FOR QUIETWATER RIDGE PRIVATE ROAD AND PUBLIC UTILITY EASEMENT AND BUILDING ENVELOPE WERE HELD PER R1 UNLESS OTHERWISE NOTED

- LEGEND**
- 5/8" REBAR, SET WITH 2" ALUMINUM CAP, PLS 8485
 - IRON PIPE FOUND AS NOTED
 - 3/4" IP FOUND LS 5087 R1
 - Doc. No. DOCUMENT NUMBER
 - (---)R-X RECORD DATA PER REFERENCE "X"
 - NTS NOT TO SCALE
 - SCR SONOMA COUNTY RECORDS
 - R&M RECORD AND MEASURED
 - CALC CALCULATED
 - SFNF SEARCH FOR NOT FOUND

PARCEL MAP MNS 15-0003

1 LOT
 BEING THE LANDS OF MICHAEL MEDVIN AND AVRAH RAY DESCRIBED IN DOCUMENT NUMBER 2016-078617, SONOMA COUNTY RECORDS. ALSO BEING LOT 2 MARK WEST RIDGEVIEW ESTATES FILED IN BOOK 627 OF MAPS PAGES 04-08 SONOMA COUNTY RECORDS
 LOCATED IN SECTION 27 OF TOWNSHIP 8N RANGE 8W M.D.B.M.
 COUNTY OF SONOMA · STATE OF CALIFORNIA
 SCALE: 1"= VARIES
 AUGUST, 2016

CURTIS & ASSOCIATES INC.
 805 HEALDSBURG AVE. · HEALDSBURG, CA. 95448 · (707)433-4808
 A.P.N. 067-110-042 SHEET 3 OF 4 14-037

ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF.

789

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SONOMA COUNTY PROJECT REVIEW AND ADVISORY COMMITTEE REQUIRED NOTES

HEALTH:
SEPTIC:

1. THE AREA TESTED FOR SEWAGE DISPOSAL AND SHOWN ON THIS MAP SHALL BE RESERVED FOR THE CONSTRUCTION OF FUTURE ON-SITE WASTEWATER DISPOSAL SYSTEMS AND SHALL NOT BE ENCUMBERED BY BUILDINGS, ROADS, SOIL BORROW PITS, PONDS, PARKING LOTS, WATER WELLS, EASEMENTS, OR ANY USE INCOMPATIBLE WITH USE AS AN ON-SITE WASTEWATER DISPOSAL SYSTEM, UNLESS AN ALTERNATIVE SEWAGE DISPOSAL LOCATION ON THE PARCEL OF SIMILAR CAPABILITY HAS BEEN TESTED AND ACCEPTED BY THE COUNTY AS SUITABLE TO PROVIDE WASTEWATER DISPOSAL FOR A NEW DWELLING, OR UNLESS THE PARCEL HAS BEEN CONNECTED TO PUBLIC SEWER SERVICE.
2. ALL PRIVATE SEWAGE DISPOSAL SYSTEMS SHALL BE DESIGNED BY A REGISTERED CIVIL ENGINEER OR REGISTERED ENVIRONMENTAL HEALTH SPECIALIST SHALL BE SHOWN ON THE LOTS OF THE MAP WHERE TEST RESULTS INDICATE THAT A SYSTEM REQUIRES SUCH A DESIGN.
3. PRIOR TO MAJOR GRADING, LANDSCAPING OR LOCATION OF PONDS, CONTACT SHOULD BE MADE WITH THE PRMD WELL AND SEPTIC SECTION WITH REGARD TO PROTECTION OF THE SEPTIC SYSTEM AND RESERVE AREA.

GRADING AND STORM WATER:

1. PRIOR TO ISSUANCE OF A GRADING OR BUILDING PERMIT, THE PROPERTY OWNER SHALL SUBMIT ANY AND ALL REQUIRED GRADING/SITE PLANS AND DRAINAGE REPORTS FOR PROPOSED WORK TO PRMD FOR REVIEW. GRADING/SITE PLANS SHALL CLEARLY INDICATE THE NATURE AND EXTENT OF THE PROPOSED WORK AND INCLUDE EROSION PREVENTION/SEDIMENT CONTROL MEASURES, DETAILS, NOTES, AND SPECIFICATIONS TO PREVENT DAMAGES AND TO MINIMIZE ADVERSE IMPACTS TO THE ENVIRONMENT. DRAINAGE IMPROVEMENTS SHALL BE DESIGNED IN ACCORDANCE WITH THE SONOMA COUNTY WATER AGENCY FLOOD CONTROL DESIGN CRITERIA, TO MAINTAIN OFF-SITE NATURAL DRAINAGE PATTERNS, AND TO LIMIT POST-DEVELOPMENT STORM WATER LEVELS AND POLLUTANT DISCHARGES IN COMPLIANCE WITH PRMD'S BEST MANAGEMENT PRACTICES GUIDE. GRADING AND DRAINAGE IMPROVEMENTS SHALL ABIDE BY ALL APPLICABLE STANDARDS AND PROVISIONS OF THE SONOMA COUNTY CODE AND ALL OTHER RELEVANT LAWS AND REGULATIONS.

TRANSPORTATION AND PUBLIC WORKS

1. NEW RESIDENTIAL CONSTRUCTION ON LOT 1 IS SUBJECT TO PAYMENT OF A DEVELOPMENT FEE (TRAFFIC MITIGATION FEE) TO THE COUNTY OF SONOMA BEFORE ISSUANCE OF ANY BUILDING PERMITS, AS REQUIRED BY SECTION 26, ARTICLE 98 OF THE SONOMA COUNTY CODE.

PLANNING

1. NEW RESIDENTIAL CONSTRUCTION ON THESE PARCELS IS SUBJECT TO PAYMENT OF PARKLAND FEES IN ACCORDANCE WITH SECTION 25-58 ET. SEQ. OF THE SONOMA COUNTY SUBDIVISION ORDINANCE. EVIDENCE THAT FEES ARE PAID SHALL BE PROVIDED TO THE REGIONAL PARKS DEPARTMENT PRIOR TO THE ISSUANCE OF BUILDING PERMITS.
2. DEVELOPMENT ON THIS PARCEL IS SUBJECT TO THE SONOMA COUNTY FIRE SAFE STANDARDS AND SHALL BE REVIEWED AND APPROVED BY THE COUNTY FIRE MARSHAL/LOCAL FIRE PROTECTION DISTRICT. SAID PLAN SHALL INCLUDE, BUT NOT BE LIMITED TO: EMERGENCY VEHICLE ACCESS AND TURN-AROUND AT THE BUILDING SITES; ADDRESSING, WATER STORAGE FOR FIRE FIGHTING AND FIRE BREAK MAINTENANCE AROUND ALL STRUCTURES. PRIOR TO OCCUPANCY, WRITTEN APPROVAL THAT THE REQUIRED IMPROVEMENTS HAVE BEEN INSTALLED SHALL BE PROVIDED TO PRMD FROM THE COUNTY FIRE MARSHAL/LOCAL FIRE PROTECTION DISTRICT.
3. AGRICULTURAL ACTIVITIES OCCUR IN THE AREA AND NOISE, DUST, ODOR, SMOKE AND PESTICIDE USE MAY OCCUR AND ARE CONSISTENT WITH THE SONOMA COUNTY GENERAL PLAN LAND USE DESIGNATION FOR THE AREA.

PLANNING CONT:

4. IN THE EVENT THAT THE ARCHAEOLOGICAL RESOURCES SUCH AS POTTERY, ARROWHEADS, MIDDEN OR CULTURALLY MODIFIED SOIL DEPOSITS ARE DISCOVERED AT ANY TIME DURING GRADING, SCRAPING OR EXCAVATION WITHIN THE PROPERTY, ALL WORK SHOULD BE HALTED IN THE VICINITY OF THE FIND AND COUNTY PRMD -PROJECT REVIEW STAFF SHALL BE NOTIFIED AND A QUALIFIED ARCHAEOLOGIST SHALL BE CONTACTED IMMEDIATELY TO MAKE AN EVALUATION OF THE FIND AND REPORT TO PRMD. PRMD STAFF MAY CONSULT AND/OR NOTIFY THE APPROPRIATE TRIBAL REPRESENTATIVE FROM THE TRIBES KNOWN TO PRMD TO HAVE INTERESTS IN THE AREA. ARTIFACTS ASSOCIATED WITH PREHISTORIC SITES INCLUDE HUMANLY MODIFIED STONE, SHELL, BONE OR OTHER CULTURAL MATERIALS SUCH AS CHARCOAL, ASH AND BURNED ROCK INDICATIVE OF FOOD PROCUREMENT OR PROCESSING ACTIVITIES. PREHISTORIC DOMESTIC RESOURCES INCLUDE HEARTHES, FIREPITS, OR HOUSE FLOOR DEPRESSIONS WHEREAS TYPICAL MORTUARY RESOURCES ARE REPRESENTED BY HUMAN SKELETAL REMAINS, HISTORIC ARTIFACTS POTENTIALLY INCLUDE ALL BY-PRODUCTS OF HUMAN LAND USE GREATER THAN FIFTY (50) YEARS OF AGE INCLUDING TRASH PITS OLDER THAN FIFTY (50) YEARS OF AGE. WHEN CONTACTED, A MEMBER OF PRMD PROJECT REVIEW STAFF AND THE ARCHAEOLOGIST SHALL VISIT THE SITE TO DETERMINE THE EXTENT OF THE RESOURCES AND TO DEVELOP AND COORDINATE PROPER PROTECTION/MITIGATION MEASURES REQUIRED FOR THE DISCOVERY. PRMD MAY REFER THE MITIGATION/PROTECTION PLAN TO DESIGNATED TRIBAL REPRESENTATIVES FOR REVIEW AND COMMENT. NO WORK SHALL COMMENCE UNTIL A PROTECTION/MITIGATION PLAN IS REVIEWED AND APPROVED BY PRMD -PROJECT REVIEW STAFF. MITIGATIONS MAY INCLUDE AVOIDANCE, REMOVAL, PRESERVATION AND/OR RECORDATION IN ACCORDANCE WITH CALIFORNIA LAW. ARCHEOLOGICAL EVALUATION AND MITIGATION SHALL BE AT THE APPLICANT'S SOLE EXPENSE.

PLANNING CONT:

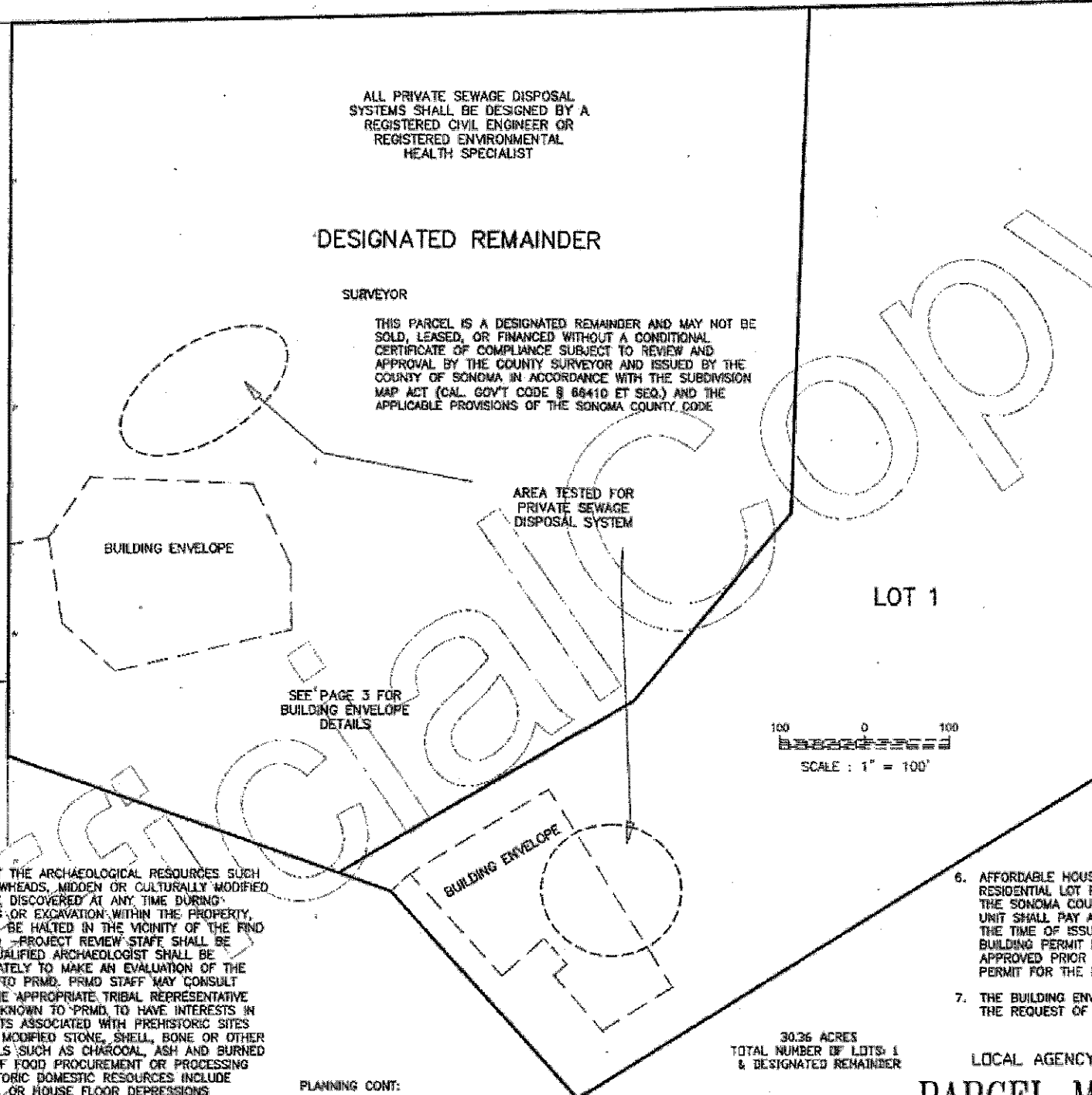
- IF HUMAN REMAINS ARE ENCOUNTERED, ALL WORK MUST STOP IN THE IMMEDIATE VICINITY OF THE DISCOVERED REMAINS AND PRMD STAFF, COUNTY CORONER AND A QUALIFIED ARCHAEOLOGIST MUST BE NOTIFIED IMMEDIATELY SO THAT AN EVALUATION CAN BE PERFORMED. IF THE REMAINS ARE DEEMED TO BE NATIVE AMERICAN, THE NATIVE AMERICAN HERITAGE COMMISSION MUST BE CONTACTED BY THE CORONER SO THAT A "MOST LIKELY DESCENDANT" CAN BE DESIGNATED AND THE APPROPRIATE PROVISIONS OF THE CALIFORNIA GOVERNMENT CODE AND CALIFORNIA PUBLIC RESOURCES CODE WILL BE FOLLOWED.
5. ROADWAY IMPROVEMENTS ALONG THE FLAG PORTION OF LOT 1 SHALL OCCUR ON THE WEST SIDE OF THE ROAD, EXCEPT A MINOR SHOULDER IMPROVEMENT MAY OCCUR ON EAST SIDE OF FLAG.

ALL PRIVATE SEWAGE DISPOSAL SYSTEMS SHALL BE DESIGNED BY A REGISTERED CIVIL ENGINEER OR REGISTERED ENVIRONMENTAL HEALTH SPECIALIST

DESIGNATED REMAINDER

SURVEYOR

THIS PARCEL IS A DESIGNATED REMAINDER AND MAY NOT BE SOLD, LEASED, OR FINANCED WITHOUT A CONDITIONAL CERTIFICATE OF COMPLIANCE SUBJECT TO REVIEW AND APPROVAL BY THE COUNTY SURVEYOR AND ISSUED BY THE COUNTY OF SONOMA IN ACCORDANCE WITH THE SUBDIVISION MAP ACT (CAL. GOV'T CODE § 66410 ET SEQ.) AND THE APPLICABLE PROVISIONS OF THE SONOMA COUNTY CODE



SCALE : 1" = 100'

30.36 ACRES
TOTAL NUMBER OF LOTS: 1
& DESIGNATED REMAINDER

LOCAL AGENCY REQUIRED INFORMATION SHEET

PARCEL MAP MNS 15-0003

1 LOT
BEING THE LANDS OF MICHAEL MEDVIN AND AVRAH RAY DESCRIBED IN DOCUMENT NUMBER 2016-073617, SONOMA COUNTY RECORDS. ALSO BEING LOT 2 MARK WEST RIDGEVIEW ESTATES FILED IN BOOK 627 OF MAPS PAGES 04-08 SONOMA COUNTY RECORDS

LOCATED IN SECTION 27 OF TOWNSHIP 8N RANGE 6W M.D.B.M.
COUNTY OF SONOMA · STATE OF CALIFORNIA
SCALE: 1" = 100'
JUNE 2016

CURTIS & ASSOCIATES INC.
805 HEALDSBURG AVE. · HEALDSBURG, CA 95448 · (707)433-4808
A.P.N. 067-110-042 SHEET 4 OF 4 14-037

ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF.



County of Sonoma
 Agenda Item
 Summary Report

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

Agenda Item Number: 21
 (This Section for use by Clerk of the Board Only.)

Board of Supervisors

January 8, 2019

Majority

Permit and Resource Management Department (Permit Sonoma)

Tennis Wick 707-565-1925
 Nathan Quarles 707-565-1146
 Regina De La Cruz 707-565-2296
 Charlie Swaim 707-565-5280

All

Approval of New Resiliency Permit Center Service Contract

Authorize the Director to execute an agreement with 4Leaf, Inc. for fire reconstruction permitting and inspection services, for a two-year term and in an amount not to exceed \$14 million.

At the direction of the Board of Supervisors Recovery Ad Hoc Housing Committee, Permit Sonoma established a Resiliency Permit Center providing comprehensive permitting and inspection services for fire survivors and their representatives dealing with reconstruction of approximately 3,000 residential structures destroyed or damaged by the Sonoma Complex Fire. Services at the Resiliency Permit Center began February 13, 2018.

The prior agreement identified key personnel that have been crucial to the performance of the Resiliency Permit Center to this point. These key personnel have left the prior consultant, West Coast Code Consultants, Inc. (WC3), and have joined our proposed new consultant, 4Leaf, Inc. (4Leaf).

The Resiliency Permit Center has issued more than 750 permits since services began nearly 11 months ago. This includes approximately 700 single-family homes, 60 accessory dwelling units, and 14 multifamily buildings. The agreement with WC3 had been very successful. This result is due in large part to two key personnel, Michael Renner and Marcus Johnson, both of whom are specified in the agreement.

Messrs. Renner and Johnson have been critical to establishing the Resiliency Permit Center and its operations, gaining extensive knowledge of the processes and systems unique to Permit Sonoma, applicable County Development codes, and related recovery issues. Any other personnel would require

significant training, expense, and time to obtain a similar level of productivity and efficiency as currently demonstrated by these two key personnel. Messrs. Renner and Johnson uniquely possess skills needed to ensure stable and uninterrupted services in the Resiliency Permit Center. Recently however, Messrs. Renner and Johnson informed staff that they were departing WC3 and accepting employment at 4Leaf.

The director elected to exercise the right to terminate the WC3 Agreement and to pursue an agreement with 4Leaf the new firm that employs Messrs. Renner and Johnson, to avoid any delay or decline in crucial services while potentially otherwise-qualified personnel would be recruited, trained, and acclimated to the unique rebuild development needs in our County. Notice of the termination was served and the last day for WC3 to provide services is January 8, 2019.

During the original consultant selection process involving Supervisors Zane, Rabbitt, Chief Administrative Officer Bratton and staff, 4Leaf placed second among three finalists. Review of the original 4Leaf proposal and communications between 4Leaf principals and staff have led us to conclude that, in light of 4Leaf now employing Mssrs. Renner and Johnson, engaging 4Leaf will provide the best services to fire survivors and will best avoid disruption in service. The scope of services will remain substantially the same in the recommended agreement compared to that with WC3. Cost to customers will not change. Minor changes are recommended to improve operations based on staff's experience over the last year. Additionally, 4Leaf has agreed to provide – free of charge – review of bid proposals to fire survivors to help them determine where scope and pricing are appropriate.

Pursuant to County procurement policy, Permit Sonoma has consulted with the County's Purchasing Agent regarding engaging 4Leaf under these circumstances, and the Purchasing Agent has approved the single (sole) source request as the most viable option to retain the critical services.

Prior Board Actions:

On January 29, 2018 the Sonoma County Board of Supervisors approved a resolution granting the Director of Permit Sonoma delegated signature authority to execute an agreement in an amount not to exceed \$20 million over 3 years.

Goal 1: Safe, Healthy, and Caring Community

The Resiliency Permit Center will continue to provide resources for rebuilding our community with focus on local health and life safety regulations, thereby restoring overall quality of life.

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:

The prior agreement to provide services through the Resiliency Permit Center lasted for just under one year and once final payments are completed, will have total contract costs of approximately \$6 million. At the time of the initial agreement, staff expected at least 3,000 building permits over three years. So far the Resiliency Permit Center has issued permits for 693 Single Family Homes, 62 Accessory Dwelling Units, 14 Multi-Family Homes, and 21 Bridges. Staff finds that the outcomes so far generally match expectations developed at the time of the initial agreement.

The new agreement with 4Leaf, Inc. is designed and expected to continue where the initial agreement left off. As a result, no new impact is expected and the basis of the expectations remain unchanged. The fiscal impact over the term of this new agreement will be net zero cost to the General Fund, as all costs will be covered through user fees.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

Attachments:
A. Agreement for Professional Services with 4Leaf, Inc.
Related Items "On File" with the Clerk of the Board:
n/a

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement (“Agreement”), dated as of January 8, 2019 (“Effective Date”) is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter “County” or “Permit Sonoma”), and 4Leaf, Inc. (hereinafter “Consultant”).

R E C I T A L S

WHEREAS, Consultant represents that it is a duly qualified building plan review and building inspection, experienced in providing these services on behalf of public entities; and

WHEREAS, due to the Sonoma Complex Fire, there is an unprecedented need for building plan review and building inspection services as residents of Sonoma County seek to repair or reconstruct fire damaged or destroyed homes and structures; and

WHEREAS, in the judgment of the County of Sonoma, it is necessary and desirable to employ the services of Consultant for building plan review and building inspections services to ensure the residents of Sonoma County are able to repair or reconstruct fire damaged or destroyed homes and structures.

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

A G R E E M E N T

1. Scope of Services.

1.1 Consultant’s Specified Services. Consultant shall perform the services described in Exhibit “A,” attached hereto and incorporated herein by this reference (hereinafter “Scope of Work”), and within the times or by the dates provided for in Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit “A”, the provisions in the body of this Agreement shall control.

1.2 Cooperation With County. Consultant shall cooperate with County and County staff in the performance of all work hereunder.

1.3 Performance Standard. Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant’s profession. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor’s work by County shall not operate as a waiver or release. If County determines that any of Consultant’s work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with County to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this

Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.4 Assigned Personnel.

- a. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from County.
- b. Any and all persons specified in this Agreement and any exhibit hereto, and incorporated herein by reference, as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County. In the event Consultant desires to remove, replace, substitute or otherwise change any key personnel, consultant shall notify County of the proposed change and shall work with County to insure that the proposed change results in personnel acceptable to County with comparable experience, competency and professionalism to any personnel being replace. With respect to performance under this Agreement, Consultant's key personnel are Michael Renner and Marcus Johnson.
- c. In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.

2. Payment.2.1 Plan Review.

- a. For all Plan Review services, including Miscellaneous Plan Review services (as both are defined in Exhibit A), required hereunder that are provided by Consultant in person at the County of Sonoma's Permit Sonoma offices (hereinafter "On-site Plan Review"), Consultant shall be paid on a time and material/expense basis in accordance with the rates set forth in Exhibit B. Consultant shall submit its bills for On-Site Plan Review in arrears on a monthly basis in a form approved by County's Auditor and the Head of the County Department receiving the services. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Reimbursable materials/expenses not expressly authorized by the Agreement, but expended by Consultant in the furtherance of this Agreement, may be presented to the County for consideration. County makes no guarantee of reimbursement for such materials/expenses. Reimbursement of materials/expenses not authorized by this Agreement is at the sole discretion of the County.

- b. For all Plan Review services, including Miscellaneous Plan Review services (as both are defined in Exhibit A) required hereunder that are provided in the Consultant's offices (hereinafter "Off-site Plan Review"), Consultant shall be paid on a lump sum basis in accordance with Exhibit B, attached hereto and incorporated herein by this reference, regardless of the number of hours or length of time necessary for Consultant to complete the services. Consultant shall not be entitled to any additional payment for any expenses incurred in completion of the services.

2.2 Inspection Services.

- a. For all Inspection Services required hereunder Consultant shall be paid in progress payment in accordance with Exhibit B, attached hereto and incorporated herein by this reference, regardless of the number of hours or length of time necessary for Consultant to complete the services. Consultant shall not be entitled to any additional payment for any expenses incurred in completion of the services.
- b. For Re-Inspection Services Consultant shall be paid a re-inspection fee in accordance with Exhibit B for each re-inspection above and beyond two regular inspections for a given inspection type, provided the Consultant assesses the building permit applicant a re-inspection fee (#0011) within the Accela permit record in accordance with CNI-004, Building Inspection Procedures for the associated re-inspection.

2.3 Off-Site Work. Upon completion of the work, Consultant shall submit its bill(s) for payment for Off-Site Plan Review and Inspections Services in a form approved by County's Auditor and the Head of the County Department receiving the services. The bill(s) shall identify the services completed and the amount charged.

2.4 Community Outreach and Standards Development. Consultant shall provide the services listed in Task 4 (Community Outreach) and Task 5 (Design Standard Development) of Exhibit A, Scope of Work, without any additional compensation from County.

2.5 Not-to-Exceed Amount. Under no circumstances shall the cumulative sum total of all payments to Consultant, for all services provided of any kind or nature, under this Agreement exceed Fourteen Million Dollars (\$14,000,000) without the prior written approval of County.

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

2.7 Taxes Withheld. Pursuant to California Revenue and Taxation Code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Consultant for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Consultant does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Consultant does not qualify, County requires that a completed and signed Form 587 be provided by the Consultant in order for payments to be made. If Consultant is qualified, then the County requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the Consultant agrees to promptly notify the County of any changes in the facts. Forms should be sent to the County pursuant to Article 12. To reduce the amount withheld, Consultant has the option to provide County with either a full or partial waiver from the State of California.

3. Term of Agreement. The term of this Agreement shall be from the Effective Date to January 29, 2021, unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

4.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving fifteen (15) days written notice to Consultant.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County may terminate this Agreement by giving fifteen (15) days written notice to Consultant of such termination, stating the reason for termination. Within the fifteen (15) day period after written notification and before termination, Consultant may attempt to resolve the underlying failure to perform its obligation and/or violation of terms of the Agreement. County will work with Consultant, but retains sole discretion to terminate this Agreement.

4.3 Delivery of Work Product and Final Payment Upon Termination.

In the event of termination, Consultant, within fourteen (14) days following the date of termination, shall deliver to County all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4 Payment Upon Termination. Upon termination of this Agreement by County, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Consultant.

4.5 Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, Tennis Wick, Department Head of Permit Sonoma, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

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

6. Insurance. With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit C, which is attached hereto and incorporated herein by this reference.

7. Prosecution of Work.

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

7.2 On-Site Work. Consultant shall complete all On-site Plan Review, including rechecks of resubmitted plans and return all plans to the customer or their representative in accordance with Exhibit A within three (3) business days of receipt by the Consultant. For the purposes of this Agreement, business days are defined as days that the County of Sonoma's Administrative Offices are open to the public.

7.3 Off-Site Work. Consultant shall complete all Off-site Plan Review and return all plans to the customer or their representative in accordance with Exhibit A within five (5) business days of receipt by the Consultant.

7.4 Rechecks. Rechecks of resubmitted plans shall be completed within three (3) business days of receipt by the Consultant.

7.5 Inspection Work. Consultant agrees to complete Inspection Services in accordance with the deadlines set forth in Exhibit A, Task 2, Table 1.

7.6 Liquidated Damages. The Parties agree that pursuant to Paragraph 13.9 of this Agreement, time is of the essence and the representations by Consultant that it would be able to complete plan review in accordance with the timelines described above were a material inducement to County to enter into this Agreement. The Parties further agree that if Consultant fails to complete plan review by the timelines listed above, the damages to the County and the public seeking to repair or reconstruct fire damaged or destroyed homes or structures would be difficult to ascertain. Therefore, the Parties agree the following liquidated damages will apply to each and every plan review that is not completed within the time frames listed in Paragraph 7.2 and 7.3 above, and will be deducted from any payment due and owing Consultant and will be retained by County as liquidated damages:

Main Dwelling or Accessory to Dwelling:

- 0-1,000 square feet: \$504.00
- 1,001-1,500 square feet: \$596.00
- 1,501-2,000 square feet: \$678.00
- 2,001-2,500 square feet: \$761.00
- Greater than 2,500 square feet: \$844.00

Garage or Storage Structure:

- 0-1,000 square feet: \$273.00
- 1,001-1,500 square feet: \$331.00
- 1,501-2,000 square feet: \$385.00
- 2,001-2,500 square feet: \$432.00
- Greater than 2,500 square feet: \$478.00

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Changes which do not exceed the delegated signature authority of the Department may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors or Purchasing Agent must authorize all other extra or changed work which exceeds the delegated signature authority of the Department Head. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9. Representations of Consultant.

9.1 Standard of Care. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees that all its work will be performed and that its operations shall be conducted in accordance

with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by County shall not operate as a waiver or release.

9.2 Status of Consultant. The parties intend that Consultant, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4, above, Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3 No Suspension or Debarment. Consultant warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Consultant becomes debarred, consultant has the obligation to inform the County

9.4 Taxes. Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish County with proof of payment of taxes on these earnings.

9.5 Records Maintenance. Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to County for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.

9.6 Conflict of Interest. Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by County, Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Consultant's or such other person's financial interests.

9.7 Statutory Compliance/Living Wage Ordinance. Consultant agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided

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

9.8 Nondiscrimination. Without limiting any other provision hereunder, Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.9 AIDS Discrimination. Consultant agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

9.10 Assignment of Rights. Consultant assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

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

9.12 Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Consultant.

10. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 4.

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

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

TO: COUNTY:

Permit Sonoma
2550 Ventura Avenue
Santa Rosa, CA 95403

Attn: Mr. Nathan Quarles
Nathan.quarles@sonoma-county.org

TO: CONSULTANT:

4Leaf, Inc
2126 Rheem Drive
Pleasanton, CA 94588

Attn: Mr. Mike Renner
mrenner@4leafinc.com

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient.

Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

13. Miscellaneous Provisions.

13.1 No Waiver of Breach. The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

13.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Consultant and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

13.3 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

13.4 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

13.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

13.6 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

13.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

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

13.9 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

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

CONSULTANT: 4LEAF, Inc.

COUNTY: COUNTY OF SONOMA

By: _____

CERTIFICATES OF INSURANCE
REVIEWED AND ON FILE:

Name: Kevin J. Duggan

By: _____

Title: President

Tennis Wick
Permit and Resource Management
Department Director

Date: _____

Date: _____

APPROVED AS TO FORM FOR COUNTY:

By: _____

County Counsel

Date: _____

AGREEMENT EXECUTED:

By: _____

Tennis Wick
Permit and Resource Management
Department Director

Date: _____

EXHIBIT A
SCOPE OF WORK

Task 1: PLAN REVIEW. Consultant shall perform the following plan review services, as assigned by the County, hereinafter collectively referred to as “Plan Review” whether for a dwelling unit, accessory structure, garage, storage structure or bridge:

- a. Consultant shall perform a pre-application screening, at the request of an owner/applicant, to assist future permit applicants identify parcel and structure information needed for a complete application.
- b. Consultant shall initialize all permit submittals within the existing Permit Sonoma Accela software system. Permit initialization shall occur at the local Resiliency Permit Center with direct applicant guidance provided where possible. All permit applications, regardless of type, shall be reviewed by Consultant at permit intake to ensure that all Permit Sonoma task approval, notices, holds and comments are set appropriately. All permit processing, local or remote, shall be conducted within the Permit Sonoma platform and all associated plans, documents, inspections and comments shall be appropriately maintained ensuring a complete record at final.
- c. Consultant shall review building, grading, and/or septic plan sets, specifications, calculations, and other information submitted to Permit Sonoma for fire damaged or destroyed dwellings or structures, and other dwellings and structures as agreed upon by Consultant and County, pursuant to a permit application to verify that the plans, specifications, and calculations comply with applicable county codes, county fire code and state laws, including but not limited to the following: Plan Review, Green Plan Review, Site Review, Planning Review, Modified Findings Report for septic systems, OWTS Manual, Grading Ordinance, Water Well Construction Standards, and Fire related plan review.
- d. Consultant shall plan review modified finding reports submitted to Permit Sonoma pursuant to applicable county septic codes and state laws.
- e. Consultant shall review a project for consistency with County of Sonoma Planning policies, including General Plan consistency.
- f. Consultant shall communicate directly with either the applicant or a professional representative designated by the applicant on the application, except that if the applicant has designated a professional representative, Consultant shall send the applicant copies of all correspondence sent to the applicant’s representative, including the notices required below.
- g. Consultant shall notify the applicant and their professional representative in writing or via e-mail or via electronic transmission of any deficiencies upon completion of initial plan check. If the applicant or their professional representative does not respond to Consultant’s notification within three (3) months from the date of the notification, Consultant shall notify the applicant and their professional

representative in writing that the applicant will be assumed to have abandoned its project if the applicant does not submit revised plans, specifications or calculations within an additional three (3) months.

- h. Consultant shall at a minimum provide the following staff at trailers provided by Permit Sonoma during all times the County of Sonoma Administrative Offices are open to the public with the following personnel to perform Plan Review Services:
 - i. (1) Project Manager
 - ii. (2) Plan Examiners
 - iii. (1) Supervising Permit Technician
 - iv. (1) Administrative Support
 - v. (1) Building Inspector
- i. Consultant shall not perform “Off-site Plan Review”, as that term is defined in Paragraph 2 of this Agreement, without the prior approval of Permit Sonoma. Upon receipt of a written request to conduct “Off-site Plan Review”, County shall provide a response to the request within four (4) hours or by the beginning of the next business day if request is made after 1:00 p.m.

Task 2: INSPECTION SERVICES. Consultant shall perform the following inspection services, as assigned by the County, collectively referred to as “Inspection Services” whether for a dwelling unit, accessory structure, garage, storage structure or bridge:

- j. Inspection Services include conducting inspections classified as, but is not limited to, the following categories of inspections: Building, Green, Electrical, Plumbing, Mechanical and Fire.
- k. Consultant shall perform all Inspections Services necessary for fire damaged or destroyed dwellings or structures necessary for the customer to receive a certificate of occupancy, or any other governmental approval necessary to close out the permit.
- l. Consultant shall utilize Permit Sonoma’s inspection scheduling system, which allows for inspections to be scheduled electronically, in person and by telephone.
- m. Consultant shall perform building inspections on a schedule that is developed and agreed upon by both County and Consultant for fire damaged and destroyed dwellings and structures, and other inspections as agreed upon by Consultant and County.
- n. Building inspections shall be performed in accordance with approved plans for each project and in conformance with the currently adopted model codes and Sonoma County Code.
- o. Consultant agrees to complete Inspection Services in accordance with the deadlines set forth in Table 1 below:

Table 1. Inspection Deadlines

Less than 200	1
200-300	2
301-400	3
401-500	4
Greater than 500	5

Task 3: MISCELLANEOUS SERVICES. Additionally, Consultant may also be requested to perform the following services, as assigned by the County, hereinafter referred to as “Miscellaneous Services”:

- p. Consultant shall perform Standard OWTS Plan Review and Non-Standard OWTS Plan Review, to review and verify septic plans, specifications, calculations, and other information submitted to Permit Sonoma pursuant to a septic permit application to verify that the plans, specifications, and calculations comply with applicable county septic codes and state laws.
- q. Consultant shall perform Standard OWTS Inspections and Non-Standard OWTS Inspections in accordance with approved plans for each project and in conformance with the currently adopted model codes and Sonoma County Code.
- r. Consultant shall perform building sewer inspection, lateral sewer inspection or combined sewer inspection in accordance with approved plans for each project and in conformance with the currently adopted model codes and sanitation district codes.

Task 4: COMMUNITY OUTREACH. Consultant shall conduct five (5) community meetings located at times mutually agreed to between Consultant and County. At least one community meeting shall be located within the Sonoma Valley. The community meetings shall provide information to the public and design professionals that informs the public about the policies and procedures of obtaining permits for repairing and reconstructing fire damaged and destroyed dwellings and structures, including but not limited to design requirements, model code requirements, Sonoma County Code requirements for building, septic and fire code compliance, and any and all state law requirements. Consultant shall provide information on how to submit plans for approval to obtain permits, the process for approval, processes for scheduling inspection appointments, and any other information necessary for residents of Sonoma County to obtain the permits described above and eventual certificates of occupancy or other governmental approval necessary to close out a permit. The community meetings can be contractor/builder/design professional focused, but at least two (2), including the one required in the Sonoma Valley, must be homeowner focused.

Task 5: DESIGN STANDARD DEVELOPMENT. Consultant shall develop, in conjunction with Permit Sonoma, a package of design standards and standard notes, including

a checklist of items a customer will need to obtain a permit for repair or reconstruction of a fire damaged or destroyed dwelling or structure.

Task 6: BID PROPOSAL REVIEW. To assist fire survivors determine where scope and pricing are appropriate, Consultant shall offer to and will, upon request, review and provide general comment and feedback on bid proposals related to a fire survivors rebuilding efforts. Such bid review shall be at no charge to customers or County.

Exhibit B
Compensation

PLAN REVIEW

Hourly Rate Sheet for On-site Plan Review:

- Project Manager: \$135.00/per hour
- Structural Engineer: \$135.00/per hour
- Fire Plans Examiner: \$120.00/per hour
- Plan Review Engineer: \$115.00/per hour
- Plans Examiner: \$100.00/per hour
- Supervising Permit Technician: \$75.00/per hour
- Permit Technician II: \$65.00/per hour
- Administrative Support: \$55.00/per hour
- Building Inspector: \$95.00/per hour
- Planner: \$115.00/per hour
- Registered Environmental Health Specialist: \$115.00/per hour
- Grading/Civil Plans Examiner: \$120.00/per hour

Lump Sum for all Plan Review for Dwelling or Accessory Structures Performed Off-Site:

- 0-1,000 square feet: \$2,316.00
- 1,001-1,500 square feet: \$2,624.00
- 1,501-2,000 square feet: \$2,888.00
- 2,001-2,500 square feet: \$3,152.00
- Greater than 2,500 square feet: \$3,416.00

Lump Sum for all Plan Review for Detached Garage or Storage Structures Performed Off-Site:

- 0-1,000 square feet: \$1,019.00
- 1,001-1,500 square feet: \$1,198.00
- 1,501-2,000 square feet: \$1,352.00
- 2,001-2,500 square feet: \$1,476.00
- Greater than 2,500 square feet: \$1,600.00

Lump Sum for all Plan Review for Concrete or Wood Bridges Performed Off-Site:

- | <u>Square Foot Range</u> | <u>Concrete</u> | <u>Wood</u> |
|--------------------------|-----------------|-------------|
|--------------------------|-----------------|-------------|

Lump Sum for Miscellaneous Plan Review Performed Off-Site:

- Standard OWTS Plan Review: \$ 514.00
- Non-Standard OWTS Plan Review: \$ 583.00

INSPECTIONS

Fixed Fee for Inspections for Dwelling or Accessory Structures:

- 0-1,000 square feet: \$2,023.00
- 1,001-1,500 square feet: \$2,633.00
- 1,501-2,000 square feet: \$3,194.00
- 2,001-2,500 square feet: \$3,759.00
- Greater than 2,500 square feet: \$4,324.00

Fixed Fee for Inspections for Detached Garages or Storage Structures:

- 0-1,000 square feet: \$1,083.00
- 1,001-1,500 square feet: \$1,487.00
- 1,501-2,000 square feet: \$1,873.00
- 2,001-2,500 square feet: \$2,216.00
- Greater than 2,500 square feet: \$2,558.00

Payment Installments for Fixed Fee Inspection Services:

1. The Consultant shall be compensated the Fixed Fees set forth above in Payment Installments in accordance with the following milestones schedule:
 - a. 30% of the Fixed Fee upon approval of the foundation inspection (#103 or #105 Permit Sonoma inspection number);
 - b. 30% of the Fixed Fee upon approval of the under floor inspection (#120);
 - c. 30% of the Fixed Fee upon approval of the close-in inspection (#132);
 - d. 10% of the Fixed Fee upon approval of the final inspection (#199).
2. In the event a permit is expired due to time limitation, normally three years after permit issuance, County shall compensate Consultant per the last milestone inspection conducted by the Consultant prior to and including the date of permit expiration.
3. In the event a permit is finalized and inspection work has been performed to justify the final and one of the milestone inspections has not been conducted due to the type of construction or project, the Consultant shall be compensated the appropriate percentage of the Fixed Fee set forth above in Fixed Fee for Inspection to ensure Consultant has been compensated 100% of the Fixed Fee for Inspection.

Lump Sum for all Inspections of Concrete or Wood Bridges:

<u>Square Foot Range</u>	<u>Concrete</u>	<u>Wood</u>
• 0-500 square feet:	\$ 272.00	\$ 118.00
• 501-1,00 square feet:	\$ 482.00	\$ 314.00
• 1,001-1,500 square feet:	\$ 692.00	\$ 440.00
• 1,501-2,000 square feet:	\$ 863.00	\$ 566.00
• Greater than 2,000 square feet:	\$ 1014.00	\$ 692.00

Lump Sum for Miscellaneous Inspections:

• Standard OWTS Inspections:	\$ 352.00
• Non-Standard Inspections:	\$ 759.00
• Building Sewer Inspections:	\$ 539.00
• Lateral Sewer Inspections:	\$ 581.00
• Combined Sewer Inspections:	\$ 762.00
• Fire Inspections:	\$ 200.00
• Re-Inspection:	\$ 85.00

Exhibit C Insurance Requirements

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

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

1. Workers Compensation and Employers Liability Insurance

- a. Required if Consultant has employees as defined by the Labor Code of the State of California.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. Required Evidence of Insurance: Certificate of Insurance.

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

2. General Liability Insurance

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

with, any insurance or self-insurance program maintained by them.

- f. The policy definition of “insured contract” shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the “f” definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between the additional insureds and Consultant and include a “separation of insureds” or “severability” clause which treats each insured separately.
- h. Required Evidence of Insurance:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
 - ii. Certificate of Insurance.

3. Automobile Liability Insurance

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

If Consultant’s services include the use or operation of a County owned vehicle, the Consultant’s insurance shall cover the following:

- e. Minimum Limit: \$2,000,000 combined single limit per accident. The required limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
- f. Insurance shall cover all owned, non-owned, and hired (including borrowed) autos.
- g. The County of Sonoma, its officers, agents and employees shall be endorsed as additional insureds with respect to Consultant’s use of vehicles owned by County.
- h. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- i. Required Evidence of Insurance:
 - i. Copy of the additional insured endorsement;
 - ii. Copy of the endorsement or policy language indicating that insurance is primary and non-contributory; and
 - iii. Certificate of Insurance

4. Professional Liability/Errors and Omissions Insurance

- a. Minimum Limits: \$1,000,000 per claim or per occurrence; \$1,000,000 annual aggregate.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County.
- c. If Consultant’s services include: (1) programming, customization, or maintenance of software: or (2) access to individuals’ private, personally identifiable information, the insurance shall cover:
 - i. Breach of privacy; breach of data; programming errors, failure of work to meet

- contracted standards, and unauthorized access; and
- ii. Claims against Consultant arising from the negligence of Consultant, Consultant's employees and Consultant's subcontractors.
- d. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
 - e. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
 - f. Required Evidence of Insurance: Certificate of Insurance specifying the limits and the claims-made retroactive date.

5. Standards for Insurance Companies

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

6. Documentation

- a. The Certificate of Insurance must include the following reference: **18-19-014 4Leaf**.
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: **PRMD 2550 Ventura Ave, Santa Rosa, CA, 95403**.
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

7. Policy Obligations

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

8. Material Breach

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



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 22
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors of Sonoma County

Board Agenda Date: January 8, 2019

Vote Requirement: Majority

Department or Agency Name(s): Probation Department

Staff Name and Phone Number:

Christine Williams, 565-2145

Supervisorial District(s):

Countywide

Title: Volunteer Center Court Referral Program Agreement

Recommended Actions:

Authorize the Chief Probation Officer to execute an agreement to reimburse the Volunteer Center of Sonoma County for court referral program services that provide opportunities for offenders to serve their community, learn job skills, and improve their employability in partnership with nonprofit and public agencies. The initial contract term will be from January 1, 2019, through December 31, 2021, with two one-year renewal options, in a total amount not to exceed \$168,000 per year and \$840,000 for the 5-year contract period.

Executive Summary:

The Probation Department is requesting the Board approve the agreement for the Volunteer Center Court Referral Program in the amount of \$168,000 per year for 3-years, with the option for two 1-year extensions with the same terms and conditions at the discretion of the County, for a grand total not to exceed amount of \$840,000 over the maximum potential term of five years. The Volunteer Center will provide Court Referral Services in the form of community service for adults and youth referred from the Superior Court, Sonoma County Probation, and other Sonoma County agencies, focused on accountability rather than punishment.

Discussion:

Description of Services

The Volunteer Center will provide Court Referral Services in the form of community service for adults and youth referred from the Superior Court, Sonoma County Probation, and other Sonoma County agencies. The program commonly serves mandated participants who cannot afford to pay a court imposed fine, for whom a fine or jail appears inappropriate, or where community service work is a mandated condition of sentence or diversion. Community service sanctions may be used in combination with fines, jail time, and probation as part of a total sentence. Additionally, through the statewide cooperative system California League of Alternative Service Providers, the program may serve Sonoma

County residents who have been assigned community service assignments in other jurisdictions or participants residing in Sonoma County who receive referrals from other jurisdictions.

The Volunteer Center has held the County contract for Court Referral Services since 7/1/12. This proposed contract incurs no increased cost for these services from the two previous Volunteer Center contracts (7/1/15-6/30/18 and 7/1/18-12/31/18). Additionally, as annual referrals (and associated participant fees to the Volunteer Center) increase, the County will see a reduction of cost as follows:

- More than 5,000 annual referrals \$108,000/year
- 4,501 – 5,000 annual referrals \$123,000/year
- 4,001 – 4,500 annual referrals \$138,000/year
- 3,501 – 4,000 annual referrals \$156,000/year
- Up to 3,500 annual referrals \$168,000/year

Request for Proposals

In collaboration with the Superior Court and the District Attorney's office, the Probation Department released a Request for Proposals (RFP) announcement on 9/6/18, which was distributed to all known organizations that might have interest in operating Sonoma County's Adult and Juvenile Court Referral Services program.

The RFP asked proposers to describe how they would implement a program to provide safe and productive settings for offenders to serve their community; offer offenders the opportunity to learn job skills and improve their employability; assist offenders in developing social, time management, and other life skills; provide offenders the opportunity to become more engaged with their community; and provide valuable support to nonprofit and public agencies.

Proposals were submitted by CorrectiveSolutions, a Delaware corporation with an office in Santa Rosa, and the Volunteer Center of Sonoma County, a nonprofit organization based in Santa Rosa. The Volunteer Center currently provides Sonoma County's court referral services program.

Proposals were rated by a committee of representatives from the Superior Court, the District Attorney's Office, and the Probation Department. Clear criteria were used in rating proposals, including organizational information, qualifications and experience, staffing, program services, and cost of service.

While both proposals presented viable programs, the evaluation committee rated the Volunteer Center more highly, based mainly on its qualifications and experience, as well as the alignment of the program services offered with the County's needs. For example, the Volunteer Center's proposal demonstrated:

- A broad array of community connections through which it can place a wide variety of program participants;
- An ability to achieve all program objectives; and
- A fee structure that allows all referrals to participate, regardless of ability to pay.

Based on its proposal review, the evaluation committee recommends awarding the court referral services contract to the Volunteer Center.

Outcomes

Referrals to the Volunteer Center were 4,767 in FY 16-17 and 3,786 in FY 17-18. At the end of the FY 17-18, the Volunteer Center reported 3,240 clients were interviewed and assigned to work at approximately 240 different sites within Sonoma County for community service. The Volunteer Center reported adult and juvenile clients combined were 83% successful completing job assignments and hours completed were equivalent to \$2,713,769 worth of service benefit back into the community (valued at \$24.69 per hour).

Additionally, the Volunteer Center contract includes agreed upon quality assurance processes and outcome reporting measures. The three quality assurance activities managed are youth exit surveys, site visits at volunteer agency locations and semi-annual agency trainings. While the Court Referral Program is not an evidence-based practice, Probation’s Program Implementation and Evaluation team is involved in measuring outcomes of participating programs. In FY 17-18, the Volunteer Center evaluated effectiveness of the Court Referral Program and reported outcome highlights from surveyed Juvenile Probationers (65% response rate) as follows:

- 99% reported increased knowledge in the area of *Skill Building* (concrete or task-oriented skills, professional development/soft skills, social skills and self-confidence)
- 89% reported increases in *Relationships and Connections* (planned to continue volunteering for same organization, stay connected to organization for services offered or relationship to staff member, made new professional community contacts)
- 98% reported increased *Community Engagement* (new understanding of the impact they can have in our community, believed the organization benefitted from their volunteer work, reported making a positive impact in community or organization, considered volunteering at non-profits in future)

For adult participants, the Volunteer Center achieved a 79.5% successful completion rate for the 2,646 adult clients interviewed in FY 17-18.

Prior Board Actions:

06/23/15 Approved contract with Volunteer Center – Court Referral Program

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

The Volunteer Center provides referring agencies balanced restorative sentencing alternatives, decreasing the need to depend on other alternatives, such as fines or incarceration. This is both a consequence and a benefit to the offenders. Participants are provided with the opportunity to learn new skills, build healthier relationships and practice the value of service to others while concurrently satisfying mandated service. The diverse array of work assignments and community agencies also allows for connection with organizations that align with client’s professional and personal development goals, while providing service benefits to the community.

Fiscal Summary			
Expenditures	FY 18-19 Adopted	FY 19-20 Projected	FY 20-21 Projected
Budgeted Expenses	\$84,000	\$168,000	\$168,000
Additional Appropriation Requested			
Total Expenditures	\$84,000	\$168,000	\$168,000
Funding Sources			
General Fund/WA GF	\$84,000	\$168,000	\$168,000
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	\$84,000	\$168,000	\$168,000
Narrative Explanation of Fiscal Impacts:			
Expenses associated with this contract are included in the FY 18-19 adopted budget. The estimated cost of \$84,000 for FY 18-19 covers the period from January 1 – June 30, 2019, of the proposed 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:			
Professional Services Agreement with the Volunteer Center of Sonoma County			
Related Items "On File" with the Clerk of the Board:			
None			

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement ("Agreement"), dated as of January 1, 2019, ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and the Volunteer Center of Sonoma County, a California nonprofit 501 (c)(3) Corporation (hereinafter "Contractor").

R E C I T A L S

WHEREAS, Contractor represents that it is duly qualified to operate a volunteer referral program and is experienced in assigning community service work to adults and juveniles involved in County's criminal justice system; and

WHEREAS, in the judgment of County, it is necessary and desirable to employ the services of Contractor to operate a volunteer referral program.

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

A G R E E M E N T

I. Scope of Services.

1.1 Contractor's Specified Services.

Contractor shall perform the services described in Exhibit A attached hereto and incorporated herein by this reference, and within the times or by the dates provided for in Exhibit A and pursuant to Article 7, "Prosecution of Work." In the event of a conflict between the body of this Agreement and Exhibit A, the provisions in the body of this Agreement shall control.

1.2 Cooperation with County. Contractor shall cooperate with County and County staff in the performance of all work hereunder.

1.3 Performance Standard. Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Contractor's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with County to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is

satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.4 Assigned Personnel.

a. Contractor shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from County. Any request for removal by County will include a written explanation of the request, which will be based upon safety or legal issues, standards of professionalism, or other concerns germane to County's interests.

b. All persons assigned to perform services under this Agreement on behalf of the Contractor are subject to background investigations performed by or under the direction of the Probation Department.

c. All persons assigned to perform services under this Agreement on behalf of the Contractor must comply with the requirements of the Prison Rape Elimination Act of 2003 (PREA) and Probation Department policies regarding PREA.

d. All licensed therapists assigned to perform services under this Agreement on behalf of Contractor shall submit copies of valid licensure from the State of California.

e. All persons assigned to perform services under this Agreement on behalf of Contractor shall submit certification of appropriate training to deliver proprietary programming.

f. Contractor shall notify the County in writing within 30 days of any change in personnel holding the positions of Executive Director or Financial Director within its organization. Contractor's failure to comply with the provisions of this Section shall be deemed a material breach of this Agreement and may result in a loss of funding and/or contract termination.

g. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professionals performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written notice to County.

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

1.5 Access to Probation Department Facilities. Contractor shall be permitted access to Probation Department facilities for the purpose of performing the services required under this Agreement. Contractor shall ensure that persons not otherwise authorized to perform services hereunder do not enter the facilities with Contractor. Contractor agrees to comply with all Probation Department policies and procedures, and any directives issued by Probation Department staff, relating to safety and security while performing services in the facilities.

2. Payment.

For all services and incidental costs required hereunder, Contractor shall be paid in accordance with the budget set forth in Exhibit B, provided, however, that total payments to Contractor shall not exceed \$168,000 per year without the prior written approval of County. Payments made to the Contractor during the term of this Agreement shall not exceed \$504,000. Such payments shall be made within 30 days of presentation of an invoice by Contractor setting forth in detail the services performed, as described in Exhibit B. Expenses not expressly authorized by the Agreement shall not be reimbursed.

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

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Contractor for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Contractor does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Contractor does not qualify, County requires that a completed and signed Form 587 be provided by the Contractor in order for payments to be made. If Contractor is qualified, then the County requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the Contractor agrees to promptly notify the County of any changes in the facts. Forms should be sent to the County pursuant to Article 12. To reduce the amount withheld, Contractor has the option to provide County with either a full or partial waiver from the State of California.

3. Term of Agreement. The term of this Agreement shall be from January 1, 2019, to December 31, 2021, unless terminated earlier in accordance with the provisions of Article 4 below. The County has the option to extend the term of this Agreement two (2) times for a period of one (1) year per extension on the same terms and conditions as set forth herein.

4. Termination.

4.1 Termination without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving five (5) days' written notice to Contractor.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Contractor fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County may immediately terminate this Agreement by giving Contractor written notice of such termination, stating the reason for termination.

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

4.4 Delivery of Work Product and Final Payment upon Termination. In the event of termination, Contractor, within fourteen (14) days following the date of termination, shall deliver to County all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Agreement and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.5 Payment upon Termination. Upon termination of this Agreement by County, Contractor shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Contractor bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Contractor shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Contractor.

4.6 Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or Department Head, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

5. Indemnification. Contractor agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities,

disabilities, or expenses, that may be asserted by any person or entity, including Contractor, that arise out of, pertain to, or relate to Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor's obligations under this Section apply whether or not there is concurrent or contributory negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Contractor's expense, subject to Contractor's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

6. Insurance. With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit C, which is attached hereto and incorporated herein by this reference.

7. Prosecution of Work. The execution of this Agreement shall constitute Contractor's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Contractor's performance of this Agreement shall be extended by a number of days equal to the number of days Contractor has been delayed.

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not increase the amount paid under the Agreement, and which do not significantly change the scope of work (Exhibit A) or significantly lengthen time schedules may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors/Purchasing Agent must authorize all other extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Contractor to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Contractor shall be entitled to no compensation whatsoever for the performance of such work. Contractor further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9. Confidentiality Requirements. Contractor and its directors, officers, employees, agents, and subcontractors shall ensure that:

9.1 All records concerning any individual or client made or kept in connection with the administration of any provision of the services provided by this Agreement shall be

confidential, and shall not be open to examination for any purpose not directly connected with the administration of the services provided here, except as requested in writing by County or as required by law.

9.2 No person shall publish, disclose, use, permit, or cause to be published, disclosed, or used any confidential or identifying information pertaining to any individual or client that is obtained in connection with the administration of any provision of the services provided by this Agreement, except as requested in writing by County or as required by law.

9.3 Contractor and its officers, employees, agents or subcontractors, shall not voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Contractor gives notice to the Probation Department of such court order or subpoena prior to compliance.

10. General Administration Requirements.

10.1 Reporting Requirements.

10.1.1 Contractor must comply with all data and information requests by the Probation Department. Information provided in response to such requests must be accurate, complete, and provided on Sonoma County-approved formats only. Failure to report on approved program forms or complete all required fields of requested information shall result in the disallowance of the Contractor’s associated costs.

10.1.2 Quality Assurance and Outcome Reporting: Contractor shall apply, document, and report on the quality assurance measures detailed in a quality assurance plan and collect and report on outcome measures detailed in a data collection strategy agreed upon and signed by both parties. These documents may be modified at any time as agreed to in writing by both parties. Contractor shall deliver these data to the Probation Department annually in a written report and during quality assurance visits, as well as when available and requested by the Probation Department.

10.2 Fiscal Management. Contractor shall maintain a financial management system to ensure control over the use of funds received by the Contractor in accordance with generally accepted accounting principles and cost allocations and Office of Budget Management (OMB) circulars A-87, Cost Principles for State, Local and Indian Tribal Governments; A-110 Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations; and A-122, Cost Principles for Non-Profit Organizations, as applicable.

10.3 Audit Requirement. Contractor shall conduct an annual audit with respect to all grant funds received under this Agreement in conformity with the Single Audit Act Amendments of 1996, and in accordance with Office of Management and Budget (OMB) Circular A-133, as appropriate. Contractor shall provide the results of such annual audits to County.

10.4 Records Maintenance. Contractor shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement. Contractor shall maintain such records for a period of five (5) years following completion of work hereunder. If, at the end of the five years, there is ongoing litigation or an outstanding audit involving those records, Contractor shall retain the records until resolution of the litigation or audit. Such records shall include:

- a. Referral information;
- b. Logs of beginning and ending dates of service for each client;
- c. Notices of successful or unsuccessful completion of any programming;
- d. All files, including personnel files;
- e. All time sheets and documentation to support salary and benefit cost expenditures and service and supply expenditures; and
- f. Any other documentation requested by the County that relates, directly or indirectly, to the services provided hereunder.

10.5 Records Disclosure. Contractor shall, during normal business hours and as often as any agent of the county, state, or federal government may deem necessary, make available for examination and/or duplication all of its records with respect to all matters covered by this Agreement. Contractor acknowledges that the above-named entities shall have the right to observe, monitor, evaluate, audit, examine, and investigate all activities of the Contractor associated with this Agreement.

10.6 Program Income Reporting. In the event that any activities conducted pursuant to the terms of this Agreement generate income to Contractor, Contractor shall report that income to County for directions as to its disposition in accordance with instructions received by County from the State of California. Contractor agrees to comply with any instructions it receives from County in this regard. In the event Contractor receives any compensatory credits and refunds, for which County has previously reimbursed Contractor, then Contractor shall remit such compensatory credits and refunds to County.

11. Representations of Contractor.

11.1 Standard of Care. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

11.2 Status of Contractor. The parties intend that Contractor, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Contractor is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4, above, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

11.3 No Suspension or Debarment. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Contractor becomes debarred, Contractor has the obligation to inform the County

11.4 Taxes. Contractor agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Contractor agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Contractor's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Contractor agrees to furnish County with proof of payment of taxes on these earnings.

11.5 Records Maintenance. Contractor shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to County for inspection at any reasonable time. Contractor shall maintain such records for a period of four (4) years following completion of work hereunder.

11.6 Conflict of Interest. Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by County, Contractor shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Contractor's or such other person's financial interests.

11.7 Statutory Compliance/Living Wage Ordinance. Contractor agrees to comply, and to ensure compliance by its subconsultants or subcontractors, with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this

Agreement. Without limiting the generality of the foregoing, Contractor expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

11.8 Nondiscrimination. Without limiting any other provision hereunder, Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religious creed, belief or grooming, sex (including sexual orientation, gender identity, gender expression, transgender, pregnancy, childbirth, medical conditions related to pregnancy, childbirth or breast feeding), marital status, age, medical condition, physical or mental disability, genetic information, military or veteran status, or any other legally protected category or prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

11.9 AIDS Discrimination. Contractor agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

11.10 Assignment of Rights. Contractor assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Contractor in connection with this Agreement. Contractor agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights. Contractor's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. Contractor shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

11.11 Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Contractor shall promptly deliver to County all such documents, which have not already been provided to County in such form or format, as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Contractor may retain copies of the above-described documents but agrees not to disclose or discuss any

information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

11.12 Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Contractor.

12. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 4.

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

14. Method and Place of Giving Notice, Submitting Bills, and Making Payments. All notices, bills, and payments shall be mailed or emailed to the address(es) requested by County or Contractor.

Notices, bills, and payments shall be effective upon receipt by the recipient. Changes may be made in the email addresses to which notices are to be sent by giving written notice pursuant to this paragraph.

15. Miscellaneous Provisions.

15.1 No Waiver of Breach. The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

15.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Contractor and County acknowledge that they have each contributed to the making of this Agreement and that, in the

event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Contractor and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

15.3 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

15.4 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

15.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

15.6 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

15.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. Each Party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

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

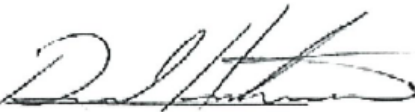
15.9 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

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

CONTRACTOR:
VOLUNTEER CENTER OF
SONOMA COUNTY

COUNTY:
COUNTY OF SONOMA

APPROVED AS TO SUBSTANCE FOR COUNTY:

By: 

By: _____

Name: David Hartman


David Koch, Chief Probation Officer

Title: Interim Executive Director

Date: _____

Date: 12/21/2018

APPROVED AS TO FORM FOR COUNTY:

By: 
County Counsel

Date: 12/24/18

CERTIFICATES OF INSURANCE ON FILE:

Department Analyst

Date: _____

EXHIBIT A: SCOPE OF WORK

Program Overview

The Court Referral Services program offers an alternative sentencing option in the form of community service for adults and youth referred from the Superior Court, Sonoma County Probation, and other Sonoma County agencies, focused on accountability rather than punishment. The program commonly serves mandated participants who cannot afford to pay a court imposed fine, for whom a fine or jail appears inappropriate, or where community service work is a mandated condition of sentence or diversion. Community service sanctions may be used in combination with fines, jail time, and probation as part of a total sentence. Additionally, through a statewide cooperative system (CLASP), the program may serve Sonoma County residents who have been assigned community service assignments in other jurisdictions or participants residing in Sonoma County who receive referrals from other jurisdictions.

Community service provides referring agencies balanced restorative sentencing alternatives that are both a consequence and a benefit to the offenders. As a restorative option for sentencing, the court referral program seeks to connect offenders to organizations, providing opportunities for participants to learn new skills, build healthier relationships, and practice the value of service to others, all while satisfying mandated service. Participants will work at one or more community agencies that align with their professional and personal development goals and within any restrictions. A diverse array of work assignments will be available, such as cleaning parks, feeding the elderly and hungry, and serving other community needs. Organizations currently in the program include Sonoma County Fairgrounds, Sonoma County Regional Parks, Sonoma County Veterans' buildings, Sonoma County Animal Control, Santa Rosa Armory, Humane Society, public schools, radio stations, fire districts, food banks, police departments, and thrift stores.

The program begins with an intake session, during which a restorative case plan is developed that incorporates accountability with personal development, as appropriate and agreed upon by referring agency. Participants complete an intake form to assess their availability and any volunteer restrictions. Questions to identify options for the participant are based on proximity to school, work, or home and availability to match with an organization. Contractor will assess for risk factors and any participant restrictions, based on referral source and case factors, as agreed upon by referring agency.

Additionally, Contractor will ensure that recipient organizations have a broad range of hours and days to accommodate the participants' schedules. Contractor will also consider transportation abilities when making placements, including verifying that work sites are accessible by public transportation. Contractor will modify placement options based on participants' offenses and the recipient organizations' limitations, if any, to achieve a satisfactory match for both.

Once assignments begin, Contractor will monitor participants' attendance and performance and communicate progress to the referring agencies at the requested frequency.

Contractor intends not to deny service to any participants from referring agencies. If Contractor determines that participants are unable to successfully participate for reasons such as safety or health concerns, it will provide other service options. For example, if mental or medical concerns arise, Contractor will attempt to find suitable alternatives or supervise participants at Contractor's office. If alternative assignments prove unsuccessful, or at any time a participant is deemed to be unsafe, then Contractor may close case and inform referring agencies in writing of the reasons for closure.

Program Staff

Contractor will provide staffing as follows, assuming the referral rate is at least 4,500 per year and the activation rate is at least 75 percent or other combinations of referral and activation rates that result in at least 3,375 active participants per year. Contractor will notify County in writing within 30 days of any changes to staffing described below.

Program Manager (1.0 FTE) is responsible for program development, strategy implementation, day-to-day management, and research on potential funding opportunities. The Program Manager is also responsible for maintaining communication with judges, commissioners, County staff, criminal justice diversion services staff, state parole officers, and alternative sentencing programs (CLASP) throughout the state.

Administrative Coordinator (1.0 FTE) is often the first point of contact for participants, and directs workflow and delegates participant needs. While managing the casework calendars, the Administrative Coordinator provides documentation to participants and processes orientations. The administrative Coordinator also manages data entry and record keeping and supports the program manager in closing cases to report to the referring agencies.

Bilingual Spanish Youth Case Manager (1.0 FTE) manages a caseload of youth participants and monitors monthly and semi-monthly participant progress.

Bilingual Spanish Adult Case Manager (1.0 FTE) facilitates orientations and provides Work Release case supervision. This position will manage a caseload of adult Probation and Superior Court participants, help coordinate referral participants, and support the program case monitoring.

Youth Case Manager (0.6 FTE) manages a youth caseload of Sonoma County Office of Education and Homeless Court participants, helps coordinate referral participants, and supports the program case monitoring.

Adult and Youth Case Manager (0.6 FTE) works with nonprofit partners to expand opportunities and manage placements, manages a case load of adult Probation and

Superior Court participants, and helps coordinate referral participants and support the program case monitoring.

Volunteer and Membership Services Manager (0.2 FTE) identifies optimal placement sites for referrals. This position, in collaboration with Program Manager, also works with participants who have completed community service but who wish to continue their community engagement beyond any court mandate.

Participants are interviewed by a Case Manager, the Administrative Coordinator, or the Program Manager. All staff is trained to interview participants, process agency changes, extensions, and transfers to assist participants in a timely manner.

While participants will make the final decision on where they would like to work, the Case Manager determines initial work assignment options based on community need and agency site restrictions. The Case Manager will provide time sheets and instructions for volunteer verification. Progress checks are made by telephone, email, or fax, to the worksite or to the participant. Changes in assignments are made as needed. Case Managers also assist in exit surveys, pre- and post-assessments with the participants, and referrals as necessary and other components of the restorative case plan. Case Managers will perform nonprofit site visits to continually monitor the training and supervision of participants.

Additionally, Contractor will seek volunteer labor to be based on need, as follows:

Agency Volunteers, supervised by the Volunteer and Membership Services Manager, helps coordinate new placement sites, follows up with agencies, and updates information.

Volunteer Advocates, supervised by the Volunteer and Membership Services Manager and Program Manager, are trained to provide orientations for participants. These volunteers are community members, including former justice-involved participants, who support program goals and serve as mentors and advocates for participants. Contractor trains Volunteer Advocates in trauma informed practices, focused on helping participants successfully complete service requirements. Volunteer Advocates also provide ongoing services such as completion of resume and volunteer certification for employment purposes.

Separation of Populations

Contractor will keep youth and adult referrals separate during all phases of program participation within its control, including scheduling intake appointments at Contractor locations during youth only office hours and assigning youth clients to organizations limiting contact with adults.

Hours of Operation

Contractor’s main office in Santa Rosa will serve program participants during the following hours,* excepting holidays:

	Monday	Tuesday	Wednesday	Thursday	Friday
Office Hours	8:30 a.m.- 5:00 p.m.	8:30 a.m.- 6:00 p.m.	8:30 a.m.- 6:00 p.m.	8:30 a.m.- 5:00 p.m.	8:30 a.m.- 5:00 p.m.
Open to Youth Only			2:00 p.m.- 6:00 p.m.	2:00 p.m.- 5:00 p.m.	
Open to Adults Only	9:00 a.m. - 5:00 p.m.	9:00 a.m.- 6:00 p.m.	9:00 a.m. - 1:30 p.m.	9:00 a.m. - 1:30 p.m.	9:00 a.m. - 5:00 p.m.

* Hours may change by written agreement between County and Contractor 30 days in advance.

Additionally, Contractor will schedule intake appointments at a partner agency office in Petaluma starting on a bi-weekly basis and increasing frequency to weekly by April 30, 2019, or upon reaching an average of 30 interviewed referrals per month. Contractor will also seek a partner agency office north of Santa Rosa to provide a similar service. If such office is not available by December 31, 2019, Contractor will provide a written summary of steps being taken to secure an office and the anticipated date that an office will be available. Once north county intake appointments commence, Contractor will immediately provide similar summaries during the term of the Agreement if the office becomes unavailable for weekly intake appointments or if the south county office becomes unavailable.

Quality Assurance Plan and Data Collection Strategy

Contractor will apply, document, and report on the quality assurance measures detailed in a Quality Assurance Plan and collect and report on outcome measures detailed in a Data Collection Strategy agreed upon and signed by both parties. These documents may be modified at any time as agreed to in writing by both parties. Contractor will deliver these data to the Probation Department and the Superior Court of California Sonoma County annually in a written report and during quality assurance visits, as well as when available and requested by referring agencies.

EXHIBIT B: FEE SCHEDULE

Fees to County

County will pay Contractor for services provided under this Agreement based on the fees set forth in this Exhibit, which specifies agreed upon rates and guidelines for County's payments to Contractor. Contractor shall not charge County for any other costs or fees unless prior written approval is obtained from County. Payments made to the Contractor during the term of this Agreement shall not exceed \$504,000.

Except as described below, County shall pay Contractor \$14,000 per month during the term of this Agreement for each month of January through November. Following each November, County shall pay Contractor or receive a credit from Contractor such that total annual payments correspond to the following table.

Annual Number of Referrals (January 1 through December 31)	Annual Payment
More than 5,000	\$108,000
4,501 – 5,000	\$123,000
4,001 – 4,500	\$138,000
3,501 – 4,000	\$156,000
Up to 3,500	\$168,000

Example: If 4,200 referrals were made during the year, the annual payment due would be \$138,000. As of the November invoice, County will have paid Contractor \$154,000 (\$14,000 per month times 11 months). In this case, County would be due a \$16,000 credit, which would materialize as zero-dollar invoices for December and the following January and a \$2,000 credit for the following February.

During the final five (5) months of the term of this Agreement, if the annualized number of referrals is trending above 3,500, County may reduce monthly payments to Contractor such that the annual payment will correspond to the table above. Once the calendar year and Agreement terminate, County or Contractor will make any payment due to the other per the table above.

Number of referrals refers to the combined number of individual referrals during each calendar year (January 1 through December 31) from the Sonoma County Superior Court of California, the Sonoma County Probation Department, and any other State or County agency for which participant fees would be paid under this Agreement. In the event of a disagreement between County and Contractor regarding number of referrals, County and Contractor staff shall meet within 10 business days to attempt to resolve the disagreement. If this meeting fails to resolve the disagreement, Contractor's Executive Director shall meet with the Probation Department's Chief Probation Officer or Deputy Chief Probation Officer within 10 business days of the prior meeting.

Fees to Participants

Except as described below, Contractor may charge participants according to the following table. Although Contractor may request full participant fees during intake sessions, flexible payment options will be offered. For example, if fees exceed \$60, participants may pay half of the fee during intake and the remaining half upon program completion. In all cases, Contractor will work with participants to minimize any barriers to participation that fees might pose.

Number of Hours Requested by Referring Agency	Participant Fee
Up to 16 hours	\$40
17-49 hours	\$60
50-99 hours	\$75
100-149 hours	\$100
150-199 hours	\$140
200-299 hours	\$160
300-399 hours	\$175
400-499 hours	\$200
500 or more hours*	\$250

* Participants requiring monitoring for more than one year may be charged additional fees, which will not exceed \$250 for each additional 500 hours served. In addition, participants extended beyond two years from original assigned case date may be charged \$60 for each additional year, in addition to the fee of \$250 for each additional 500 hours served.

Contractor will charge Work Release participants a fee equal to that for Sonoma County Work Crew participants (currently \$22 per eight-hour work assignment).

Contractor will provide fee waivers or reductions as follows:

- Participants referred from the Probation Department's Juvenile Division will pay no fees.
- Contractor will allow all participants to file a fee waiver request and extend a 50 percent fee waiver to those who receive benefits from Supplemental Security Income, county General Assistance programs, or the Supplemental Nutrition Assistance Program. Contractor may offer fee reductions to other participants on a case-by-case basis.
- Fee waivers may be limited for participants with two unsuccessful cases within two years of activating the first case, in order to discourage unreasonable dependence on waivers.

If participants fail to pay fees according to an agreed upon schedule, Contractor may close their cases and report to the referring agencies the number of hours that participants performed prior to case closure. However, if participants whose cases have been closed

subsequently verify additional volunteer hours served, before due date or closed date if closed pre-maturely, Contractor will amend its records to reflect these hours.

Invoices

Contractor's invoices shall include the following information:

- Current period and year-to-date revenues received from County and participant fees.
- Current period and year-to-date number of referrals separated by referring agency, program, and age (adult versus juvenile).
- Current period number of referrals interviewed and assigned service.
- Current period number of referrals not interviewed and the reason for not interviewing.
- Current period number of cases closed and participant outcome (completed all assigned work, completed part of assigned work, etc.).
- Current period demographic reports for adult and juvenile referrals that include gender, age ranges, employment status, ethnicity, offense type, and whether referrals were interviewed.

Expenses not expressly authorized by this Agreement will not be reimbursed.

EXHIBIT C: INSURANCE REQUIREMENTS

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

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

1. Workers' Compensation and Employers' Liability Insurance

- a. Required if Contractor has employees as defined by the Labor Code of the State of California.
- b. Workers' Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers' Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. Required Evidence of Insurance: Certificate of Insurance.

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

2. General Liability Insurance

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

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

3. Automobile Liability Insurance

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

4. Professional Liability/Errors and Omissions Insurance

- a. Minimum Limits: \$1,000,000 per claim or per occurrence; \$1,000,000 annual aggregate.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000, it must be approved in advance by County.
- c. If Contractor’s services include: (1) programming, customization, or maintenance of software: or (2) access to individuals’ private, personally identifiable information, the insurance shall cover:
 - i. Breach of privacy; breach of data; programming errors, failure of work to meet contracted standards, and unauthorized access; and
 - ii. Claims against Contractor arising from the negligence of Contractor, Contractor’s employees and Contractor’s subcontractors.
- d. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- e. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation

coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

- f. Required Evidence of Insurance: Certificate of Insurance specifying the limits and the claims-made retroactive date.

5. Standards for Insurance Companies

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

6. Documentation

- a. The Certificate of Insurance must include the following reference: Sonoma County Probation—Court Referral Services.
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Contractor agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is:

County of Sonoma, its Officers, Agents, and Employees
600 Administration Drive, Suite 104J
Santa Rosa, CA 95403

- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

7. Policy Obligations

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

8. Material Breach

If Contractor fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its

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



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 23
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: January 8, 2019

Vote Requirement: Majority

Department or Agency Name(s): Regional Parks and Auditor-Controller-Treasure-Tax Collector

Staff Name and Phone Number:

Bert Whitaker, 565-3064
James Nantell, 565-2946

Supervisorial District(s):

All

Title: Implementation of 2018 Parks Measure M

Recommended Actions:

- (1) Approve a Resolution to Authorize County Administrator to Execute Agreements with the State Department of Tax and Fee Administration for Implementation of the Local Transaction and Use Tax on Behalf of the County of Sonoma authorized by Sonoma County voters;
- (2) Approve a Resolution to authorize the Examination of Transaction and Use (Sales) Tax Records and retain a consultant to assist with sales tax analysis and audits; and
- (3) Authorize Director Whitaker and his designee to coordinate with the California Department of Tax and Fee Administration to execute any other necessary documents to proceed with the administration of the tax.

Executive Summary:

On August 7, 2018, the Board of Supervisors adopted a resolution calling a special election to submit to the voters of Sonoma County a proposed one-eighth cent sales tax measure entitled the "Sonoma County Parks Improvement, Water Quality, and Fire Safety Measure Transactions and Use Tax Ordinance," and ordering that the special election be consolidated with the statewide general election to be conducted on November 6, 2018. The final election results for the November 6, 2018 election shows that the 2018 Parks Measure M was approved by 72.6% of the voters. Pursuant to Revenue and Taxation Code 7265, the new 1/8% sales tax is scheduled to become operative as of April 1, 2019. The implementation of the measure requires agreements and additional information be provided to the California Department of Tax and Fee Administration.

Discussion:

With the successful passage of Parks Measure M, on November 27, 2018 staff received communication from the California Department of Tax and Fee Administration (CDTFA) requesting the following information in order to implement this new tax. As you can see in the table below, some items require

board approval or authorization. The deadline to submit this information to the CDTFA is **February 1, 2019**.

Item	Requires Board Approval or Authorization?
1. Agreement for Preparation to Administer and Operate County’s Transactions and Use Tax Ordinance	Yes, authorize CAO
2. Agreement for State Administration of County’s Transactions and Use Taxes	Yes, authorize CAO
3. Certification of Final Election Results showing passage of Measure M	Yes, separate from this agenda item
4. Certified copy of the Transactions and Use Tax Ordinance	Provided on 8/7/18 BOS meeting
5. Certified copy of the County’s resolution authorizing the agreements and designating who may execute said agreements—attached	Yes, for approval
6. Address Information Form	No
7. Designation Letter	Yes, authorize CAO
8. District Resolution	Yes, for approval
9. Jurisdiction Contact Form	No
10. CDTFA 555-LJ	No
11. Media and Registration Request Form	No

As is the case with the Agriculture Preservation Open Space District Measure and other sales tax measures, it is typical to retain a consultant to assist with sales tax analysis and audits. The Sonoma County Agricultural Preserve and Open Space District has an existing contract with Hinderliter, de Llamas and Associates (HdL) to perform those services for the District’s sales tax revenues. As recommended by the Auditor, Controller, Treasure, Tax Collector Department staff we are requesting authority for the Regional Parks Director to engage HdL through a separate contract to provide similar services for Measure M revenues.

HdL will charge a fee for services pertaining to Measure M of \$100 per month with a charge of 25% of recovered funds for eight quarters after determination of an error. The fees will be covered by the Department’s Measure M funds. HdL’s strong record of positive results, its prominence in the sales tax audit industry, and its long history with Sonoma County all support the benefits of HdL providing services in support of Measure M revenues and have been considered as a single source provider for these services.

Staff will be returning to the Board of Supervisors at a later date with a first year work plan identifying plans for the use of the Measure M funds.

Prior Board Actions:

On August 7, 2018, the Board of Supervisors adopted the “Sonoma County Parks Improvement, Water Quality, and Fire Safety Measure Transactions and Use Tax Ordinance,” and adopted a resolution calling a special election for November 6, 2018.

On July 10, 2018 the Board adopted a resolution introducing proposed ordinance imposing a 1/8 cent transactions and use tax in Sonoma County for Regional Parks and City Parks and waiving further reading.

On June 13, 2018 the Board of Supervisors received a report on the potential Parks ballot measure and directed staff to return in July to place the measure on the ballot.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Parks Measure provides funding to invest in park improvements and deferred maintenance to increase the useful life of our Regional and City Parks and facilities to serve the community over the next 10 years. In addition it will provide funding to invest in natural resources and water shed management to protect the environment.

Fiscal Summary

Expenditures	FY 18-19 Adopted	FY 19-20 Projected	FY 20-21 Projected
Budgeted Expenses	300	7,500,000	8,000,000
Additional Appropriation Requested			
Total Expenditures	300	7,500,000	8,000,000

Funding Sources

General Fund/WA GF			
State/Federal			
Fees/Other	300	7,500,000	8,000,000
Use of Fund Balance			
Contingencies			
Total Sources	300	7,500,000	8,000,000

Narrative Explanation of Fiscal Impacts:

Parks Measure M is estimated to generate an additional \$11.5 million annually for the next 10 years of which \$7,500,000 will go to Regional Parks and \$3,841,000 to city parks. Cost for the Auditor-Controller-Treasure-Tax Collector to administer the measure will come from the Measure M funds prior to distributing to the cities and Regional Parks. An anticipated cost of \$300 for HdL services, from April to June 2019, will be absorbed in the current Fiscal Year 18-19 appropriations.

Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
<ul style="list-style-type: none"> A. Resolution to Authorize the County Administrator to Execute Agreements with the State Department of Tax and Fee Administration B. Resolution to Authorize the Examination of Transaction and Use (Sales) Tax Records. C. Agreement for Preparation to Administer and Operate County’s Transactions and Use Tax Ordinance D. Agreement for State Administration of County Transactions and Use Taxes E. Contract with Hinderliter, de Llamas and Associates for Sales Tax audit and information. F. Election Results for November 6, 2018 Parks Measure M 			
Related Items “On File” with the Clerk of the Board:			



County of Sonoma
State of California

Date: January 8, 2019

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Resolution of the Board of Supervisors of the County of Sonoma, State of California, Authorizing the
County Administrator to Execute Agreements with the California Department of Tax and Fee
Administration for Implementation of a Local Transaction and Use Tax

Whereas, on August 7, 2018, the County Board of Supervisors approved Ordinance No. 6238 amending the County Municipal Code and providing for a local transactions and use tax; and

Whereas, the California Department of Tax and Fee Administration (Department) administers and collects the transactions and use taxes for all applicable jurisdictions within the state; and

Whereas, the Department will be responsible to administer and collect the transactions and use tax for the County; and

Whereas, the Department requires that the County enter into a “Preparatory Agreement” and an “Administration Agreement” prior to implementation of said taxes, and

Whereas, the Department requires that the County Board of Supervisors authorize the agreements;

Now, Therefore, Be It Resolved by the County Board of Supervisors of Sonoma County that the “Preparatory Agreement” attached as Exhibit A and the “Administrative Agreement” attached as Exhibit B are hereby approved and the County Administrator is hereby authorized to execute each agreement.

* * * * *

Resolution #

Date:

Page 2

The foregoing resolution was introduced and adopted at a regular meeting of the County Board of Supervisors of the County of Sonoma held on January 8, 2019 by the following vote, to wit:

Supervisors:

Gorin:

Zane:

Gore :

Hopkins:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

DATED: _____

ATTEST: (s) _____ (s) _____



County of Sonoma
State of California

Date: January 8, 2019

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma, State of California
Authorizing the Examination of 2018 Measure M Transactions (Sales) and Use Tax
Records**

WHEREAS, pursuant to Ordinance No. 6238 of Sonoma County hereinafter called County and Section 7270 of the Revenue and Taxation Code, the County entered into a contract with the California Department of Tax and Fee Administration (CDTFA) to perform all functions incident to the administration and operation of the Transactions and Use Tax Ordinance; and

WHEREAS, the County deems it desirable and necessary for authorized representatives of the County to examine confidential transactions and use tax records of the California Department of Tax and Fee Administration pertaining to transactions and use taxes collected by the Board for the County pursuant to that contract; and

WHEREAS, Section 7056 of the Revenue and Taxation Code sets forth certain requirements and conditions for the disclosure of CDTFA records and establishes criminal penalties for the unlawful disclosure of information contained in or derived from, the transactions and use tax records of the Board;

NOW, THEREFORE IT IS RESOLVED AND ORDERED AS FOLLOWS:

Section 1. That the Sonoma County Administrative Officer (CAO), Sonoma County Auditor-Controller Treasurer Tax-Collector (ACTTC), Regional Parks Director, Regional Parks Deputy Director and the Regional Parks Administrative Officer II or other officer or employee of the County designated in writing by the CAO or ACTTC to the CDTFA is hereby appointed to represent the County with authority to examine 2018 Measure M transactions and use tax records of the CDTFA pertaining to transactions and use taxes collected for the County by the CDTFA pursuant to the contract between the County and the CDTFA. The information obtained by examination of CDTFA records shall be used only for purposes related to the collection of the County's 2018 Measure M transactions and use taxes by the CDTFA pursuant to the contract.

Section 2. That the Regional Park Director, Regional Parks Deputy Director and the Regional Parks Administrative Services Officer II or other officer or employee of the County designated in writing by the CAO or ACTTC to the CDTFA is hereby appointed to represent the County with authority to examine those 2018 Measure M transactions and use tax records of the Board. The information obtained by examination of Board records shall be used only for purposes related to the collection of the County's 2018 Measure M transactions and use taxes by the Board pursuant to the contract.

Section 3. The County has contracted with Hinderliter, de Lamas and Associates (HdL) to assist the County with sales tax and economic analysis, allocation and audit recovery services, and other consulting services. HdL is hereby designated to examine the transactions and use tax records of the CDTFA pertaining to 2018 Measure M transactions and use taxes collected for the County by the Board. The person or entity designated by this section meets all of the following conditions:

- a) Has an existing contract with the County to examine those transactions and use tax records;
- b) Is required by that contract to disclose information contained in, or derived from those transactions and use tax records only to the officer or employee authorized under Section 1 or 2 of this resolution to examine the information;
- c) Is prohibited by that contract from performing consulting services for a retailer during the term of that contract; and
- d) Is prohibited by that contract from retaining the information contained in, or derived from those transactions and use tax records after that contract has expired.

BE IT FURTHER RESOLVED that the information obtained by examination of Board records shall be used only for purposes related to the collection of County's 2018 Measure M transactions and use taxes by the Board pursuant to the contracts between the County and Board.

Supervisors:

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

So Ordered.

**AGREEMENT FOR PREPARATION TO ADMINISTER AND OPERATE
COUNTY'S TRANSACTIONS AND USE TAX ORDINANCE**

In order to prepare to administer a transactions and use tax ordinance adopted in accordance with the provision of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code, the County of Sonoma, hereinafter called *County*, and the CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION, hereinafter called *Department*, do agree as follows:

1. The Department agrees to enter into work to prepare to administer and operate a transactions and use tax in conformity with Part 1.6 of Division 2 of the Revenue and Taxation Code which has been approved by a majority of the electors of the County and whose ordinance has been adopted by the County.

2. County agrees to pay to the Department at the times and in the amounts hereinafter specified all of the Department's costs for preparatory work necessary to administer the County's transactions and use tax ordinance. The Department's costs for preparatory work include costs of developing procedures, programming for data processing, developing and adopting appropriate regulations, designing and printing forms, developing instructions for the Department's staff and for taxpayers, and other appropriate and necessary preparatory costs to administer a transactions and use tax ordinance. These costs shall include both direct and indirect costs as specified in Section 11256 of the Government Code.

3. Preparatory costs may be accounted for in a manner which conforms to the internal accounting and personnel records currently maintained by the Department. The billings for costs may be presented in summary form. Detailed records of preparatory costs will be retained for audit and verification by the County.

4. Any dispute as to the amount of preparatory costs incurred by the Department shall be referred to the State Director of Finance for resolution, and the Director's decision shall be final.

5. Preparatory costs incurred by the Department shall be billed by the Department periodically, with the final billing within a reasonable time after the operative date of the ordinance. County shall pay to the Department the amount of such costs on or before the last day of the next succeeding month following the month when the billing is received.

6. The amount to be paid by County for the Department's preparatory costs shall not exceed one hundred seventy-five thousand dollars (\$175,000) (Revenue and Taxation Code Section 7272.)

7. Communications and notices may be sent by first class United States mail. Communications and notices to be sent to the Department shall be addressed to:

California Department of Tax and Fee Administration
P.O. Box 942879
Sacramento, California 94279-0027

Attention: Supervisor
Local Revenue Branch

Communications and notices to be sent to County shall be addressed to:

Randy Siple, Accounting Manager Auditor Controller Tax Collector

585 Fiscal Dr., Ste. 100

Santa Rosa, Ca. 95403

8. The date of this agreement is the date on which it is approved by the Department of General Services. This agreement shall continue in effect until the preparatory work necessary to administer County's transactions and use tax ordinance has been completed and the Department has received all payments due from County under the terms of this agreement.

COUNTY OF SONOMA _____

CALIFORNIA DEPARTMENT OF TAX
AND FEE ADMINISTRATION

By _____
(Signature)

By _____
Administrator

Sheryl Bratton
(Typed Name)

County Administrator
(Title)

**AGREEMENT FOR STATE ADMINISTRATION
OF COUNTY TRANSACTIONS AND USE TAXES**

The County Department of Supervisors of the County of Sonoma has adopted, and the voters of the County of Sonoma (hereafter called "County" or "District") have approved by the required majority vote, the County of Sonoma Transactions and Use Tax Ordinance (hereafter called "Ordinance"), a copy of which is attached hereto. To carry out the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code and the Ordinance, the California Department of Tax and Fee Administration, (hereinafter called the "Department") and the County do agree as follows:

**ARTICLE I
DEFINITIONS**

Unless the context requires otherwise, wherever the following terms appear in the Agreement, they shall be interpreted to mean the following:

A. "District taxes" shall mean the transactions and use taxes, penalties, and interest imposed under an ordinance specifically authorized by Revenue and Taxation code Section 7285.5, and in compliance with Part 1.6, Division 2 of the Revenue and Taxation Code.

B. "County Ordinance" shall mean the County's Transactions and Use Tax Ordinance referred to above and attached hereto, Ordinance No. 6238, as amended from time to time, or as deemed to be amended from time to time pursuant to Revenue and Taxation Code Section 7262.2.

**ARTICLE II
ADMINISTRATION AND COLLECTION
OF COUNTY TAXES**

A. Administration. The Department and County agree that the Department shall perform exclusively all functions incident to the administration and operation of the County Ordinance.

B. Other Applicable Laws. County agrees that all provisions of law applicable to the administration and operation of the State Sales and Use Tax Law which are not inconsistent with Part 1.6 of Division 2 of the Revenue and Taxation Code shall be applicable to the administration and operation of the County Ordinance. County agrees that money collected pursuant to the County Ordinance may be deposited into the State Treasury to the credit of the Retail Sales Tax Fund and may be drawn from that Fund for any authorized purpose, including making refunds, compensating and reimbursing the Department pursuant to Article IV of this Agreement, and transmitting to County the amount to which County is entitled.

C. Transmittal of money.

1. For the period during which the tax is in effect, and except as otherwise provided herein, all district taxes collected under the provisions of the County Ordinance shall be transmitted to County periodically as promptly as feasible, but not less often than twice in each calendar quarter.

2. For periods subsequent to the expiration date of the tax whether by County's self-imposed limits or by final judgment of any court of the State of California holding that County's ordinance is invalid or void, all district taxes collected under the provisions of the County Ordinance shall be transmitted to County not less than once in each calendar quarter.

3. Transmittals may be made by mail or electronic funds transfer to an account of the County designated and authorized by the County. A statement shall be furnished at least quarterly indicating the amounts withheld pursuant to Article IV of this Agreement.

D. Rules. The Department shall prescribe and adopt such rules and regulations as in its judgment are necessary or desirable for the administration and operation of the County Ordinance and the distribution of the district taxes collected thereunder.

E. Preference. Unless the payor instructs otherwise, and except as otherwise provided in this Agreement, the Department shall give no preference in applying money received for state sales and use taxes, state-administered local sales and use taxes, and district transactions and use taxes owed by a taxpayer, but shall apply moneys collected to the satisfaction of the claims of the State, cities, counties, cities and counties, redevelopment agencies, other districts, and County as their interests appear.

F. Security. The Department agrees that any security which it hereafter requires to be furnished by taxpayers under the State Sales and Use Tax Law will be upon such terms that it also will be available for the payment of the claims of County for district taxes owing to it as its interest appears. The Department shall not be required to change the terms of any security now held by it, and County shall not participate in any security now held by the Department.

G. Records of the Department.

When requested by resolution of the legislative body of the County under section 7056 of the Revenue and Taxation Code, the Department agrees to permit authorized personnel of the County to examine the records of the Department, including the name, address, and account number of each seller holding a seller's permit with a registered business location in the County, pertaining to the ascertainment of transactions and use taxes collected for the County. Information obtained by the County from examination of the Department's records shall be used by the County only for purposes related to the collection of transactions and use taxes by the Department pursuant to this Agreement.

H. Annexation. County agrees that the Department shall not be required to give effect to an annexation, for the purpose of collecting, allocating, and distributing District transactions and use taxes, earlier than the first day of the calendar quarter which commences not less than two months after notice to the Department. The notice shall include the name of the county or counties annexed to the extended County boundary. In the event the County shall annex an area, the boundaries of which are not coterminous with a county or counties, the notice shall include a description of the area annexed and two maps of the County showing the area annexed and the location address of the property nearest to the extended County boundary on each side of every street or road crossing the boundary.

ARTICLE III

ALLOCATION OF TAX

A. Allocation. In the administration of the Department's contracts with all districts that impose transactions and use taxes imposed under ordinances, which comply with Part 1.6 of Division 2 of the Revenue and Taxation Code:

1. Any payment not identified as being in payment of liability owing to a designated district or districts may be apportioned among the districts as their interest appear, or, in the discretion of the Department, to all districts with which the Department has contracted using ratios reflected by the distribution of district taxes collected from all taxpayers.

2. All district taxes collected as a result of determinations or billings made by the Department, and all amounts refunded or credited may be distributed or charged to the respective districts in the same ratio as the taxpayer's self-declared district taxes for the period for which the determination, billing, refund or credit applies.

B. Vehicles, Vessels, and Aircraft. For the purpose of allocating use tax with respect to vehicles, vessels, or aircraft, the address of the registered owner appearing on the application for registration or on the certificate of ownership may be used by the Department in determining the place of use.

ARTICLE IV COMPENSATION

The County agrees to pay to the Department as the Department's cost of administering the County Ordinance such amount as is provided for by law. Such amounts shall be deducted from the taxes collected by the Department for the County.

ARTICLE V MISCELLANEOUS PROVISIONS

A. Communications. Communications and notices may be sent by first class United States mail to the addresses listed below, or to such other addresses as the parties may from time to time designate. A notification is complete when deposited in the mail.

Communications and notices to be sent to the Department shall be addressed to:

California Department of Tax and Fee Administration
P.O. Box 942879
Sacramento, California 94279-0027

Attention: Administrator
Local Revenue Branch

Communications and notices to be sent to the County shall be addressed to:

Randy Siple, Accounting Manager Auditor Controller Tax Collector

585 Fiscal Dr., Ste. 100

Santa Rosa, Ca. 95403

Unless otherwise directed, transmittals of payment of District transactions and use taxes will be sent to the address above.

B. Term. The date of this Agreement is the date on which it is approved by the Department of General Services. The Agreement shall take effect on April 1, 2019. This Agreement shall continue until December 31 next following the expiration date of the County Ordinance, and shall thereafter be renewed automatically from year to year until the Department completes all work necessary to the administration of the County Ordinance and has received and disbursed all payments due under that Ordinance.

C. Notice of Repeal of Ordinance. County shall give the Department written notice of the repeal of the County Ordinance not less than 110 days prior to the operative date of the repeal.

ARTICLE VI
ADMINISTRATION OF TAXES IF THE
ORDINANCE IS CHALLENGED AS BEING INVALID

A. Impoundment of funds.

1. When a legal action is begun challenging the validity of the imposition of the tax, the County shall deposit in an interest-bearing escrow account, any proceeds transmitted to it under Article II. C., until a court of competent jurisdiction renders a final and non-appealable judgment that the tax is valid.

2. If the tax is determined to be unconstitutional or otherwise invalid, the County shall transmit to the Department the moneys retained in escrow, including any accumulated interest, within ten days of the judgment of the trial court in the litigation awarding costs and fees becoming final and non-appealable.

B. Costs of administration. Should a final judgment be entered in any court of the State of California, holding that County's Ordinance is invalid or void, and requiring a rebate or refund to taxpayers of any taxes collected under the terms of this Agreement, the parties mutually agree that:

1. Department may retain all payments made by County to Department to prepare to administer the County Ordinance.

2. County will pay to Department and allow Department to retain Department's cost of administering the County Ordinance in the amounts set forth in Article IV of this Agreement.

3. County will pay to Department or to the State of California the amount of any taxes plus interest and penalties, if any, that Department or the State of California may be required to rebate or refund to taxpayers.

4. County will pay to Department its costs for rebating or refunding such taxes, interest, or penalties. Department's costs shall include its additional cost for developing procedures for processing the rebates or refunds, its costs of actually making these refunds, designing and printing forms, and developing instructions for Department's staff for use in making these rebates or refunds and any other costs incurred by Department which are reasonably appropriate or necessary to make those rebates or refunds. These costs shall include Department's direct and indirect costs as specified by Section 11256 of the Government Code.

5. Costs may be accounted for in a manner, which conforms to the internal accounting, and personnel records currently maintained by the Department. The billings for such costs may be presented in summary form. Detailed records will be retained for audit and verification by County.

6. Any dispute as to the amount of costs incurred by Department in refunding taxes shall be referred to the State Director of Finance for resolution and the Director's decision shall be final.

7. Costs incurred by Department in connection with such refunds shall be billed by Department on or before the 25th day of the second month following the month in which the judgment of a court of the State of California holding County's Ordinance invalid or void becomes final. Thereafter Department shall bill County on or before the 25th of each month for all costs incurred by Department for the preceding calendar month. County shall pay to Department the amount of such costs on or before the last day of the succeeding month and shall pay to Department the total amount of taxes, interest, and penalties refunded or paid to taxpayers, together with Department costs incurred in making those refunds.

COUNTY OF SONOMA

CALIFORNIA DEPARTMENT OF TAX
AND FEE ADMINISTRATION

By _____
(Signature)

By _____
Administrator

Sheryl Bratton
(Typed Name)

County Administrator
(Title)

AGREEMENT FOR TRANSACTIONS TAX AUDIT & INFORMATION SERVICES

This Agreement is made and entered into as of the __1st__ day of ____April _____, 2019 by and between the COUNTY OF SONOMA, hereinafter referred to as “COUNTY” and HINDERLITER, DE LLAMAS AND ASSOCIATES a California Corporation, hereinafter referred to as “CONTRACTOR”.

I. RECITALS

WHEREAS, transactions tax revenues can be increased through a system of continuous monitoring, identification and correction of allocation errors and reporting deficiencies, and

WHEREAS, an effective program of transactions and use tax management can provide for more accurate budget forecasting and financial planning; and

WHEREAS, COUNTY desires the combination of data entry, report preparation, and data analysis necessary to effectively manage its Measure “M” transactions and use tax base the recovery of revenues either unreported or erroneously allocated to other jurisdictions; and

WHEREAS, CONTRACTOR has the programs, equipment and personnel required to deliver the transactions and use tax related services referenced herein;

THEREFORE, COUNTY and CONTRACTOR, for the consideration hereinafter described, mutually agree as follows:

II. SERVICES

The CONTRACTOR shall perform the following services:

A. DEFICIENCY/ALLOCATION REVIEWS AND RECOVERY

1. CONTRACTOR shall conduct on-going reviews to identify and correct unreported transactions and use tax payments and distribution errors thereby generating previously unrealized revenue for the COUNTY. Said reviews shall include:
 - (i) Comparison of county-wide local tax allocations to transactions tax for brick and mortar stores and other cash register-based businesses, where clearly all transactions are conducted on-site within the Measure “M” COUNTY boundaries, and therefore subject to transactions tax.
 - (ii) Review of any significant one-time use tax allocations to ensure that there is corresponding transaction tax payments for taxpayers with nexus within the COUNTY boundaries.
 - (iii) Review of state-wide transactions tax allocations and patterns to identify any obvious errors and omissions.
 - (iv) Identification and follow-up with any potentially large purchasers of supplies and equipment (e.g. hospitals, universities, manufacturing plants, agricultural operations, refineries) to ensure that their major vendors are properly reporting corresponding transactions tax payments to the Measure “M” Transactions Tax District.
2. CONTRACTOR will initiate, where the probability of an error exists, contacts with the appropriate taxpayer management and accounting officials to verify

whether current tax receipts accurately reflect the local sales activity. Such contacts will be conducted in a professional and courteous manner so as to enhance COUNTY's relations with the business community.

3. CONTRACTOR shall prepare and submit to the Department of Tax and Fee Administration all information necessary to correct any allocation errors and deficiencies that are identified, and shall follow-up with the individual businesses and the California Department of Tax and Fee Administration to ensure that all back quarter payments due the COUNTY are recovered.

B. DATA BASE MANAGEMENT, REPORTS AND STAFF SUPPORT

1. CONTRACTOR shall establish a database containing all applicable Department of Tax and Fee Administration (CDTFA) registration data for each business within the Measure "M" District boundaries holding a seller's permit account. Said database shall also identify the quarterly transactions and use tax allocations under each account for the most current and previous quarters where available.
2. CONTRACTOR shall provide updated reports each quarter identifying changes in allocation totals by individual businesses, business groups and by categories. Quarterly aberrations due to State audits, fund transfers, and receivables, along with late or double payments, will also be identified. Quarterly reconciliation worksheets to assist finance officer with budget forecasting will be included.
3. CONTRACTOR shall advise and work with COUNTY Staff on planning and economic questions related to maximizing revenues, preparation of revenue projections and general information on sales, transactions and use tax questions.

4. CONTRACTOR shall make available to COUNTY the HdL proprietary software program and Measure “M” database containing all applicable registration and quarterly allocation information for COUNTY business outlets registered with the Department of Tax and Fee Administration. The database will be updated quarterly.

III. CONFIDENTIALITY

Section 7056 of the State of California Revenue and Taxation code specifically limits the disclosure of confidential taxpayer information contained in the records of the California Department of Tax and Fee Administration. This section specifies the conditions under which COUNTY may authorize persons other than COUNTY officers and employees to examine State Sales, Use and Transactions Tax records.

The following conditions specified in Section 7056 (b), (1) of the State of California Revenue and Taxation Code are hereby made part of this agreement.

- A. CONTRACTOR is authorized by this Agreement to examine sales, use or transactions and use tax records of the Department of Tax and Fee Administration provided to COUNTY pursuant to contract under the conditions established by the California Revenue and Taxation law.
- B. CONTRACTOR is required to disclose information contained in, or derived from, those sales, use or transactions and use tax records only to an officer or employee of the COUNTY who is authorized by resolution to examine the information.

- C. CONTRACTOR is prohibited from performing consulting services for a retailer, as defined in California Revenue & Taxation Code Section 6015, during the term of this Agreement.

- D. CONTRACTOR is prohibited from retaining the information contained in, or derived from those sales or transactions and use tax records, after this Agreement has expired. Information obtained by examination of Department of Tax and Fee Administration records shall be used only for purposes related to collection of local sales and use tax or for other governmental functions of the COUNTY as set forth by resolution adopted pursuant to Section 7056 (b) of the Revenue and Taxation Code. The resolution shall designate the CONTRACTOR as a person, authorized to examine sales and use tax records and certify that this Agreement meets the requirements set forth above and in Section 7056 (b), (1) of the Revenue and Taxation Code.

IV. CONSIDERATION

- A. CONTRACTOR shall be paid \$100 monthly billed quarterly for the transaction district tax reports that we include with the quarterly sales tax analyses. CONTRACTOR shall be paid 25% of the initial amount of new transactions or use tax revenue received by the COUNTY as a result of audit and recovery work performed by CONTRACTOR (hereafter referred to as "audit fees"). New revenue shall not include any amounts determined and verified by COUNTY or CONTRACTOR to be increment attributable to causes other than CONTRACTOR'S work pursuant to this agreement. In the event that CONTRACTOR is responsible for an increase in the tax reported by businesses already properly making tax payments to the COUNTY, it shall be CONTRACTOR'S responsibility to separate and support the incremental amount

attributable to its efforts prior to the application of the audit fee. Said audit fees will apply to state fund transfers received for those specific quarters identified as being missing and/or deficient following completion of the audit by CONTRACTOR and confirmation of corrections by the California Department of Tax and Fee Administration but shall not apply prospectively to any future quarter. CONTRACTOR shall provide COUNTY with an itemized quarterly invoice showing all formula calculations and amounts due for audit fees.

CONTRACTOR shall obtain prior approval from COUNTY for each specific business for which payment of audit fees will be expected. Said approval shall be deemed given when the Executive Director or his/her designated representative, signs a Work Authorization form, a copy of which is attached as "Exhibit A." COUNTY shall pay audit fees upon CONTRACTOR'S submittal of evidence of State fund transfers and payments to COUNTY from businesses identified in the audit and approved by the COUNTY.

- B. Above sum shall constitute full reimbursement to CONTRACTOR for all direct and indirect expenses incurred by CONTRACTOR in performing audits including the salaries of CONTRACTOR'S employees, and travel expenses connected with contacting local and out-of-state businesses and the Department of Tax and Fee Administration Staff.
- C. Extra work beyond the Scope of Services set forth in this agreement shall not be performed by CONTRACTOR or reimbursed or paid for by COUNTY unless such extra work is specifically authorized in writing by Executive Director or his/her designated representative. CONTRACTOR shall be compensated for any additional services in the amounts and in the manner as agreed to by the COUNTY

and CONTRACTOR at the time the COUNTY's written authorization is given to CONTRACTOR for the performance of said services.

- D. Any invoices not paid in accordance with the Thirty (30) day payment terms, shall accrue monthly interest at a rate equivalent to ten percent (10%) per annum until paid.
- E. CONTRACTOR unilaterally retains the right to divide any recovery bills in excess of \$25,000 over a one (1) year period (Four (4) quarterly billings).
- F. CONTRACTOR shall provide COUNTY with an itemized quarterly invoice showing all formula calculations and amounts due for the audit fee (including, without limitation, a detailed listing of any corrected misallocations), which shall be paid by COUNTY no later than 30 days following the invoice date.

VI. COUNTY MATERIALS AND SUPPORT

COUNTY shall adopt a resolution in a form acceptable to the California Department of Tax and Fee Administration and in compliance with Section 7056 of the Revenue and Taxation Code, authorizing CONTRACTOR to examine the confidential sales, use, and transactions tax records of COUNTY. COUNTY further agrees to continue CONTRACTOR'S authorization to examine the confidential records of the COUNTY by maintaining COUNTY's name on the COUNTY Resolution until such time as all audit adjustments have been completed by the California Department of Tax and Fee Administration and audit fees due the CONTRACTOR have been paid.

VII. LICENSE, PERMITS, FEES AND ASSESMENTS

CONTRACTOR shall obtain such licenses, permits and approvals (collectively the "Permits") as may be required by law for the performance of the services required by this Agreement. COUNTY shall assist CONTRACTOR in obtaining such Permits, and COUNTY shall absorb all fees, assessments and taxes which are necessary for any Permits required to be issued by COUNTY.

VIII. TERMINATION

This Agreement may be terminated for convenience by either party by giving 30 days written notice to the other of such termination and specifying the effective date thereof. Upon the presentation of such notice, CONTRACTOR shall continue to work through the date of termination. Upon termination as provided herein, CONTRACTOR shall be paid the value of all tax analysis and reporting work performed less payments previously made by COUNTY. In ascertaining the value of the work performed up to the date of termination, consideration shall be given to amounts due for any unpaid invoices, and to businesses identified by CONTRACTOR which make tax payments after termination of this Agreement as a result of CONTRACTOR'S work. After COUNTY receives said tax payments for such businesses, CONTRACTOR shall be paid the audit fees resulting from tax payments made by the business for back quarter reallocations. Compensation for any audit work previously authorized and satisfactorily performed shall be made at the times provided in the preceding section entitled "Consideration."

All documents, data, surveys and reports prepared by CONTRACTOR pursuant to this Agreement shall be considered the property of the COUNTY and upon payment for services performed by CONTRACTOR, such documents and other identified materials shall be delivered to COUNTY by CONTRACTOR.

IX. INDEPENDENT CONTRACTOR

CONTRACTOR shall perform the services hereunder as an independent contractor and shall furnish such services in his own manner and method, and under no circumstances or conditions shall any agent, servant, or employee of CONTRACTOR be considered as an employee of COUNTY.

X. COOPERATIVE AGREEMENT

It is intended any other public agency (e.g., city, county, district, public authority, public agency, municipality, or other political subdivision of California) located in the state of California shall have an option to procure identical services as set forth in this Agreement. The County of Sonoma shall incur no responsibility, financial or otherwise, in connection with orders for services issued by another public agency. The participating public agency shall accept sole responsibility for securing services or making payments to the vendor.

XI. NON-ASSIGNMENT

This Agreement is not assignable either in whole or in part by CONTRACTOR without the written consent of COUNTY.

XII. ATTORNEY'S FEES

In the event a legal action is commenced to enforce any of the provisions of this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees.

XIII. GOVERNING LAW

The laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall also govern the interpretation of this Agreement.

XIV. INDEMNIFICATION

CONTRACTOR hereby agrees to, and shall hold COUNTY, its elective and appointive boards, officers, agents and employees, harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims for breach of confidentiality or property damage which may arise from CONTRACTOR'S willful or negligent acts, errors or omissions or those of its employees or agents. CONTRACTOR agrees to and shall defend COUNTY and its elective and appointive boards, officers, agents and employees from any suits or actions at law or in equity for damages caused, or alleged to have been caused, by reason of any of the aforesaid willful or negligent acts, errors or omissions.

COUNTY hereby agrees to, and shall hold CONTRACTOR, its officers, agents and employees, harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims for breach of confidentiality or property damage which may arise from COUNTY'S negligent acts, errors or omissions including misuse or improper disclosure of confidential information contained in reports submitted by contractor under this Agreement. COUNTY agrees to and shall defend CONTRACTOR and its officers, agents and employees from any suits or actions at law or in equity for damage caused, or alleged to have been caused, by reason of any of the aforesaid negligent acts, errors or omissions and/or misuse or improper disclosure of confidential information.

XV. NOTICE

All notices sent by a party under this Agreement shall be in writing and shall be deemed properly delivered to the other party as of the date of receipt, if received on a business day prior to 3:00 PM local time, or otherwise on the next business day after receipt, provided delivery occurs personally, by courier service, or by U.S. mail to the other party at its address set forth below, or to such other address as either party may, by written notice, designate to the other party. Notices to CONTRACTOR shall be sent to HINDERLITER, de LLAMAS and ASSOCIATES, 120 S. State College Blvd., Suite 200, Brea, CA 92821; and notices to COUNTY shall be sent to COUNTY OF SONOMA, 585 Fiscal Drive, Suite 101F, Santa Rosa, CA 95403.

XVI. ENTIRE AGREEMENT; ETC.

This Agreement expresses the full and complete understanding of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous proposals, agreements, representations and understandings, whether written or oral, with respect to the subject matter. This Agreement may not be amended or modified except in writing signed by each of the parties hereto. This Agreement shall be construed as to its fair meaning and not strictly for or against either party. The headings hereof are descriptive only and not to be construed in interpreting the provisions hereof.

XVII. COUNTERPARTS; AUTHORITY TO SIGN

This Agreement may be executed in any number of counterparts, each of which will constitute an original and all of which, when taken together, will constitute one agreement. Any signature pages of this Agreement transmitted by facsimile or sent by email in portable document format (PDF) will have the same legal effect as an original

executed signature page. Each of the persons signing on behalf of a party hereto represents that he or she has the right and power to execute this Agreement on such party's behalf.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written by their respective officers duly authorized in that behalf.

COUNTY: COUNTY OF SONOMA

Bert Whitaker, Director of Parks and Recreation

CONTRACTOR:
HINDERLITER, DE LLAMAS & ASSOCIATES
A California Corporation

Andrew Nickerson, President

APPROVED AS TO FORM:
COUNTY COUNSEL:

SAMPLE

SAMPLE

EXHIBIT A

Transactions Tax Audit

Work Authorization No. _____

The following business or businesses, located in the County of Sonoma, have been identified as having the potential for generating additional tax revenues to the County of Sonoma. Contractor is hereby authorized to contact the given business(s) and the California Department of Tax and Fee Administration to verify the accuracy of the current reporting methodology and obtain the necessary documentation for the Department of Tax and Fee Administration, to bill for uncollected transactions and use tax payments or modify misallocated payments and to return revenues that may be due to the District.

Contractor's compensation shall be \$100 monthly billed quarterly and 25% of the new transactions tax revenue received by the District as a result of audit and recovery work performed by Contractor, as set forth in the Agreement between Contractor and County.

COUNTY: COUNTY OF SONOMA

By: _____

Date: _____

HINDERLITER, DE LLAMAS AND ASSOCIATES

By: _____

Date _____

STATEMENT OF THE VOTES

CAST AT THE

CONSOLIDATED GENERAL ELECTION

HELD ON

NOVEMBER 6, 2018

COUNTY OF SONOMA

STATE OF CALIFORNIA

STATE OF CALIFORNIA)

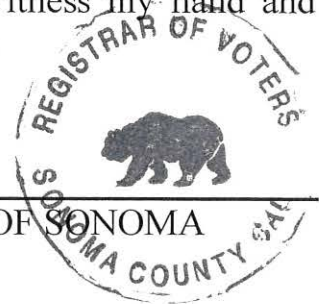
)ss.

COUNTY OF SONOMA)

I, WILLIAM F. ROUSSEAU, COUNTY CLERK of said county, do hereby certify the following to be a true and correct copy of the Statement of the Votes Cast at the CONSOLIDATED GENERAL ELECTION held on NOVEMBER 6, 2018, for the candidates and measures herein set forth. Witness my hand and official seal this 3rd day of December, 2018.

William F. Rousseau

WILLIAM F. ROUSSEAU, COUNTY CLERK – COUNTY OF SONOMA





County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 24
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: January 8, 2019

Vote Requirement: Majority

Department or Agency Name(s): Sheriff's Office

Staff Name and Phone Number:

Connie Newton, 8884

Supervisorial District(s):

All

Title: Amend the Sheriff's Position Allocation List

Recommended Actions:

Adopt a Resolution to amend the Sheriff's position allocation list, deleting three Detention Specialist II allocations and adding three Senior Detention Specialists, to create operational efficiencies in the Detention Records Bureau. Effective jail operations provide better service to the public and community.

Executive Summary:

The Sheriff is requesting approval of the proposed amended Sheriff's Office FY 2018-2019 allocation list. These changes are part of a phased approach to implement improvements in the Detention Records Bureau as recommended by a consultant, without increasing costs to the County.

Discussion:

Approximately three years ago a change in operational processes in the Sheriff's Detention operations created a variety of issues that directly impacted Detention Records staff. The accuracy of the tasks being performed by this group became a critical focus. To help resolve these issues, the Sheriff's Office hired a consultant, Voorhis/Robertson Justice Services, LLC (VRJS), to conduct a thorough review of the functions of the Detention Records Bureau with the goal of addressing issues related to new, increased workload requirements, hiring issues, and retention challenges affecting the operations of the Bureau.

Detention Specialists are responsible for four main functions: lobby, records, booking, and cashier. Some of the main job duties include: managing inmate files, assisting in inmate visiting, providing customer service to the public, reviewing legal documents, and processing inmates for intake and release. Detention Specialists are staffed at both the Sheriff's Office Main Adult Detention Facility (MADF) and the North County Detention Facility (NCDF) 24 hours a day, 365 days per year. Currently, there are 4.0 FTE Detention Specialist Supervisors, 3.0 FTE Senior Detention Specialists, and 30.0 FTE Detention Specialists allocated among the Main Adult Detention and North County Detention Facilities. The consultant identified a need to significantly increase staffing in the Detention Records Bureau to address the issues that were identified including workload, training, supervision, assignment of duties, and new

hire onboarding. Due to the competing needs of the Sheriff's Office and overall constraints of the County's budget, detention managers have developed a strategy to implement some of the consultant's recommendations without increasing staff.

The Detention Records Bureau Manager developed a new operational model that addresses several of the consultant's recommendations without adding staff. This new model requires a larger pool of Senior Detention Specialist staff. In order to add the Senior Detention Specialists without increasing costs to the County, the proposed Program Change Request includes the offsetting deletion of three Detention Specialists. This model will allow for a significant improvement in training, operational efficiencies, retention, and overall improved work product. The Senior Detention Specialist is distinguished by its assignment as lead worker to entry and journey level Detention Specialists. Senior Detention Specialists handle the most complex legal and procedural support issues as related to detention facilities support, and they may also be assigned to provide training and coordinate the work of others in an assigned unit, and may serve as the Supervisor in his/her absence. Adding more Senior Detention Specialists will allow the Detention Records manager to further implement a comprehensive training program for new hires, and establish a specialized sub-group of jail time computation experts, which requires intensive training and an enhanced skillset. In addition, Senior Detention Specialists can assist with Detention Specialist duties and also serve as backup for the unit supervisors, making staffing coverage more efficient in the Bureau. The additional senior staff positions will also create a promotional career path for employees in this job class, which will ultimately help improve recruiting and retention efforts.

The full scope of the issue, the consultant's findings, consultant's recommendations, and proposed solution were submitted in the form of a County Program Change Request and approved by both Human Resources and the County Administrator's Office. Specifically, the Program Change Request proposes adding three Senior Detention Specialists and deleting three Detention Specialist IIs. The position conversion results in additional permanent position salaries and benefits costs of approximately \$26,000 (based on FY 18-19 full salary and benefit costs), which will be offset with a reduction in detention specialist overtime categorized as "excessive workload", since the new staffing model is projected to create efficiencies and reduce reliance on overtime. Detention Records staff incurred over \$70,000 of excess workload overtime in FY 17-18. This overtime amount is strictly related to staff addressing daily responsibilities and does not include overtime worked to cover staffing shortages related to sick calls, employee vacations, vacant positions, meeting attendance, or trainings.

Currently, there are three Detention Specialist vacancies. Two of these vacancies are created by Detention Specialist IIs temporarily promoted and dual filling Senior Detention Specialist allocations. The temporarily promoted Senior Detention Specialists meet the qualifications for the Senior Detention Specialist job class. These incumbents will be promoted into the new job class upon Board approval creating the vacancies needed to delete three Detention Specialist II allocations. No staff will be laid off as a result of this Proposal.

Prior Board Actions:

06/15/16 –As part of FY 15-16 Budget Hearings, the Board approved the Sheriff's request to implement Voorhis/Robertson Justice Services, LLC recommended first phase by appropriating funds to add a

supervisor and a senior legal processor (now classified as a Senior Detention Specialist) to Detention Records.

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

The Program Change Request provides a cost-effective solution for the Sheriff to improve functions in the Detention Records Bureau, which helps the Sheriff Office in its overall mission to provide a safe 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:

The net cost impact of adding three Senior Detention Specialists and deleting three Detention Specialist II allocations is approximately \$26,000. To fully offset this cost increase, the Detention Record’s excessive workload overtime budget will be decreased by \$26,000. These budget adjustments will not require Board approval and will be processed by the County Administrator’s Office upon approval of the attached resolution amending the department’s position allocations.

Staffing Impacts

Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Senior Detention Specialist (job class 3389)	\$2,372	3	
Detention Specialist II (job class 3388)	\$2,155		3

Narrative Explanation of Staffing Impacts (If Required):

Attachments:
Resolution Amending Sheriff's FY 18-19 Position Allocation List
Related Items "On File" with the Clerk of the Board:



County of Sonoma
State of California

Date: January 8, 2019

Item Number: _____

Resolution Number: _____



4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Amending The Position Allocation List For The Sheriff To Reflect The Addition Of 3.0 Full-Time Equivalent Senior Detention Specialist Allocations, And The Deletion Of 3.0 Full-Time Equivalent Detention Specialist II Allocations, Effective January 15, 2019.

Whereas, the Sheriff has a need to reassign workload and create operational efficiencies in the Detention Records Bureau; and

Whereas, the Sheriff is requesting to add three Senior Detention Specialist allocations and delete three vacant Detention Specialist II allocations; and

Whereas, the Human Resources Department has reviewed the job duties and determined Senior Detention Specialist to be the appropriate job classification for the positions; and

Now, Therefore, Be It Resolved that the Position Allocation List for the Sheriff's Department is hereby revised as follows:

Budget Index	Job Class	Class Title	Existing Allocation	Change in Allocation	New Total Allocation	Duration/End Date	Salary Range
30020100	3388	Detention Specialist II	3	-3	0	Ongoing	2,155
30020300	3389	Senior Detention Specialist	3	3	6	Ongoing	2,372

Supervisors:

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 25
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: January 8, 2019

Vote Requirement: Majority

Department or Agency Name(s): Transportation and Public Works

Staff Name and Phone Number:

Johannes J. Hoevertsz 707-565-2231

Supervisorial District(s):

First and Fourth

Title: 2018 Hazard Tree Removal Project – Private Trees

Recommended Actions:

1. Approve the plans and specifications for 2018 Hazard Tree Removal Project – Private Trees M11722.
2. Award contract base bid to low bidder, Richard Smith, doing business as Bay Area Tree Specialists, in the amount of \$496,993.00, plus a 10% contingency, and authorize the Chair to execute construction contract M11722.

Executive Summary:

The Department of Transportation and Public Works (TPW) requests the Board approve plans and specifications, and award a construction contract to the lowest bidder, Richard Smith, doing business as Bay Area Tree Specialists, for the 2018 Hazard Tree Removal Project – Private Trees. The project includes removal of approximately 240 fire-damaged trees. Trees to be removed for this project are those located on private property near the public right-of-way, which were identified as “extreme” or “high” risk to public safety.

Forty-nine of the hazard trees to be removed have been requested by the California Department of Fish and Wildlife (CDFW) for riparian habitat restoration. The alternate bid cost represents the added cost of cutting the riparian habitat restoration trees to specified lengths and transporting them to the restoration site, where they would become property and responsibility of CDFW. Due to funding uncertainties, TPW does not recommend the award of the contract alternate bid for CDFW riparian habitat restoration.

Discussion:

Following the October 2017 wildfires, the County of Sonoma hired a professional arborist consultant to evaluate the health of fire-damaged trees along roughly 90 miles of roads in burned areas of Sonoma County. County crews and contractors removed trees along roads that were an imminent threat to road users. The remaining trees were assessed to determine the level of damage they had suffered and the

risk they posed to public safety if they were to fall into the public roadway. Trees identified as a risk to public safety (whether on private land or within the public right of way) were inventoried with GPS coordinates, tagged with a small metal plate, and categorized as presenting an “Extreme,” “High,” or “Moderate” risk level.

A previous project, M11719, for the removal of “Extreme” and “High” risk trees within the public right-of-way was recently awarded by the Board in October 2018. This contract, M11722, is for the removal of “Extreme” and “High” risk trees outside the public right-of-way, on private land, which pose a risk to the public right of way. All trees to be removed under this contract are located on properties for which property owners have executed right-of-entry permits granting access to perform the proposed work.

TPW recently sent out a notification letter for project M11719 to inform property owners within the limits of this work of upcoming tree removal work and potential impacts it could have on them (i.e. traffic delays). For this project, M11722, property owners who have chosen to participate have signed and returned a right-of-entry permit, which TPW mailed out in October of 2018. Prior to work commencing on this project, TPW plans to send out an additional notification letter to property owners within project limits. The Department will work with the Community and Governmental Affairs Program and the Office of Recovery and Resiliency to ensure that the notification letters follow the County’s Fire Survivor communication protocol.

While the Department is seeking reimbursement from the Federal Emergency Management Agency (FEMA) for the project costs, there is no guarantee that the public assistance request will be approved.

The project is being undertaken to remove trees on private lands damaged as a result of a disaster, and to mitigate an emergency, and is categorically exempt from the requirements of the California Environmental Quality Act pursuant to California Public Resources Code Sections 21080(b)(3) and (b)(4), and California Code of Regulations Title 14, Section 15269. This project is also categorically exempt as a minor alteration to land under California Code of Regulations Title 14, Section 15304.

The Department recommends the Board approve the plans and specifications for the 2018 Hazard Tree Removal Project – Private Trees, M11722. The Department also recommends award of the contract base bid to low bidder, Richard Smith, doing business as Bay Area Tree Specialists. The total estimated cost of construction for the contract base bid is \$496,993.00, plus a 10% contingency.

The Project was advertised for Bids from October 30, 2018 to November 20, 2018. Bids were opened on November 20, 2018 and Base Bids were received as follows:

Richard Smith (dba Bay Area Tree Specialists).....	\$ 496,993.00
Kingsborough Atlas Tree Surgery.....	\$ 758,958.00
Image Tree Service (Bid was Non-Responsive).....	\$ 801,089.00
<i>Engineer’s Estimate Base Bid.....</i>	<i>\$ 839,000.00</i>

Alternate Bids were received as follows:

Richard Smith (dba Bay Area Tree Specialists).....	\$ 174,300.00
Kingsborough Atlas Tree Surgery.....	\$ 45,750.00
Image Tree Service (Bid was Non-Responsive).....	\$ 116,580.00
<i>Engineer’s Estimate Alternate Bid.....</i>	<i>\$ 75,550.00</i>

The low Base Bid of \$ 496,993.00 is 41% below the Engineer’s Estimate. The second bid is 53% above the low bid. The average bid price is \$ 685,680.00, 18% less than the Engineer’s Estimate.

The Department posted a Notice of Intent to Award to Richard Smith, dba Bay Area Tree Specialists on November 26, 2018.

Richard Smith, DBA Bay Area Tree Specialists is experienced in this type of work. They have been licensed since 2004 and were recently awarded the contract for a similar project, 2018 Hazard Tree Removal Project-Public Trees, project number M11719.

Prior Board Actions:

October 17, 2017: Board approved resolution declaring an emergency need to remove dangerous vegetation From County Right-of-Way.

October 16, 2018: Board awarded contract for project M11719, 2018 Hazard Tree Removal Project – Public Trees to low bidder, Richard Smith, doing business as Bay Area Tree Specialists, in the amount of \$1,099,825, plus a 10% contingency, and authorized the Chair to execute construction contract M11719.

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

The fire-damaged tree removal contributes to the department’s responsibility of providing safety enhancement features on the roadways for the traveling public.

Fiscal Summary

Expenditures	FY 18-19 Adopted	FY 19-20 Projected	FY 20-21 Projected
Budgeted Expenses	\$496,993		
Additional Appropriation Requested			
Total Expenditures	\$496,993		

Funding Sources

General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance	\$496,993		
Contingencies			
Total Sources	\$496,993		

Narrative Explanation of Fiscal Impacts:

Costs for this project will be paid from the Roads Maintenance Fund. The County will seek reimbursement from FEMA for this contract. If FEMA approves the funding then the County will be reimbursed for 90% from FEMA and 7.5% from CalOES. A budget adjustment will be requested to increase appropriations for project costs at 3rd Quarter Consolidated Budget Adjustment.

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:			
Special Provisions, Bid Book, Plans			



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 26
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: January 8, 2019

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Board of Supervisors 707-565-2241

Supervisorial District(s):

Countywide

Title: Appointment - 4 year term

Recommended Actions:

Approve the re-appointment of Ryan Lely to the Sonoma Valley Citizens Advisory Commission for a four year term beginning January 8, 2019 and ending January 8, 2023 (First District).

Executive Summary:

Re-appointment of Ryan Lely to the Sonoma Valley Citizens Advisory Commission for a four year term beginning January 8, 2019 and ending January 8, 2023 (First District).

Discussion:

Prior Board Actions:

Previously appointed on 08/12/2014

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):			
None.			
Attachments:			
None.			
Related Items "On File" with the Clerk of the Board:			
None.			



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 27
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: January 8, 2019

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor David Rabbitt (707) 565-2241

Supervisorial District(s):

Second District

Title: Appointment

Recommended Actions:

Approve the appointment of Marja Tarr to the Sonoma County Regional Parks Foundation representing the Second District for a two-year term beginning January 8, 2019 and expiring January 8, 2021.

Executive Summary:

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			
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:			
None			
Related Items "On File" with the Clerk of the Board:			
None			



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 28
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: January 8, 2019

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor David Rabbitt, (707) 565-2241

Supervisorial District(s):

Second District

Title: Reappointment

Recommended Actions:

Reappoint Mary Ann Swanson to the Sonoma County Mental Health Board representing the Second District for a term of three years expiring December 31, 2022.

Executive Summary:

Discussion:

Prior Board Actions:

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):			
None			
Attachments:			
None			
Related Items "On File" with the Clerk of the Board:			



County of Sonoma
Agenda Item
Summary Report

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

Agenda Item Number: 29
(This Section for use by Clerk of the Board Only.)

To:

Board Agenda Date: January 8, 2019

Vote Requirement: Majority

Department or Agency Name(s):

Staff Name and Phone Number:

Supervisor Shirlee Zane
(707) 565-2241

Supervisorial District(s):

Third District

Title: Appointment

Recommended Actions:

Approve appointment of Jennielynn Holmes to Agricultural Preservation and Open Space District Advisory Committee, representing the Third District, for a term of two years, beginning January 8, 2019 and ending January 8, 2021. (Third District)

Executive Summary:

Approve appointment of Jennielynn Holmes to Agricultural Preservation and Open Space District Advisory Committee, representing the Third District, for a term of two years, beginning January 8, 2019 and ending January 8, 2021. (Third District)

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			
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 Agenda Item Summary Report

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

Agenda Item Number: 30
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: January 8, 2019

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

James Gore, Chair (707) 565-2241

Supervisorial District(s):

Fourth District

Title: Reappointment

Recommended Actions:

Reappoint Roni Berg (Fulton), and Peter Lescure (Mark West Chamber) to the Mark West Citizens Advisory Council for a two year term beginning January 1, 2019 and ending December 31, 2021.

Executive Summary:

Discussion:

Prior Board Actions:

06.21.2016

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



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 31
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: January 1, 2018

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor Lynda Hopkins 565-2241

Supervisorial District(s):

Fifth District

Title: Appointment

Recommended Actions:

Appoint Eric Koenigshofer to the Landmarks Commission beginning January 8, 2019 for a coterminous appointment. (Fifth District)

Executive Summary:

Appointing Eric Koenigshofer would fill a vacancy on the Landmarks Commission for District Five.

Discussion:

Prior Board Actions:

None.

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):			
None.			
Attachments:			
None.			
Related Items “On File” with the Clerk of the Board:			
None.			



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 32
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: January 8, 2019

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor Lynda Hopkins 565-2241

Supervisorial District(s):

Fifth District

Title: Reappointment

Recommended Actions:

Reappoint Thera Buttaro for a two year term to the Sonoma County Tourism Board beginning on January 1, 2019 and ending January 1, 2021. (Fifth District)

Executive Summary:

Thera Buttaro is currently an incumbent on the Sonoma County Tourism Board.

Discussion:

Prior Board Actions:

Previously appointed on 10-18-2016

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):			
None.			
Attachments:			
None.			
Related Items “On File” with the Clerk of the Board:			
None.			



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 33
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: January 8, 2019

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

James Gore, Chair (707) 565-2241

Supervisorial District(s):

Countywide

Title: Reappointment

Recommended Actions:

Reappoint Tamara Davis to the Marin/Sonoma Mosquito & Vector Control District Board of Trustees At Large Representative for Sonoma County for a four year term beginning January 1, 2019 and ending December 31, 2022.

Executive Summary:

Discussion:

Prior Board Actions:

1/13/2015

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



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 34
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: January 8, 2019

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

James Gore, Chair (707) 565-2241

Supervisorial District(s):

Countywide

Title: Appointment

Recommended Actions:

Appoint Edward Campaña as the Alternate Member to the Sonoma County Assessment Appeals Board for a three year term beginning September 3, 2018 and ending September 5, 2021.

Executive Summary:

Discussion:

Prior Board Actions:

9/11/2018

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:			
Related Items “On File” with the Clerk of the Board:			
Application to the Assessment Appeals Board			



County of Sonoma
Agenda Item
Summary Report

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

Agenda Item Number: 35
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: January 8, 2018

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor Lynda Hopkins 565-2241

Supervisorial District(s):

Fifth District

Title: Appointment

Recommended Actions:

Approve the appointment of Dr. Robert Hales to the Mental Health Board for a three year term from January 8th, 2019 to December 31, 2021 (Fifth District)

Executive Summary:

Appointing Dr. Hales would fill a vacancy on the Mental Health Board for District Five.

Discussion:

Prior Board Actions:

None.

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):			
None.			
Attachments:			
None.			
Related Items “On File” with the Clerk of the Board:			
None.			



County of Sonoma
Agenda Item
Summary Report

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

Agenda Item Number: 36
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: January 8, 2019

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor Rabbitt, 707/565-2241

Supervisorial District(s):

Second District

Title: Reappointment

Recommended Actions:

Reappoint Diana Marie Nelson to the Sonoma County Mental Health Board for a three year term ending December 31, 2022 (Second District)

Executive Summary:

Reappoint Diana Marie Nelson to the Sonoma County Mental Health Board for a three year term ending December 31, 2022 (Second District)

Discussion:

Prior Board Actions:

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:			
None			
Related Items "On File" with the Clerk of the Board:			
None			



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 37
(This Section for use by Clerk of the Board Only.)

To: Board

Board Agenda Date: January 8, 2019

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor Susan Gorin, 565-2241

Supervisorial District(s):

First

Title: Gold Resolution

Recommended Actions:

Adopt a Resolution of the Board Of Supervisors of the County Of Sonoma, State of California, Congratulating Tito Sasaki on his Retirement from the Sonoma County Farm Bureau.

Executive Summary:

Discussion:

Prior Board Actions:

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



County of Sonoma

State of California

Date: January 8, 2019

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Resolution of the Board Of Supervisors of the County Of Sonoma, State of California, Congratulating Tito Sasaki on his Retirement from the Sonoma County Farm Bureau.

WHEREAS, Tito Sasaki, a native of Tokyo, Japan, arrived in California in the late 1960s after 6 years at a high school run by German Jesuits and obtaining a mechanical engineering degree at a national university in Japan; and

WHEREAS, Tito also attended and received degrees in design and engineering studies from the Royal College of Art in London, the Athens Technological Institute in Greece and did post graduate work at U.C. Berkeley and Scripps Institute of U.C. San Diego; and

WHEREAS, Tito Sasaki and his wife, Janet, joined the Farm Bureau in 1985 after buying a 50 acre ranch in the Schellville area of Sonoma Valley – the once neglected vineyards have been revitalized by Tito and Janet and today run a profitable farm business producing pinot noir wine grapes and pears; and,

WHEREAS, after joining the Farm Bureau Tito came to realize the tremendous value of the Sonoma County Farm Bureau and its crucial role in representing farmers' interests, protecting property rights, preserving agriculture for future generations, and providing the structure for farmers to work with each other to tackle important issues; and

WHEREAS, Tito Sasaki has held the office of President of the Sonoma County Farm Bureau for 5 years after being a Farm Bureau Director for 10 years as well as holding all of the other offices on the Farm Bureau, and

WHEREAS, during Tito Sasaki's tenure the Farm Bureau has become the county's leader in educating urban school children, government leaders and citizens at large about agriculture and farmers' needs at a time in our history where most people have no direct communication to farming and food production; and

Resolution #

Date:

Page 2

WHEREAS, Tito's dedication to groundwater resources and his understanding of the critical role farmers play in water management resulted in him serving as chairman of the Farm Bureau's Water Committee, made him a key partner in negotiating Sonoma Valley's Groundwater Management Plan, and was invaluable in the local implementation of the Sustainable Groundwater Management Act; and

WHEREAS, Tito's cryptic humor and innovative ideas built bridges over sometimes troubled water and helped develop deep and enduring relationships with other stakeholders; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Sonoma thanks Tito for his years of service to the agricultural community, and congratulates him on his retirement from the Sonoma County Farm Bureau.

Supervisor Susan Gorin

Supervisor David Rabbitt

Supervisor Shirlee Zane

Supervisor Lynda Hopkins

Supervisor James Gore, Chair



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 38
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: January 8, 2019

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor Lynda Hopkins 565-2241

Supervisorial District(s):

Fifth District

Title: Gold Resolution

Recommended Actions:

Adopt a resolution proclaiming January 2019 as Positive Parenting Awareness Month in Sonoma County.
(Fifth District)

Executive Summary:

This is for proclaiming the month of January 2019 as Positive Parenting Awareness Month in Sonoma County.

Discussion:

Prior Board Actions:

None.

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):			
None.			
Attachments:			
Gold Resolution.			
Related Items “On File” with the Clerk of the Board:			
None.			



County of Sonoma

State of California

Date: January 8, 2019

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Proclaiming January 2019 As Positive Parenting Awareness Month

Whereas, raising children and youth to become healthy, confident, capable individuals is the most important job parents and caregivers have; and

Whereas, positive parenting strengthens family relationships, increases parents' confidence and promotes children's healthy development. The quality of parenting or caregiving – starting in the prenatal period – is one of the most powerful predictors of children's future social, emotional, and physical health; and

Whereas, positive parenting can prevent or mitigate the effects of Adverse Childhood Experiences (ACES) such as child abuse, neglect or other traumatic events that can create dangerous levels of stress and impair lifelong health and well-being; and

Whereas, in Sonoma County, families come in many forms and children are raised by parents, grandparents, foster parents, family members and other caregivers. Many parents and caregivers begin the lifetime job of raising children feeling unprepared, and the social stigma of seeking help prevents many from getting parenting support; and

Whereas, in Sonoma County, families can receive support from various parenting programs, such as the Triple P – Positive Parenting Program, an evidence-based program that has been offered in English and Spanish since 2010 by many organizations and individuals throughout the county, thanks to a partnership between the Child Parent Institute, 4C's. Action Network, Via Esperanza, Petaluma City Schools, SRJC Child Development Center, US Coast Guard Child Development Center, West County Health; and

Whereas, Triple P is an effective and universal public health parenting intervention, benefiting approximately 6,000 parents and children of diverse backgrounds in Sonoma County each year. Triple P offers parents and caregivers a "tool Kit" of proven strategies for strengthening relationships with their children, promoting children's development, and preventing or managing common parenting challenges; and

Resolution #

Date:

Page 2

Whereas, community members, businesses, early care and education providers, schools, faith-based organization, non-profit service providers, and government agencies all play a vital role in supporting parents and caregivers to raise happy, healthy children; and

Now, Therefore, Be It Resolved that the Sonoma County Board of Supervisors proclaims January 2019 Positive Parenting Awareness Month in Sonoma County.

Supervisors:

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 39
(This Section for use by Clerk of the Board Only.)

To: Sonoma County Board of Supervisors

Board Agenda Date: January 8, 2019

Vote Requirement: Majority

Department or Agency Name(s): District Attorney's Office; Human Resources; Health Services; Human Services; Probation Department; Sheriff's Office

Staff Name and Phone Number:

Brian Staebell 565-2311

Supervisorial District(s):

Title: Human Trafficking Awareness Month

Recommended Actions:

Adopt a Gold Resolution proclaiming January 2019, as Human Trafficking Awareness Month in Sonoma County.

Executive Summary:

On behalf of the many public and private agencies working together to raise awareness of and combat human trafficking, six departments -- Human Resources (The Commission on Human Rights and the Commission on the Status of Women), the District Attorney's Office, Department of Health Services, Human Services Department, Probation Department and the Sheriff's Office along with seven community-based organizations have come together to seek a proclamation naming January 2019, as Human Trafficking Awareness Month in Sonoma County.

Discussion:

Background: In January 2010, President Obama instituted an annual month-plus of awareness events on human trafficking with a proclamation declaring January as National Slavery and Human Trafficking Prevention Month. All of these events culminated in the annual celebration of National Freedom Day on February 1. Likewise, many state and city governments, along with civil society, are taking time to acknowledge and focus on human trafficking.

Human Trafficking is modern-day slavery. It is defined as "the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act, in which a commercial sex act is induced by force, fraud, or coercion, or in which the person forced to perform such an act is under the age of 18 years." The victims are among the most vulnerable members of society, including women and children, who are forced, defrauded or coerced into labor, commonly in sweatshops, on farms, or for domestic service, or into sexual servitude.

The statistics on the extent of human trafficking are astounding:

1. The International Labor Organization of the United Nations estimates that 12.3 million people around the world fall victim to human trafficking.
2. The United States State Department estimates that almost 800,000 people are trafficked across international borders each year.
3. The United States Department of Justice estimates that between 14,000 and 17,500 victims of human trafficking are brought into the United States each year.
4. On a local level, the Human Rights Center, University of California, Berkeley, reported in a 2005 study that 80 percent of the documented human trafficking cases in California occurred in San Diego, Los Angeles and the San Francisco Bay Area.
5. Since 2011, 202 Human Trafficking and Prostitution cases have been filed by the District Attorney's Office. One of the 2108 cases alone involved at least 35 victims.

These figures are even more alarming when one considers that victims of this crime live in fear and often avoid law enforcement, so human trafficking violations are often not reported.

This annual national observance is intended to enhance the fight against and increase the awareness of human trafficking. Our community must be aware of the realities of human trafficking, and we must be dedicated to stopping and eliminating this contemporary manifestation of slavery. Certainly, Sonoma County is recognizing some changes: The increase in felony cases since 2012 has come with a corresponding decrease in misdemeanor cases. Pre-2012, an average of 65 misdemeanor cases per year were seen in the District Attorney's office; since 2012, the average has been 27 misdemeanor cases. This trend is reflective of the recognition of the role of the victim in trafficking crimes being reported to the District Attorney's Office. Still, victims of human trafficking need support in order to escape and recover from the physical, mental, emotional and spiritual trauma associated with their victimization. Increased awareness remains a critical function of the fight.

District Attorney's Office

As the Chair of the Sonoma County Human Trafficking Task Force, the Sonoma County District Attorney's Office is dedicated to providing the members of our community with a safe place to live by holding the guilty accountable, protecting the innocent, and preserving the dignity of victims and their families.

The National Center for Missing & Exploited Children estimates that each year 100,000 children are the victims of commercial sexual exploitation in the United States.

The Sonoma County Human Trafficking Task Force, with the invaluable assistance of the member agencies, has furthered the mission in five key areas:

1. Community education, engagement, and collaboration;
2. Law enforcement training, intelligence sharing, and coordination;
3. Innovative charging of cases and vigorous prosecution of offenders;
4. Coordinated delivery of HTTF services; and
5. Engaged and enlisted policy makers, legislators and community decision makers.

In 2000, Congress passed the Trafficking Victims Protection Act to “combat trafficking in persons, especially into the sex trade, slavery, and involuntary servitude, to reauthorize certain Federal programs to prevent violence against women, and for other purposes.” (P.L. 106-386 [H.R. 3244] 28 Oct 2000). This law provides law enforcement officials with the necessary tools to combat trafficking in persons, both domestically and abroad. Seeking to coordinate and complement federal legislation, Assembly Bill 22 (Lieber, 2005) and Senate Bill 180 (Kuehl) were enacted to provide multiple protections at the State level. AB 22 added Section 236.1 to the California Penal Code, which establishes human trafficking for forced labor or services as a felony crime. This law was amended by the Chelsea King Child Predator Prevention Act of 2010 to impose a fine of \$100,000 when the victim is under the age of 18.

Although there are laws to prosecute perpetrators of human trafficking and to assist and protect victims of human trafficking, awareness of the issues surrounding human trafficking is essential for effective enforcement. The District Attorney joins the efforts of other County departments, individuals, businesses, organizations, and governing bodies to promote the observance of the National Month of Human Trafficking Awareness in January of each year to raise awareness of and to actively oppose human trafficking.

Family Justice Center Sonoma County

The Family Justice Center Sonoma County empowers family violence victims to live free from violence and abuse by providing comprehensive services, centered on and around the victim, through a single point of access. The Family Justice Center is an integral partner in the Human Trafficking Task Force, and hosts their meetings at the Center. Various on-site collaborative partners offer services to victims as needed. The partnership of the Family Justice Center, community based nonprofit organizations, law enforcement agencies and the District Attorney’s office, is a strong model of collaboration in serving victims.

Department of Health Services

The Sonoma County Department of Health Services works closely with the Human Services Department, the District Attorney’s Office, the Family Justice Center Sonoma County, the Sherriff’s Office, other local law enforcement and public safety agencies, and community partners, such as Verity and the YWCA of Sonoma County, to support victims of human trafficking by providing forensic medical examinations to victims of sexual assault and by participating on the Human Trafficking Task Force. Public Health representation on the Human Trafficking Task Force ensures members receive relevant information and guidance on community public health issues.

The Sexual Assault Response Team / Redwood Children’s Center team is a multi-disciplinary team of trained professionals, including medical, legal, law enforcement and survivor advocacy representatives. The team provides specialized, coordinated services to the people of Sonoma County. Health Services’ Forensic Examiners receive special training in forensic evidence collection and directed medical examinations for both adult and child cases of sexual assault. They provide 24-hour, seven days a week on-call services for all suspected cases of adult and child sexual assault or abuse. Health Services

remains a committed partner in looking toward the safety and support of victims of sexual assault and human trafficking in a caring and professional environment through a multi-disciplinary and victim-centered approach.

Department of Human Resources:

Commission on the Status of Women and Commission on Human Rights

For many years, the Commission on the Status of Women encouraged the formation of a county task force that was dedicated to aiding victims of human trafficking, and have supported and partnered with many organizations in their efforts to build community awareness about this issue in Sonoma County. Since the 2014-2015 school year, the youth mentorship programs of each commission – the Junior Commissioner Projects – have created community service projects designed to bring awareness to human trafficking. The Junior Commission on Human Rights has created a Public Service Announcement video each year exposing the harsh realities of human trafficking here in Sonoma County. The Junior Commission on the Status of Women has created annual presentations and brought them to school assemblies and classrooms, educating their peers and school staff on what human trafficking is, how to spot a victim whom also might be a friend, and what to do to help.

The Commissions continue their commitment to build awareness of this horrible crime, and to support and participate in the county-wide efforts lead by the District Attorney’s office and the Sonoma County Human Trafficking Task Force.

Human Services Department

HSD has led the Commercially Sexually Exploited Children Steering Committee since it began in 2014 as a subcommittee of the Sonoma County Human Trafficking Task Force. Since September 2014, HSD has identified and supported over 95 youth by holding immediate multi-disciplinary team meetings with other members of the Inter-agency CSEC Committees. These children or youth are identified as either being trafficked or high-risk for being commercially exploited. With the support of agencies such as Law Enforcement including SRPD and SCSSO and other city departments, SAY, Verity and VOICES, and within our county departments, Probation, Behavioral Health, Public Health, Juvenile Hall, and Substance Use Disorders Services, our monthly meetings and multi-disciplinary team meetings provide a venue to facilitate the search for appropriate housing and coordination of services that meets the needs of each individual. In 2016, legislation was added that focused on children who run away as they are particularly vulnerable to being exploited. Recently CDSS and the state Child Trafficking Response Team have focused training and discussion on the implementation of Harm Reduction Techniques. Currently, CDSS is conducting an RFI to seek information on implementing therapeutic, services-centered placement models that would serve up to 100 regionally based placements for sexually exploited children.

Federal and State CSEC funding has provided the revenue for staff and community partners to participate in high-level training as well as education for CSEC youth or potentially trafficked children and updates have been made that allow CSEC and/or missing children to be tracked within the county, within the state, and across state lines. HSD provides forensic interviewers, supervision and administrative support for the Redwood Children's Center, located at the Family Justice Center. Staff at Family, Youth, and Children’s Services including the Valley of the Moon Children’s Home have been instrumental in the identification of CSEC and coordination of services to assist them.

Probation Department

The Sonoma County Probation Department works collaboratively with other law enforcement agencies to provide active community supervision of offenders who have committed acts of violence against vulnerable victims. Maintaining awareness of offender conduct in the community deters further victimization and provides the opportunity to observe activities that may suggest further criminal conduct. The Probation Department is committed to reducing violence through the monitoring of offenders and staying connected to the community. A large portion of women and adolescent females in the criminal and juvenile justice systems have been victims of violence and/or sexual abuse. Probation has developed new protocols to address adolescent runaways who are high risk for being commercially exploited. The Department works closely with community-based organizations to provide resources and support to assist these individuals in addressing their trauma, thereby enabling them to live healthier lives in the community. The Department supports the County's efforts to increase awareness of this tragic crime, and to apprehend and prosecute anyone involved in human trafficking. The Probation Department actively engages in monthly Human Trafficking Task Force meetings, participates in Multi-Disciplinary Team meetings to create safety plans for youth at risk for commercial sexual exploitation, and attends monthly CSEC Steering Committee meetings. Probation Officers and Juvenile Correctional Counselors have been trained in how to identify, report, and engage with youth in the Juvenile Justice System who are at-risk for or are survivors of sexual exploitation.

Sheriff's Office

The Sonoma County Sheriff's Office is committed to identifying, vigorously investigating, and assisting in the prosecution of individuals both engaged in Human Trafficking in Sonoma County and/or traveling to or through Sonoma County for the purpose of engaging in Human Trafficking. The Sheriff's Office recognizes the challenges associated with combating this insidious crime, and that some of the most vulnerable people in our community may be victims of Human Trafficking.

Detectives of the Sonoma County Sheriff's Office Domestic Violence/Sexual Assault Unit attend training across the country at the State and Federal level that informs them of the most current trends and techniques used in investigating Human Trafficking crimes. Within the Domestic Violence Sexual Assault Unit, there is one Detective assigned with the responsibility of maintaining expertise in Human Trafficking crimes and trends. Additionally, the Sonoma County Sheriff's Office participates in the Sonoma County Commission on Human Trafficking Task Force, which provides members a forum for intelligence gathering and networking to combat Human Trafficking more effectively.

In October 2016, the Sonoma County Sheriff's Office Domestic Violence/Sexual Assault Unit and Santa Rosa Police Department Domestic Violence/Sexual Assault Unit participated in the FBI's "Operation Cross Country," an operation targeting multiple facets of Human Trafficking. The local operation targeted solicitors loitering to engage in an act of prostitution, as well as attempting to purchase underage victims for sex. All of the sworn deputies in the Sonoma County Sheriff's Office have attended a two-hour Human Trafficking class.

In a continuing effort to better serve the community, the Sonoma County Sheriff's Office, in coordination with several governmental and non-governmental community services based organizations, proactively seeks to combat Human Trafficking by identifying resources available to the

Human Trafficking victims, and assists in establishing a framework for providing those services in a safe and confidential environment.

Prior Board Actions:

Each year since 2008, the Board of Supervisors has issued a Gold Resolution recognizing Human Trafficking Awareness Month.

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



County of Sonoma

State of California

Date: January 8, 2019

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Proclaiming January 2019 to be Human Trafficking Awareness Month in Sonoma County

Whereas, Sonoma County has a tradition of advancing fundamental human rights; and

Whereas, given the people of Sonoma County's commitment to protecting individual freedom, eliminating human trafficking, including early or forced marriage, commercial sexual exploitation, forced labor, labor obtained through debt bondage, involuntary servitude, slavery, slavery by descent, and involuntary imprisonment is imperative, and

Whereas, to combat human trafficking within Sonoma County, the United States and throughout the world, people and governments must be aware of human trafficking and must confront this contemporary manifestation of slavery; and

Whereas, the Board of Supervisors and the people of Sonoma County actively oppose all individuals, groups, organizations and governments and their entities who support, advance, or commit acts of human trafficking; and

Whereas, victims of human trafficking need support in order to escape and recover from the physical, mental, emotional, and spiritual trauma associated with their victimization; and

Whereas, although laws to prosecute perpetrators of human trafficking and to assist and protect victims of human trafficking have been enacted, awareness of the issues surrounding human trafficking by those most likely to come in contact with victims is essential to effective enforcement because the techniques that traffickers use for enslaving their victims severely limit self-reporting; and

Whereas, individuals, public agencies, private organizations and businesses in Sonoma County should join together and work to end human trafficking through education.

Resolution #

Date:

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Now, Therefore, Be It Resolved that the Board of Supervisors, in joining in this national observance is one example of the ongoing commitment to raise awareness of and actively oppose human trafficking, hereby proclaims January 2019, as Human Trafficking Awareness Month in Sonoma County.

Supervisors:

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 40
(This Section for use by Clerk of the Board Only.)

To: The Board of Supervisors of Sonoma County

Board Agenda Date: January 8, 2019

Vote Requirement: Majority

Department or Agency Name(s): Human Services Department

Staff Name and Phone Number:

Felisa Pinson, 707-565-2198

Supervisorial District(s):

All

Title: Eligibility Worker, Employment and Training Specialist, and Eligibility Specialist Recognition Month

Recommended Actions:

Adopt a Gold Resolution designating January 2019 as Eligibility Worker, Employment and Training Specialist, and Eligibility Specialist Recognition Month

Executive Summary:

Nearly 250 Eligibility Workers (EW), Employment and Training Specialists (ETS), Eligibility Specialist (ES) and their supervisors are employed by Sonoma County.

In 2018, Eligibility Workers, Employment and Training Specialists, and Eligibility Specialists from the Human Services Department provided benefits to over 111,000 individuals throughout Sonoma County in the course of their work. Eligibility Workers, Employment and Training Specialists, and Eligibility Specialists Recognition Month honors these employees for their commitment and dedication to their work and their community.

Discussion:

CalWORKs, CalFresh, Medi-Cal, County Medical Services Program, subsidized Covered California health insurance, and General Assistance provide a crucial safety net and sense of hope for families facing the challenges of difficult health and financial situations. Whether it is a family trying to maintain health insurance coverage, a college student who needs help with food expenses, a homebound senior struggling to afford food and medication, or a parent or grandparent caring for children or grandchildren, these programs offer vital services to meet the basic needs of vulnerable community members. Eligibility Workers, Employment and Training Specialists, and Eligibility Specialists must be knowledgeable about our wide range of programs and other resources so that they can effectively assist each client to obtain the most beneficial services and answer questions of the general public. They are the connection between those in need and our programs and services.

In the aftermath of the 2017 disastrous fire that burned large areas of Sonoma County, Eligibility Specialists, Employment and Training Specialists, and Eligibility Workers focused resources on ensuring continuity of our safety net services. Between January 2018 and October 2018, Eligibility Specialists, Employment and Training Specialists, and Eligibility Workers saw almost 96,000 individuals from the community seeking services in our various lobbies. These dedicated workers successfully processed over 32,000 Medi-Cal, CalFresh, and General Assistance applications.

Employment and Training Specialists and Eligibility Workers support families, including those impacted by job and housing losses, to help lift themselves out of poverty by obtaining or improving skills for employment. Employment and Training Specialists in the Employment and Training Division saw a major increase in clients that received permanent housing support after the 2017 fires and successfully housed 63 families in need.

Eligibility Workers assigned to the Family, Youth and Children’s Division determine Foster Care payment benefits and Medi-Cal health coverage for over 1,200 children in the Foster Care and Adoption systems, and ensure that former foster youth continue to receive Medi-Cal benefits until they are 26 years old.

In our Economic Assistance Division, Eligibility Specialists provide Medi-Cal, CalFresh, County Medical Services Program and General Assistance benefits. During the annual open enrollment period and throughout the year, as a result of life changing events, these Specialists assist families with applications for subsidized insurance and selection of health insurance coverage available from Covered California. Between January 2018 and October 2018, Eligibility Specialists answered over 54,000 calls from existing clients at the Economic Assistance Service Center. Currently, there are almost 108,000 Medi-Cal clients that are serviced by the Eligibility Specialists, which equates to 1 in 5 people in Sonoma County receiving Medi-Cal benefits made possible by Human Services Eligibility Workers, Employment and Training Specialists or Eligibility Specialists.

Eligibility Specialists work closely with the Adult and Aging Division’s In-Home Supportive Services Social Workers to coordinate Medi-Cal benefits with in-home assistance for almost 6,000 seniors and disabled residents at risk for out of home placement.

Eligibility Workers in the Special Investigations Unit safeguard the integrity of the programs and services offered by the Human Services Department by providing quality assurance and opportunities for case work accuracy improvement.

Prior Board Actions:

The Board has previously honored Eligibility Workers, Employment and Training Specialists, and Eligibility Specialists by designating the month of January as Eligibility Worker, Employment and Training and Eligibility Specialist Recognition Month.

Strategic Plan Alignment Goal 4: Civic Services and Engagement

This item fosters an increased understanding of the vital programs and services the County provides for the community.

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



County of Sonoma
State of California

Date: January 8, 2019

Item Number: _____

Resolution Number: _____



4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Designating January 2019 as Eligibility Worker, Employment and Training Specialist and Eligibility Specialist Month.

Whereas, the Eligibility Worker, Employment and Training Specialist, and Eligibility Specialist classifications were established to provide for more efficient service in determining eligibility for public assistance; and

Whereas, the Eligibility Workers, Employment and Training Specialists, and Eligibility Specialists interact with the public with professionalism, respect and compassion; and

Whereas, the Eligibility Workers, Employment and Training Specialists, and Eligibility Specialists are responsible for processing applications and maintaining caseloads while maintaining very high standards of job performance; and

Whereas, Eligibility Workers, Employment and Training Specialists, and Eligibility Specialists are required to be well versed in many areas so that they can effectively provide services to public assistance recipients, foster care providers and the general public; and

Whereas, Eligibility Workers, Employment and Training Specialists, and Eligibility Specialists perform valuable services and it is important that all Sonoma County residents recognize the contribution they make to the community of Sonoma County;

Now, Therefore, Be It Resolved that the Board of Supervisors of the County of Sonoma do hereby designate January 2019 as Eligibility Worker, Employment and Training Specialist, and Eligibility Specialist Recognition Month in Sonoma County and salute the fine record of service and achievement which these dedicated individuals have established in our county.

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: 41
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: January 8, 2019

Vote Requirement: No Vote Required

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Susan Gorin / 565-2241

Supervisorial District(s):

First

Title: Approve Gold Resolution Congratulating Cynthia Tarr on being named Sonoma's Treasure Artist of 2019.

Recommended Actions:

Approve Gold Resolution Congratulating Cynthia Tarr on being named Sonoma's Treasure Artist of 2019.

Executive Summary:

Gold Resolution Congratulating Cynthia Tarr on being named Sonoma's Treasure Artist of 2019

Discussion:

Prior Board Actions:

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



County of Sonoma
State of California

Date: January 8, 2019

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma, State of California,
Congratulating Cynthia Tarr on being named Sonoma's Treasure Artist of 2019**

WHEREAS, each year since 1983, the City of Sonoma's Cultural and Fine Arts Commission selects an artist whose body of work and service to the community are substantial, exceptional and inspiring. The Sonoma Treasure Artist honors local artists who, in addition to promoting the arts, help enrich the Valley with their commitment to their craft; and,

WHEREAS, for the year 2019, the City of Sonoma has selected Cynthia Tarr, chosen for her significant contributions to the musical life of Sonoma Valley through including performances at local events such as the Sonoma City Party and the Community gathering "Love is in the Air"; and

WHEREAS, Ms. Tarr is an educator as well as a committed and passionate mentor and is the Musical Director of the Sonoma Community Center, where she teaches a full schedule of providing advanced students the experience of performing in intimate settings; and

WHEREAS, Cynthia also volunteers as a co-host on the KSVY radio show "the Guys at Five" and also continues to perform individually and with her group the "Quixotics"; and

WHEREAS, as a nomination letter noted "all of Cynthia's gifts that Cynthia brings to us are remarkable in themselves, but it is in the spirit with which she gifts them that inspires me to think of her as a treasure artist, everything that Cynthia does is done with the intention of connecting people with gifts of music"; and

Resolution #

Date:

Page 2

**NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Sonoma County
Congratulates Cynthia Tarr on being named as Sonoma Cultural and Fine Arts Commission's
Treasure Artist for 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: 42
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: January 8, 2019

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor James Gore (707) 565-2241

Supervisorial District(s):

Fourth District

Title: Board Sponsorship

Recommended Actions:

Approve Board Sponsorship of \$2813.50 to the Mark West Community Preschool for the Fire Relief Fundraiser to rebuild Mark West Community preschool at the Sonoma County Fairgrounds, 12/1/2018. (Fourth District)

Executive Summary:

The Mark West Community Preschool services approximately 100 families. They lost their building to the Tubbs Fire. They are attempting to rebuild the preschool building at a cost of approximately \$2million, with insurance only covering approximately \$600,000 of that rebuild. The Community Preschool hosted a fundraiser toward their overall rebuild costs at the Fairgrounds. Please consider sponsoring the administrative cost of the event so that all funds raised can go directly to the rebuild.

Discussion:

N/A

Prior Board Actions:

N/A

Strategic Plan Alignment Goal 3: Invest in the Future

Fiscal Summary			
Expenditures	FY 18-19 Adopted	FY 19-20 Projected	FY 20-21 Projected
Budgeted Expenses			
Additional Appropriation Requested	2813.50		
Total Expenditures	2813.50		
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies	2813.50		
Total Sources	2813.50		
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:			
Letter from Jenny Kenyon, representative of the Mark West Community Preschool; Application for Board Sponsorship; and Invoice from the Fairgrounds.			

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: Jenny L Kenyon
First Middle Last

Mailing Address: 4720 Guenza Rd Santa Rosa CA 95404
Number, Street, Apt/Suite City State Zip

Phone: (805) 886 - 1776 Email: jenny@communitypreschools.com
Area Code, Number

2. Name of Community Based Organization, Non-Profit, or Government Agency for which fee waiver/sponsorship is requested:

Name: Mark West Community Preschool

Mailing Address: 1281 Edwards Ave Santa Rosa CA 95401
Number, Street, Apt/Suite City State Zip

Phone: (707) 540 - 0900 Email: jenny@communitypreschools.com
Area Code, Number

3. Please indicate by check mark the supervisory district in which the organization or agency submitting this request is located, where the project/activity/event will be held, and the district office to whom you would like to submit this request:

Board Member and District	Susan Gorin District 1	David Rabbitt District 2	Shirlee Zane District 3	James Gore District 4	Lynda Hopkins District 5
Entity or organization location (select all that apply)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Project/activity/event location (select all that apply)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
District office to receive request (select only one)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

4. Type of Community Based Organization, Non-profit, or Government Agency for which the fee waiver/sponsorship is requested:

- City Special District Other Local Government
 School Non-profit or CBO

Other (please specify): _____

5. Please provide a description of the project/activity/event for which a fee waiver/sponsorship is being requested on a separate sheet of paper. Please include the number of individuals who will participate or be served, etc.

Use attached sheet

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
Fairgrounds	Use fee's Staff/rental support	\$ 28,135.00

8. If your Community Based Organization, Non-Profit, or Governmental Agency has received a fee waiver/sponsorship for a similar project/activity/event in the past, please list below:

Date of Fee Waiver	Department Assessing Fee	Type of Fee	Amount of Fee
/ /			N/A
/ /			
/ /			
/ /			

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: N/A

- 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. N/A.

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. - see attached spreadsheet.



 Authorized Signature

Director/Owner _____
 Title

11 / 14 / 2018

 Date

Mark West Preschool Fee Waiver Request

#5) Fire Relief Fundraiser in which all proceeds will benefit the rebuild of Mark West Community Preschool. Our school serviced over 100 families in the Wikiup/Mark West/Larkfield area.

Since the fire we have found that we are sorely underfunded to rebuild the school. Building a new facility in the current climate of Sonoma County is cost prohibitive for the intended use. Our insurance covers approximately 30% of the total actual cost. To rebuild the structure and upgrade the facility with ADA requirements, current code upgrades and infrastructure the cost is approximately \$2 million.

The Mark West Community Preschool rebuild has a mission to not only restore what once was but to be an example to our community of what high quality early childhood education should be.

We anticipate approx. 500 people(includes children) will be in attendance.

11) Yes, we will be charging an entry fee. The fundraiser is a carnival theme and there will be games, food and it is required to pay the entry to be able to partake in the activities. The entry fee is helping to pay for the costs associated with running the booths (games, prizes, etc).

All proceeds will go towards the rebuild of the preschool. Since it is a preschool, in terms of the rebuild, it falls under a particular category which insurance is only able to cover at 30% of the costs. It will cost us 2million dollars to start the rebuild and our timeline for our insurance company to rebuild is running out. Once again emphasizing that 100% of proceeds from ticket sales, games, etc. will go towards the rebuild of the school. There will be zero dollars that will go into admin costs or general fund. We would like to begin rebuilding in 2019 as our community rebuilds and depends on our services.

Sonoma County FAIRGROUNDS

TEL 707-545-4200 FAX 707 573-9342 ♦ www.SonomaCountyFair.com
1350 Bennett Valley Rd. ♦ Santa Rosa, CA 95404

Proforma Service Order Credit Memo

California Community Lender Inc.
3442 Piner Road
Santa Rosa, CA 95404

Account: 00012655
Credit Memo Amount: -1,726.00
Order: 085440

California Community Lender-MARK WEST PRESCHOOL
FUNDRAISER (500) (16298)

Start-End: Sat 12/01/2018 08:00 AM - 10:00 PM

Function: Space & Statistics
Start/End: 12/01/2018 08:00 AM - 10:00 PM
Requestor: California Community Lender Inc.

Description	Duration	Units	Rate	Charges
Saralee's Barn - Base Rate	1.00 Day	1.00 DAY	1,500.00 DAY	1,500.00
Security Guard Reimbursement-Praetorian-GATE 7 GUARD 12/01/2018 01:00 PM - 05:00 PM PRAETORIAN PROVIDING COMPLIMENTARY SERVICES FOR THIS EVENT	4.00 Hour	1.00 EA	0.00 HR	0.00
Security Guard Reimbursement-Praetorian 12/01/2018 02:00 PM - 07:15 PM PRAETORIAN PROVIDING COMPLIMENTARY SERVICES FOR THIS EVENT	5.25 Hour	2.00 EA	0.00 HR	0.00
Security Supervisor Reimb-Praetorian PRAETORIAN PROVIDING COMPLIMENTARY SERVICES FOR THIS EVENT	5.25 Hour	1.00 EA	0.00 HR	0.00
Alcohol Buy Out - Interim Events		127.00 EA	5.00 EA	635.00
Interim Insurance-LIQUOR LIABILITY (SE18-2542)		1.00 EA	290.00 EA	290.00
Sheep Ring- Base Rate	1.00 Day	1.00 DAY	275.00 DAY	275.00
Complimentary Tables		5.00 EA	0.00 EA	0.00
Complimentary Chairs		50.00 EA	0.00 EA	0.00
Crossing Guard-BROOKWOOD 12/01/2018 01:45 PM - 07:15 PM		5.50 HR	17.00 EA	93.50
Insurance Processing Fee		1.00 EA	20.00 EA	20.00
			Total Services:	2,813.50
Previous Payments				Amount
11/29/2018 EV Deposit - Credit Card xx xx 9973				-4,339.50
09/24/2018 EV Deposit - Check CK#2019 57757				-200.00
			Total For Previous Payments:	-4,539.50

Proforma Service Order Credit Memo

California Community Lender-MARK WEST PRESCHOOL
FUNDRAISER (500) (16298)

Start-End: Sat 12/01/2018 08:00 AM - 10:00 PM

Invoice Summary

Total Services:	2,813.50
Total Taxes:	0.00
Credit Memo Total:	2,813.50
Total Payments:	-4,539.50
Credit Memo Amount:	-1,726.00



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 55
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: January 8, 2019

Vote Requirement: Majority

Department or Agency Name(s): Permit Sonoma

Staff Name and Phone Number:

Gary Helfrich 707-565-2404

Supervisorial District(s):

Fifth

Title: Appeal of the Board of Zoning Adjustments decision to approve a Use Permit for a setback reduction in the DA (Diverse Agriculture) zoning district; located at 8398 Bodega Highway, Sebastopol, APN 077-160-001; UPE15-0062; Beverly Beaver Rudolph applicant and appellant.

Recommended Actions:

Determine that the project is exempt from the California Environmental Quality Act, deny the appeal of Use Permit Conditions. Denial of the appeal will allow Code Enforcement action to proceed.

Executive Summary:

In 2009 the property owner requested a Use Permit to reduce the side yard setback on the east side of APN 077-160-001 (property) from 10 feet to 2.7 feet for a distance of 47.5 feet. A shed is connected to the house with a deck that has been framed for a roof but the roof has not been installed. The applicant wishes to convert the shed to a 315 square foot recreation room and complete the roof over the deck, but the deck will remain unenclosed. An eight foot high fence was previously required by the Board of Zoning Adjustments to provide screening to the adjoining property. The project is located on a 16.42 acre parcel. The structure was partially constructed prior to the setback issue being raised. The Use Permit expired without the applicant implementing the project or making any progress towards meeting conditions of approval.

A second Use permit was requested in 2015 and went to the Board of Zoning Adjustments on February 18, 2016. The Board of Zoning Adjustments approved the project to include conditions requiring: 1) removal, within 6 months, of a dwelling that was temporarily moved to this site in 1992 under permit B-111745. This permit has expired and did not authorize any use or occupancy of the structure. 2) submittal of a building permit application to legalize a shed/recreation room within 60 days, and completion of construction of the proposed recreation room and covered deck within 24 months of building permit issuance; and 3) permitting and construction of an 8 foot high neighbor privacy fence along the eastern property line. The applicant appealed the Use Permit approval based on opposition to the above described conditions of approval. Permit Sonoma calculated the additional costs for bringing the appeal to the Board of Supervisors and requested a deposit from the applicant based on the At-Cost

Agreement signed by the applicant agreeing to pay Use Permit application processing costs. The applicant has not paid the additional deposit nor has she applied for any building permits required as a condition of project approval. Staff recommends denial of the appeal. This Zoning and Building Violation has remained unresolved for many years despite two approved Use Permits, one issued in 2009 (expired) and another in 2016 (the conditions of which are the subject of the present appeal) that provided a clear path and means to legalize the violations.

Discussion:

Project Location and Zoning:

The parcel is located at 8398 Bodega Highway, Sebastopol across the street from the city limits of Sebastopol and is a relatively flat to gently sloping parcel crossed by Atascadero Creek.

The 16.42 acre parcel's zoning designation is DA (Diverse Agriculture) with an allowable density of 20 acres per dwelling unit with the F2 (Floodplain), RC (Riparian Corridor) 200'/50', SR (Scenic Resources), and VOH (Valley Oak Habitat) combining designations.

Background:

The subject Use Permit represents the applicant's second attempt to resolve a violation of the setback regulations for a partially constructed recreation room addition to the existing single family dwelling. The existing single family dwelling is only 2.7 feet from the eastern property line. The partially constructed recreation room is aligned with the existing dwelling located 2.7 feet from the parcel line. (See Attachment B – Site Plan).

The original construction along the eastern property line involved a building permit for a shed, which was found to be located over the property line after the permit was issued. Two building permits were issued for this structure, one in 2002 which was renewed with the issuance of a second in 2006. These permits were issued to relocate the shed, construct a perimeter foundation, and cover the walkway leading to the dwelling. Both indicated that the building would be located 10 feet from the property line, consistent with the required 10-foot side yard set-back for the Diverse Agriculture zoning district. A subsequent survey of the property revealed that the property line is actually only 2.7 feet from the house and shed (now called a recreation room). Construction of a connecting deck and framing to enclose it have led to the determination that this structure is now an addition to the single family dwelling.

Permit B-111745 was issued on May 3, 1992 to temporarily relocate a historic structure in order to preserve it from demolition. Notes attached to the file by the Sonoma County Building Inspection Department states *"this permit will be for temporary "parking" of this building and the structure is not to be used or occupied without a more extensive foundation system designed to resist current building code vertical and lateral loads."* While the temporary relocation permit expired on May 3, 1995, the structure has remained on "temporary" supports for decades and has deteriorated to the point where relocation or restoration is infeasible. Even if restoration were possible, the structure could not remain on site as a residential use since existing development already exceeds allowable residential density.

At their 2016 public hearing the Board of Zoning Adjustments discussed at length their disappointment that the applicant has continued to fail to address the problems created by the proposed recreation room and deck. However, the Board of Zoning Adjustments ultimately approved the requested Use

Permit in February 2016 with conditions mandating that the applicant complete removal of the unpermitted residential structure, construct an 8-foot high privacy fence, and submit necessary building permits as described above to legalize unpermitted construction.

On February 26, 2016 the applicant appealed her conditions of approval. The applicant does not presently specify which conditions she opposes. However, in her presentation at the Board of Zoning Adjustments applicant opposed Condition #7 requiring the removal of a single family dwelling stored on the property, and Conditions #9 and #10 which provide the stringent timelines for completion of the project. On March 29, 2016, Permit Sonoma mailed a letter to the applicant requesting that she pay the estimated fees for taking the application to the Board of Supervisors. No response was received.

Staff Recommendation:

Staff recommends that the Board of Supervisors deny the appeal. The applicant has continuously failed to take action to legalize work completed without proper permits, as observed by the Board of Zoning Adjustments. Your Board’s denial of the Appeal will give the applicant a final opportunity to bring the property into compliance with the Sonoma County Zoning Code (Chapter 26) and the Sonoma County Building Code (Chapter 7 and allow Code Enforcement to take enforcement actions.

Prior Board Actions:

None.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

A goal of the Board is to provide environmental stewardship in the interest of maintaining a beautiful County in which all can thrive. Part of that involves maintaining a safe and healthy environment. Denying the requested Use Permit will resolve health and safety issues that are ongoing at this site.

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:			
The applicant pays all processing costs as this is an "At-Cost" project. However, the applicant has failed to make an additional deposit to cover the costs of bringing the appeal to the Board of Supervisors. This means that approximately \$2,900.00 remains unpaid.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Not Applicable.			
Attachments:			
Draft Board of Supervisors Resolution Attachment A: Appeal Form February 26, 2016 Attachment B: Board of Zoning Adjustments Staff Report with Exhibits February 18, 2016 Attachment C: Board of Zoning Adjustments Conditions of Approval February 18, 2016 Attachment D: Permit B-111745 Building Relocation Permit February 28, 1992 Attachment E: Permit History Table Attachment F: Public Comments			

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



County of Sonoma

State of California

Date: January 8, 2019

Item Number: _____

Resolution Number: _____

UPE15-0062 Gary Helfrich



4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Denying Applicant's Appeal Of The Board Of Zoning Adjustments Conditions For The
Proposed Reduced Side Yard Setback Use Permit UPE15-0062 Approved By The Board Of
Zoning Adjustments; For Property Located At 8398 Bodega Highway, Sebastopol, APN 077-
160-001; Supervisorial District 5.**

Whereas, the Beverly Beaver Rudolph ("the Applicant") filed Use Permit application 15-0062 with Permit Sonoma for a side yard setback reduction from 10 feet to 2.7 feet on a 16.42 +/- acre parcel located at 8398 Bodega Highway, Sebastopol, APN 077-160-001 ("the Property" Zoned DA (Diverse Agriculture) 20 acres per dwelling unit, F2 (Floodplain Combining District), RC 20/50 (Riparian Corridor 200 foot setback for structures/50 foot setback for agriculture), SR (Scenic Resource), VOH (Valley Oak Habitat); Supervisorial District No. 5 ("the Project"); and

Whereas, in accordance with the provisions of law, the Board of Zoning Adjustments held a public hearing on the Project on February 18, 2016, at which time all interested persons were given an opportunity to be heard; and

Whereas, on February 18, 2016, the Board of Zoning Adjustments approved the Project with conditions of approval as reflected in its Resolution No. 16-0003; and

Whereas, among other things, the Conditions of Approval require removal of a deteriorating structure, which was believed at the time of the Board of Zoning Adjustments to be an illegal dwelling, but which Permit Sonoma staff have since determined to be the subject of an expired permit to temporarily relocate a historic structure to the subject property (Permit B-111745 issued May 3, 1992). The structure is still on the property, has severely deteriorated, and is uninhabitable; and

Whereas, the Applicant appealed the conditions of approval on February 26, 2016 ("the Appeal"); and

Whereas, the Applicant has failed to pay additional costs and fees requested by staff necessary to bring the Appeal to the Board of Supervisors ("Board"); and

Whereas, in accordance with the provisions of law, the Board held a public hearing to consider the Appeal on January 8, 2019, at which time all interested persons were given an opportunity to be heard; and

Whereas, the Project is categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to the CEQA Guidelines, Title 14 of the California Administrative Code, Section 15305, minor alteration in land use limitations, because the requested use permit would allow the maintenance of structures within a required side yard setback and construction of an 8-foot fence along the property boundary.

Now, Therefore, Be It Resolved that the Board adopts the foregoing statements as true and correct and as findings of the Board.

Be It Further Resolved that the Board denies the Appeal.

Be It Further Resolved that as evidenced in the record of proceedings herein, including but not limited to the staff reports for this hearing and the hearing before the Board of Zoning Adjustments on February 18, 2016, illegal structure(s) remain on the property, violating health and safety codes and the County Zoning Code.

Be It Further Resolved that the Board designates the Clerk of the Board as the custodian of the documents and other material which constitute the record of proceedings upon which the decision herein is based. These documents may be found at the office of the Clerk of the Board, 575 Administration Drive, Room 100-A, Santa Rosa, California 95403.

Supervisors:

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

So Ordered.

**Planning Commission/Board of Zoning Adjustments
Appeal Form**

PJR-021

To: Board of Supervisors
County of Sonoma, State of California

File # UPE 15-0062

Appeal is hereby made by: Beverly Beaver Rudolph
Please Print

Mailing Address: Po Box 2516
Sebastopol CA, 95473

Phone: 707-823-5818 Email: solutions plus 2@sbcglobal.net

The Sonoma County Planning Commission / Board of Zoning Adjustments (circle one) on

Feb. 18, 20 16 (approved) / denied (circle one) a request by

Beverly Beaver Rudolph for reduced setback
from 10ft to 2.7ft along easterly side of property.

located at 8398 Bodega Ave, Sebastopol

APN 077-160-001 Zoned DA Supervisorial District 5

This appeal is made pursuant to Sonoma County Code Chapter 26 Section 26-92-160 for the following specific reasons:

Final Conditions of Approval

Date: 2/26/16 Appellant: Beverly Beaver Rudolph
Signature

Appeal Fee: See current PRMD Project Review Fee Schedule

----- ⓪ DO NOT WRITE BELOW THIS LINE - To Be Completed by PRMD Staff ⓪ -----

This appeal was filed with the Permit and Resource Management Department on the 26th day of February, 20 16, receipt of which is hereby acknowledged.

D. Michaelson
PRMD Staff

Sonoma County Permit and Resource Management Department
2550 Ventura Avenue ♦ Santa Rosa, CA ♦ 95403-2829 ♦ (707) 565-1900 ♦ Fax (707) 565-1103

CMuller S:\Handouts\PJR\PJR-021 Planning Commission BZA Appeal Form.wpd 03/17/09

COUNTY OF SONOMA
PERMIT AND RESOURCE MANAGEMENT DEPARTMENT

2550 VENTURA AVENUE, SANTA ROSA, CA 95403-2829
 (707) 565-1900 FAX (707) 565-1103

Application Fees / Invoice for: UPE15-0062

Project Address: 8398 BODEGA HWY TWI

Cross Street: RAGLE RD

APN: 077-160-001

Description: USE PERMIT FOR REDUCED SETBACK AND EIGHT FOOT

Printed: Friday, February 26, 2016
Initialized by: MGROSCH
Activity Type: C-USE 1501
PCAS #:

Owner: RUDOLPH BEVERLY BEAVER
 PO BOX 2516 S
 SEBASTOPOL CA
 95473
 707 823 5818

Applicant: RUDOLPH BEVERLY BEAVER
 PO BOX 2516 S
 SEBASTOPOL CA
 95473
 707 823 5818

Fees:

Item#	Description	Account Code	Tot Fee	Prev. Pmts	Cur. Pmts
140	TECH ENHANCEMENT FEE	26010104-46040	48.00	48.00	.00
1011	APPEAL (ALL OTHERS)	26010121-45061	1,120.00	.00	.00
1052	ENV REV CEQA EXEMPT DET	26010122-45068	35.00	35.00	.00
1142	USE PERMIT - FENCES	26010121-45063	921.00	921.00	.00
			\$2,124.00	\$1,004.00	

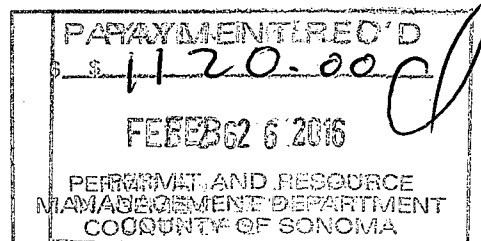
Total Fees: \$2,124.00

Total Paid: \$1,004.00

Balance Due: \$1,120.00

Refunds will not be authorized unless circumstances comply with established PRMD refund policy provisions.

When validated below, this is your receipt.





Sonoma County Board of Zoning Adjustments STAFF REPORT

Sonoma County Permit and Resource Management Department

2550 Ventura Avenue, Santa Rosa, CA 95403
(707) 565-1900 FAX (707) 565-1103

FILE: UPE15-0062
DATE: February 18, 2016
TIME: 1:05 p.m.
STAFF: Melinda Grosch, Project Planner

Appeal Period: 10 calendar days

SUMMARY

Appellant: Frank & Teresa Hamilton

Applicant: Beverly Beaver Rudolph

Owner: Beverly Beaver Rudolph

Location: 8398 Bodega Highway, Sebastopol
APN: 077-160-001 Supervisorial District No.: 5

Subject: Request for a Use Permit for a reduced side yard setback and an eight foot high fence.

PROPOSAL: The owner is requesting a reduction in the side yard setback from 10 feet to 2.7 feet along the eastern property boundary in the vicinity of the existing dwelling to allow for a 315 square foot recreation room and a 432 square foot deck addition to a single family residence on a 16.42 acre parcel. The applicant also proposes an eight foot high fence to provide screening for the neighboring property.

Environmental Determination: Categorically Exempt Section 15305, minor alteration in land use limitations.

General Plan: Diverse Agriculture 20 acres per dwelling unit.

Specific/Area Plan: None

Land Use:

Ord. Reference: Section 26-88-040(g) of the Sonoma County Zoning Ordinance.

Zoning: DA (Diverse Agriculture) with an allowable density of 20 acres per dwelling unit and combining zones of F2 (Floodplain), RC (Riparian Corridor) 200'/50', SR (Scenic Resources), and VOH (Valley Oak Habitat).

Land Conservation Contract: The parcel is not subject to a Land Conservation Act Contract.

Application Complete

for Processing: August 24, 2015

RECOMMENDATION: Approve the requested Use Permit allowing the shed to stay in its current location and be converted to a recreation room and the porch to be covered subject to the conditions in Exhibit C.

ANALYSIS

Background:

The property is developed with two dwellings built in the early 1900's, a newer dwelling, a barn, and other farm structures. Despite the fact that the parcel is relatively large at 16.42 acres, one of the dwellings was constructed less than 10 feet from the property boundary possibly because the boundary was thought to be further to the east than it actually is. An accessory structure used for storage was located over the property line and has been relocated so that it now has the same setback as the dwelling.

In 2006, BLD02-4925 was issued (renewed by BLD06-1590) to relocate the shed, construct a perimeter foundation, and add a new roof attaching it to the existing single family dwelling. The shed was originally over the property boundary and was moved to align with the house on the east property line. At the time the permit was issued the new location of the shed was indicated as being 10 feet from the property line. A subsequent survey of the property revealed that the property line is actually only 2.7 feet from the house and shed. A deck was constructed between the house and shed and has been framed for a cover but not roofed.

The Sonoma County Zoning Code offers numerous options for variations in setbacks related to uses, location on the parcel, portion of the structure under review (i.e., over hangs, cantilevered portions of structures, etc.) but for a primary structure a reduction to less than 3 feet requires special approval. The regulations are found in Sec. 26-88-040.(g) - General yard regulations and exceptions and read as follows:

(g) In any TP, LIA, LEA, DA, RRD, RRDWA, AR or RR district the required yard standards may be reduced when the planning director finds that such reduction(s) are appropriate in light of topography, vegetation or unique physical characteristics. In determining such findings, consideration will also be given to visibility from public roads and adjacent properties. Such reduction shall not result in a front yard of less than ten feet (10') for any garage or carport opening. The planning director may require a use permit or signatures from adjacent property owners.

In attempting to resolve the setback issue the applicant originally opted to have adjoining property owners agree to the setback reduction by signing the site plan showing the locations of the buildings and the proposed change from a storage shed to an attached recreation room. Two property owners located to the east are affected by the setback reduction. Of the two, the Gaffneys did not object and were willing to agree to the reduction through a signature on the site plan. The Hamiltons are opposed to the location of the recreation room and would not sign the site plan.

In continuing to try to clear the property of the various violations related to these structures and allow the structures to remain in the non-conforming location the applicant filed an application for a Use Permit in 2009. The Board of Zoning Adjustments heard the request on September 10, 2009 and approved the project with conditions. In 2011 the project was granted an automatic two year extension of time under the County's Economic Stimulus Ordinance. In 2013 the applicant requested an additional extension of time but failed to make a payment for the extension. Therefore, the permit expired in September of 2013. In August of 2015 an extension of time was again requested by the applicant. However, since the

previous Use Permit had expired a new application was required. In August 2015 the applicant filed this application.

Project Description:

The property owner has requested a minor Use Permit in order to reduce the side yard setback on the east side of the property to 2.7 feet for a distance of 47.5 feet. A shed is connected to the house with a deck that has been framed for a roof but the roof has not been installed. The applicant wishes to convert the shed to a 315 square foot recreation room and complete the roof over the deck, but the deck will remain unenclosed. An eight foot high fence was previously required by the Board of Zoning Adjustments to provide screening to the adjoining property. The project is located on a 16.42 acre parcel.

Site Characteristics:

The parcel is located across the street from the city limits of Sebastopol and is a relatively flat to gently sloping parcel crossed by Atascadero Creek. The site is developed with two single family dwellings constructed in the early 1900's, a newer dwelling constructed in the 1950's, a barn and other sheds and small accessory structures. One of the old dwellings is not permanently located on the property. It was moved there to preserve it from demolition at its original location. It has never actually been correctly located on this parcel since it was moved to the site without a building permit, it sits on blocks, and is uninhabitable.

The site is served by private septic systems, a well, and a driveway off of Bodega Highway.

Surrounding Land Use and Zoning:

- North - Atascadero Creek crosses the property on the westerly side and in a north/south direction. The flat floodplain of the creek stretches to the north and south consisting of grassland and a ribbon of riparian vegetation. Ragel Ranch Park adjoins this parcel to the north and the zoning is PF (Public Facilities).
- East - The parcels to the east are zoned AR (Agriculture and Residential), B6-2 acres per dwelling unit and range in size from 1.18 acres to 4.85 acres and are primarily rural residential in nature.
- South - The southern property boundary is Bodega Highway. Directly across from the developed area of the subject parcel is land within the City of Sebastopol's limits. Atascadero Creek continues under Bodega Highway to the south. Lands outside the City limits are zoned DA (Diverse Agriculture), B6-20 acre density, RC 200/50 (Riparian Corridor), F2 (Floodplain Combining District), SR (Scenic Resource), VOH (Valley Oak Habitat) and range in size from 1.24 acres to 7.25 acres and are primarily rural residential in nature.
- West - The land slopes up to the west and is more heavily vegetated with trees and shrubs than the area of the Atascadero Creek floodplain. Parcels in this area are zoned DA, B6-20 acre density, RC 200/50, F2, SR, VOH and range in size from 0.13 acres to 7.5 acres. These smaller parcels are rural residential in nature. Further west, parcels are generally larger and uses become more agricultural in nature consisting primarily of apple orchards.

DISCUSSION OF ISSUES

Issue #1: General Plan Consistency

The parcel has a Diverse Agriculture 20 acres per dwelling unit density designation. This designation allows all types of agriculture and associated structures as well as single family dwellings, agricultural

employee housing, etc. The current General Plan designation allows one single family dwelling and a Second Dwelling Unit on this 16.42 acre parcel. There are multiple dwellings on site and due to previous violation notices the Code Enforcement section has determined that three dwellings are Legal Non-Conforming units. The dwelling that is on blocks in the rear portion of the property was only supposed to be on the site temporarily so that a new, permanent location could be found for it. This building has been on-site since the late 1990s based on a violation notice from 1998. As 17 years have elapsed since the building was first brought to the property its temporary status has expired and it must be removed from the site before further entitlements can be granted.

The Diverse Agriculture General Plan designation allows for a variety of accessory structures that are either agricultural in nature or associated with residential uses on the property, thus converting the shed to a recreation room attached to the primary dwelling by a deck would be allowed.

Issue #2: Zoning Consistency

The site is zoned DA (Diverse Agriculture) with a 20 acres per dwelling unit density with combining zones of F2 (Floodplain), RC (Riparian Corridor) 200'/50', SR (Scenic Resources), and VOH (Valley Oak Habitat). The Sonoma County Zoning Code requires the following setbacks for the DA zoning district: Front yard - 30 feet (but not less than 55 feet from the centerline of the road); Side yard - 10 feet; Rear yard - 20 feet. The Zoning Code allows a great deal of flexibility in setbacks in Rural Residential and agriculturally zoned lands, including allowing accessory structures to be located within the setbacks on the rear half of any lot. Section 26-88-040(g) provides the following procedures for reductions in setbacks in the front half of the property:

"In any TP, LIA, LEA, DA, RRD, RRDWA, AR or RR district the required yard standards may be reduced when the planning director finds that such reduction(s) are appropriate in light of topography, vegetation or unique physical characteristics. In determining such findings, consideration will also be given to visibility from public roads and adjacent properties. Such reduction shall not result in a front yard of less than ten feet (10') for any garage or carport opening. The planning director may require a use permit or signatures from adjacent property owners."

On June 2, 2009, staff visited the site and viewed the buildings in question from the applicant's property and from the Gaffney property which is to the east of the subject property. Staff did not view the site from the Hamilton property, also to the east. A fence over eight feet in height has been erected by the Hamiltons along their western property boundary (the eastern property boundary of the subject property). The fence provides significant screening of the house, deck, and relocated shed structure. There is also a fair amount of vegetation around the Hamilton's house that screens it from view of the Rudolph house and presumably screens the Rudolph house from view from the Hamilton house.

The subject addition is not visible from Bodega Highway due to the location of the dwelling, the topography of the site adjacent to Bodega Highway, existing vegetation, and the alignment of the subject deck and shed with the rear of the house.

One of the existing dwellings is located about the same distance (2.7 feet) from the property line as the proposed addition. Lining up the deck and recreation room structure with this house makes sense although it could probably be moved over to meet the 10 foot setback with the deck at an angle to the existing dwelling without it looking or being particularly awkward. The recreation room has a perimeter foundation that would need to be removed and replaced.

Issue #3: Fire Safe Standards

The neighbors' request for a hearing raises the issue of whether the building will meet Fire Safe Standards. The standards have been revised as of 2013. This site is in a Local Responsibility Area and thus the Building Code regulates the setbacks and mitigation measures required for Fire Safe Standards.

For a setback that is less than 10 feet a one hour rated wall is required. Since a building permit is required to complete proposed construction, the plans will be reviewed for their compliance with the building code. During construction, building inspectors will inspect construction at set intervals to ensure that the construction is being performed to code.

Issue #4: Neighborhood Compatibility

Locating the addition 2.7 feet from the property line to match the location of the single family dwelling is allowed by the Zoning Code but the immediate neighbors to the east find it objectionable. Their request for a hearing listed the following reasons for their objection:

1. The construction that has already been completed does not meet the Fire Code for wall construction, window type, and rafters.

Response: Please see staff discussion in Issue #3 above.

2. They are worried about continued "creep" of the project since the whole building had originally been built over the property line. When the building was relocated to align with the existing dwelling the foundation was constructed closer than the 2.7 feet requested.

Response: This is a valid concern which is to be addressed through conditions of approval and the building permit process.

3. The age and weathering of the building materials which have been unprotected for years while Ms. Rudolph works through the process of legalizing the buildings and may no longer be in a suitable condition to complete the structure.

Response: Staff acknowledges that repairs and upgrades required to meet building and fire codes are fairly significant. If the applicant determines the project to be uneconomical the subject structure may have to be demolished.

4. Visual impacts to the Hamilton property were also discussed with a reference to the potential construction of a new house (or houses) on their property in the future.

Response: Zoning of the Hamilton property has a Rural Residential General Plan and Zoning designation with a 2 acres per dwelling unit. Thus at 1.3 +/- acres the parcel currently only allows for one single family dwelling. However, the Hamiltons anticipate the area being annexed into the City of Sebastopol at which point the density would probably be increased substantially. Currently the parcel is not within the City's Urban Service Area or their Urban Growth Boundary. The subject structures are currently screened by an eight foot tall temporary fence (applicant to build a replacement on her side of the property line) and existing vegetation. Potential future dwellings on the Hamilton property can be placed to minimize visual impacts from the subject structures.

The Hamiltons have requested that the building be removed or at least relocated so that it meets the 10 foot side-yard setback required in the DA Zoning District. The other neighbors that adjoin the subject property in this area have not voiced an objection. The new construction is not visible from the public roadways in the area so does not significantly impact other areas of the neighborhood.

Issue #5: Environmental Determination

The project was determined to be Categorically Exempt from the California Environmental Quality Act (CEQA) as the reduction of a setback is a minor alteration in land use limitations. The DA district generally requires a 10 foot setback for structures in the front part of the property. Residential structures are subject to this setback no matter where they are located on the property. The Zoning Regulations

allow for a reduced setback as discussed above. This can be accomplished administratively through neighbor agreement or through a Use Permit and the public hearing process as in this instance.

ALTERNATIVES

Deny the request to allow a setback reduction for the addition to the existing single family dwelling. If the request is denied the applicant will be required to remove the relocated shed or relocate it again so that it is at least 10 feet from the property line. This would “jog” the building over so that it is not aligned with the eastern-most wall of the dwelling, however, since it is essentially a detached structure it is physically possible. The existing deck could be modified to provide a connection from the residence to the relocated shed/recreation room conversion.

Although the project was approved before, there is no obligation to approve it again given the long time lapse and continued failure of the applicant to complete the project. The Board of Zoning Adjustments should consider this project independently of past decisions.

STAFF RECOMMENDATION

Approve the requested Use Permit allowing the shed to stay in its current location and be converted to a recreation room with a covered deck connecting to the existing residence subject to the conditions in Exhibit C.

FINDINGS FOR RECOMMENDED ACTION

1. The proposal is consistent with the Diverse Agriculture land use designation of the Sonoma County General Plan and the DA (Diverse Agriculture) zoning designation. Section 26-88-040(g) - General yard regulations and exceptions, of the Sonoma County Zoning Code provides for reduction in setbacks through the Use Permit process.
2. The establishment, maintenance or operation of the use for which application is made will not, under the circumstances of this particular case, be detrimental to the health, safety, peace, comfort and general welfare of persons residing or working in the neighborhood of such use, nor be detrimental or injurious to property and improvements in the neighborhood or the general welfare of the area. The particular circumstances in this case are: a) the location of the shed which will become a recreation room is an expansion of the historic setback encroachment started by the placement of the existing single family dwelling; b) neither the deck or the proposed recreation room are prominently visible from immediate properties to the east due to slope and vegetation on the Hamilton property which provides screening; c) a condition of approval requiring an eight foot high fence along the property line between the subject property and properties to the east will provide permanent screening of the subject dwelling, deck area, and structure which is to be converted to the recreation room; and d) the structure will be required to comply with the current building and fire codes to ensure that adjacent properties are not put at risk should a fire start on the Rudolph property.

LIST OF ATTACHMENTS

EXHIBIT A: Draft Conditions of Approval
EXHIBIT B: Proposal Statement
EXHIBIT C: Letter Requesting a Hearing
EXHIBIT D: Vicinity Map
EXHIBIT E: Zoning Map
EXHIBIT F: Site Plan
EXHIBIT G: Floor Plan
EXHIBIT H: Elevations
EXHIBIT I: Draft Resolution

SONOMA COUNTY BOARD OF ZONING ADJUSTMENTS

Draft Conditions of Approval Exhibit A

Staff: Melinda Grosch
Applicant: Beverly Rudolph
Owner: Beverly Beaver Rudolph
Address: 8398 Bodega Highway, Sebastopol

Date: February 18, 2016
File No.: UPE15-0062
APN: 077-160-001

Project Description: Request for a Use Permit to reduce the side yard setback from 10 feet to 2.7 feet along the eastern property boundary in the vicinity of the existing dwelling to allow for a 315 square foot recreation room and a 432 square foot deck addition to a single family residence on a 16.42 acre parcel. The applicant also proposes an eight foot high fence to provide screening for the neighboring property.

Prior to commencing the use, evidence must be submitted to the file that all of the following non-operational conditions have been met.

BUILDING:

"The conditions below have been satisfied BY _____ DATE _____

1. The applicant shall apply for and obtain building related permits from the Permit and Resource Management Department (PRMD). The necessary applications appear to be, but may not be limited to, site review, building permit, and grading permit.

FIRE AND EMERGENCY SERVICES:

"The conditions below have been satisfied BY _____ DATE _____

2. Development on this parcel is subject to the Sonoma County Fire Safe Standards and shall be reviewed and approved by the County Fire Marshal/Local Fire Protection District. Said plan shall include, but not be limited to: emergency vehicle access and turn-around at the building sites), addressing, water storage for fire fighting and fire break maintenance around all structures. Prior to occupancy, written approval that the required improvements have been installed shall be provided to PRMD from the County Fire Marshal/Local Fire Protection District.

PLANNING:

"The conditions below have been satisfied BY _____ DATE _____

3. This Use Permit allows for the reduction of the side yard setback from 10 feet to 2.7 feet for a new covered deck and shed attached to an existing dwelling that has a similar setback which was determined to be legal non-conforming due to its age. The shed is to be converted to a 315 square foot recreation room with a full bath. This Use Permit also authorizes an 8 foot high fence along the property boundary to screen the view of the existing single family dwelling and the addition from properties to the east. The use shall be operated in accordance with the proposal statement and site plan located in File No. UPE15-0062 as modified by these conditions.
4. This Use Permit (UPE15-0062) shall supersede all prior Use Permits, upon implementation or when all the pre-operational conditions have been met and this Use Permit is vested.
5. This use shall be constructed, maintained, and operated in conformance with all applicable county, state, and federal statutes, ordinances, rules, and regulations. A violation of any applicable statute, ordinance, rule or regulation shall be a violation of the Use Permit, subject to

revocation or modification.

6. Prior to building permit issuance or prior to exercising this approval, whichever comes first, the property owners shall execute and record a Right-to-Farm declaration on a form provided by PRMD.
7. The existing un-permitted dwelling on blocks at the rear of the property shall be removed from the site prior to vesting this Use Permit and prior to building permit issuance for the recreation room and deck.
8. The applicant shall pay all applicable development fees prior to issuance of building permits.
9. The applicant shall construct an eight-foot high privacy fence for the entire length of the Hamilton's property line (APN 077-180-017). The fence shall be located entirely on the Rudolph property.
10. All building and/or grading permits shall have the following note printed on plan sheets:

"In the event that archaeological resources such as pottery, arrowheads, midden or culturally modified soil deposits are discovered at any time during grading, scraping or excavation within the property, all work shall be halted in the vicinity of the find and County PRMD - Project Review staff shall be notified and a qualified archaeologist shall be contacted immediately to make an evaluation of the find and report to PRMD. PRMD staff may consult and/or notify the appropriate tribal representative from tribes known to PRMD to have interests in the area. Artifacts associated with prehistoric sites include humanly modified stone, shell, bone or other cultural materials such as charcoal, ash and burned rock indicative of food procurement or processing activities. Prehistoric domestic resources include hearths, firepits, or house floor depressions whereas typical mortuary resources are represented by human skeletal remains. Historic artifacts potentially include all by-products of human land use greater than fifty (50) years of age including trash pits older than fifty (50) years of age. When contacted, a member of PRMD Project Review staff and the archaeologist shall visit the site to determine the extent of the resources and to develop and coordinate proper protection/mitigation measures required for the discovery. PRMD may refer the mitigation/protection plan to designated tribal representatives for review and comment. No work shall commence until a protection/mitigation plan is reviewed and approved by PRMD - Project Review staff. Mitigations may include avoidance, removal, preservation and/or recordation in accordance with California law. Archeological evaluation and mitigation shall be at the applicant's sole expense.

"If human remains are encountered, all work must stop in the immediate vicinity of the discovered remains and PRMD staff, County Coroner and a qualified archaeologist must be notified immediately so that an evaluation can be performed. If the remains are deemed to be Native American, the Native American Heritage Commission must be contacted by the Coroner so that a "Most Likely Descendant" can be designated and the appropriate provisions of the California Government Code and California Public Resources Code will be followed."

Building/grading permits shall not be approved for issuance by Project Review staff until the above notes are printed on the building, grading and improvement plans.

11. Landscaping, if any, shall comply with the Sonoma County Water Efficient Landscaping ordinance <http://www.sonoma-county.org/prmd/docs/handouts/pjr-091.pdf>.
12. Any proposed modification, alteration, and/or expansion of the use authorized by this Use Permit shall require the prior review and approval of PRMD or the Board of Zoning Adjustments, as appropriate. Such changes may require a new or modified Use Permit and additional environmental review.
13. The Director of PRMD is hereby authorized to modify these conditions for minor adjustments to

respond to unforeseen field constraints provided that the goals of these conditions can be safely achieved in some other manner. The applicant must submit a written request to PRMD demonstrating that the conditions is infeasible due to specific constraints (e.g. lack of property rights) and shall include a proposed alternative measure or option to meet the goal or purpose of the condition. PRMD shall consult with affected departments and agencies and may require an application for modification of the approved permit. Changes to conditions that may be authorized by PRMD are limited to those items that are not adopted standards or were not adopted as mitigation measures or that were not at issue during the public hearing process. Any modification of the permit conditions shall be documented with an approval letter from PRMD, and shall not affect the original permit approval date or the term for expiration of the permit.

The owner/operator and all successors in interest, shall comply with all applicable provisions of the Sonoma County Code and all other applicable local, state and federal regulations.

14. This permit shall be subject to revocation or modification by the Board of Zoning Adjustments if: (a) the Board finds that there has been noncompliance with any of the conditions or (b) the Board finds that the use for which this permit is hereby granted constitutes a nuisance. Any such revocation shall be preceded by a public hearing noticed and heard pursuant to Section 26-92-120 and 26-92-140 of the Sonoma County Code.

In any case where a Use Permit has not been used within two (2) years after the date of the granting thereof, or for such additional period as may be specified in the permit, such permit shall become automatically void and of no further effect, provided however, that upon written request by the applicant prior to the expiration of the two year period the permit approval may be extended for not more than one (1) year by the authority which granted the original permit pursuant to Section 26-92-130 of the Sonoma County Code.

Planning Application

PJR-001

File#: WPE15-0062

Type of Application:

- | | | | |
|---|--|---|--------------------------------------|
| <input type="checkbox"/> Admin Cert. Compliance | <input type="checkbox"/> Design Review Comm./Ind. | <input type="checkbox"/> Minor Subdivision | <input type="checkbox"/> Variance |
| <input type="checkbox"/> Ag./Timber Preserve/Contract | <input type="checkbox"/> Design Review Residential | <input type="checkbox"/> Mobile Home Zoning Permit | <input type="checkbox"/> Zone Change |
| <input type="checkbox"/> Cert. of Compliance | <input type="checkbox"/> Design Review Signs | <input type="checkbox"/> Ordinance Interpretation | <input type="checkbox"/> Other: |
| <input type="checkbox"/> Cert. of Modification | <input type="checkbox"/> General Plan Amendment | <input type="checkbox"/> Second Unit Permit | |
| <input type="checkbox"/> Coastal Permit | <input type="checkbox"/> Lot Line Adjustment | <input type="checkbox"/> Specific/Area Plan Amendment | |
| <input type="checkbox"/> Design Review Admin. | <input type="checkbox"/> Major Subdivision | <input type="checkbox"/> Use Permit | |

Applicant (Contact Person):

Beverly Beaver Rudolph
Name

PO Box 2516 S
Mailing Address

Sebastopol CA 95473
City/Town State Zip

823-5818
Phone

solutions plus 2@sbc global.net
email

Beverly Beaver Rudolph
Signature

7/24/15
Date

Owner, if other than Applicant:

Name

Mailing Address

City/Town State Zip

Phone Fax

email

Signature Date

Other Persons to be Notified: (Specify: Other Owner(s), Agent, Lender, Architect, Engineer, Surveyor)

Name	Name	Name
Mailing Address	Mailing Address	Mailing Address
City/Town State Zip	City/Town State Zip	City/Town State Zip
Title	Title	Title
Phone Fax	Phone Fax	Phone Fax
email	email	email

Project Information:

077-160-001

8398 Bodega Highway

077-160-001

Reduce sideyard setback from 10ft to 2.7ft, East property line

Sebastopol
City/Town

16.42
Acreage

Site Served by Public Water? Yes No Site Served by Public Sewer? Yes No Number of new lots proposed 0

DO NOT WRITE BELOW THIS LINE - To Be Completed by PRMD Staff

Planning Area: 6 Supervisorial District: 5 Current Zoning: DA B6 Z0 FZ RC 200/50 SR 10H General Plan Land Use: DA 20

Specific Plan: None S.P. Land Use: _____ Needs CEQA Review? yes no

Commercial/Industrial Uses: (Enter numbers where applicable)

Bldg. sq. ft. Existing: _____ Proposed: _____ Existing Employees: _____ New Employees: _____

New Manufactured Homes: _____ New Units For Sale: _____ New Units For Rent: _____ Density Bonus Units: _____

Violation? yes no; Application resolve planning violation? yes no; Penalty applicable? yes no; Civil Penalty Factor _____

Previous Files: WPE 09-0031

Application accepted by W.A. Good Date 7-27-2015

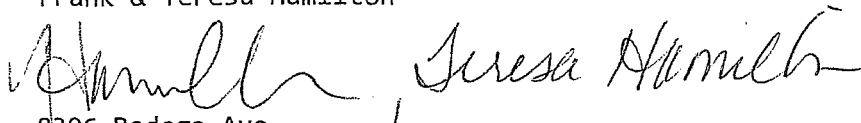
Frank Hamilton

To: ben.neuman@sonoma-county.org; Melinda.Grosch@sonoma-county.org
Cc: cobblaw@pacbell.net; Steve.Mosiurchack@sonoma-county.org
Subject: UPE15-0062 - 8398 Bodega Ave Sebastopol CA 95472
Attachments: 20150819_164548_resized (2).jpg

To Whom it may concern,

We are opposed to the use permit UPE15-0062 & request a fair hearing. Our APN # is 077-180-017.

Sincerely,
Frank & Teresa Hamilton

Handwritten signatures of Frank and Teresa Hamilton in cursive script.

8306 Bodega Ave.
Sebastopol, CA.
95472

NOTICE OF WAIVER OF A PUBLIC HEARING FOR A USE PERMIT

WHO: Beverly Rudolph has applied for a Use Permit to allow a reduced side yard setback and installation of an eight foot high fence along the same side yard property line. PRMD File No. UPE15-0062.

WHAT: The proposed project is a request for a Use Permit to allow reduced setback from 10 feet to 2.7 feet along the easterly side of the property and the installation of an eight foot high fence along the same property line in the area of the setback reduction. The structure is located on a 16.42 acre parcel. This application is to renew the previous Use Permit (UPO9-0031) which expired. The project is located at 8398 Bodega Highway, Sebastopol; APN 077-160-001. Supervisorial District 5.

Zoning on the parcel is: DA (Diverse Agriculture) with an allowable density of 20 acres per dwelling unit and combining zones of F2 (Floodplain), RC (Riparian Corridor) 200'150', SR (Scenic Resources), and VOH (Valley Oak Habitat).

**WHERE &
WHEN:** It is the intention of the Director of the Permit and Resource Management Department to issue a Use Permit as provided in Section 26-92-040(d) of the Sonoma County Zoning Ordinance. The Use Permit is being granted because the department has determined the proposal is a minor land use alteration.

It is the determination of the department that the project is categorically exempt from the provisions of the California Environmental Quality Act pursuant to the Provisions of Title 14 of the California Administrative Code, Section 15305, because it is a minor alteration in land use limitations.

The Director intends to find that the proposal will not be detrimental to the health, safety or welfare of adjacent land uses or properties.

The Use Permit will be issued without a public hearing on August 31, 2015, unless a written objection is received by the Director prior to that date. If a written objection is received, a public hearing will be scheduled and a notice of the hearing will be issued.

**ADDITIONAL
INFORMATION:** Details of the project are available at the Permit and Resource Management Department. Persons wishing to obtain more information about this proposal, or to appeal in writing, must contact the Sonoma County Permit and Resource Management Department, 2550 Ventura Avenue, Santa Rosa, CA 95403.

**HOW TO
GET INVOLVED:** If you have any questions or concerns regarding the proposed project please contact Melinda Grosch via email at Melinda.Grosch@sonoma-county.org or 707-565-2397. In addition, you may contact the project applicant Beverly Rudolph at solutionsplus2@sbcglobal.net or 707-823-5818.

DATE: August 19, 2015

Subject: 8398 Bodega Ave BLD13-3965 / UPE15-0062
From: hamco707 (hamco707@yahoo.com)
To: ben.neuman@sonoma-county.org;
Cc: cobblaw@pacbell.net; Steve.Mosiurchak@sonoma-county.org; Melinda.Grosch@sonoma-county.org;
Date: Wednesday, August 19, 2015 5:08 PM

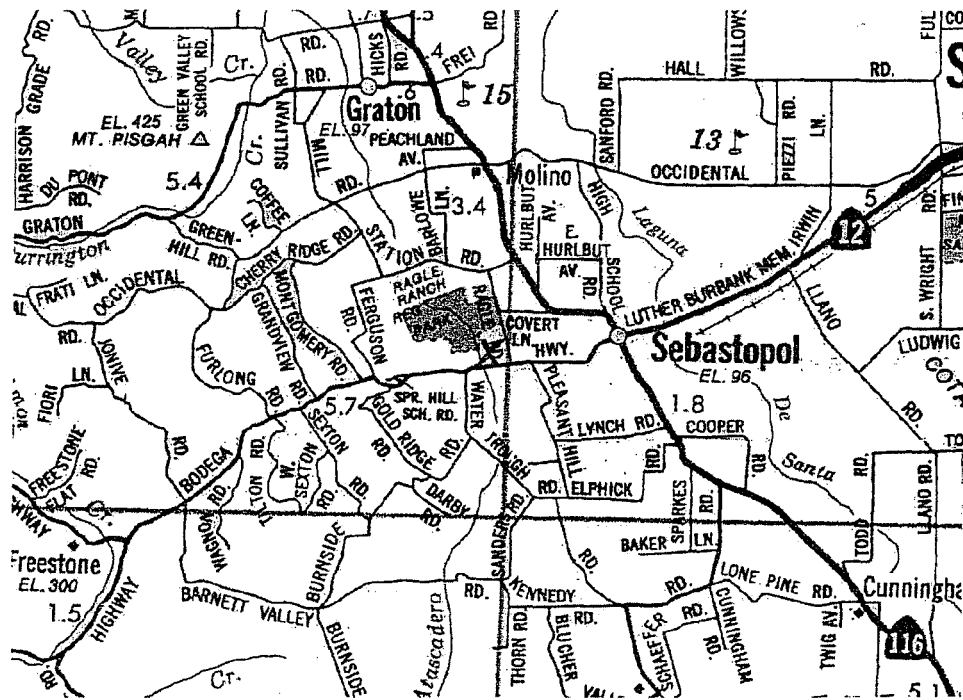
Hello Ben,

I came down to PRMD & reviewed Beverly's plans. There are a few things that do not meet code for being at a zero clearance property line. #1.) NON-RATED WALL ASSEMBLY. (1 layer of 1/2 interior wall board is not 5/8 type X) There should be (4) layers of 5/8 type X, with staggered joints including successive inspections.) #2.) There is a low E window. (No operable windows allowed in a 2 hour fire assembly unless it has a rated, stamped frame & stamped fire rated wire glass. #3.) Their rafter tails are almost on the property line. The rafters should be flush with the new fire rated wall & inside the rated assembly unless there is a rated soffit. #4.) William Kelly put a note :fire safe standards not required. The Sonoma County Fire Department must review Beverly's plans. There was a very disturbing photo in the PRMD file from 2002 clearly showing the newly constructed concrete foundation several feet outside the "so called existing room". The permit issued in 2002 was not what was constructed, nor did it meet building, planning or fire code. None of what is now there was existing? We intend on building a nice home or several homes on our property some day & the proximity of this "fire bomb" in a huge issue. We would prefer PRMD admit the series of mistakes made & abate the structure. The age of the interior lumber sitting out in weather since 2004 should be reviewed. Please call or write with any questions. We plan on attending the hearing for this unfortunate situation. We definitely have problems with the building & it's proximity. We have issues with the wording of the planning notice & object to several statements. We would like the protection of current codes & setbacks. The verbiage about Beverly's purposed 8' fence being on the same property line is incorrect. Our temporary fence has been meticulously placed entirely on the lands of the Hamilton (footings included). If any new fence is to be constructed by the Rudolph'S, it NEEDS TO BE CONSTRUCTED ENTIRELY SEPARATE AND ENTIRELY ON THE RUDOLPH'S PROPERTY. PLEASE HELP!

Sincerely,
Frank & Teresa Hamilton
8306 Bodega Ave.
Sebastopol, CA
95472
hamco707@yahoo.com
(707) 953-2480

Sent from Samsung tablet.

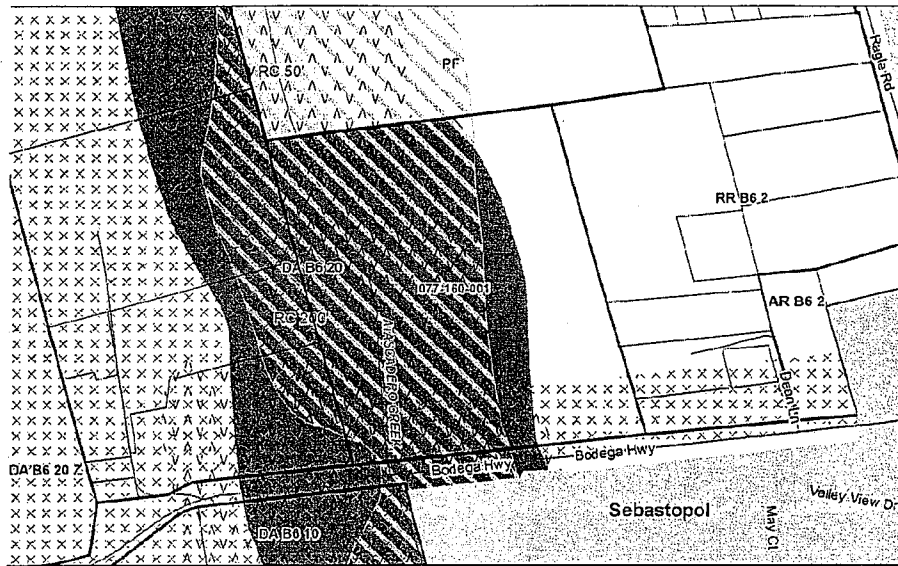
Vicinity Map



PRMD

Activity #UPE15-0062

Zoning and Combining Districts



Zoning and Combining Districts

City Limit	LG Local Guidelines	MR Mineral Resource	RC Riparian Corridor
AH Affordable Housing	SR Scenic Resource	G Geologic Hazard	50'
LU Policy	VOH Valley Oak Habitat	F1 Floodway	100'
HD Historic District	BH Biotic Habitat	F2 Floodplain	200'



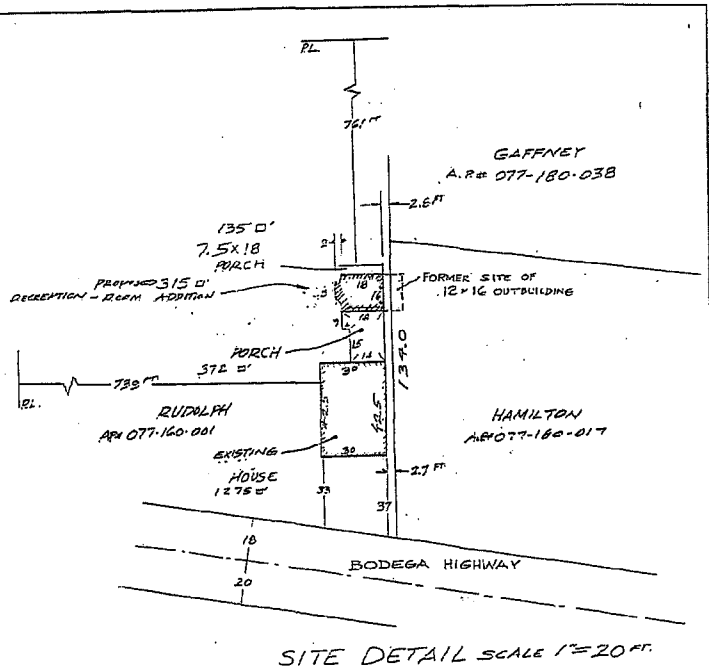
Activity #UPE15-0062

Site Plan Detail

Owner: Beverly B. Rudolph
 8398 Bodega Highway
 Sebastopol, CA 95465
 T P # 077-160-001

DATE CONSTRUCTION DRAFTING
 California State License 12819
 1505 Guinyew Road
 Windsor, CA 95492-9427

Karl Dale
 Office: (707) 395-0137
 Cellular: (707) 292-0090

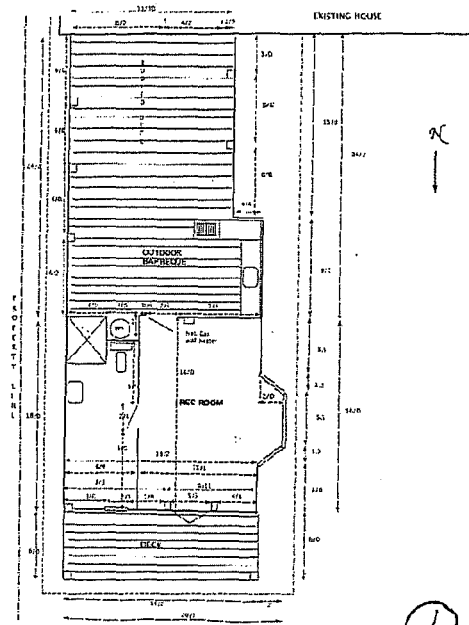


SITE DETAIL SCALE 1" = 20'



Activity #UPE15-0062

Floor Plan



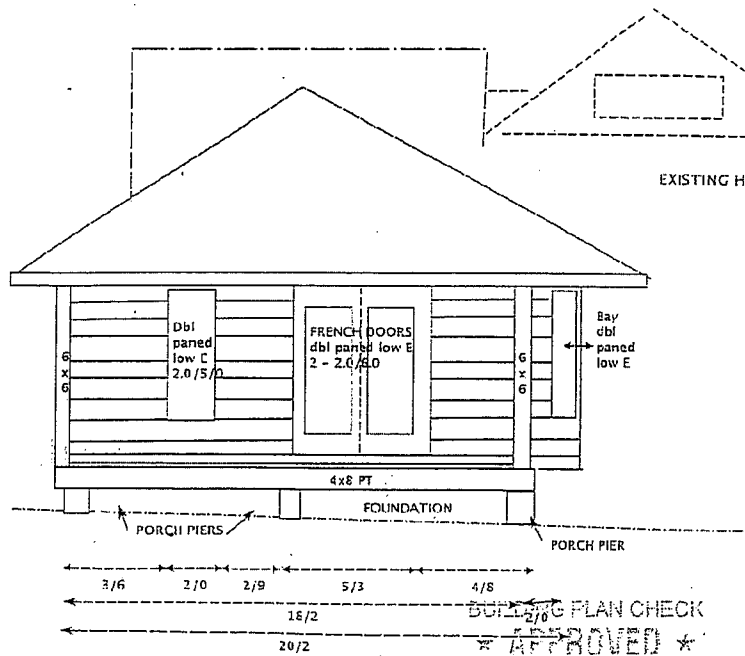
FLOOR PLAN
1/4" scale



Activity #UPE15-0062

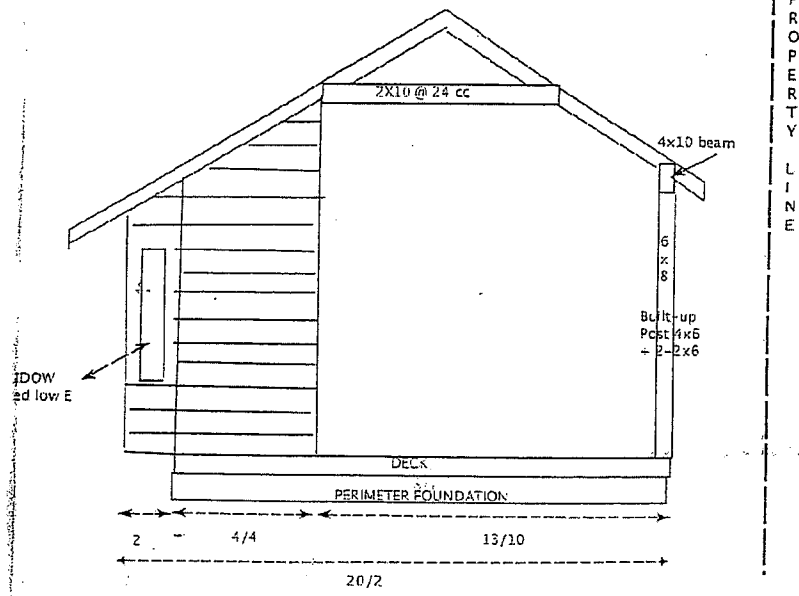
North Elevation

R O P E R T
L I N E



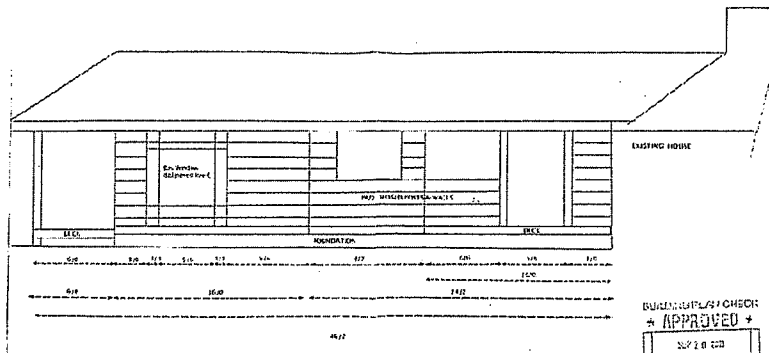
Activity #UPE15-0062

South Elevation



Activity #UPE15-0062

West Elevation



WEST ELEVATION
1/4" scale

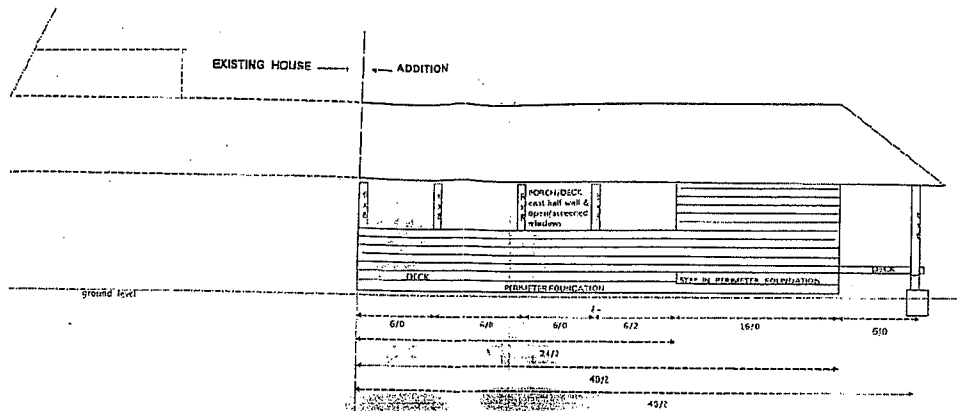
BUILDING PLAN CHECK
* APPROVED *
SEP 2 0 2010
PRMD'S RESOURCE
MANAGEMENT DEPARTMENT

3



Activity #UPE15-0062

East Elevation



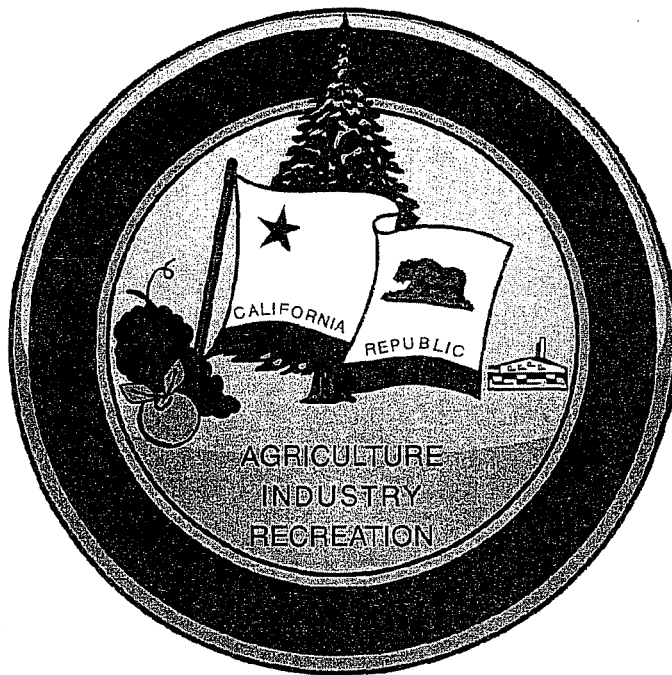
EAST ELEVATION

1/4" scale

BUILDING PLAN CHECK
★ APPROVED ★
SEP 23 2015
PERMIT AND RESOURCE
MANAGEMENT DEPARTMENT



Activity #UPE15-0062



Activity #UPE15-0062

Resolution Number

County of Sonoma
Santa Rosa, California

February 18 2016
UPE15-0062 Melinda Grosch

RESOLUTION OF THE BOARD OF ZONING ADJUSTMENTS,
COUNTY OF SONOMA, STATE OF CALIFORNIA, GRANTING A
USE PERMIT TO BEVERLY BEAVER RUDOLPH FOR A
BUILDING SETBACK REDUCTION FOR PROPERTY LOCATED
AT 8398 BODEGA HIGHWAY, SEBASTOPOL;
APN 077-160-001.

WHEREAS, the applicant, BEVERLY RUDOLPH, filed a Use Permit application with the Sonoma County Permit and Resource Management Department for a Use Permit to allow reduced setback along the easterly side of the property for the conversion of a shed to a 315 square foot recreation room attached to the existing residence by a covered deck and the installation of an eight foot high fence on a 16.42 acre parcel located at 8398 Bodega Highway, Sebastopol; APN 077-160-001; Zoned DA (Diverse Agriculture), B6-20 acre density, F2 (Floodplain Combining District), RC (Riparian Corridor) 200/50, SR (Scenic Resource), and VOH (Valley Oak Habitat; Supervisorial District No 5; and

WHEREAS, this project has been found to be categorically exempt from CEQA Guidelines; and

WHEREAS, in accordance with the provisions of law, the Board of Zoning Adjustments held a public hearing on February 18, 2016, at which time all interested persons were given an opportunity to be heard.

NOW, THEREFORE, BE IT RESOLVED that the Board of Zoning Adjustments makes the following findings:

1. The proposal is consistent with the Diverse Agriculture land use designation of the Sonoma County General Plan and the DA (Diverse Agriculture) zoning designation. Section 26-88-040(g) - General yard regulations and exceptions, of the Sonoma County Zoning Code provides for reduction in setbacks through the Use Permit process.
2. The establishment, maintenance or operation of the use for which application is made will not, under the circumstances of this particular case, be detrimental to the health, safety, peace, comfort and general welfare of persons residing or working in the neighborhood of such use, nor be detrimental or injurious to property and improvements in the neighborhood or the general welfare of the area. The particular circumstances in this case are: a) the location of the shed which will become a recreation room is an expansion of the historic setback encroachment started by the placement of the existing single family dwelling; b) neither the deck or the proposed recreation room are prominently visible from immediate properties to the east due to slope and vegetation on the Hamilton property which provides screening; c) a condition of approval requiring an eight foot high fence along the property line between the subject property and properties to the east will provide permanent screening of the subject dwelling, deck

area, and structure which is to be converted to the recreation room; and d) the structure will be required to comply with the current building and fire codes to ensure that adjacent properties are not put at risk should a fire start on the Rudolph property.

BE IT FURTHER RESOLVED that the Board of Zoning Adjustments hereby grants the requested Use Permit, subject to the Conditions of Approval in Exhibit "A", attached hereto.

BE IT FURTHER RESOLVED that the Board of Zoning Adjustments designates the Secretary as the custodian of the documents and other material which constitute the record of proceedings upon which the Board's decision herein is based. These documents may be found at the office of the Sonoma County Permit and Resource Management Department, 2550 Ventura Avenue, Santa Rosa, CA 95403.

BE IT FURTHER RESOLVED that the Board of Zoning Adjustments' action shall be final on the 11th day after the date of the Resolution unless an appeal is taken.

THE FOREGOING RESOLUTION was introduced by Commissioner _____, who moved its adoption, seconded by Commissioner _____, and adopted on roll call by the following vote:

Commissioner Cook
Commissioner Carr
Commissioner Doyle
Commissioner Lamberson
Commissioner Davis

Ayes: Noes: Absent: Abstain:

WHEREUPON, the Chair declared the above and foregoing Resolution duly adopted; and

SO ORDERED.

SONOMA COUNTY BOARD OF ZONING ADJUSTMENTS

Conditions of Approval Exhibit A

Staff:	Melinda Grosch	Date:	February 18, 2016
Applicant:	Beverly Rudolph	File No.:	UPE15-0062
Owner:	Beverly Beaver Rudolph	APN:	077-160-001
Address:	8398 Bodega Highway, Sebastopol		

Project Description: Request for a Use Permit to reduce the side yard setback from 10 feet to 2.7 feet along the eastern property boundary in the vicinity of the existing dwelling to allow for a 315 square foot recreation room and a 432 square foot deck addition to a single family residence on a 16.42 acre parcel. The applicant also proposes an eight foot high fence to provide screening for the neighboring property.

Prior to commencing the use, evidence must be submitted to the file that all of the following non-operational conditions have been met.

BUILDING:

"The conditions below have been satisfied BY _____ DATE _____

1. The applicant shall apply for and obtain building related permits from the Permit and Resource Management Department (PRMD). The necessary applications appear to be, but may not be limited to, site review, building permit, and grading permit.

FIRE AND EMERGENCY SERVICES:

"The conditions below have been satisfied BY _____ DATE _____

2. Development on this parcel is subject to the Sonoma County Fire Safe Standards and shall be reviewed and approved by the County Fire Marshal/Local Fire Protection District. Said plan shall include, but not be limited to: emergency vehicle access and turn-around at the building sites), addressing, water storage for fire fighting and fire break maintenance around all structures. Prior to occupancy, written approval that the required improvements have been installed shall be provided to PRMD from the County Fire Marshal/Local Fire Protection District.

PLANNING:

"The conditions below have been satisfied BY _____ DATE _____

3. This Use Permit allows for the reduction of the side yard setback from 10 feet to 2.7 feet for a new covered deck and shed attached to an existing dwelling that has a similar setback which was determined to be legal non-conforming due to its age. The shed is to be converted to a 315 square foot recreation room with a half bath consisting of a toilet and sink. This Use Permit also authorizes an 8 foot high fence along the property boundary to screen the view of the existing single family dwelling and the addition from properties to the east. The use shall be operated in accordance with the proposal statement and site plan located in File No. UPE15-0062 as modified by these conditions.
4. This Use Permit (UPE15-0062) shall supersede all prior Use Permits, upon implementation or when all the pre-operational conditions have been met and this Use Permit is vested.
5. This use shall be constructed, maintained, and operated in conformance with all applicable county, state, and federal statutes, ordinances, rules, and regulations. A violation of any

applicable statute, ordinance, rule or regulation shall be a violation of the Use Permit, subject to revocation or modification.

6. Prior to building permit issuance or prior to exercising this approval, whichever comes first, the property owners shall execute and record a Right-to-Farm declaration on a form provided by PRMD.
7. The applicant shall obtain permits and complete removal of the illegal dwelling within 6 months of the date of this Use Permit approval.
8. The applicant shall pay all applicable development fees prior to issuance of building permits.
9. The applicant shall apply for permits and complete construction of an eight-foot high privacy fence on top of a retaining wall to be constructed for the entire length of the Hamilton's property line (APN 077-180-017) within 6 months of approval of the Use Permit. The fence shall be located entirely on the Rudolph property.
10. The applicant shall apply for the Building Permit to legalize the shed/recreation room within 60 days of this Use Permit approval. The Building Permit shall not be issued until the illegal unit is removed. The applicant shall commence construction and complete the shed/recreation room and deck roofing and the exterior fence /retaining wall within 24 months of issuance of the Building Permit.
11. All building and/or grading permits shall have the following note printed on plan sheets:

"In the event that archaeological resources such as pottery, arrowheads, midden or culturally modified soil deposits are discovered at any time during grading, scraping or excavation within the property, all work shall be halted in the vicinity of the find and County PRMD - Project Review staff shall be notified and a qualified archaeologist shall be contacted immediately to make an evaluation of the find and report to PRMD. PRMD staff may consult and/or notify the appropriate tribal representative from tribes known to PRMD to have interests in the area. Artifacts associated with prehistoric sites include humanly modified stone, shell, bone or other cultural materials such as charcoal, ash and burned rock indicative of food procurement or processing activities. Prehistoric domestic resources include hearths, firepits, or house floor depressions whereas typical mortuary resources are represented by human skeletal remains. Historic artifacts potentially include all by-products of human land use greater than fifty (50) years of age including trash pits older than fifty (50) years of age. When contacted, a member of PRMD Project Review staff and the archaeologist shall visit the site to determine the extent of the resources and to develop and coordinate proper protection/mitigation measures required for the discovery. PRMD may refer the mitigation/protection plan to designated tribal representatives for review and comment. No work shall commence until a protection/mitigation plan is reviewed and approved by PRMD - Project Review staff. Mitigations may include avoidance, removal, preservation and/or recordation in accordance with California law. Archeological evaluation and mitigation shall be at the applicant's sole expense.

"If human remains are encountered, all work must stop in the immediate vicinity of the discovered remains and PRMD staff, County Coroner and a qualified archaeologist must be notified immediately so that an evaluation can be performed. If the remains are deemed to be Native American, the Native American Heritage Commission must be contacted by the Coroner so that a "Most Likely Descendant" can be designated and the appropriate provisions of the California Government Code and California Public Resources Code will be followed."

Building/grading permits shall not be approved for issuance by Project Review staff until the above notes are printed on the building, grading and improvement plans.

12. Landscaping, if any, shall comply with the Sonoma County Water Efficient Landscaping ordinance <http://www.sonoma-county.org/prmd/docs/handouts/pjr-091.pdf>.

13. Any proposed modification, alteration, and/or expansion of the use authorized by this Use Permit shall require the prior review and approval of PRMD or the Board of Zoning Adjustments, as appropriate. Such changes may require a new or modified Use Permit and additional environmental review.
14. The Director of PRMD is hereby authorized to modify these conditions for minor adjustments to respond to unforeseen field constraints provided that the goals of these conditions can be safely achieved in some other manner. The applicant must submit a written request to PRMD demonstrating that the conditions is infeasible due to specific constraints (e.g. lack of property rights) and shall include a proposed alternative measure or option to meet the goal or purpose of the condition. PRMD shall consult with affected departments and agencies and may require an application for modification of the approved permit. Changes to conditions that may be authorized by PRMD are limited to those items that are not adopted standards or were not adopted as mitigation measures or that were not at issue during the public hearing process. Any modification of the permit conditions shall be documented with an approval letter from PRMD, and shall not affect the original permit approval date or the term for expiration of the permit.

The owner/operator and all successors in interest, shall comply with all applicable provisions of the Sonoma County Code and all other applicable local, state and federal regulations.

15. This permit shall be subject to revocation or modification by the Board of Zoning Adjustments if:
(a) the Board finds that there has been noncompliance with any of the conditions or (b) the Board finds that the use for which this permit is hereby granted constitutes a nuisance. Any such revocation shall be preceded by a public hearing noticed and heard pursuant to Section 26-92-120 and 26-92-140 of the Sonoma County Code.

In any case where a Use Permit has not been used within two (2) years after the date of the granting thereof, or for such additional period as may be specified in the permit, such permit shall become automatically void and of no further effect. No further extensions of time shall be granted and if the use is not completed, PRMD shall pursue abatement to remove the shed and illegal dwelling.

**SONOMA COUNTY
BUILDING INSPECTION**

575 ADMINISTRATION DRIVE
SANTA ROBA, CA 95403-2883
TELEPHONE (707) 527-2221

OWNER: NAME Beverly Beaver Rudolph
MAILING ADDRESS PO Box 2516 TEL. NO. 829 8831
CITY Sebastopol CA 95472 ZIP CODE 95472

PROJECT: ADDRESS 8498 Bolaga Ave
CITY Sebastopol CA 95472
SUBDIVISION NAME _____ UNIT NO. _____ LOT _____ BLOCK _____
ASSESSOR'S PARCEL NO. 017-160-01-8
NEAREST CROSS STREET Rangle Rd

CONTRACTOR: NAME _____
ADDRESS _____ TEL. NO. _____
CITY _____ ZIP CODE _____
STATE LIC. NO. _____ LIC. CLASS _____

DESIGNER: NAME _____
ADDRESS _____ TEL. NO. _____
CITY _____ ZIP CODE _____

CERTAIN AREAS WITHIN SONOMA COUNTY MAY BE GEOLOGICALLY HAZARDOUS. YOU ARE INVITED TO REVIEW ANY GEOLOGIC DATA THAT THE DEPT. HAS AVAILABLE TO AID YOU IN MAKING A DETERMINATION AS TO THE SUITABILITY OF A PROPOSED BUILDING SITE.

CONDITION OF SOIL AT JOB SITE
 ORIGINAL ENGINEERED FILL LOOSE FILL

SITE REVIEW _____
BY: _____ DATE: _____

REQUIRED REPORTS:
 GEOLOGY SOILS COMPACTION
FLOOD ZONE YES NO 100 YR. FLOOD ELEV. _____

SEWER CONNECTION: _____ SANITATION ENGINEER _____
APPROVED BY: _____ DATE: _____

SEPTIC TANK INSTALLATION: _____ HEALTH DEPARTMENT
PERMIT NUMBER _____ OR CLEARANCE _____
DATE REC'D _____ DATE ISSUED _____

LICENSED CONTRACTORS DECLARATION: I hereby affirm that I am licensed under provisions of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code, and my license is in full force and effect.

Contractor's Signature _____

OWNER-BUILDER DECLARATION: I hereby affirm that I am exempt from the Contractor's License Law for the following reason (Sec. 7031.5, Business and Professions Code. Any city or county which requires a permit to construct, alter, improve, demolish, or repair any structure, prior to its issuance, also requires the applicant for such permit to file a signed statement that he is licensed pursuant to the provisions of the Contractor's License Law (Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code) or that he is exempt therefrom and the basis for the alleged exemption. Any violation of Section 7031.5 by any applicant for a permit subjects the applicant to a civil penalty of not more than five hundred dollars (\$500)).

I, as owner of the property, or my employees with wages as their sole compensation, will do the work, and the structure is not intended or offered for sale (Sec. 7044, Business and Professions Code. The Contractor's License Law does not apply to an owner of property who builds or improves thereon, and who does such work himself or through his own employees, provided that such improvements are not intended or offered for sale. If, however, the building or improvement is sold within one year of completion, the owner-builder will have the burden of proving that he did not build or improve for the purpose of sale).

I, as owner of the property, am exclusively contracting with licensed contractors to construct the project (Sec. 7044, Business and Professions Code. The Contractor's License Law does not apply to an owner of property who builds or improves thereon, and contracts for such projects with a contractor(s) licensed pursuant to the Contractor's License Law).

I am exempt under Section _____ B & P for this reason: _____

Owner's Signature Beverly Beaver Rudolph

WORKER'S COMPENSATION DECLARATION: I hereby affirm that I have a certificate of consent to self-insure, or a certificate of Workers' Compensation Insurance, or a certified copy thereof filed with the Building Inspection Department (Sec. 3900, Lab. C.).

Policy No. 2213491-91 Insurance SCIF
Applicable to Beverly Beaver Rudolph Expiration Date 8/21/92

CERTIFICATE OF EXEMPTION FROM WORKER'S COMPENSATION INSURANCE: I certify that in the performance of the work for which this permit is issued, I shall not employ any person in any manner so as to become subject to the Workers' Compensation Laws of California.

Owner's or Contractor's Signature _____

CONSTRUCTION LENDING AGENCY: I hereby affirm that there is a construction lending agency for the performance of the work for which this permit is issued (Sec. 3997, Civ. C.).

Lender's Name _____
Lender's Address _____

THIS PERMIT SHALL EXPIRE BY LIMITATION IF WORK AUTHORIZED IS NOT COMMENCED WITHIN 180 DAYS, AND IS SUBJECT TO EXPIRATION IF WORK THEREUNDER IS SUSPENDED FOR 180 DAYS.

APPLICANT: NAME Beverly Beaver Rudolph
ADDRESS PO Box 2516 Sebastopol, CA 95472
CITY Sebastopol ZIP CODE 95472

I certify that I have read this application and state that the above information is correct, and that I am the owner or the duly authorized agent of the owner. I agree to comply with all County and State laws relating to building construction. I hereby authorize representatives of the County of Sonoma to enter upon the above-mentioned property for inspection purposes. (Notar making the Certificate of Exemption from the Workers' Compensation provisions of the Labor Code. I should become subject to such provisions if well kept company. In the event I do not comply with the Workers' Compensation law, this permit shall be deemed revoked.)

SIGNATURE Beverly Beaver Rudolph DATE 2/20/92

CONTRACTOR OWNER AGENT FOR CONTRACTOR AGENT FOR OWNER

DESCRIBE WORK PROPOSED
Relocate historical structure
see mkm

NEW	ADDITION	ALTERATION	REPAIR	WORKING	OCC. CHG.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FLOOR AREA		SIZE IN SQUARE FEET	RATE PER SQUARE FOOT	VALUE	
GARAGE CARPORT					
DECK AWNING					
				est cost	
			TOTAL	1200	
FEES - Per Chapter 7, et seq. Sonoma County Code					
<input checked="" type="checkbox"/> BUILDING			32	00	
<input type="checkbox"/> PLAN CHECK					
<input type="checkbox"/> PLUMBING					
<input type="checkbox"/> ELECTRICAL					
<input type="checkbox"/> MECHANICAL					
<input type="checkbox"/> GRADING					
<input type="checkbox"/> SITE/SURVEY					
<input checked="" type="checkbox"/> PLANNING			13	-	
<input type="checkbox"/> FIRE					
<input checked="" type="checkbox"/> SEISMIC			60	-	
<input type="checkbox"/> LATE FEES			15	00	
			TOTAL \$	117.50 60.50	
<input type="checkbox"/> PLANS APPROVED		<input checked="" type="checkbox"/> NO PLANS, SUBJECT TO FIELD INSPECTION			

PLANNING DEPARTMENT

ZONING JA 15-30a Min FILE NO. _____ ACRES 16
EXISTING USE I-SFD
PROPOSED USE to be made Home (Quilting)
YARDS FRONT 100 ft LEFT SIDE 100 ft RIGHT SIDE 100 ft REAR 60 ft

PLANNING APPROVALS

FOR PERMIT ISSUANCE BY: _____ DATE _____
FOR OCCUPANCY BY: D. Cahill DATE 2/28/92

REMARKS
re-located boundary subject to restrict per attached letter

SOUND MITIGATION: REQUIRED EXEMPT
DEVELOPMENT FEES: REQUIRED EXEMPT

APPROVED BY: D. Cahill DATE: 2/20/92

DATE RECEIVED 3-4-92 REC'D BY: _____ PREVIOUS PERMIT NO. _____ DATE CLEARED FOR REUSE 2/28/92 BY: _____

TYPE OF CONSTRUCTION _____ OCCUPANCY _____
NO. OF STORES _____

CERTIFICATE OF OCC. _____

FINAL DATE _____

INSPECTOR _____

DATE RECEIVED	REC'D BY	PREVIOUS PERMIT NO.	DATE CLEARED FOR REUSE	BY
3-4-92			2/28/92	
MACHINE SPACE FOR PERMIT FEE				
017893	03-05-92	001		
PERMIT		0111745		
BLDG.		\$32.00		
PLANING		\$13.00		
EQ PGM		\$0.50		
BLDG.		\$15.00		
***TTL		\$60.50		
CHECK		\$60.50		
CHNG		\$0.00		

ATTACHMENT D

575 ADMINISTRATION DRIVE
 SANTA ROBA, CA 95403-2883
 TELEPHONE (707) 527-2221
 NEAREST CROSS STREET
 MAP REFERENCE
 PERMIT NUMBER
 INSPECTION AREA

575 ADMINISTRATION DRIVE
 SANTA ROBA, CA 95403-2883
 TELEPHONE (707) 527-2221
 NEAREST CROSS STREET
 MAP REFERENCE
 PERMIT NUMBER
 INSPECTION AREA

SONOMA COUNTY



DEPARTMENT OF PLANNING

575 Administration Dr., Room 105A ■ Santa Rosa, California 95403 ■ (707) 527-1900

Kenneth L. Milam, AICP
Planning Director

James P. Olmsted, Jr.
Assistant Planning Director

August 1, 1991

Beverly Beaver Rudolph
P. O. Box 2516
Sebastopol, CA 95473

Dear Ms. Rudolph:

You have asked us whether the relocation of a house onto your property is consistent with the DA (Diversified Agriculture) zoning district. We have determined that it is consistent with zoning as long as it is used as an auxiliary building that is not hooked-up to any services, as long as it is not used as a residence, and as long as the setback requirements are met.

Please contact me with any questions or concerns you may have regarding this matter.

Sincerely,

A handwritten signature in cursive script that reads "Richard Lehtinen".

RICHARD LEHTINEN
Chief, Current Planning South

RL:jb



BUILDING INSPECTION DEPARTMENT
COUNTY OF SONOMA

575 ADMINISTRATION DR., ROOM 114 A
SANTA ROSA, CALIFORNIA 95403
TELEPHONE 527-2221

THEODORE J. MORRISON
DIRECTOR OF BUILDING
INSPECTION SERVICES

CHIEF BUILDING INSPECTOR
E. TED THORHAUG
SENIOR CIVIL ENGINEER

December 17, 1991

Beverly Beaver Ruldolph
P.O. Box 2516
Sebastopol, CA 95473

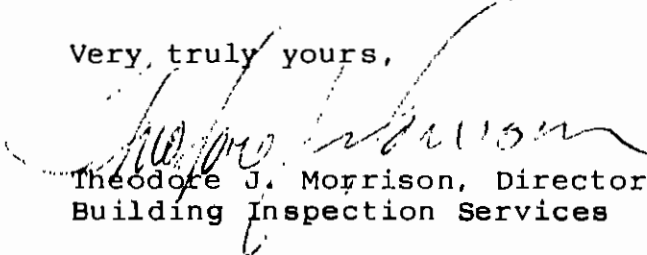
Dear Beverly:

You have asked what permits will be required from this department to temporarily relocate a historic structure to preserve it from demolition. In this regard you have submitted a plan for temporary support of the structure at its proposed location. These plans were prepared by MKM and Associates.

The buildings support system, as shown, on the MKM drawings will require a permit from this department. The valuation of this support system, not including the building, will determine the permit fees. This permit will be issued upon completion of a permit application form and payment of the appropriate permit fee. Prior to issuance, Planning approval will be necessary along with a plot plan showing the buildings temporary location. The permit will be issued based on MKM's drawings without the need for a plan review. As we have previously discussed, this permit will be for temporary "parking" of this building and the structure is not to be used or occupied without a more extensive foundation system designed to resist current building code vertical and lateral loads.

I trust these comments further assist you in saving this building.

Very, truly yours,


Theodore J. Morrison, Director
Building Inspection Services

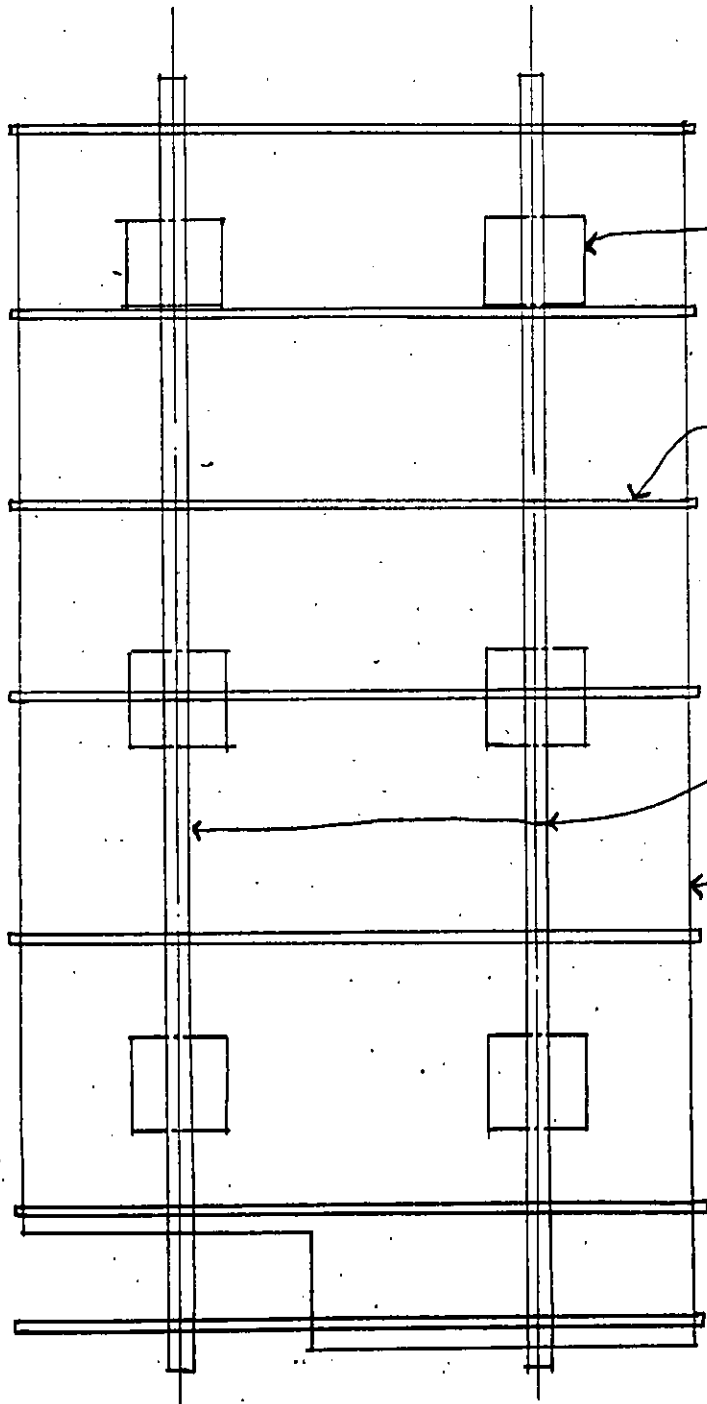
TJM:gb

cc: Jeff Kennedy
Gus Erbes
Eric Mays
Ted Thorhaug

MKM & ASSOCIATES

CIVIL & STRUCTURAL ENGINEERS (707) 578-8185
 441 COLLEGE AVE. • SANTA ROSA, CA 95401 FAX (707) 578-7153

JK	LATERAL STABILIZATION OF RELOCATED STRUCTURE (TEMPORARY SUPPORT FOR UNOCCUPIED RESIDENCE)	910521
2/27/92	Sebastopol, CA	1 OF 5



timber cribs (6 locations)
 by relocation contractor
 size & spacing as
 determined by contractor
 see (Sk.1)

steel cross-
 members by
 relocation contractor.
 Size & spacing as
 determined by
 contractor.

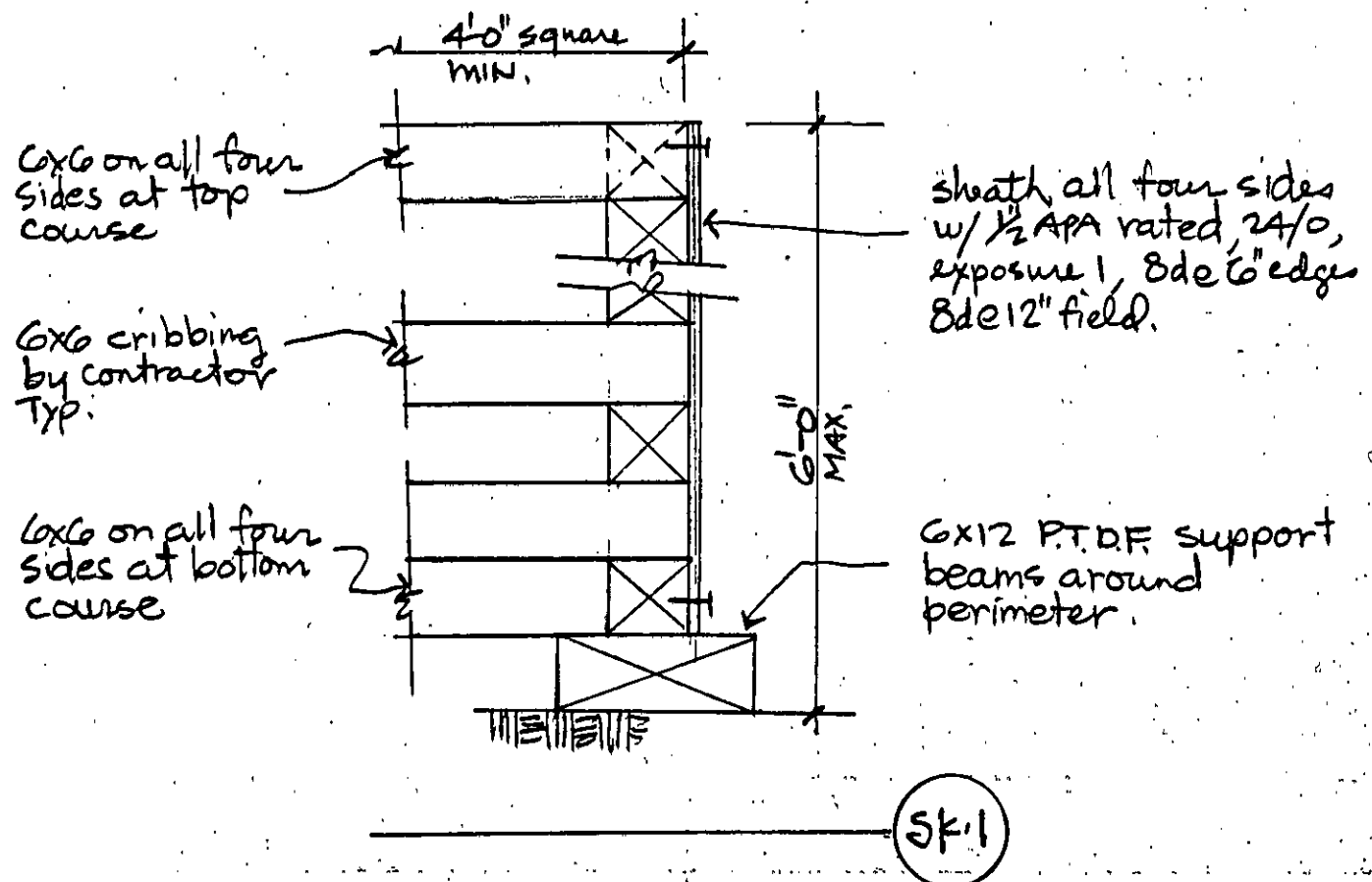
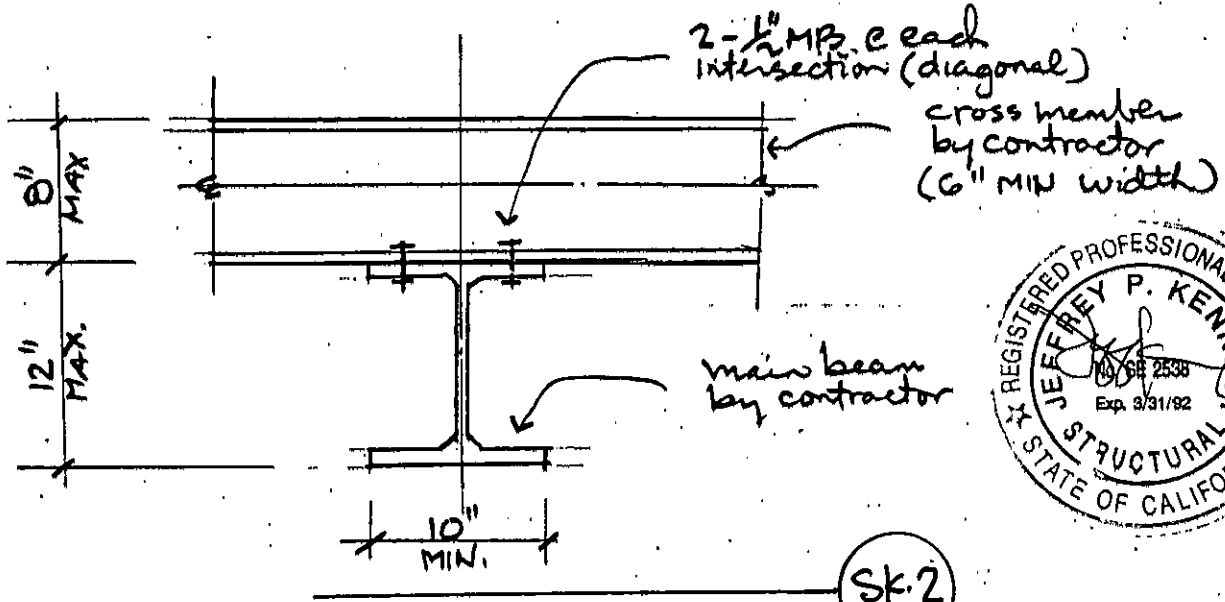
main steel beams
 by relocation
 contractor. Size &
 spacing as determined
 by contractor.

approximate
 outline of supported
 structure

cross beam to
 main beam
 connection, see (Sk.2)
 Typical at all
 intersections.

RELOCATION SUPPORT DIAGRAM
 No scale.

OK		910521
2/27/92		2 OF



JK		910521
12/27/92		2a OF 5

General Structural Notes

1. Support system is intended for use as a temporary condition only and permanent foundation support should be obtained as soon as practical.
2. Temporary support site should be cleared of debris and growth, level and well drained. Supporting soil should be stable, undisturbed natural grade or engineered fill. Site should be maintained in above condition while being used for temporary support.
3. The Contractor shall notify the designer of any discrepancies on drawings requiring clarification or revisions before commencing with the work.
4. Other than the lateral stability of the structure after it is set in its new temporary location, the structural design or review of method of moving, temporary shoring, reinforcing, bracing, formwork, scaffolding, erection methods, etc. required for proper moving and relocation of the project shall be the responsibility of the contractor.

OK		910521
2/21/92		3 OF

check wind load on structure
 ↙ non-habited space

$$F_w = 17.6 (.75) [2(15) + 6(.11)] + 15.6(.75) 14(38.5) = 7574\#$$

side to side

$$F_w = 17.6(.75) 16(3) + 15.6(.75) [0(28) + 2(12)] = 4190\#$$

front to back

check earthquake load on structure.

$$F_p = .186 \left[\begin{array}{l} \text{roof} \\ 10 \text{ psf} \end{array} + \begin{array}{l} \text{floor} \\ 10 \text{ psf} \end{array} \right] 6.5(28) + 26(28) + \begin{array}{l} \text{wall} \\ 8 \text{ psf} \end{array} (8) [28(4) + 38(4)] = 6525\#$$

JK		910521
2/27/92		4 OF

check timber cribs as shear panels.

$$F_{max} = \frac{7574}{6} = 1262 \#$$

$$V = \frac{1262}{4} = 316 \text{ plf.}$$

$\frac{3}{8}$ " APA each side
 8d x 6"

check overturning.

$$W = \frac{35.1}{6} = 5.9 \text{ k}$$

$$M_R = 5.9(2) = 11.8 \text{ k-ft.}$$

$$M_{OT} = 1.3(6) = 7.8 \text{ k-ft.}$$

$$F.S. = \frac{11.8}{7.8} = 1.51$$

check sliding (shear) @ joint to joint connections.

$$\mu_{min} = \frac{1.3}{5.9} = .22$$

actual coefficient of friction $> .22$

for wood to wood and wood to steel intersections.

add bolts @ steel to steel connections.

JK		910521
2/27/92		5 OF 5

• check stability of steel beams.

① main beam $H = 12''$ $W = 10''$

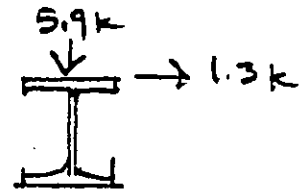
$$F = 1.3 \text{ k}$$

$$W = 5.9 \text{ k}$$

$$M_{OT} = 1.3(12) = 15.6 \text{ k}$$

$$M_R = 5.9(5) = 29.5 \text{ k}$$

$$F.S. = \frac{29.5}{15.6} = 1.9 > 1.5$$



② cross beams $H = 8''$ $W = 6''$

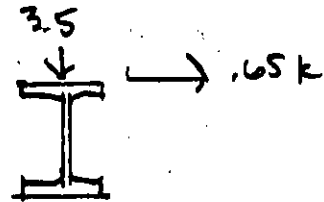
$$F = \frac{6525}{5(2)} = .65 \text{ k}$$

$$W = \frac{35.1}{5(2)} = 3.5 \text{ k}$$

$$M_{OT} = .65(8) = 5.2$$

$$M_R = 3.5(3) = 10.5$$

$$F.S. = \frac{10.5}{5.2} = 2.0 > 1.5$$



PERMIT HISTORY APN 077-160-001: 1988 to Present					
Number	Date	Status	Type	Description	Notes
B-089483	11/18/1988	FINALED	OLD-BLDG	SURVEY	
B-090162	12/29/1988	EXPIRED	OLD-BLDG	REPAIR FOUNDATION	
B-094310	07/14/1989	FINALED	OLD-BLDG	RENEW B-090162	
B-097464	12/06/1989	FINALED	OLD-BLDG	GAS LINE	
B-099630	04/06/1990	CANCELED	OLD-BLDG	SITE REVIEW	
PX-021363	04/13/1990	EXPIRED	OLD-BLDG	BARN ADDITION	
B-103960	10/22/1990	FINALED	OLD-BLDG	SITE REVIEW	
B-103961	10/22/1990	EXPIRED	OLD-BLDG	ELECTRIC METER PIPING	
D-010690	11/05/1990	FINALED	OLD-BLDG	STORAGE BUILDING	
B-039143	01/21/1991	FILECLSD	VIO-BLDG	VIO-CONSTRUCTION WITHOUT PERMITS- DETACHED BARN/STORAGE/WORKSHOP. PERMIT B- 128543 PULLED 2/17/95	PERMIT B-128543 FINALED 11-5-96 CLOSES FILE. COMPLETED NOTAP TO REMOVE CC&R.
B-106727	05/03/1991	EXPIRED	OLD-BLDG	BARN STORAGE WORKSHOP	
5039	03/02/1992	FILECLSD	VIO-PLAN	UNPERMITTED FILL	PROPERTY ALSO UNDER THE NAME KEN WHELAN. NO VIOLATION.
G-039233	03/04/1992	FILECLSD	VIO-GRDG	GRADING W/O PERMIT	
B-111745	03/05/1992	EXPIRED	OLD-BLDG	TEMPORARY RELOCATION OF HOUSE	

PERMIT HISTORY APN 077-160-001: 1988 to Present					
Number	Date	Status	Type	Description	Notes
B-039233	03/12/1992	FINALED	OLD-BLDG	FILL W/O-EXEMPT	
PX-027122	10/15/1992	FINALED	OLD-BLDG	BARN ADDITION AND REMODEL	
B-116087	11/02/1992	EXPIRED	OLD-BLDG	RENEW B-106727	
B-116691	12/04/1992	EXPIRED	OLD-BLDG	RENEW B-103961	
B-128543	02/17/1995	FINALED	OLD-BLDG	RENEW B-116087	
B-132383	09/22/1995	EXPIRED	A-BLD	RELOCATE BARN BUILT UNDER B-128543	
SEV95-1271	09/22/1995	FINALED	SITE-BLD	BUILDING SITE EVALUATION	
B-133588	11/17/1995	FINALED	A-BLD	PLUMBING FOR BATHROOM IN WORKSHOP	
B-137988	07/25/1996	FINALED	A-BLD	ELECTRICAL HOOK-UP AFTER BUILDING RELOCATION	
B-138383	08/21/1996	EXPIRED	B-BLD	FRONT PORCH ADDITION TO ACCESSORY BUILDING	APPLICATION PACKAGE RETURNED TO CUSTOMERS 4/13/99
VBU97-0546	05/23/1997	FILECLSD	VIO-BLDG	10X14 DETACHED STRUCTURE USED AS BEDROOM	PERMIT B-143729 CLOSES FILE
B-143729	07/30/1997	FINALED	A-BLD	ELEC TO EXISTING STORAGE BLDG TO CLEAR VBU97-0546	
B-145416	11/04/1997	EXPIRED	A-BLD	SAFETY REPAIRS TO ELEC/INSTALL SUBPANEL	
VBU98-0052	01/21/1998	FILECLSD	VIO-BLDG	NEW WORK ON RELOCATED HOUSE ON BLOCKS IN FIELD/ELECT PERMIT	PERMIT ON FILE FOR ELECTRICAL WORK
VBU99-0048	01/15/1999	FILECLSD	VIO-BLDG	CONVERSION OF BARN INTO A SUBSTANDARD RENTAL	

PERMIT HISTORY APN 077-160-001: 1988 to Present					
Number	Date	Status	Type	Description	Notes
VWS99-0041	02/02/1999	FILECLSD	VIO-WSEP	TOILETS BACKING UP IN STUDIO APARTMENT IN BARN	
VPL99-0047	02/05/1999	FILECLSD	VIO-PLAN	ILLEGAL DWELLING UNIT;LARGE BARN CONVERTED	
B-152481	02/17/1999	PC EXPIRED	Type:	ADD TO DETACHED ROOM/REMODEL	
SEP99-0187	02/19/1999	ARCHIVED	B-SEP	REMODEL EXSTING REC ROOM, ADD BATH ISSUED AND ROUTED TO FILEROOM FILE 2/23/99	
VPL99-0127	03/31/1999	FILECLSD	VIO-PLAN	USE OF DETACHED BEDROOM AT 4TH DWELLING UNIT	
B-153470	04/16/1999	FINALED	A-BLD	LEGALIZE STAIRWAY COMPLIANCE TO CURRENT CODES	
VBU00-0369	05/30/2000	FILECLSD	VIO-BLDG	RE-ROOF WITHOUT PERMIT	
VPL00-0193	05/30/2000	FILECLSD	VIO-PLAN	BARN RECONVERTED TO 4TH DWELLING UNIT	
BLD00-3843	08/23/2000	EXPIRED	A-BLD	EXCHANGE OF GAS APPLICANCE NO CHANGE TO GAS LINE	NO APPROVAL, SEE CORRECTION NOTICE
BLD01-5618	11/09/2001	VOID	B-BLD	NEW COVERED PORCH	
BLD01-5791	11/21/2001	EXPIRED	B-BLD	PORCH ADDITION TO EXISTING OFFICE/WORKSHOP	
BLD02-4925	09/27/2002	EXPIRED	B-BLD	PERIMETER FOUNDATION UNDER EXISTING REC ROOM AND UPPER DECK. RELOCATE REC ROOM 3 FT. WEST, 4.44 % IMPROVEMENT. REVISION ADDED NEW ROOF TO ATTCHED TO SFD 12/30/05	RESUBMITTAL 11/18/2005. EXPIRED 03/31/2006
VWS02-0265	10/17/2002	FILECLSD	VIO-WSEP	PUMPING SEWAGE INTO ATASCADERO CREEK WHEN LEACH LINES DON'T WORK.	
BLD03-6396	11/07/2003	EXPIRED	A-BLD	UTILITY POLE MOUNT POWER SUPPLY BROADBAND SYSTEM	

PERMIT HISTORY APN 077-160-001: 1988 to Present					
Number	Date	Status	Type	Description	Notes
TEM04-0225	10/14/2004	ISSUED	A-TEM	TEMPORARY POWER POLE FOR FUTURE POLE BARN AND TRENCHING FROM EXISTING POLE TO TEMP POLE	
BLD04-6689	11/16/2004	FINALED	A-BLD	NEW UNDERGROUND ELEC TO TEMP POWER POLE FOR FUTURE POLE BARN	
VBU04-0880	12/23/2004	FILECLSD	VIO-BLDG	ADDITION TO STRUCTURE OVER THE PROPERTY LINE AND SEPTIC WITHOUT PERMITS	
VWS04-0221	12/23/2004	FILECLSD	VIO-WSEP	ADDITION TO STRUCTURE OVER THE PROPERTY LINE AND SEPTIC WITHOUT PERMITS	
WEL05-0250	05/31/2005	FINALED	B-WEL	NEW CLASS 1 WELL	
BLD05-3298	06/23/2005	FINALED	A-BLD	RENEW BLD01-5618 - PORCH ADDN - 20% INSP	
BLD05-4759	08/25/2005	FINALED	A-BLD	COMPLETE WORK STARTED ON BLD01-5791 PORCH ADDITION 65% INSP	
BLD06-1590	03/31/2006	EXPIRED	A-BLD	TO COMPLETE WORK STARTED UNDER BLD02-4925 PERIMETER FOUNDATION UNDER EXISTING REC ROOM AND UPPER DECK. RELOCATE REC ROOM 3 FT. WEST, 4.44 % IMPROVEMENT. REVISION ADDED NEW ROOF TO ATTCHED TO SFD 12/30/05 ((3.72% IMPROVEMENT ON REVISION TOTAL 8.16%)) C2 (45%) 22% PERCENTAGE REMODEL CALC SHEET PROVIDED FOR RECHECK; PLANCHECK TO VERIFY CALCS	EAST PROPERTY LINE BUILDING SETBACK CLARIFICATION PER CJONES PLANNING AND CODE ENFORCEMENT TO REVIEW REVISIONS AND APPROVE PRIOR TO PLAN CHECK APPROVAL MUST UPGRADE SEPTIC SYSTEM - APPEARS TO BE 110% ADDITION THIS PERMIT WAS CLEARED WITH OUT FIRE APPROVAL IT WILL REQUIRE ONE HOUR CONSTRUCTION FOR PROPERTY OVER ONE ACRE 180 EXTENTION TO RESOLVE SETBACK ISSUE 3/13/2009 PERMIT TO EXPIRE LTR SENT 7/28/2009

PERMIT HISTORY APN 077-160-001: 1988 to Present					
Number	Date	Status	Type	Description	Notes
BLD06-3299	06/27/2006	EXPIRED	B-BLD	SFD CHANGE ROOF LINE ADD ATTIC VENTING & INSULATION, AND REROOF	HOLD PER CHUCK JONES-NO FURTHER INSPECTIONS UNTIL PLANS ARE APPROVED 9/12/06 10 DAY NOTICE TO COMPLY, HAND DELIVERED BY FRED LUSTENBERGER 9/19/06 STOP WORK NOTICE LEFT AT LOCKED GATE BY LARRY MACCHIA AND PHONE CALL BY CHUCK JONES. HOLD RELEASED FOR ONE INSPECTION PER CHUCK JONES FOR INVESTIGATION OF STORM RELATED WORK ONLY SEE W&S COMMENTS BY BECKY NG (MUST UPGRADE SEPTIC SYSTEM - APPEARS TO BE 110% ADDITION.) SEE BLD06-1590 PERMIT TO EXPIRE LTR SENT 4/21/2009
VCM06-0751	09/14/2006	CLOSED	VIO-CMPL	ADDITION TO SFD THAT OVERHANGS ON NEIGHBORING PROPERTY	BUILDING INSPECTOR VERIFIED VIOLATION
VCM08-0045	01/18/2008	CLOSED	VIO-CMPL	HAZARDOUS/SUBSTANDARD CONDITIONS; A 10' X 14' STRUCTURE IS BEING USED AS A LIVING UNIT, IT HAS NOT HEAT, NO INSULATION, NO INDOOR BATHROOM; A BARN WITH A PORCH HAS PORCH PLANKS MISSING; ANOTHER HOUSE ON THE PROPERTY IS ON BLOCKS AND THE ROOF IS CAVING IN; JUNKYARD CONDITIONS AND NON-OPERATIVE VEHICLES, SOME UNDER TARPS; 2-3 TRAILERS ON THE PROPERTY, MAY BE OCCUPIED.	
VPL08-0025	02/11/2008	FILECLSD	VIO-PLAN	NON-OPERATIVE VEHICLE STORAGE YARD	

PERMIT HISTORY APN 077-160-001: 1988 to Present					
Number	Date	Status	Type	Description	Notes
UPE09-0031	05/08/2009	EXPIRED	C-USE	MINOR USE PERMIT TO REDUCE SETBACKS IN THE DA (DIVERSE AGRICULTURE) ZONING DISTRICT TO REDUCE THE SIDE YARD SETBACK FROM 10 FT TO 2.7 FEET TO ALLOW FOR CONSTRUCTION OF AN ADDITION TO AN EXISTING SFD ON 16.42 ACRE PARCEL.	ORDINANCE 5929 APPROVED BY THE BOARD OF SUPERVISORS ALLOWS FOR AN AUTOMATIC TWO-YEAR EXTENSION OF THIS PERMIT. USE PERMIT NOW EXPIRES 9/10/2013
BLD09-4888	12/02/2009	PC EXPIRED	Type:	TO COMPLETE BLD06-1590 TO COMPLETE WORK STARTED UNDER BLD02-4925 PERIMETER FOUNDATION UNDER EXISTING REC ROOM AND UPPER DECK. RELOCATE REC ROOM 3 FT. WEST, 4.44 % IMPROVEMENT. REVISION ADDED NEW ROOF TO ATTCHED TO SFD 12/30/05 ((3.72% IMPROVEMENT ON REVISION TOTAL 8.16%)) C2 (45%)	EAST PROPERTY LINE BUILDING SETBACK CLARIFICATION PER CJONES PLANNING AND CODE ENFORCEMENT TO REVIEW REVISIONS AND APPROVE PRIOR TO PLAN CHECK APPROVAL. PMARQUEZ MUST UPGRADE SEPTIC SYSTEM - APPEARS TO BE 110% ADDITION. RNG THIS PERMIT WAS CLEARED WITH OUT FIRE APOVAL IT WILL REQUIRE ONE HOUR CONSTRUCTION FOR PROPERTY OVER ONE ACRE (SM)

PERMIT HISTORY APN 077-160-001: 1988 to Present					
Number	Date	Status	Type	Description	Notes
VCM11-0401	06/02/2011	CLOSED	VIO-CMPL	ILLEGAL UNITS, SLEEPING ROOM/DWELLING 7/13/11 SECOND COURTESY LETTER SENT 7/19/11 S/I W/CONSENT OF P/O BEVERLY RUDOLPH I INSPECTED A DETACHED BEDROOM PREVIOUSLY DETERMINED TO BE PRECODE AND ATTEMPTED ACCESS TO THE STRUCTURE LOCATED BEHINE THE 2 HOMES AND NEAR EASTERN PROPERTY LINE (LOCATED @38*23'53.34N, 122*50'46.14W). ACCORDING TO FLOORPLAN ON FIEL IN B-116087, THIS BUILDING SHOULD BE A WORKSHOP/HOBBY ROM BUT P/O WOULD NOT ALLOW ACCESS TO THE BLDG BECAUSE IT'S RENTED TO A TENANT WHO WAS NOT AVAILABLE. P/O SAID THE BLDG IS BEING USED AS A DWELLING. I HAVE SUFFICIENT SUSPICION TO OBTAIN AN INSPECTION WARRANT IF NEEDED, HOWEVER I ASKED THE P/O TO MEET W/TENANT AND CALL ME W/A DAY & TIME SO I CAN INSPECT THE UNIT. QREQ 30 DAYS. JMM	8/24/11 3RD COURTESY LTR SENT
BLD13-3965	08/27/2013	EXPIRED		COMPLETE BLD02-4925 / BLD06-1590 PERIMETER FOUNDATION UNDER EXISTING REC ROOM AND UPPER DECK. RELOCATE REC ROOM 3 FT. WEST, 4.44 % IMPROVEMENT. REVISION ADDED NEW ROOF TO ATTCHED TO SFD 12/30/05 ((3.72% IMPROVEMENT ON REVISION TOTAL 8.16%)) (45%)@ 65% RENEWAL	POSTING STOP WORK DUE TO EXPIRED USE PERMIT 07/21/2015 PLANNING AND CODE ENFORCEMENT TO REVIEW REVISIONS AND APPROVE PRIOR TO PLAN CHECK APPROVAL THIS PERMIT WAS CLEARED WITH OUT FIRE APOVAL IT WILL REQUIRE ONE HOUR CONSTRUCTION FOR PROPERTY OVER ONE ACRE
VCM14-0742	10/23/2014	CLOSED	VIO-CMPL	HORSE BOARDING NO PERMITS, HOUSE IN MIDDLE OF PASTURE ON HOIST. ANOTHER UNIT IN THE PASTURE TO THE RIGHT JUST PASS THE PADDOCKS.	

PERMIT HISTORY APN 077-160-001: 1988 to Present					
Number	Date	Status	Type	Description	Notes
VCM15-0515	07/13/2015	NO VIO	VIO-CMPL	BLDG AN ADDITION WITHOUT FOLLOWING USE PERMIT CONDITIONS	
VCM15-0567	07/23/2015	NO VIO	VIO-CMPL	ATTACHED SHED TO A 2ND D/U & CHANGED IT TO LIVING SPACE	WE RECIVED A COMPLAINT IN ERROR FOR THIS BUILDING . IT HAS AN ISSUED PERMIT AND A USE PERMIT , IT WAS REFFERED OVER TO BUILDING AND RE TAGGED. FOLLOW UP WILL BE DONE BY PLANNING AND BUILDING CLOSE FILE DWARD
UPE15-0062	07/27/2015	APPEALED	C-USE	USE PERMIT FOR REDUCED SETBACK AND EIGHT FOOT HIGH FENCE IN SETBACK. REQUEST FOR A USE PERMIT TO ALLOW REDUCED SETBACK ALONG THE EASTERLY SIDE OF THE PROPERTY AND THE INSTALLATION OF AN EIGHT FOOT HIGH FENCE ON A 16.42 ACRE PARCEL. THIS APPLICATION IS TO RENEW THE PREVIOUS USE PERMIT (UP09-0031) WHICH EXPIRED.	

Dear Sonoma County Board of Supervisors,

December 27, 2018

We are the Hamilton family and home owners of 8306 Bodega Ave, Sebastopol. Our property is located directly east of 8398 Bodega Ave. and has been in our family since 1962. We purchased 8306 Bodega Ave. from my father in 1998.

- 2002 PRMD approved an addition at 8398 with only 3 feet of setback to the 8306 property line. 10 feet of setback being the law for the zoning at the time. The property at 8398 has well over 700 feet to their opposite property line to their west to build on.
- I am a licensed contractor with over 35 years of experience as a builder in Sonoma County and realized there had been a mistake when Beverly Rudolph had a crew remove our west fence, construct a 6 foot redwood fence and 3 foot retaining wall, 8 feet and 3 feet respectively onto our 8306 property. We were forced to hire a surveyor and a lawyer to help get our land back.
- In 2004 when the survey work was done. We proposed making a property line adjustment of 5 feet and asked for market value of between \$4 and \$5 a square foot to be helpful. What we received in response was a letter from Beverly's attorneys stating things are "status quo for over a 100 years" and they intend on leaving things as is. Beverly Rudolph sued us for harassment in civil court. In civil court Beverly told the Judge "yes I took their property" "because they were not using it". The agreements of the mediation by the judge were not met by Beverly Rudolph in fact cost the Hamilton's another large sum of money due to the multipage documents Beverly sent to the judge appointed mediator. The mediator finally gave up and apologized.
- 8398 construction to date has been done through a series of miss-information and violation of fire code, building code as well as lack of zone enforcement. There is now a partially constructed 80 foot long by 16 feet tall fire hazard with a roof overhang less than 1 foot from the 8306 west property line. There is an elevation change due to the large quantity of soil removed by our neighbors work crew putting dry vegetation at their roof line due to the proximity. This is an unsafe situation created for no reason and should be immediately corrected by relocation of all construction to a 10 foot set-back per the requirements for defensible space. Coffee Park had only 5 feet for a set-back. Beverly is asking for 2.7 feet.
- UPE15-0062 hearing agreement was for the current construction to be screened by an 8' fence and to be constructed entirely on the 8398 land. The current 8398 structure would have to go through the fire and building approval process for a "zero clearance" lot line per [\(2001 CBC Table 5-A\)](#). Obviously the Hamilton preference would be to move this structure 10 feet back for the safety of the fire fighters and defensible space. Secondly 8306 now has a hazardous obstruction to the west decreasing our property value due to the 80 foot long by 16 feet tall walls and roof structure constructed without a permit as it was suspended in 2005 by (PRMD).

Sincerely,

Frank and Teresa Hamilton
8306 Bodega Ave.,
Sebastopol, CA. 95472

----- Original message -----

From: Rob Spaulding <Rob.Spaulding@sonoma-county.org>
Date: 10/27/2016 9:38 AM (GMT-08:00)
To: "'hamco707@yahoo.com'" <hamco707@yahoo.com>
Cc: Mark Franceschi <Mark.Franceschi@sonoma-county.org>
Subject: 8398 Bodega Ave

Frank,

In 2002, the adopted building code was the 2001 CBC. Table 5-A of that code lists the exterior wall fire rating requirements- Residential wood construction is required to be 1 hour rated where less than 3 feet from a property line while openings are not permitted less than 3 feet from a P.L. Let me know if I can be of further help,

Rob

Rob Spaulding, CBO, CASp

Building and Safety Division Manager

Sonoma County Permit & Resource Management Dept.

2550 Ventura Avenue Santa Rosa, CA 95403

(707) 565-3723 <http://prmd.sonoma-county.org>

Errors In the PRMD Staff Report on UPE 15-0062

By

Beverly Beaver Rudolph

Comments: *I first received this PRMD Staff Report on UPE 15-0062 at the Zoning Adjustments Board hearing on February 18, 2016 at 1:05 pm. There was little or no time to discover these errors nor bring forth my evidence to prove these were errors – the hearing was in progress.*

1. **Error in SUMMARY Subject:** "Request for a Use Permit for reduced side yard setback and an eight foot high fence."

Evidence of Error: No. See Planning application UPE15-0062 Project Description: "Reduce side yard setback from 10 ft to 2.7 ft, east property line."

The fence was actually requested by the Board of Zoning Adjustments – see Staff Report's Project Description
2. **Error in PROPOSAL** "The applicant also proposes an eight foot high fence to provide screening for the neighboring property."

Evidence of Error: No. See Planning application UPE15-0062 Project Description: "Reduce side yard setback from 10 ft to 2.7 ft, east property line."
3. **Error in ANALYSIS Background:** "At the time the permit was issued the new location of the shed was indicated as being 10 feet from the property line."

Evidence of Error: No setbacks were indicated on plans nor requested by PRMD during application process nor during the building inspection of the new foundation – see copies of the plot details on building plans for BLD02-4925, its revisions and BLD06-1590.

Note: PRMD approvals were given to these plans on 9/27/02, 7/11/03, 12/30/05 & 3/31/06 and perimeter foundation field inspection approved on 5/27/03 – no questions were brought up about the side yard setbacks.
4. **Valid Question in ANALYSIS Background:** "The Sonoma County Zoning Code offers numerous options for variations in setbacks related to ... but for a primary structure a reduction to less than 3 feet requires special approval..."

Evidence pertaining to question: see Phelps 2006 survey showing the original dwelling 2 ft. 7 in. from the eastern boundary. See Renewal of BLD06-1590 site plan indicating 2'7" setback was approved by Zoning and building 8/27/13 & 9/29/13 three years before Staff Report on 2/18/16.
5. **Error in ANALYSIS Site Characteristics:** "It has never been correctly located on this parcel since it was moved to the site without a building permit, it sits on blocks and is uninhabitable."

Evidence of Error: see Building permit B32383. Refer to Richard Lehtinen letter. [Part of a community effort to save an historic Victorian house from demolition.]
6. **Error in DISCUSSION OF ISSUES Issue #2 Zoning Consistency:** "A fence over eight feet in height has been erected by the Hamiltons along their western property (the eastern property of the subject). The fence provides significant screening of the house, deck and relocated shed structure. There is also a fair amount of vegetation around the Hamilton's house that screens it from view of the Rudolph house and presumably screens the Rudolph house from view from the Hamilton house."

Evidence of Error: The fence is actually ten feet high (see the photos) – the fence is a blight. And this "fair amount of vegetation" is a blackberry thicket at least 9 – 10+ feet tall and 15 – 25 feet thick along the entirety of the 130 foot Hamilton/Rudolph property line. [This thicket is a potential fire hazard to the Rudolph's property.]

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7. **Error in DISCUSSION OF ISSUES Issue #4: Neighborhood Compatibility: #2** “as per Hamilton ‘When the building was relocated to align with the existing dwelling the foundation was constructed closer than the 2.7 feet requested.’”

Evidence of Error: No. See photo of foundation built under BLD02-4925 matching exactly foundation of original dwelling. See Field Inspection Record for BLD02-4925. Building inspector approved foundation built on 5/27/03.

PRMD response in Staff Report “this is a valid concern ”Concern never was checked out by PRMD prior to the Zoning Board hearing.

8. **Error in ALTERNATIVES:** “... continued failure of the applicant to complete the project.”

Evidence of Error: Yes, there have been significant delays on this project between lack of coordinated timing of the Use Permit and the Building Permit, loss of job in 2008, delays caused by PRMD errors, Hamilton’s harassment (in 2006 Deputy Sheriff came out 3 times over harassment problems), timing delays of survey of the eastern property line, funding and punitive requirement to remove the unrelated structure on blocks (on Rudolph’s property) before issuing the Building and Use Permits.

9. **Error in FINDINGS FOR RECOMMENDED ACTION** “c) a condition of approval requiring an eight-foot high fence along the property line between the subject property and properties to the east will provide permanent screening of the subject structure, deck area, and structure which is to be converted to the recreation room.

Evidence of Error: “an eight foot high fence ... will provide permanent screening ...” is erroneous. The total height of the subject structure and original dwelling is over 18 – 25 feet tall.



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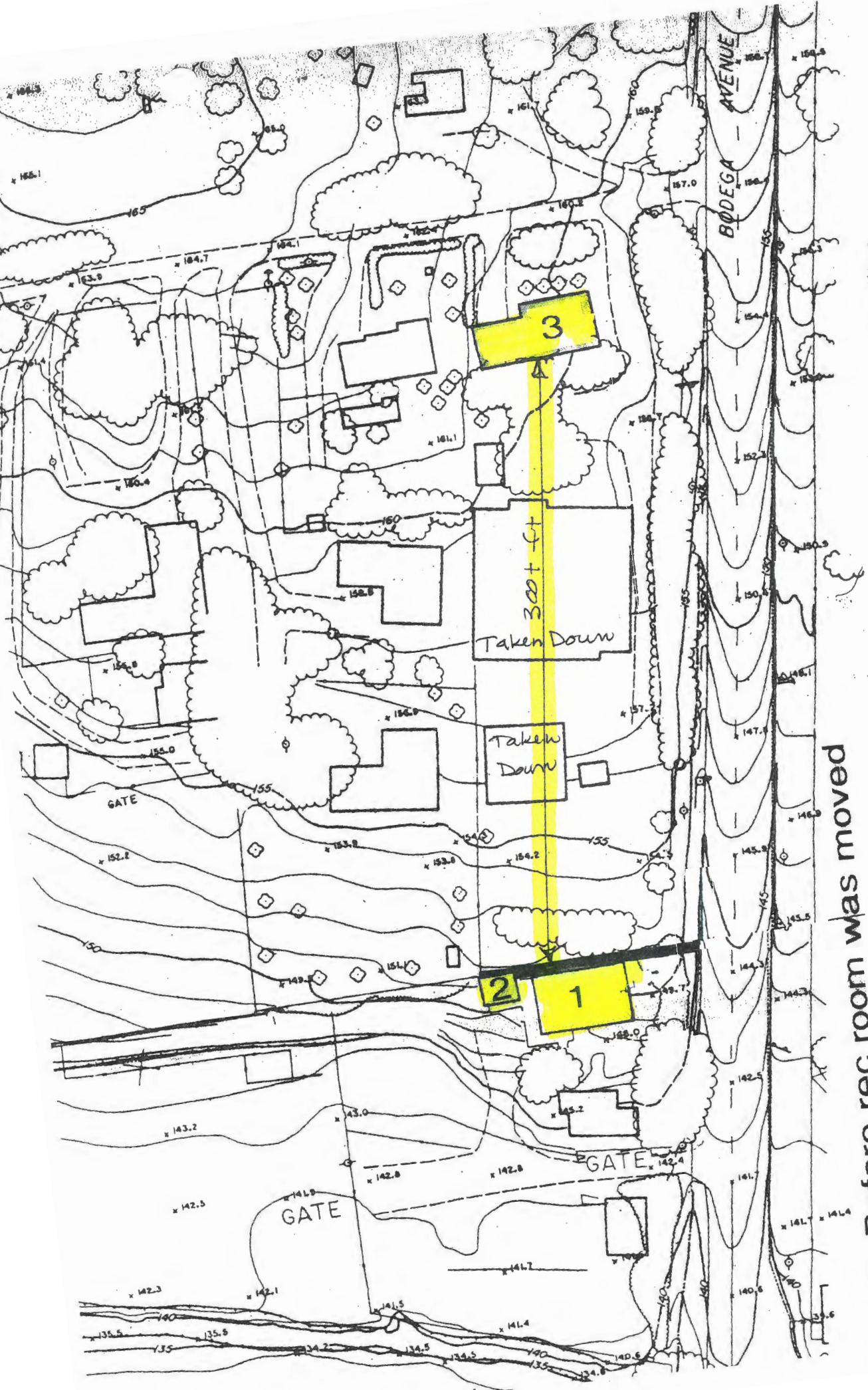
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1990 Before rec room was moved

2 Rec room

1 Rudolph

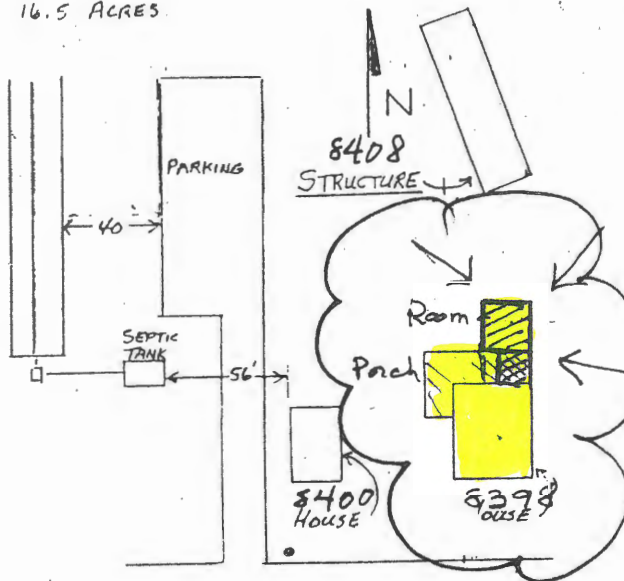
3 Hamilton





VICINITY

16.5 ACRES



BODEGA AVE.

PLOT DETAIL

JB SITE

LD 02-4925

REVISIONS
OK
APPROVED

JUL 2003

Butt

PERMIT AND RESOURCE
MANAGEMENT DEPARTMENT

Bodega Ave

**ZONING
APPROVAL**

WORK INDICATED ON THESE
DRAWINGS IS APPROVED ON THE
BASIS THAT THE WORK WILL
COMPLETELY COMPLY WITH ALL
OF THE REQUIREMENTS OF THE
ZONING ORDINANCE AND ALL
OTHER APPLICABLE REGULATIONS
WHEN THE WORK IS DONE IN
ACCORDANCE WITH THE
DRAWINGS AND SPECIFICATIONS
HEREON.

David 7/11/03

PERMIT AND RESOURCE
MANAGEMENT DEPARTMENT

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S to BLD02-49250

BLD09-4889 **JOB COPY**
APPROVED ★
—AS NOTED—

VERLY BEAVER RUDOLPH
odega Highway, Sebastopol

PERMIT NO.

APPROVED BY

BLD02-49250

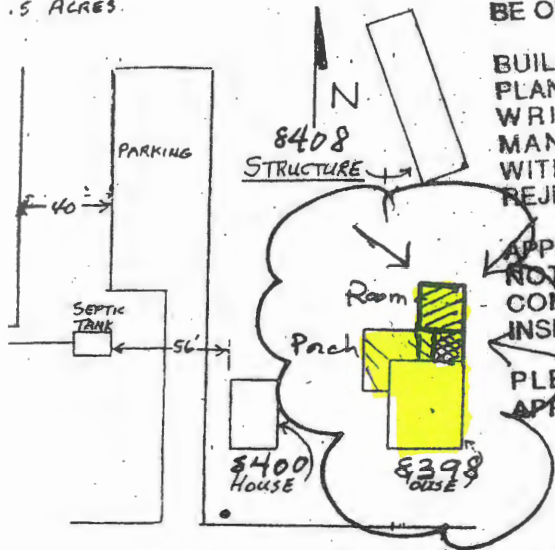
B.H. [Signature]

PERMIT AND RESOURCE MANAGEMENT DEPARTMENT

'7 - 160 - 01

APPROVED JOB-COPY OF THIS AND JOB CARDS TO BE ON JOB SITE

16.5 ACRES.



3. Elevations - North & South Walls
4. Cross Section - Existing & Revised Insulating Schedule
5. Roof Plan & Roof Details Legend

APPROVAL OF THESE PLANS IS SUBJECT TO, AND DOES NOT AUTHORIZE THE BUILDER TO MAKE ANY CHANGES TO THE APPROVED PLANS. REQUESTS FOR CHANGES SHALL BE MADE IN WRITING TO THE PERMIT AND RESOURCE MANAGEMENT DEPARTMENT. CHANGES MADE WITHOUT PRIOR APPROVAL SHALL BE SUBJECT TO REJECTION OF THE WORK.

7. Roof Details - Over New Walls of Over Existing Rec Room
8. Roof Details - Over New Deck
9. Beam & Roof Details - Existing & Revised

THESE ATTACHMENTS ARE PART OF THE APPROVED PLANS.

10. Window & Door Schedule and Electrical Plan

11a - d. Appendix:

Drawings "Revisions to BLD02-4925"

*** DO NOT REMOVE THEM ***

- Plan Checklist. 16.5 ACRES
- Energy Conservation Forms.
- Engineer's Details.
- Extracts from Soils Report
- Fire Marshall Requirements.
- Special Inspection Form.



SONOMA COUNTY
PERMIT AND RESOURCE
MANAGEMENT DEPARTMENT

REVIEWED BY
Donna [Signature]
3-31-06
AND SEPTIC SECTION

★ **APPROVED** ★

DEC 30 2005

PERMIT AND RESOURCE
MANAGEMENT DEPARTMENT

VICINITY

Beaver Rudolph

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TEST & USE

FIELD INSPECTION RECORD

Sonoma County Permit And Resource Management Department
2550 Ventura Avenue * Santa Rosa, CA 95403 * Telephone (707) 565-1900

AUTOMATED INSPECTION REQUEST SYSTEM * 565-3551

inspection request system (for use with a touch tone phone) allows you to schedule next day inspections by callers of 6:00 a.m. to midnight. You must have your permit number, job address number and the inspection code listed below

JOB CARD MUST BE AVAILABLE AT TIME OF INSPECTION

Jewelry Rudolph PERMIT# 0002-4925 AREA 7
63918 Bodessa Hwy DATE ISSUED 12-9-02

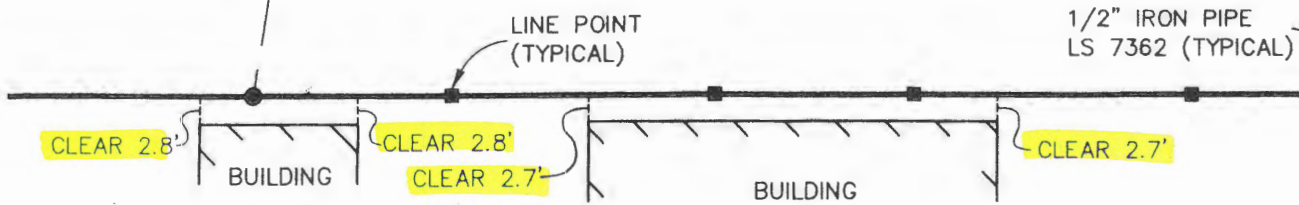
DESCRIPTION OF WORK
see FDN under (E) ~~Struct~~ REC. RM

INSPECTION CONTACT PERSON Diane Plauter

INSPECTION TYPE	SCANNON CODE	INSPECTION TYPE
SAFE STANDARDS	166	ACCESSIBILITY COMPLIANCE
FOUNDATION SPECIAL INSPECTION	144	WATER TANKS
FOUNDATION	174	ELECTRIC METER AUTHORIZATION
SETBACK	152	PANEL BOARDS/SERVICE
VG	175	GAS METER AUTHORIZATION
GROUND	153	GAS PRESSURE TEST
POUNDS/PIERS		HOUSE
		YARD
UTILITIES	190	MANUFACTURED HOME FOUNDATION
DRY	191	MANUFACTURED HOME INSTALLATION
FINISH WALLS		CONTINUITY
FACE		STAIRS/SKIRTS
ING		RIDGE BOLTING
FINISH/PROTECTION		SWIMMING POOLS
AT	197	VINYL POOL EXCAVATION
IEY	194	PRE-GUNITE
FLOOR/UNDERSLAB, ALL	195	PRE-DECK
ELECTRICAL	196	PRE-PLASTER/FENCE
MECHANICAL	101	GRADING ROUGH
PLUMBING	102	GRADING FINAL
RAMING 7-28-06 S.A.	176	ELECTRICAL FINAL
SULATION	177	MECHANICAL FINAL
DOWNS	178	PLUMBING FINAL
R WALLS	179	ENCROACHMENTS
RIOR	140	PROGRESS
RIOR		CLEARANCES
DOOF NAILING		FIRE DEPARTMENT
FRAGMS		HEALTH DEPARTMENT
G/SHEATHING		ZONING
COI/PLASTER		SANITATION
		WELL & SEPTIC
	199	FINAL
ATCH		CERTIFICATE OF OCCUPANCY
SHOWER PAN		SUPPLEMENTAL SERVICES/SEPARATE PERMIT REQ
IAL INSPECTIONS	170	TEMPORARY OCCUPANCY
E-IN	171	TEMPORARY ELECTRICAL
3H ELECTRICAL	172	TEMPORARY GAS
3H MECHANICAL		
3H PLUMBING		
3H FRAME		COMMERCIAL FIRE INSPECTIONS
KE DETECTORS	770	SPRINKLER FINAL
LATION/ENERGY REQUIREMENTS	771	ABOVEGROUND HYDROSTATIC
_BOARD	772	UNDERGROUND HYDROSTATIC
WALLS	773	UNDERGROUND FLUSH
FING	774	THRUST BLOCKS
PENDED CEILING	775	PIPE WELD
GH ELECTRICAL	776	HYDRANTS/APPLIANCES
GH MECHANICAL	777	PUMP ACCEPTANCE
K	778	WATER SUPPLY/TANK
ING	779	ALARM SYSTEM
RS/HANDRAILS	780	HOOD & DUCT SYSTEM
IPS	781	ABOVEGROUND
RIDORS/DOORS	198	FIRE FINAL

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HAMILTON
DN 1998-0154613



BODEGA AVE



1" = 20'

RUDOLPH
DN 2004-100742

PROPERTY EXHIBIT

Fred M. Phelps
FRED M. PHELPS
No. 4483
STATE OF CALIFORNIA
LS 4483

PHELPS
& ASSOCIATES

LAND SURVEYORS
632 PETALUMA AVE, SEBASTOPOL, CALIFORNIA 95472 / (707) 829-0400

9/12/2006

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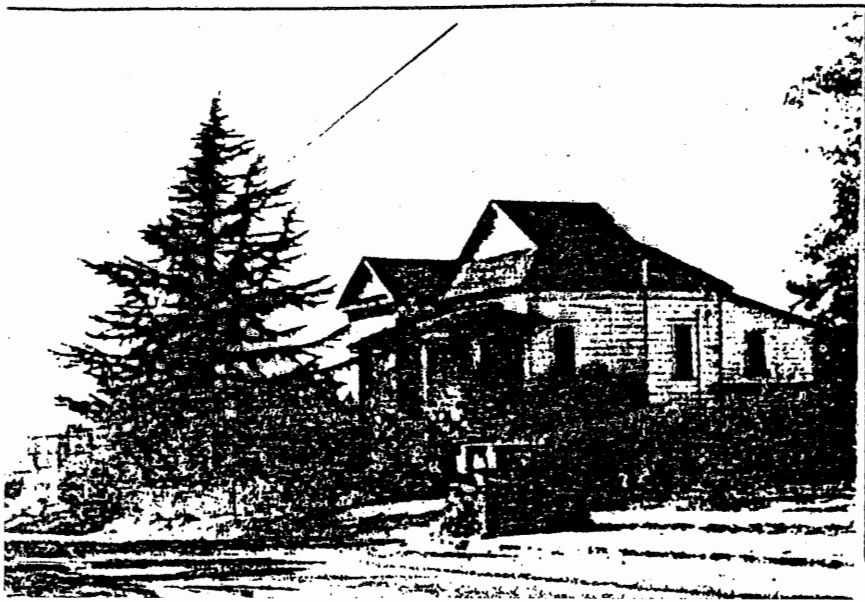
218

Tr. No. _____
 HABS _____ HAER _____ NR 4 SHL _____ Loc _____
 UTM: A 10/514880/4250760 B 10/514880/4249540
 C 10/513940/4243540 D 10/513940/4250760

TORIC RESOURCES INVENTORY

LOCATION
 Common name: _____
 Historic name: _____
 Street or rural address: 8124 Bodega Avenue
 City Sebastopol Zip 95472 County Sonoma
 Parcel number: 04-381-03
 Present Owner: Elizabeth Wetch Address: 8124 Bodega Avenue
 City Sebastopol Zip 95472 Ownership is: Public _____ Private X
 Present Use: Residential, C-2-H Original use: Residential

DESCRIPTION
 Architectural style: Queen Anne
 Briefly describe the present *physical description* of the site or structure and describe any major alterations from its original condition:
Queen Anne farmhouse sitting on the crest of a hill as Bodega Ave leaves Sebastopol and descends toward the Sonoma Coast. The farmhouse is one and a half storeys with a hip and gabled roof and pedimented gable over a projecting wing in front. Original windows are one over one sash. The front porch has been enclosed; there are rear sheds and additions. The use has open fields on two sides but is threatened by commercial encroachment along Bodega Avenue.



- 8. Construction date:
 Estimated 1905 Factual _____
- 9. Architect _____
- 10. Builder _____
- 11. Approx. property size (in feet)
 Frontage _____ Depth _____
 or approx. acreage 50
- 12. Date(s) of enclosed photograph(s)
24/33 / 1979-1980

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FIELD INSPECTION RECORD

Sonoma County Permit And Resource Management Department
 2550 Ventura Avenue
 Santa Rosa, CA 95403
 Telephone (707) 527-1900

AUTOMATED INSPECTION REQUEST SYSTEM

527-3551

THE AUTOMATED INSPECTION REQUEST SYSTEM (FOR USE WITH A TOUCH TONE TELEPHONE) ALLOWS YOU TO SCHEDULE NEXT DAY INSPECTIONS BY CALLING BETWEEN THE HOURS OF 6:00 A.M. TO 10:00 P.M. YOU WILL BE ASKED FOR YOUR PERMIT NUMBER, JOB ADDRESS NUMBER AND THE INSPECTION CODE LISTED BELOW.

JOB CARD MUST BE AVAILABLE AT TIME OF INSPECTION

Dudolph PERMIT# 132383 AREA 7
 SS 8398/8400 Bodega Ave SE DATE ISSUED 9/20/95
 DR _____ DESCRIPTION OF WORK Relocate Bldg
(add. to B-128543)

INSPECTION CONTACT PERSON _____

INSPECTION TYPE	CODE	INSPECTION TYPE
BLIND INSPECTION		HANDICAP REQS
FOUNDATION		
SETBACKS		
CEILING		
CELLS	170	TEMPORARY OCCUPANCY
EXPOSED GROUND	171	TEMPORARY ELECTRICAL
SEWER/PIERS	172	TEMPORARY GAS
REPAIR		
	174	ELEC. METER AUTH.
CONCRETE		
TRAINING WALLS	152	PANEL BOARDS/SERVICE
REPLACE		
CEILING	175	GAS METER AUTH.
PROTECTION		
COAT	153	GAS PRESSURE TEST
WINEY		HOUSE
		YARD
UNDERFLOOR/UNDERSLAB, ALL		
ELECTRICAL	190	MANUF. HOME FOUNDATION
MECHANICAL	191	MANUF. HOME INSTALLATION
PLUMBING		CONTINUITY
FRAMING		STAIRS/SKIRTS
INSULATION		RIDGE BOLTING
MEMBRANES		
PARADE WALLS		SWIMMING POOL
ROOF NAILING	194	PRE-GUNITE
ROOFING/SHEATHING	195	PRE-DECK
ROOF DOWNS	196	PRE-PLASTER/FENCE
ROOF CO/PLASTER		
ROOF	102	GRADING FINAL
ROOF PATCH		
ROOF/SHOWER PAN	176	ELECTRICAL FINAL
ROOF SE-IN	177	MECHANICAL FINAL
ROOF/IGH ELECTRICAL	178	PLUMBING FINAL
ROOF/IGH MECHANICAL	179	ENCROACHMENTS
ROOF/IGH PLUMBING		
ROOF/IGH FRAME		CLEARANCES
ROOF/IGH KE DETECTORS		FIRE DEPT.
ROOF/IGH ILATION/ENERGY REQS.		HEALTH DEPT.
ROOF/IGH LBOARD		ZONING
ROOF/IGH SANITATION		SANITATION
ROOF/IGH PENDED CEILING		WELL & SEPTIC
ROOF/IGH		
ROOF/IGH ELECT	199	FINAL
ROOF/IGH MECH		
ROOF/IGH		
ROOF/IGH RS/HANDRAILS		
ROOF/IGH PS		CERTIFICATE OF OCCUPANCY
ROOF/IGH RIDORS/DOORS		





0. Rec room

4. Blackberry thicket

1. Original subject house

6. Hamilton house

Is For Service Report Call ID: 052520151

Printed: October 19, 2006

Agency SCSD	2. Person Received Complaint Byrne, Margaret	3. Date/Time Received 09/09/2005 16:10	5. Time Arrived 16:25	7. Case #
		4. Time Dispatched 16:11	6. Time Complete 16:34	
Nature Of Incident	DISTURBANCE			
Location Of Incident	8398 BODEGA HW, SEBASTOPOL, CA			
Victim or Caller	[REDACTED]			
Classification	12. How Received ANI/ALI I/CAD	13. Disposition CONTACTED	14. Officer Bartlett, Troy	15. Date Submitted 09/09/2005

County Sheriff's Department



TROY BARTLETT
Deputy Sheriff
Patrol Bureau

(707) 565-2650 FAX (707) 526-0403
VM (707) 565-2500 ext. 99149
tbarlett@sonoma-county.org

2796 Ventura Avenue
Santa Rosa, CA 95403

bill
roner

**CONTROLLED
DOCUMENT
NOT TO BE
DUPLICATED**

TO: _____
BY: _____
DATE: _____

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Calls For Service Report

Call ID: 062520169

Printed: October 13, 2006

Agency SCSD	2. Person Received Complaint Hansen, Elise	3. Date/Time Received 09/09/2006 16:51 4. Time Dispatched 16:54	5. Time Arrived 17:09 6. Time Complete 17:40	7. Case #
8. Nature Of Incident	VANDALISM			
9. Location Of Incident	8398 BODEGA HW, SEBASTOPOL, CA			
10. Victim or Caller	[REDACTED]			
11. Classification	12. How Received 'ANI/ALI' I/CAD	13. Disposition COMPLETED	14. Officer Mcneil, Tom	15. Date Submitted 09/09/2006

Sonoma County Sheriff's Department



Bill Cogbill
Sheriff-Coroner

RECORDS
505-2204

2796 Ventura Avenue
Santa Rosa, CA 95403

**CONTROLLED
DOCUMENT
NOT TO BE
DUPLICATED**

TO: _____
BY: _____
DATE: _____

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Sonoma County Sheriff's Department



Bill Cogbill
Sheriff-Coroner

RICHARD PABROS
Deputy Sheriff
Patrol Bureau

(707) 565-2650 FAX (707) 526-0403
VM (707) 565-2500 x99189
rpabros@sonoma-county.org

2796 Ventura Avenue
Santa Rosa, CA 95403

Nov 6, 2006

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CITY OF SONOMA - PERMIT AND RESOURCE MANAGEMENT DEPARTMENT

2550 Ventura Avenue, Santa Rosa, CA 95403 (707) 565-1900 FAX (707) 565-1103

BEVERLY BEAVER RUDOLPH Date Applied: 9/27/02

INFORMATION WITHIN HEAVY LINE TO BE COMPLETED BY APPLICANT

322 Bodessa Hwy, Sebastopol CA, ZIP: 95472
 Eagle Road, APN: 077-160-00, Project Phone #: 707 523 5818, Project Fax #: ()
 Subd. Name: _____, Living Area: _____, Garage: _____, Contract Price: ~~75000~~ 20000
 20' perimeter foundation, existing rooms + "kitchen" deck, work room, and relocate 3' vest

OWNER NAME AND ADDRESS: Beverly Beaver Rudolph, 223 Box 2516, Sebastopol CA 95473, 523-5818

ER'S COMPENSATION DECLARATION: I hereby certify that I am not providing any form of compensation to any person for the performance of the work for which this permit is issued.

CONSTRUCTION LENDING DECLARATION: I hereby affirm under penalty of perjury that there is no construction lending agency for the performance of the work for which this permit is issued.

FOR DEPARTMENT USE: Zoning: DAB 620 F2, File No: _____, Acres: 16.42, Existing Use/Structures: 2 SFD UNITS, 1 WORKSHOP/GARAGE, Proposed Use/Structures: FOUNDATION FOR EXISTING UNIT, Zoning Min. Yard Requirements: Front _____ Left _____ Right _____ Back _____

OWNER-BUILDER DECLARATION: I am exempt from the Contractor's License Law for the 7031.5, Business and Professions Code. Any city or county which requires a permit to improve, demolish, or repair any structure, prior to its issuance, also requires a permit to file a signed statement that he or she is licensed pursuant to Contractor's License Law (Chapter 9 commencing with Section 7000) of the Business and Professions Code or that he or she is exempt therefrom and the basis therefor.

SEWER CONNECTION: Available Fees Paid, ROAD ENCROACHMENT: Fees Paid, Approved by: [Signature], Date: 9/27/02

SEPTIC SYSTEM PERMIT/CLEARANCE # A11A, Approved by: [Signature], Date: 9/29/02, FLOOD ZONE: Yes No, 100 Year Flood Elevation: _____

Code Enforcement Violation: Yes No, Violation # filed closed, Work Authorized: perimeter fence to existing septic patch

ASBESTOS DECLARATION: I certify that no asbestos-containing material is present in the building or portion thereof, undergoing demolition. I hereby certify that this permit is from construction that () does () does not () no demolition is authorized by this permit.

THIS PERMIT SHALL EXPIRE IN THREE(3) YEARS FROM DATE FEES ARE PAID UNLESS OTHERWISE NOTED BY CODE ENFORCEMENT

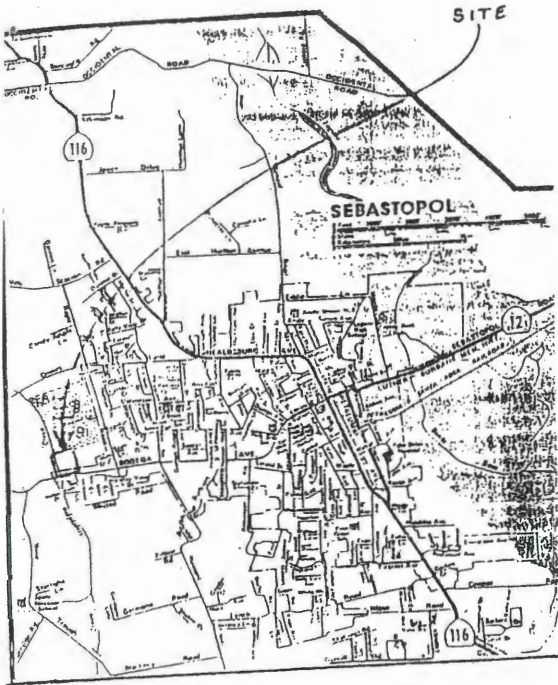
Machine Spaces for Permit Fee: _____

Final Date: _____, Inspector: _____

JOB ADDRESS: 8398 BODESSA HWY, SEBASTOPOLE PERMIT NUMBER: BDD02-47945 INSPECTION AREA:

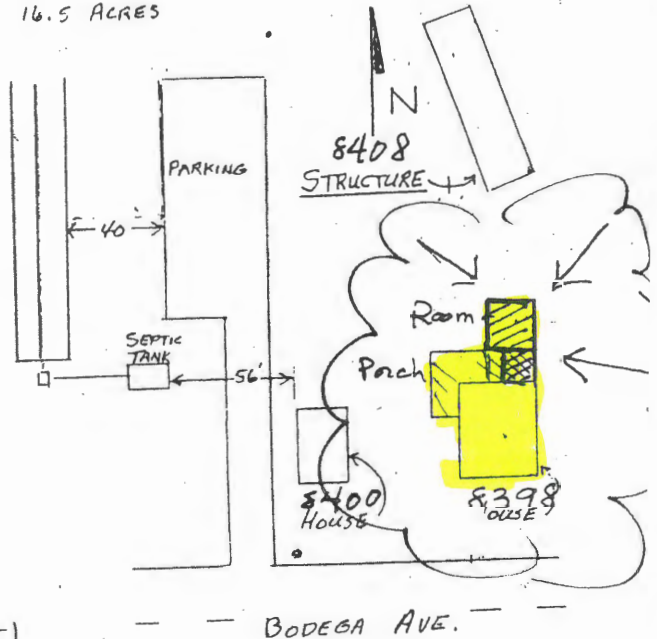


CRS-007.cdr Revised: 7/18/2000



VICINITY

16.5 ACRES



BODEGA AVE.

PLOT DETAIL



ZONING APPROVAL

WORK INDICATED ON THESE DRAWINGS IS APPROVED ON THE BASIS THAT ALL WORK WILL COMPLY WITH ALL REQUIREMENTS OF THE COUNTY OF SONOMA, WHETHER SHOWN ON THESE DRAWINGS OR NOT.

PERMIT AND RESOURCE MANAGEMENT DEPARTMENT

7/11/03



DNS to BLD02-49250

BLD09-4899 **JOB COPY**
APPROVED ★
—AS NOTED—

BEVERLY BEAVER RUDOLPH
Bodega Highway, Sebastopol

PERMIT NO.

APPROVED BY

~~BLD02-49250~~

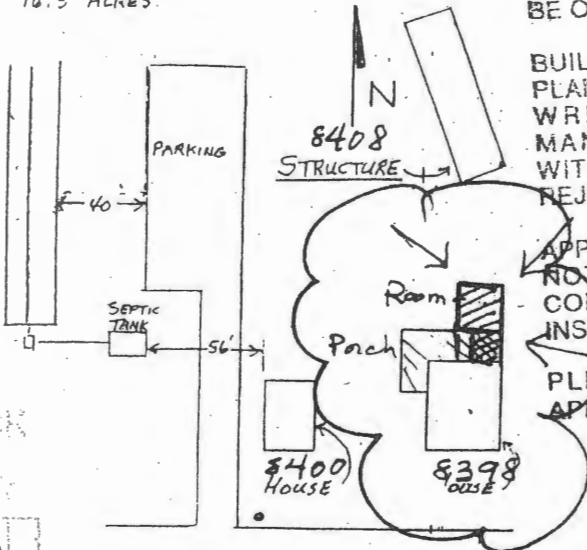
B.H. [Signature]

PERMIT AND RESOURCE MANAGEMENT DEPARTMENT

77-160-01

APPROVED JOB-CARDS AND JOB CARDS TO BE ON JOB SITE

16.5 ACRES



2. Elevations - East & West Walls
3. Elevations - North & South Walls
4. Cross Section - Existing & Revised
5. Roof Plan & Roof Details Legend
6. Roof Details - Over Existing House & Over Existing Deck
7. Roof Details - Over New Deck & Over Existing Rec Room
8. Roof Details - Over New Deck
9. Beam & Roof Details - Existing & Revised

BUILDER SHALL SUBMIT ALL CHANGES FROM THE APPROVED PLANS. REQUESTS FOR CHANGES SHALL BE MADE IN WRITING TO THE PERMIT AND RESOURCE MANAGEMENT DEPARTMENT. CHANGES MADE WITHOUT PRIOR APPROVAL SHALL BE SUBJECT TO REJECTION OF THE WORK.

APPROVAL OF THESE PLANS IS SUBJECT TO, AND DOES NOT AUTHORIZE THE PERMITTEE TO COMPLETE COMPLIANCE WITH ALL REQUIREMENTS, SPECIAL INSPECTIONS WHEN REQUIRED AND FIELD INSPECTION. PLEASE READ ALL PERTINENT SECTIONS OF APPLICABLE CODES.

THESE ATTACHMENTS ARE PART OF THE APPROVED PLANS.

10. Window & Door Schedule and Electrical Plan

11a - d. Appendix:

Drawings "Revisions to BLD02-4925"

* DO NOT REMOVE THEM *

- Plan Checklist. 16.5 ACRES
- Energy Conservation Forms.
- Engineered Details.
- Extracts from Soils Report
- Fire Marshall Requirements
- Special Inspection Form.

SONOMA COUNTY
PERMIT AND RESOURCE
MANAGEMENT DEPARTMENT
PERMIT #
REVIEWED BY
DOORNA
DATE **3-31-06**
WELL AND SEPTIC SECTION

★ APPROVED ★

DEC 30 2005

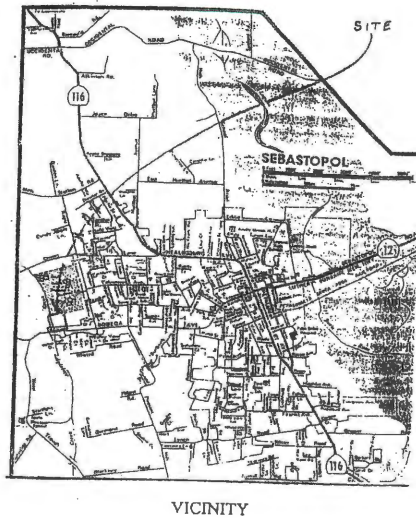
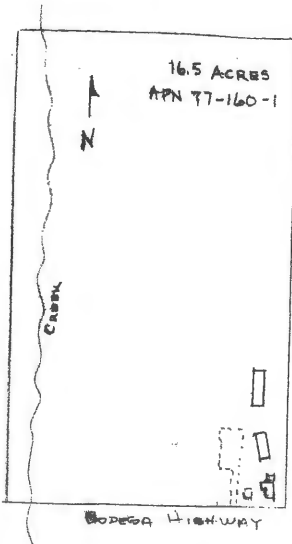
PERMIT AND RESOURCE MANAGEMENT DEPARTMENT



VICINITY

Beverly Beaver Rudolph

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RENEWAL OF BLD06-1590

for BEVERLY BEAVER RUDOLPH
8398 Bodega Highway, Sebastopol

APN 77-160-001

SCOPE: renewal of expired permit BLD06-1590

BLD07-4925 & BLD06-1590

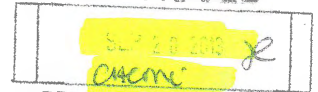
REVISED JOB COPY
BLD13-3965
w/voluntary structural
upgrades

LEGEND

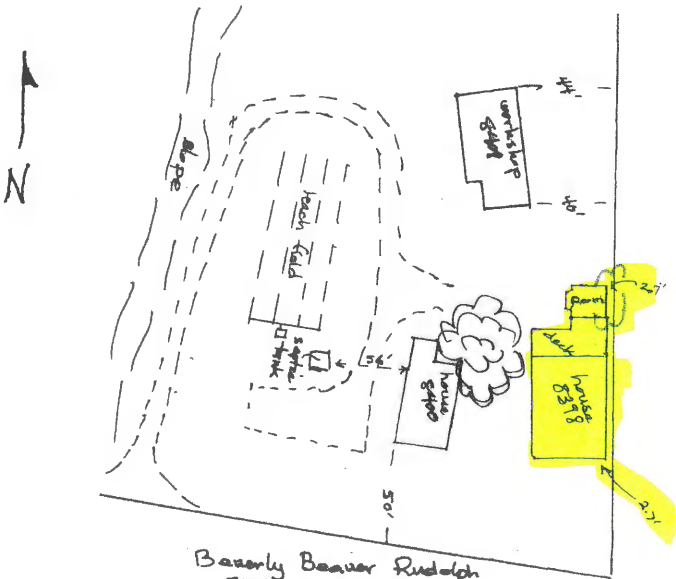
1. Floor Plan and Electrical Plan
2. Elevations - North & South
3. Elevations - West
4. Elevations - East
5. Roof & Roof Framing
6. Framing - North & South
7. Framing - West
8. Framing - East
9. Detail Legend

BUILDING PLAN CHECK

★ APPROVED ★



PERMIT AND RESOURCE
MANAGEMENT DEPARTMENT



8398 Built in 1967
Eastern boundary adjacent to 8398
surveyed by Phelps & Assoc

ZONING APPROVAL

WORK INDICATED ON THESE DRAWINGS IS APPROVED ON THE BASIS THAT ALL WORK WILL COMPLY WITH ALL REQUIREMENTS OF THE COUNTY OF SONOMA, WHETHER SHOWN ON THESE DRAWINGS OR NOT.

PERMIT AND RESOURCE
MANAGEMENT DEPARTMENT

10. Shear Wall & Shear Wall Detail
 11. North-West Corner & Mid-Section Detail
- Details
- Details
- Window & Door Schedule; Lighting Schedule & Insulation Schedule

Beverly Beaver Rudolph
8398 Bodega Ave
077-160-001

Blak 8-27-13

RENEWAL OF BLD06-1590

for BEVERLY BEAVER RUDOLPH
8398 Bodega Highway, Sebastopol

APN 77-160-001

SCOPE: renewal of expired permit BLD06-1590

BLD02-4925 & BLD06-1590

REVISED JOB COPY
BLD13-3965

w/voluntary structural
upgrades

LEGEND

1. Floor Plan and Electrical Plan
2. Elevations - North & South
3. Elevations - West
4. Elevations - East
5. Roof & Roof Framing
6. Framing - North & South
7. Framing - West
8. Framing - East
9. Detail Legend
10. Shear Wall & Shear Wall Detail
11. North-West Corner & Mid-Section Detail
12. Details
13. Details
14. Window & Door Schedule; Lighting Schedule & Insulation Schedule

BUILDING PLAN CHECK
★ APPROVED ★

SEP 20 2013
C.A.M.M.

PERMIT AND RESOURCE
MANAGEMENT DEPARTMENT

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10B HOLDOWN DETAILS

Blah 8-27-13



FIELD INSPECTION RECORD

Sonoma County Permit And Resource Management Department
2550 Ventura Avenue * Santa Rosa, CA 95403 * Telephone (707) 565-1900

AUTOMATED INSPECTION REQUEST SYSTEM * 565-3551

ed inspection request system (for use with a touch tone phone) allows you to schedule next day inspections by callir
hours of 6:00 a.m. to midnight. You must have your permit number, job address number and the inspection code listed below

JOB CARD MUST BE AVAILABLE AT TIME OF INSPECTION

Inspector: Beverly Rudolph PERMIT # 3002-4925 AREA 7
Address: 5398 Bodega Hwy DATE ISSUED 12-9-02

DESCRIPTION OF WORK: 2nd FDN under (E) ~~STAIR~~ REC. RM
CONTACT PERSON: Diane Pruster

SECTION	INSPECTION TYPE
FOUNDATION SPECIAL INSPECTION	166 ACCESSIBILITY COMPLIANCE
FOUNDATION	144 WATER TANKS
FOUNDATION	174 ELECTRIC METER AUTHORIZATION
FOUNDATION	152 PANEL BOARDS/SERVICE
FOUNDATION	175 GAS METER AUTHORIZATION
FOUNDATION	153 GAS PRESSURE TEST
FOUNDATION	HOUSE
FOUNDATION	YARD
FOUNDATION	190 MANUFACTURED HOME FOUNDATION
FOUNDATION	191 MANUFACTURED HOME INSTALLATION
FOUNDATION	CONTINUITY
FOUNDATION	STAIRS/SKIRTS
FOUNDATION	RIDGE BOLTING
FOUNDATION	SWIMMING POOLS
FOUNDATION	197 VINYL POOL EXCAVATION
FOUNDATION	194 PRE-GUNITE
FOUNDATION	195 PRE-DECK
FOUNDATION	196 PRE-PLASTER/FENCE
FOUNDATION	101 GRADING ROUGH
FOUNDATION	102 GRADING FINAL
FOUNDATION	176 ELECTRICAL FINAL
FOUNDATION	177 MECHANICAL FINAL
FOUNDATION	178 PLUMBING FINAL
FOUNDATION	179 ENCROACHMENTS
FOUNDATION	140 PROGRESS
FOUNDATION	CLEARANCES
FOUNDATION	FIRE DEPARTMENT
FOUNDATION	HEALTH DEPARTMENT
FOUNDATION	ZONING
FOUNDATION	SANITATION
FOUNDATION	WELL & SEPTIC
FOUNDATION	CERTIFICATE OF OCCUPANCY
FOUNDATION	PERMIT REQ
FOUNDATION	170 TEMPORARY OCCUPANCY
FOUNDATION	171 TEMPORARY ELECTRICAL
FOUNDATION	172 TEMPORARY GAS
FOUNDATION	COMMERCIAL FIRE INSPECTIONS
FOUNDATION	770 SPRINKLER FINAL
FOUNDATION	771 ABOVEGROUND HYDROSTATIC
FOUNDATION	772 UNDERGROUND HYDROSTATIC
FOUNDATION	773 UNDERGROUND FLUSH
FOUNDATION	774 THRUST BLOCKS
FOUNDATION	775 PIPE WELD
FOUNDATION	776 HYDRANTS/APPLIANCES
FOUNDATION	777 PUMP ACCEPTANCE
FOUNDATION	778 WATER SUPPLY/TANK
FOUNDATION	779 ALARM SYSTEM
FOUNDATION	780 HOOD & DUCT SYSTEM
FOUNDATION	781 ABOVEGROUND
FOUNDATION	198 FIRE FINAL



BEVERLY BEAVER
 GA HWY TWI
 ETE WORK STARTED UNDER

**AUTOMATED INSPECTION
 REQUEST SYSTEM**

♦ 565-3551 ♦

Our automated inspection request system (for use with a touch tone phone) allows you to schedule next day inspections by calling between the hours of 6:00 a.m. to midnight. You must have your permit number, job address number and the inspection code listed below.

**THIS JOB CARD MUST BE AVAILABLE
 AT TIME OF INSPECTION**

←
 1 BLD06-1590

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TYPE	Scantron CODE	INSPECTION TYPE
ROUGH	166	ACCESSIBILITY COMPLIANCE
STANDARDS	144	WATER TANKS
ION		SLAB
ETBACK		WALLS
	174	ELECTRIC METER AUTHORIZATION
	152	PANEL BOARDS/SERVICE
OUND	189	SEPTIC ELECTRIC FINAL
S/PIERS	175	GAS METER AUTHORIZATION
	153	GAS PRESSURE TEST
TIES		HOUSE
Y		YARD
IG WALLS	190	MANUFACTURED HOME FOUNDATION
CE	191	MANUFACTURED HOME INSTALLATION
		CONTINUITY
PROTECTION		STAIRS/SKIRTS
		RIDGE BOLTING
Y	193	MANUFACTURED HOME COND. FINAL
LOOR/UNDERSLAB, ALL		SWIMMING POOLS
IICS	197	VINYL/FIBERGLASS POOL EXCAVATION
CTRICAL	194	PRE-GUNITE
HANICAL	195	PRE-DECK
MBING (B.L. 06. 7)	196	PRE-PLASTER/FENCE
MING 7-28-06 S.A.		
ILATION	102	GRADING FINAL
OWNS	176	ELECTRICAL FINAL
WALLS	177	MECHANICAL FINAL
OR	178	PLUMBING FINAL
OR	140	PROGRESS
AGMS		
AILING		
NAILING		CLEARANCES
SHEATHING		FIRE DEPARTMENT
O/PLASTER		HEALTH DEPARTMENT
		ZONING
		SANITATION
CH		
OWER PAN	199	FINAL
R		CERTIFICATE OF OCCUPANCY
IN		SUPPLEMENTAL SERVICES/SEPARATE PERMIT REQ'D.
I ELECTRICAL	170	TEMPORARY OCCUPANCY
I MECHANICAL	171	TEMPORARY ELECTRICAL
I PLUMBING	172	TEMPORARY GAS
H FRAME		
E DETECTORS		
ATION/ENERGY REQUIREMENTS		COMMERCIAL FIRE INSPECTIONS
BOARD	770	SPRINKLER FINAL
WALLS	771	ABOVEGROUND HYDROSTATIC
ING	772	UNDERGROUND HYDROSTATIC
DAMPERS/DOORS	773	UNDERGROUND FLUSH
ENDED CEILING	774	THRUST BLOCKS
SH ELECTRICAL	775	PIPE WELD
SH MECHANICAL	776	HYDRANTS/APPLIANCES
	777	PUMP ACCEPTANCE
NG - RAMPS/STAIRS	778	WATER SUPPLY/TANK
ORAILS/GUARDRAILS	779	ALARM SYSTEM
PS	780	HOOD & DUCT SYSTEM
RIDORS/DOORS	781	ABOVEGROUND
	198	FIRE FINAL



TIM BIRNIE
Attorney/Mediator

TATE BIRNIE
Attorney at Law

7182 Healdsburg Ave.
Sebastopol, CA 95472
707/823-8593 Fax 707/823-6894

August 2, 2007

Beverly Rudolph
PO Box 2516
Sebastopol, CA 95473

Frank and Teresa Hamilton
PO Box 902
Sebastopol, CA 95473

RE: Land Dispute

Dear Beverly, Frank and Teresa:

I first want to state that I am very sorry we were not able to reach a resolution. I have already told both of you that I feel it is appropriate that Beverly pay the \$2,500 at the start of her construction work. I see no reason why there should be any delay in paying the other half, if there is no provision for any penalties or her using those funds in any other way.

Be that as it may, you currently have a hearing set on August 15. The Hamiltons have indicated to me that they are going to be out of town on vacation at that time and I have taken the liberty of contacting the court and continuing that hearing date to Wednesday, September 12, 2007 at 8:30. This letter is going to be faxed to Judge Rosenfield's assistant to confirm the hearing date of September 12 at 8:30 a.m.

Since literally all of the substantive issues have been agreed on except the method of paying the agreed upon \$2,500, it seems to me to be a waste of your time, energy and money to go back to court and start over.

Yours truly,

Tim Birnie

TB:gh

cc: Hon. Arnold D. Rosenfield



TIM BIRNIE
Attorney/Mediator

TATE BIRNIE
Attorney at Law

7182 Healdsburg Ave.
Sebastopol, CA 95472
707/823-8593 Fax 707/823-6894

December 10, 2007

Mr. Frank Hamilton
P. O. Box 902
Sebastopol, California 95473

Re: Rudolph and Hamilton

Dear Frank:

After your communication to me and Beverly's communication about the stakes and the property line, I went out to look at the property on Friday, November 30th. I saw the two stakes that you had put into the ground there and I agree with Beverly that she should be able to remove those. They aren't official survey stakes. Your fence posts are there, so that you can build the fence that you want to build and Beverly can put some crushed granite down on that little bit of a walkway so that it is a usable walkway. I don't see that those two stakes you put into the ground add anything or subtract anything. You can put your white line down the property line that is right there. We are really talking about inches. I have told Beverly to go ahead and remove those two stakes, finish her work and, as I understand it, all of the work to be done by her will have been completed. You can go ahead, as I said earlier, and finish your fence and we can put this matter behind us.

I hope this is the end of it.

Yours truly,

Tim Birnie

TB/kmw
cc: Ms. Beverly Rudolph

Tim Birnie
7182 Healdsburg ave
Sebastopol, CA 95472

January 2, 2008

Tim,

I am writing in response to the letter we received from you regarding Beverly Beaver Rudolph's continual encroachment on our property. I understand that you see it as merely inches that she is taking but when we have been going through this with her for three years , it no longer becomes inches, it becomes days and months of your life. Continuous arguments about what we should give her to keep peace within our own household. To disrupt my family (children) from listening to us argue about how someone could blatantly take what knowingly does not belong to them and explain to them how that is not right but by them witnessing there is basically nothing we can do about it....

I just wanted to give you a little insight about what this has caused my family, it's not just a matter of inches..

Happy Holidays

Terri Hamilton

AGREEMENT BETWEEN ADJOINING LAND OWNERS

RUDOLPH and HAMILTON

DRAFT

THIS AGREEMENT is entered into between BEVERLY BEAVER RUDOLPH, hereinafter called "RUDOLPH" and FRANK and THERESA HAMILTON, hereinafter call "HAMILTON". Hamilton and Rudolph are adjoining land owners in Sonoma County, California. Hamilton owns the real property commonly known as 8306 Bodega Avenue, Sebastopol, California. Rudolph owns the real property commonly known as 8398 Bodega Avenue, Sebastopol, California.

This agreement is made in the context of the following circumstances:

Rudolph has done certain construction work, including moving a building put there by previous owners and construction of a perimeter foundation installing a solid wood fence and a retaining wall, on her property at 8398 Bodega Avenue. Said construction work violated the County of Sonoma's setback requirements in that the construction is too close to the lands of Hamilton. The solid wood fence and retaining wall were discovered to be on the lands belonging to Hamilton as shown on a record of survey completed by Hogan Land Services and recorded as Document No. 2006005216, on January 13, 2006, at page 23, in Book 688 of Maps. It is the intention of the parties by this agreement to resolve any and all disputes they may have with regards to that construction and the trespass of Rudolph on the Hamilton lands, and the construction of the temporary fence built by Hamilton.

Now therefore the parties agree as follows:

1. The temporary wood fence placed between the properties needs to be removed by Hamilton, to be coordinated with the construction of the new fence by Rudolph as provided hereinafter. Rudolph shall be responsible for the disposal of the solid wood fence that she built on the Hamilton lands which has since been taken down. Rudolph shall dispose of that wood in any way that she sees fit.
2. Prior to the removing and disposing of the solid wood fence built on Hamilton lands, Rudolph will notify Hamilton and Tim Birnie of the work start date. Rudolph has previously installed a series of posts for the construction of a retaining wall. That series of posts sits very close to the surveyed property line and is most likely slightly on the lands of Hamilton. The plans and design for the construction of the retaining wall must be submitted to Hamilton for approval prior to the beginning of any construction. The construction will include the use of 2X lumber horizontally (minimum 2X6), installation of gravel adjacent to the east side of the horizontal lumber and back-filled with dirt on the east level with the retaining wall. Rudolph will do the construction at her sole expense. Said construction is to be completed by September 1, 2007. It is anticipated that the construction will begin by June of 2007.
3. Rudolph shall also construct a new temporary fence to be constructed on her side of the retaining wall, to be replaced with a permanent fence running down the property line between the properties. The plans and design for said fence shall be submitted to Hamilton before construction

WIRE

(REMOVAL OF ALL TRACES, INCLUDING ANY FENCE POSTS.)

and Hamilton shall have the right to approve the actual construction of the fence. It is anticipated that it will be a simple solid wood fence, running approximately down the property line between the two properties.

4. Rudolph shall not proceed with any further construction on the improvements which affect Hamilton without full County of Sonoma approval, meeting all of the setback requirements set by the County of Sonoma ~~Building~~ Code.
5. Rudolph shall pay to Hamilton as a full and final settlement of any and all claims that they have between them, the sum of Two Thousand Five Hundred Dollars (\$2,500.00), payable upon execution of this agreement. This represents a full settlement of the Small Claims action previously filed by Hamilton against Rudolph, and against any other claims that they have relating to the construction of the retaining wall, fence, new construction on Rudolph's property, trespass or any other claim known or unknown to them regarding this common boundary between the two properties.
6. If during the construction of the retaining wall and the solid wood fence between the two properties, there is a dispute between Hamilton and Rudolph, and they cannot resolve that dispute between them, the parties agree that they will employ Tim Birnie within his area of expertise to go to the site with all parties and each party will have a full opportunity to explain their position regarding the dispute. Tim Birnie shall be empowered to render a decision which both parties agree they will abide

by in resolving that dispute. If the matter is not within his area of expertise, then he may appoint an expert (such as construction or survey details) and that expert's decision shall be binding and the parties shall abide thereby. Any such decision by Tim Birnie or the expert shall be binding and may be submitted to a court as the basis of a judgment and may not be appealed or challenged.

7. This agreement supersedes any previous agreements or understandings between the parties and is the full agreement and understanding regarding this common boundary between the two properties.
8. Time is of the essence of this agreement and this agreement shall be binding on the heirs, executors and assigns of each of the parties.
9. In the event that either party brings an action to enforce the terms of this agreement, then the prevailing party in such action shall be entitled to reasonable attorneys' fees.
10. This agreement was reached through a mediation process involving Tim Birnie, a qualified experienced mediator and Hamilton and Rudolph parties.

Dated: _____

BEVERLY BEAVER RUDOLPH

Dated: _____

FRANK HAMILTON

Dated: _____

THERESA HAMILTON

State of California)

County of Sonoma)

On _____ before me _____, a Notary Public in and for said County and State, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____ (Seal)
NOTARY PUBLIC

State of California)

County of Sonoma)

On _____ before me _____, a Notary Public in and for said County and State, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____ (Seal)
NOTARY PUBLIC

HAMILTON STATEMENT

7/20/20
5.27.9

To Whom It May Concern:

We are the owners of 8306 Bodega Highway, a 1.3 acre parcel identified as A.P. # 077-180-017. We are located to the East of the Rudolph property at 8398 Bodega Highway.

We have seen the Rudolph room addition under construction 2.7 feet from the property line.

We are in favor of the zoning permit to depict the reduction of the Rudolph property side yard setback from 10 feet to 2.7 feet.

This zoning permit will allow Rudolph to complete their room addition per Sonoma County building requirements.

We understand that our rear yard setback will remain at 20 feet.

Signatures:

Frank Hamilton

date

Teresa Lynn Hamilton

date

8306 Bodega Highway
Sebastopol, CA 95473

RECEIPT

This is to acknowledge the receipt of a check from Ms. Rudolph for \$5,000.00 Five Thousand dollars and 00/100, as payment in full, for signing the zoning permit statement as set forth below.

Frank Hamilton

date

Teresa Lynn Hamilton

date

HAMILTON STATEMENT

To Whom It May Concern:

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State of California)

County of Sonoma)

On _____ before me _____, a Notary Public in and for said County and State, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____ (Seal)
NOTARY PUBLIC



COUNTY OF SONOMA
PERMIT AND RESOURCE MANAGEMENT DEPARTMENT

2550 Ventura Avenue, Santa Rosa, CA 95403
(707) 565-1900 FAX (707) 565-1103

September 26, 2006

Beverly Beaver Rudolph
8398 Bodega Ave.
Sebastopol, CA 95473

Subject: Site Plan reflecting east property line boundary and proposed relocation of existing storage building setback under Permits BLD06-1590 & BLD06-3299

Dear Beverly:

On September 21, 2006 we met at the Permit and Resource Management Department to discuss the above subject and status of the Building Permits. Also in attendance was John Cherne, Customer Service Supervisor and Jerry Faddis, Fire Services Plans Examiner. At this time, based on the aerial photo taken in 2000 and your statement, an existing storage building (shed) encroached upon the east side property line. When you relocated the shed, it was done without benefit of a permit from PRMD or review from Planning & Zoning for the correct setback, which would be 10 feet from the side property line. As requested at this meeting, you will need to submit an accurate site plan to legalize the current construction of the east property line and obtain planning and zoning approval. A stop work notice is currently in effect on the above permits. You may contact Dave Hardy at (707)565-1900 for any requirements or clarification. The fire safe standard plan review will be completed when the building required setback has been established at the east property line. Any questions please call me at (707)565-3720.

Chuck Jones
Supervising Building Inspector

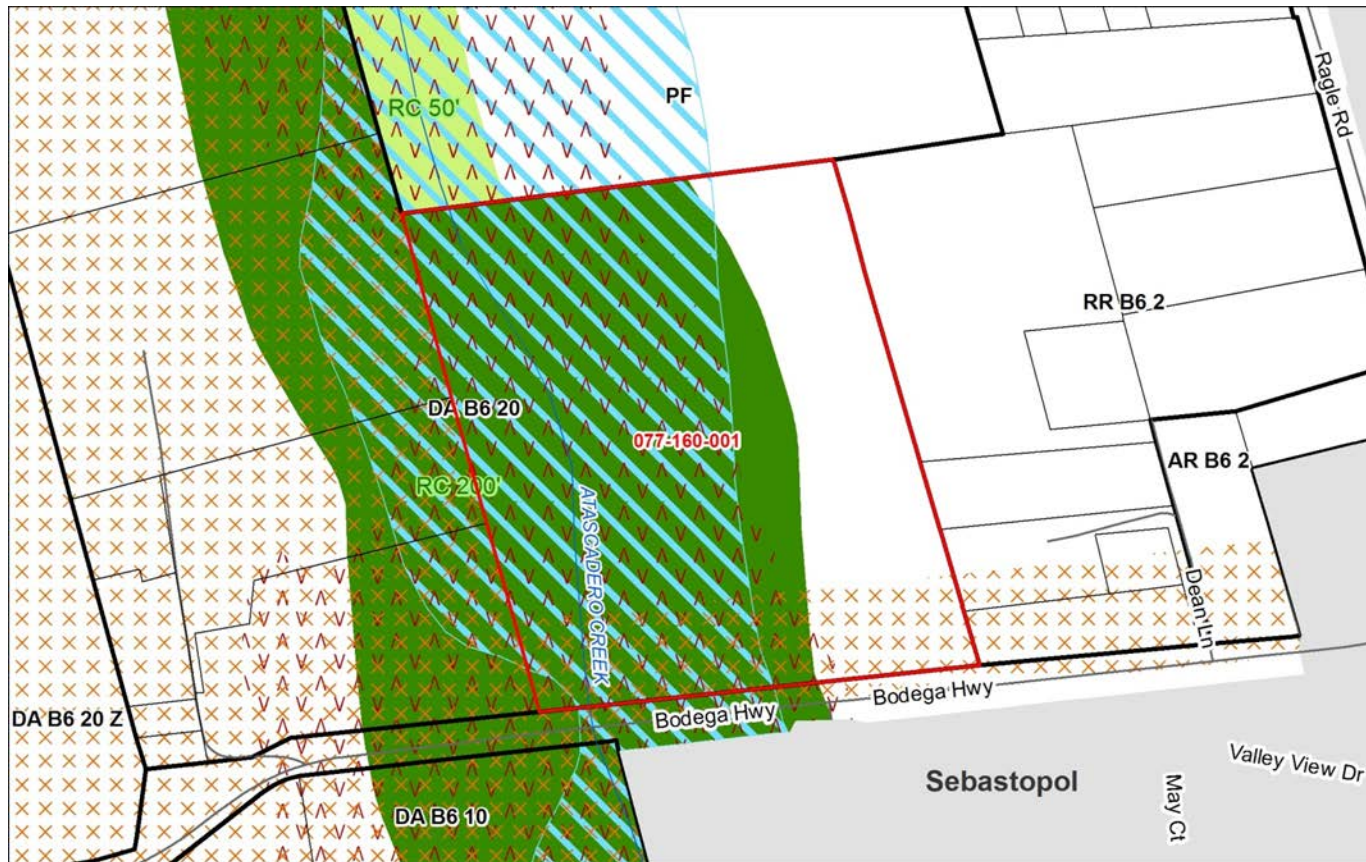
cc: Dave Hardy
Jerry Faddis

CJ/jb

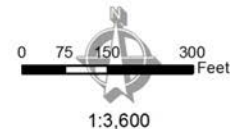
UPE1 5-0062, 87398 Bodega Avenue,
Sebastopol



Zoning and Combining District



Zoning and Combining Districts



Site Plan Detail

Showing:

Original
location

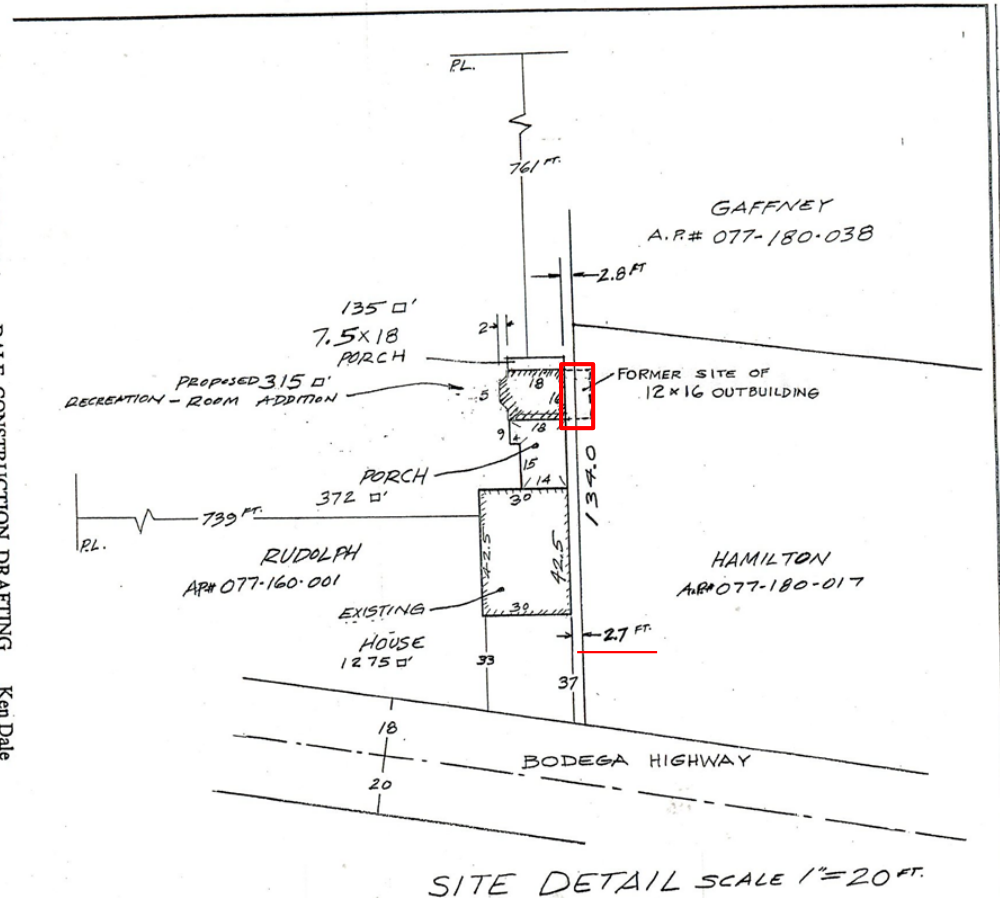
2.7 foot
setback.

Applicant has
been trying to
legalize this
location for
the structure
since 2009.

Owner: Beverly B. Rudolph
8398 Bodega Highway
Sebastopol, CA 95465
A.P. # 077-160-001

DALE CONSTRUCTION DRAFTING
California State License 312819
1505 Gunview Road
Windsor, CA 95492-9427

Ken Dale
Office: (707) 395-0137
Cellular: (707) 292-0040



History

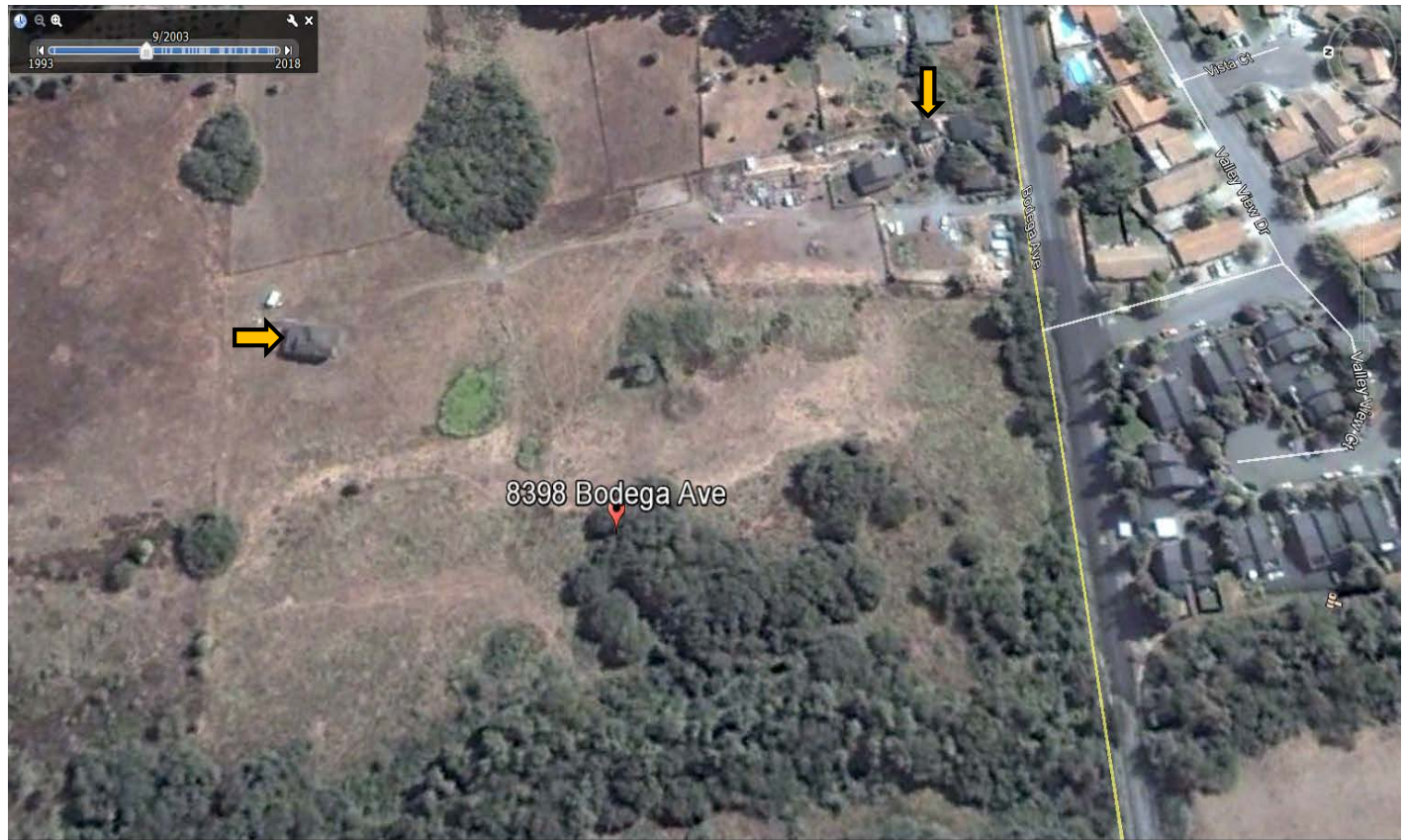
- May 1989: Applicant purchases property
- Twenty code violation complaints since purchase – a number of these remain unresolved
- May 1992: Permit issued for temporary storage of historic house
- September 2002: Permit issued for foundation under shed and existing house
- January 2006: Survey indicates shed is located over property line

History (continued)

- Summer 2006: Unpermitted relocation of shed 3 feet to west
- September 2006 Permit Sonoma issues stop work order
- September 2009: Applicant Use Permit approved for a reduced side yard setback
- August 2013: Use Permit expires without any substantial progress towards conditions of approval
- February 2016: New Use Permit approved. Applicant appeals approval to Board

Google Earth

**The
Victorian
and the
Shed in
September
2003.**



Current Use Permit

- The permit was granted February 8, 2016
- The Board of Zoning Adjustments requested immediate action on finalizing construction and resolving the issues
- Very little progress has been made by the applicant to comply with the conditions of approval
- The neighbors have been subjected to a looking at a blue tarp covered structure for over 10 years

Google Earth

**Current status
of the
proposed
Recreation
Room.**

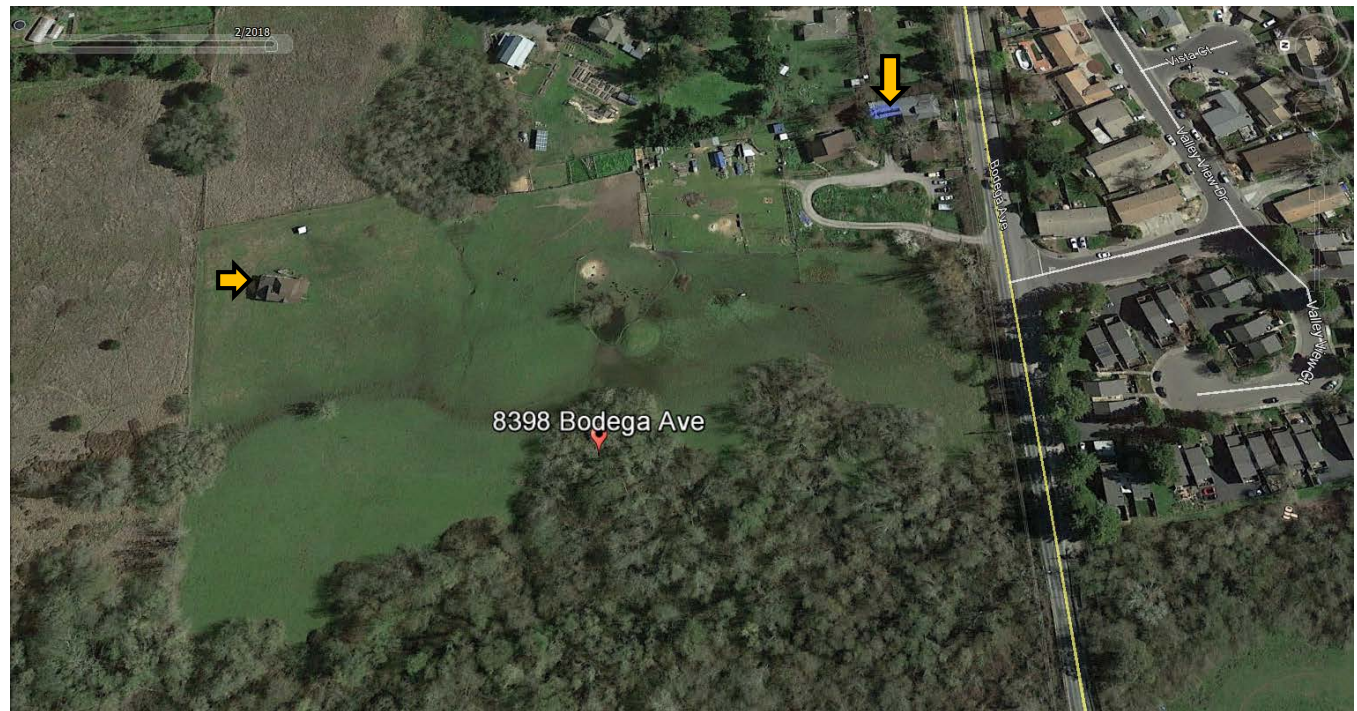
**February
2018**



Google Earth

**The Victorian
and the
“shed” now
Recreation
Room.**

**February
2018**



Conclusion

- The applicant has had ten years to complete this project
- She has applied for and received two Use Permits
- She appealed her last approval
- She has failed to complete construction in the time specified and has not paid the at-cost fees to bring the appeal to the Board of Supervisors
- There are open code enforcement violations that remain unresolved

Recommendation

- Deny the appeal.

Questions?





County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 56
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: January 8, 2019

Vote Requirement: Majority

Department or Agency Name(s): Permit Sonoma

Staff Name and Phone Number:

Amy Lyle 565-7389

Supervisorial District(s):

All

Title: Zoning Code Amendments for Farmstays, Hosted Rentals, and Marketing Accommodations in Agricultural Zones

Recommended Actions:

Hold a public hearing and at the conclusion of the hearing find the proposed ordinance exempt from CEQA and adopt the ordinance amending Chapter 26 of the Sonoma County Code to expand opportunities for hosted rentals and amend standards for agricultural farmstays and marketing accommodations in the three agricultural zones.

Executive Summary:

The Planning Commission recommends that the Board adopt the proposed ordinance amending the Zoning Code to allow hosted rentals in the Land Intensive Agriculture zone and amending standards for agricultural farmstays and marketing accommodations in the three agricultural zones (LIA, LEA, and DA).

Discussion:

The Planning Commission recommended the following amendments to the Zoning Code that would expand opportunities for visitor serving uses and align standards with policies for uses in agricultural zones. These actions will provide additional income opportunities for farm operators, while ensuring consistency with the General Plan.

1. Hosted rentals. The proposed ordinance would add hosted rentals as a permitted use in the Land Intensive Agriculture (LIA) zone. Hosted rentals are already allowed within the Diverse Agriculture (DA) and Land Extensive Agriculture (LEA) zones. Hosted rentals require that the owner remain in the residence, which encourages greater compatibility with onsite agricultural operations.
2. Marketing accommodations. The proposed ordinance would amend the standards for private marketing accommodations to align with other transient uses and also restrict the size of the unit, kitchens, and the number of accommodations allowed per operation. Marketing

accommodations are overnight accommodations for distributors, investors or other industry representatives in promotion of the on-site production or processing. They require a use permit and must meet all required standards.

3. Farmstays. The proposed ordinance would provide additional flexibility by allowing the farmstay within a dwelling other than the main home. Add an additional standard requiring an Agricultural Promotion Plan as part of the farmstay zoning permit application. Farmstays function as a hosted rentals but must be directly related to agriculture and must promote agricultural products.
4. Vacation Rentals. Do not allow new vacation rentals within the LIA zone. Existing permitted vacation rentals within this zone can continue and under existing regulations will expire on sale or transfer of the property. A vacation rental allows the transient use of a permanent dwelling unit.

Background

On November 9, 2010, the Board of Supervisors adopted a vacation rental ordinance which established permit requirements and operating standards for vacation rentals within residential and agricultural zoning districts, except for the Land Intensive Agriculture (LIA) zone. The LIA zoning district was not included in those zoning code amendments because General Plan policies prohibit these uses within intensive farming areas.

On January 31, 2012, the Board of Supervisors adopted standards and permit requirements for agricultural farmstays. The Board also adopted an exception to allow staff to approve vacation rental permits for a two-year period within the LIA zoning district in order to legalize existing vacation rentals that did not qualify for farmstays. The Board also directed staff to consider a General Plan Amendment to allow vacation rentals within the LIA zoning district.

On April 15, 2014, the Board adopted an Ordinance to extend the exception for vacation rental permits in the LIA zoning district for an additional two years (expired April 15, 2016).

On March 15, 2016, the Board of Supervisors adopted revisions to the existing Vacation Rental Ordinance and amended the two agricultural zoning districts for Diverse Agriculture (DA) and Land Extensive Agriculture (LEA) to allow “hosted rentals,” previously classified as a “one-room bed and breakfast inn” in the zoning code.

Planning Commission Action

On July 12th the Planning Commission held a public hearing and took straw votes on issues related to overnight accommodations on agricultural land, as listed above. The Commission took straw votes on the policy options provided for farmstays (3-1-1), hosted rentals (4-0-1), and vacation rentals (4-0-1).

The Commission asked staff to revise standards for marketing accommodations and to provide information on the location of existing accommodations, how they are currently operated, and

additional policy options for consideration. They agreed that standards for marketing accommodations were needed, but did not agree on whether they should be allowed for transient use due to concerns of adding more commercial activity in agricultural areas.

On September 6, 2018 the Planning Commission held an additional public hearing to consider the new information and marketing accommodations amendments. Staff provided additional information including information on existing accommodations, enforcement activity, and an array of policy options. The Commission discussed the potential for existing dwelling units to convert to marketing accommodations and if the regulations should restrict such conversion. The Commission also questioned the need for marketing accommodations in light of the farmstay ordinance. Ultimately they voted 3-2 to recommend allowing flexibility on conversion of existing dwellings with a size limit of 640 square feet, restricting conversions of affordable and farmworker housing units, and adopting staff-recommended performance standards for marketing accommodations.

ENVIRONMENTAL DETERMINATION

The proposed amendments are exempt from the California Environmental Quality Act (CEQA) pursuant to Cal. Code Regulations, title 14 §§ 15301 (Existing Facilities), 15305 (minor alterations in land use limitations) and 15061(b)(3) (exempting activities where it can be seen with certainty that there is no possibility that the activity may have an adverse effect on the environment). Implementation of the regulations does not increase residential density or the intensity of use as the standards adopted herein are consistent with otherwise allowable agricultural and residential uses.

Prior Board Actions:

- March 15, 2016: Vacation rental ordinance amendment was adopted to allow hosted rentals in DA and LEA.
- On April 15, 2014: Ordinance adopted to extend exception for vacation rental permits in LIA for 2 years.
- January 31, 2012: Adopted exception allowing vacation rental permits in LIA for 2 years.
- November 9, 2010: Vacation Rental Ordinance adopted

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Allowing hosted rentals and other agriculturally related overnight accommodations will provide additional income opportunity for farmers while supporting agricultural land preservation and production. Amending zoning code standards will provide regulatory consistency and clarity for applicants and staff.

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: Board of Supervisors Ordinance Exhibit A: Agricultural Farmstays Exhibit B: Marketing Accommodations Attachment B: July 12, 2018 Planning Commission Staff Report with Attachments Attachment C: July 12, 2018 Draft Planning Commission Minutes Attachment D: July 20, 2018 Planning Commission Memo Attachment E: September 6, 2018 Planning Commission Memo Attachment F: September 6, 2018 Planning Commission Resolution			

Attachment G: September 6, 2018 Draft Planning Commission Minutes

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 26 (ZONING ORDINANCE) OF THE
SONOMA COUNTY CODE TO ALLOW HOSTED RENTALS WITHIN LAND INTENSIVE
AGRICULTURE ZONING DISTRICTS, REVISE STANDARDS RELATED TO FARMSTAYS,
AND CODIFY STANDARDS FOR MARKETING ACCOMMODATIONS IN AGRICULTURAL
ZONING DISTRICTS**

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

SECTION I. Existing Section 26-88-085 (Agricultural Farmstays) is amended to delete the current text in its entirety and add new text as set forth in Exhibit A.

SECTION II. New Section 26-88-086 (Marketing Accommodations) is added to read as set forth in Exhibit B.

SECTION III. Section 26-04-010 (LIA Land Intensive Agriculture—Permitted Uses) is amended to add the following new subsection:

- (p) Hosted rentals subject to issuance of a zoning permit in compliance with Section 26-88-118 (Hosted Rentals and Bed and Breakfast Inns),

SECTION V. Section 26-08-020 (DA Diverse Agriculture – Uses permitted with a use permit) is amended to replace the existing text of subsection (k) to read as follows:

- (k) Marketing Accommodations in compliance with Section 26-88-086;

SECTION IV. Sonoma County Code Section 26-04-020 (LIA Land Intensive Agriculture—Uses permitted with a use permit) is amended to replace the existing text of subsection (j) to read as follows:

- (j) Marketing Accommodations in compliance with Section 26-88-086;

SECTION V. Sonoma County Code Section 26-06-020 (LEA Land Extensive Agriculture—Uses permitted with a use permit) is amended to replace the existing text of subsection (k) to read as follows:

- (k) Marketing Accommodations in compliance with Section 26-88-086;

SECTION VI. The Board of Supervisors hereby finds and declares that the project is exempt from the California Environmental Quality Act pursuant to Cal. Code Regulations, title 14, Section 15301 (existing facilities), Section 15305 (minor alterations in land use limitations) and 15061(b)(3) exempting activities where it can be seen with certainty that there is no possibility that the activity may have an adverse effect on the environment.

SECTION VII. 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 VIII. This Ordinance shall be and the same is hereby declared to be in full force and effect on and after thirty (30) days after the date of its passage, and shall be published once before the expiration of fifteen (15) days after passage, with the names of the Supervisors voting for or against the same, in a newspaper of general circulation published in the County of Sonoma, State of California.

SECTION IX. In regular session of the Board of Supervisors of the County of Sonoma, passed and adopted this eighth day of January, 2019, on regular roll call of the members of said Board by the following vote:

SUPERVISORS:

Gorin: ___ Zane: ___ Gore: ___ Hopkins: ___ Rabbitt: ___

Ayes: _____ Noes: _____ Absent: _____ Abstain: _____

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

SO ORDERED.

Chair, Board of Supervisors
County of Sonoma

ATTEST:

Sheryl Bratton
Clerk of the Board of Supervisors

Article 88. - General Exceptions and Special Use Standards.

Sec. 26-88-085. – Agricultural farmstays

(a) Agricultural farmstays shall be permitted only in compliance with the requirements and standards of this section and all other requirements of the applicable zoning district, subject to the issuance of a zoning permit. The ~~term of the~~ zoning permit shall expire upon sale or transfer of the property or upon the owners moving their primary residence off the property, unless there is a tenant farmer continuing to operate the farm and farmstay.

(b) Performance Standards.

(1) Where Allowed. Agricultural farmstays shall only be located on parcels and be part of an agricultural enterprise that produces commercial agricultural products as its primary source of income. The agricultural farmstay lodging and meals shall be incidental and secondary to the primary agricultural operation.

(2) Dwellings Allowed. Agricultural farmstays shall be provided in a legally established the primary residence or guest house as defined in Section 26-02-040 on the property. Agricultural farmstays, and not shall not be located with in agricultural employee housing, seasonal or year-round farmworker housing, farm family dwellings, or accessory second dwelling units. Tents and recreational vehicles ((RVs) are not allowed as a part of an agricultural farmstay. Only one (1) farmstay is allowed per agricultural enterprise in compliance with the permitted residential density.

(3) Owner/Operator in Residence. The owner, ~~or tenant farmer,~~ of the land on which an agricultural farmstay facility is located, or a tenant farmer, shall reside on the property. A homeowner's exemption from property tax or lease agreement ~~shall~~ may constitute evidence of this requirement.

(4) Maximum Number of Bedrooms and Guests. Agricultural farmstay establishments may have a maximum of five (5) ~~guest~~ bedrooms or sleeping rooms. The maximum overnight occupancy for agricultural farmstays shall be two (2) persons per sleeping room or bedroom. ~~(except c) Children under three (3) years of age shall not be counted toward occupancy.)~~ If a lower limit is stated on the applicable septic permit, the maximum overnight occupancy shall be that stated on the septic permit.

(5) Food Service. An agricultural farmstay facility may serve food or meals at any time, but only to registered guests. ~~and may serve meals at any time.~~ The price of food shall be included in the price of the lodging. An agricultural farmstay facility that serves food shall maintain a food facility permit as required by the Health and Safety Code.

(6) Agricultural Promotion. The operator of the farmstay establishment shall engage in a program of agricultural promotion and guest education regarding the agricultural activities on-site and in the area, which and may include active participation in the on-site agricultural activities as part of the consideration for the lodging. An Agricultural Promotion Plan shall be prepared and submitted with the farmstay application.

(7) Noise Limits. All activities associated with the agricultural farmstay shall meet the General Plan noise standards contained ~~below~~ in Table NE-2 and Policy NE-1c of the General Plan Noise Element.

Hourly Noise Metric ¹	dBA Activity Hours	Quiet Hours
L50 (30 minutes in any hour)	50	45
L25 (15 minutes in any hour)	55	50
L08 (5 minutes in any hour)	60	55
L02 (1 minute in any hour)	65	60

~~The sound level exceeded n% of the time in any hour. For example, the L50 is the value exceeded fifty percent (50%) of the time or thirty (30) minutes in any hour; this is the median noise level. The L02 is the sound level exceeded one (1) minute in any hour.~~

(8) ~~Special~~-Events. Non-agricultural activities, ~~or agricultural promotional events and/or cultural special~~ events that involve more than the registered farmstay guests are not allowed, except that occasional cultural ~~or special~~ events, such as parties, weddings or other similar activities may be permitted ~~only~~ with a special-cultural event zoning permit up to four (4) times per year, but for no more than two years in a row.

(9) Septic Systems and Sewer Connections. The owner shall maintain a properly functioning and suitably sized septic system or sewer connection for the farmstay. In some cases, a per-room sewer fee may be applied.

(10) Transient Occupancy Tax. The agricultural farmstay owner shall maintain a transient occupancy tax (TOT) license and remain current on all required TOT reports and payments. The owner or authorized agent shall include the TOT certificate number on all contracts or rental agreements, and in any advertising or websites.

Article 88. - General Exceptions and Special Use Standards.

Sec. 26-88-086. Marketing Accommodations

- (a) Purpose. This section provides standards for permitting of private marketing accommodations for use by distributors, investors, partners and owners of the processing facility for short term occupancy related to the agricultural operation. These standards are intended to ensure that marketing accommodations are compatible with and do not adversely impact surrounding agricultural uses.
- (b) Applicability. Marketing Accommodations shall only be located on parcels where the use promotes or markets agricultural products processed on the site and complies with applicable policies of the General Plan Agricultural Resource Element. Marketing accommodations shall not be permitted within accessory dwelling units, or in structures with County covenants or agreements restricting their use including, but not limited to, affordable housing units, agricultural employee units, farmworker housing, or farm family units.
- (c) Where Allowed. Marketing accommodations are allowed in agricultural and resource zones. Marketing Accommodations are not allowed on properties where hosted rentals or vacation rentals are present.
- (d) Maximum Number of Units. No more than two marketing accommodation units are allowed per winery operation or processing operation.
- (e) Size of Unit. Each marketing accommodation shall not exceed 640 square feet in size and shall not include a kitchen.
- (f) Performance Standards
 - (1) No Commercial Use. Marketing accommodations shall not be rented for transient occupancy or used commercially as part of direct to consumer promotions.
 - (2) Noise Limits. All activities associated with the marketing accommodation shall meet the standards contained in Table NE-2 and Policy NE-1c of the General Plan Noise Element.
 - (3) Structures. Tents, yurts, RVs, and other provisions intended for temporary occupancy are not allowed as a part of a marketing accommodation.
 - (4) Affordable Housing. Marketing accommodations shall not be permitted within accessory dwelling units, nor in structures or dwellings with county covenants or agreements restricting their use including but not limited to affordable housing units, agricultural employee units, or farmworker housing.
 - (5) Temporary Structures Prohibited. Tents, yurts, RVs, and other provisions intended for temporary occupancy are not allowed as a part of a marketing accommodation.
 - (6) Williamson Act. Any such use on a parcel under a Williamson Act contract must establish that the marketing accommodation is consistent with Government Code Section 51200 et seq. (the Williamson Act) and local rules and regulations.



Sonoma County Planning Commission **STAFF REPORT**

Sonoma County Permit and Resource Management Department

2550 Ventura Avenue, Santa Rosa, CA 95403

(707) 565-1900 FAX (707) 565-1103

FILE: PLP16-0011
DATE: July 12, 2018
TIME: 2:30
STAFF: Vanessa Starr, Comprehensive Planning

Board of Supervisors Hearing will be held at a later date and will be noticed at that time.

SUMMARY

Applicant: County of Sonoma

Location: Countywide
APNs: Various Supervisorial District No.: All

Subject: Farm Stays, Hosted Rentals, and Marketing Accommodations in the three Agricultural Zones (LIA, LEA, and DA). Consider a General Plan Amendment to allow Vacation Rentals in LIA zone.

PROPOSAL: Amend the zoning code to allow hosted rentals, agricultural farmstays and marketing accommodations in the three agricultural zones (LIA, LEA, and DA). Do not amend the General Plan to allow vacation rentals, but allow existing permitted vacation rentals to be recognized and run with the land with a minor use permit.

Environmental Exempt from the California Environmental Quality Act pursuant to Cal. Code Regulations, title 14, §§ 15301 (existing facilities), 15305 (minor alterations in land use limitations) and 15061(b)(3) (exempting activities where it can be seen with certainty that there is no possibility that the activity may have an adverse effect on the environment).

General Plan: Land Intensive Agriculture (LIA), Land Extensive Agriculture (LEA), and Diverse Agriculture (DA)

Specific/Area Plan: Various

Land Use:

Ord. Reference: Vacation Rental Ordinance No. 5908
Economic Stimulus Ordinance No. 6063
Farmstays Ordinance No. 5964
Exception to Allow Vacation Rentals in LIA for two years, Ord No. 5965
Extension of the Exception Ordinance for additional two years, Ord No. 6063

Zoning: Chapter 26, Article 4 (Land Intensive Agriculture)

Chapter 26, Article 6 (Land Extensive Agriculture)
Chapter 26, Article 8 (Diverse Agriculture)
Chapter 26, Article 88, Section 120 (Vacation Rentals)

RECOMMENDATION:

Recommend that the Board of Supervisors amend the zoning code to expand opportunities for hosted rentals, agricultural farmstays, and marketing accommodations in the three agricultural zones. Continue to prohibit new vacation rentals in the Land Intensive Agriculture (LIA) zone, but allow the existing permitted vacation rentals the option to apply for a minor use permit that would allow them to run with the land, rather than expire upon transfer of ownership.

ANALYSIS

Executive Summary:

Staff is proposing amendments to the zoning code that would expand opportunities for visitor serving uses in agricultural zones and additional income for farm operators, while ensuring consistency with the General Plan. The Sonoma County General Plan encourages visitor-serving uses in all agricultural land use categories that directly support agricultural production activities in the area. The Sonoma County General Plan also classifies bed and breakfasts of five or fewer bedrooms and campgrounds of up to 30 sites as recreational uses that are only permitted in the Land Extensive Agriculture (LEA) and Diverse Agriculture (DA) zones.

Staff is recommending the following changes to the zoning code regulations for the following uses:

1. Agricultural farmstays. Remove the requirement that the primary income be from agricultural operations and that the farmstay be located within the primary residence with the farmer in residence.
2. Hosted rentals. Add hosted rentals as a permitted use in the Land Intensive Agriculture (LIA) zone.
3. Marketing accommodations. Remove the restriction on renting out private marketing accommodations by allowing for visitor serving (transient) use in all three agriculture zones with some limitations.
4. Vacation rentals. Do not allow new vacation rentals in the LIA, but enable existing permitted vacation rentals to apply for a minor use permit that runs with the land to allow for the transfer or sale of the use. Existing vacation rentals that do not apply for the use permit will be able to continue operating under their zoning permit that will expire upon sale or transfer of the property.

These recommended changes are consistent with the current Sonoma County General Plan and will allow an opportunity to review policies related to protection of agricultural resources and visitor serving use during the upcoming update of the Sonoma County General Plan.

Background:

On November 9, 2010, the Board of Supervisors adopted a vacation rental ordinance (Ord No. 5908) which established permit requirements and operating standards for vacation rentals in certain zoning districts, except for the Land Intensive Agriculture (LIA) zone. The LIA zoning district was not included in those zoning code amendments because General Plan policies prohibit these uses within intensive farming areas, allowing only visitor-serving uses that are directly related to the agricultural operations.

On January 31, 2012, the Board of Supervisors adopted standards and permit requirements for agricultural farmstays. The zoning code currently allows farmstays only in the primary residence and the

farm operator must reside in that residence. At this time, the Board also updated the Uniform Rules for Agricultural Preserves, which prohibits vacation rentals and bed and breakfast inns on lands under a Land Conservation Act (Williamson Act) contract, but allows farmstays and marketing accommodations, because they are directly related to agricultural production.

At that time, the Board also adopted an exception to allow staff to approve vacation rental permits for a two-year period within the LIA zoning district in order to legalize existing vacation rentals that did not qualify for farmstays. The Board also directed staff to consider a General Plan Amendment to allow vacation rentals within the LIA zoning district.

On April 15, 2014, the Board adopted an Ordinance (No. 6063) to extend the exception for vacation rental permits in the LIA zoning district for an additional two years (expired April 15, 2016).

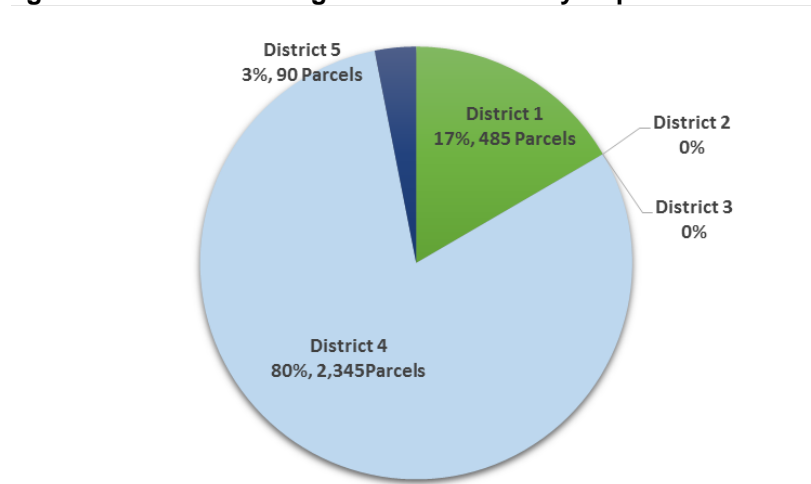
On March 15, 2016, the Board of Supervisors adopted revisions to the existing Vacation Rental Ordinance and amended the two agricultural zoning districts for Diverse Agriculture (DA) and Land Extensive Agriculture (LEA) to allow “hosted rentals”, previously classified as a “one-room bed and breakfast inn” in the zoning code. Hosted rentals are the rental of a single bedroom or sleeping area where the owner remains in residence throughout the rental period.

The LIA zoned lands are the County’s highest agricultural production areas and comprise of 27 percent of the total agricultural land in the County. The majority (80 percent) of LIA zoned lands are within the 4th Supervisorial District, 17 percent in the 1st District, and only 3 percent in the 5th District. Since 2012, staff has approved 62 vacation rentals within the LIA zoning district under the exception ordinances. On LIA zoned properties, there are 52 vacation rentals located in the 4th Supervisorial District, 9 in the 1st District, and 1 application in the 5th District. Of these, 37 vacation rentals are located on parcels of less than 5 acres; 14 vacation rentals are between 5 and 10 acres; and 11 vacation rentals are located on parcels larger than 10 acres.

Figure 1: Existing Vacation Rental Permits Approved Within Land Intensive Agriculture

Parcel Size	Number of Parcels	Number of Approved Permits
Under 2 acres	659	19
2-5 acres	443	18
5-10 acres	395	14
Over 10	1,458	11
Total	2,955	62

Figure 2: Percentage of Land Intensive Agriculture Parcels by Supervisorial District



DISCUSSION OF ISSUES

Issue 1: Protection of Agricultural Land

The Agricultural Resources Element was added to the General Plan in 1989. A primary goal of the Sonoma County General Plan is to protect agricultural resources and lands. LIA zoned properties are considered to have the highest production per acre of land due to the soil types, climate and availability of water for irrigation. The General Plan includes policies that limit lodging and other types of recreational and visitor serving uses in LIA zoning districts to those, which are directly related to agricultural production.

The primary policy issue to consider is compatibility of non-agricultural uses in intensive farming areas and the potential displacement of farm-related housing. In order to ensure land use compatibility with agriculture, and the maintenance of housing stock for farm related uses, the existing General Plan policies discourage uses unrelated to agricultural operations, such as vacation rentals, but allows for farm stays and marketing accommodations that are directly related to the agricultural use.

The following General Plan policies are pertinent to the vacation rental issue:

Objective AR-2.4: *Reduce economic pressure for conversion of agricultural land to non-agricultural use.*

Policy AR-4a: *The primary use of any parcel within the three agricultural land use categories shall be agricultural production and related processing, support services, and visitor serving uses. Residential uses in these areas shall recognize that the primary use of the land may create traffic and agricultural nuisance situations, such as flies, noise, odors, and spraying of chemicals.*

Objective AR-6.2: *Permit visitor serving uses in all agricultural land use categories if they support and do not adversely affect the agricultural production activities of the area. Bed and breakfast inns of five or fewer rooms, and campgrounds of up to 30 sites, are permissible recreational uses only in the "Land Extensive Agriculture" and "Diverse Agriculture" categories, if they do not adversely affect the agricultural production activities of the area.*

Policy AR-6a: *Permit visitor serving uses in agricultural categories that promote agricultural production in the County, such as tasting rooms, sales and promotion of products grown or processed in the County, educational activities and tours, incidental sales of items related to local area agricultural products, and promotional events that support and are secondary and incidental to local agricultural production. Limit recreational uses to the "Land Extensive Agriculture" and "Diverse Agriculture" categories, specifically to bed and breakfast inns and campgrounds of 30 or fewer sites.*

Policy AR-6b: *Except as allowed by Policy AR-6a, prohibit new restaurants and lodging. Recognize existing restaurants or lodging facilities and those which were approved prior to adoption of this plan, but limit their expansion or intensification.*

Policy AR-6d: *Follow these guidelines for approval of visitor serving uses in agricultural areas:*

- (1) *The use promotes and markets only agricultural products grown or processed in the local area.*
- (2) *The use is compatible with and secondary and incidental to agricultural production activities in the area.*
- (3) *The use will not require the extension of sewer and water.*
- (4) *The use is compatible with existing uses in the area.*
- (5) *Hotels, motels, resorts, and similar lodging are not allowed.*

- (6) *Activities that promote and market agricultural products such as tasting rooms, sales and promotion of products grown or processed in the County, educational activities and tours, incidental sales of items related to local area agricultural products are allowed.*
- (7) *Special events on agricultural lands or agriculture related events on other lands in the Sonoma Valley Planning Area will be subject to a pilot event coordination program which includes tracking and monitoring of visitor serving activities and schedule management, as necessary, to reduce cumulative impacts.*

Policy AR-6f: *Local concentrations of visitor serving and recreational uses, and agricultural support uses as defined in Goal AR-5, even if related to surrounding agricultural activities, are detrimental to the primary use of the land for the production of food, fiber and plant materials and may constitute grounds for denial of such uses. In determining whether or not the approval of such uses would constitute a detrimental concentration of such uses, consider all the following factors:*

- (1) *Whether the above uses would result in joint road access conflicts, or in traffic levels that exceed the Circulation and Transit Element's objectives for level of service on a site specific and cumulative basis.*
- (2) *Whether the above uses would draw water from the same aquifer and be located within the zone of influence of area wells.*
- (3) *Whether the above uses would be detrimental to the rural character of the area.*

Land use in prime agricultural areas should be limited to only those uses that are required to support agricultural production. The Agricultural Resources Element only allows recreational uses that are directly related to, and are promotional of, agricultural production. Uses that can be accommodated in other non-prime agricultural areas are generally excluded. If higher value uses are allowed to encroach into farming areas, it may encourage conversion of agricultural lands to non-farm uses that could cause conflicts and discourage farming activities. Conflicts can become especially acute in areas where there are many substandard parcels (i.e. parcels that do not meet density or minimum lot size) such as in Dry Creek Valley. Both the Sonoma County General Plan and the California Land Conservation Act call for maintaining a minimum lot size of 10 acres in intensive farming areas.

Agricultural Preserves (Williamson Act)

Similarly, the County's Uniform Rules for Agricultural Preserves limit the type of uses on lands under a Land Conservation Act contract (Williamson Act) to those directly related to agricultural production and do not allow vacation rentals, but do allow farm stays and marketing accommodations with no commercial use. The County's Uniform Rules for Agricultural Preserves (Uniform Rules) and the California Land Conservation Act (Williamson Act) does not include vacation rentals as a "compatible use" and are therefore not allowed. Approximately 28 percent of LIA parcels (845 out of 2,955 parcels) are under a Land Conservation Act Contract.

On November 18, 2015, the California Department of Conservation issued a guidance letter (Attachment A) regarding vacation rentals on land restricted under Land Conservation Act contracts. The letter states "*The Department recommends that any short term vacation rentals of the principle residence be limited in scope, and be allowable only if the landowner is on site to manage the agricultural operations.*" This guidance is consistent with the County's Uniform Rules, General Plan policies, and zoning regulations, which only allow farmstays, and marketing accommodations on LIA zoned properties.

Issue 2: Overnight Accommodations on LIA Lands

General Plan policy currently restricts recreational and visitor-serving uses on LIA lands to agri-tourism uses that directly promote agricultural products and that are secondary and incidental to agricultural

production. General Plan Policy AR-6a (above) allows lodging, bed and breakfast inns, camping, and other recreational uses on a limited basis only in the Land Extensive Agriculture (LEA) and Diverse Agriculture (DA) zoning districts. The following table includes a comparison of uses as it pertains to this staff report.

Figure 3: Comparison of Agri-tourism Uses

Type of Use	Connection to Agriculture Required?	Allowed under Williamson Act?	Subject to Transient Occupancy Tax?	Permit Requirements	Approved Permits Countywide
Farmstay	Yes	Yes	Yes	Zoning Permit	8
Hosted Rental (B&B)	No	No	Yes	Zoning Permit	135
Marketing Accommodation	Yes	Yes	No commercial use of private guest accommodations is allowed	Use Permit (typically part of winery use permit application)	14
Vacation Rental	No	No	Yes	Zoning Permit	1,398

Farmstays

In January 2012, the Board of Supervisors updated the zoning ordinance (Ord No. 5962) to allow “farmstays” - a type of lodging that is directly related to and supports farming operations. The zoning code defines a farmstay as a “transient lodging accommodation containing five or fewer guestrooms in a single family dwelling or guest house, provided as part of the farming operation, with an on-site farmer in residence and that includes all meals provided in the price of the lodging.” The code allows agricultural farmstays with a zoning permit.

General Plan policy differentiates uses that directly support agriculture by specifically allowing “farmstays” and “promotional or marketing accommodations,” and by not allowing vacation rentals or bed and breakfast inns. A farmstay is similar to a bed and breakfast inn, but requires that the owner reside onsite and be engaged in the farming operation. The main difference between a vacation rental and a farmstay or marketing accommodation is that both the farmstay and marketing accommodation must be directly related to agriculture and must promote agricultural products.

As of February 2018, there have been 19 farmstay applications and 8 have been approved. Eleven of these applications for farmstays did not meet the requirements for primary income or the use was not located in the primary residence. Of those approved, 6 are located on LIA zoned properties, 5 of which are under Land Conservation (Williamson Act) Contracts.

To provide more opportunity for farmstays, staff recommends removing restrictions related to primary income and allow the farmer to reside in a separate residence. These amendments would expand opportunities for a farmstay to be established on a property with a lower value agricultural use. It would also provide more flexibility to allow the farmstay to be within a separate home on the property. The following shows the amendment to the zoning code in legislative style with strikeout of existing text and bold indicating added text. The full text of the section is attached as Exhibit A to the resolution.

Section 26-88-085 (b)

*(1) Where Allowed. Agricultural farmstays shall **only** be located on **a property that** ~~and be part of an agricultural enterprise that produces~~ **commercial** agricultural products as its primary source of*

~~income~~. The agricultural farmstay lodging and meals shall be incidental **and secondary** to the primary agricultural operation.

(2) Dwellings Allowed. Agricultural farmstays shall **only** be provided in ~~the primary~~ **a legally established** residence or guest house **as defined in Section 26-02-040** ~~on the property~~, and ~~provided it is~~ **shall not be located within** agricultural employee housing, seasonal or year-round farmworker housing, farm family dwellings, or accessory ~~second~~ dwelling units. Tents and recreational vehicles (RVs) are not allowed as a part of an agricultural farmstay. **Only one (1) farmstay is allowed per agricultural enterprise, in compliance with the allowed residential density.**

Promotional/Marketing Accommodations

Visitor serving uses were allowed in agricultural zones until adoption of the 1989 General Plan. In 1993 the zoning ordinance was updated to match the new Agricultural Resources policies and the three agricultural zoning districts were amended to allow “*promotional or marketing accommodations*.” The zoning code currently allows marketing accommodations with a use permit for private guests only, if the use meets certain criteria. These accommodations are differentiated from farmstays in that they generally do not have kitchens and are therefore not counted towards residential density. These units have been limited to no more than two per agricultural enterprise. They cannot be leased or rented for commercial use and therefore are not subject to the Transient Occupancy Tax (TOT). They were intended primarily for use as overnight accommodations for distributors, investors or other industry representatives.

Due to the increasing trends in agriculture to provide direct-to-consumer marketing and promotional activities, staff recommends expanding opportunities for the marketing accommodations to be rented for agri-tourism use similar to farm stays. Staff recommends allowing marketing accommodations that promote on-site production or processing, with TOT registration and payment with a use permit. The following changes to the existing standards for marketing accommodations are recommended as shown in Exhibit B to the resolution.

1. *The use promotes or markets agricultural products grown or processed on the site, The scale of the use is appropriate to the ~~production and/or~~ processing use on the site, and complies with General Plan Policies AR-6d and AR-6f;*
2. **No more than two marketing accommodations (rooms) are allowed per farm operation. Each marketing accommodation shall not exceed 640 square feet in size;**
3. **Marketing accommodations shall not include a kitchen and therefore do not affect residential density;**
4. ~~No commercial use of private guest accommodations is allowed;~~
5. **The property owner or authorized agent shall maintain a transient occupancy tax certificate and remain current on all required reports and payments. Owner or authorized agent shall include the certificate number on all contracts or rental agreements, and in any advertising or websites;**
6. **Marketing accommodations shall not be permitted within accessory dwelling units, nor in structures or dwellings with county covenants or agreements restricting their use including but not limited to affordable housing units, agricultural employee units, or farmworker housing;**
7. **Tents, yurts, RVs, and other provisions intended for temporary occupancy are not allowed as a part of a marketing accommodation;**
8. **Marketing accommodations are not allowed on properties where other overnight accommodations are provided, including hosted rentals, farmstays, or vacation rentals; and,**

9. *Any such use on a parcel under a Williamson Act contract must be consistent with Government Code Section 51200 et seq. (the Williamson Act) and local rules and regulations.*

Issue 3: Displacement of and Farm-Related Worker Housing

Sonoma County is experiencing a severe housing crisis with critical issues related to both affordability and low inventory, all of which has been exacerbated by the recent fires. The potential allowance of vacation rentals in the LIA zoning district has heightened concern regarding the potential conversion of permanent housing on agricultural land to non-farm uses.

Vacation rentals are currently prohibited from being located within an agricultural employee dwelling unit, farm family unit, accessory dwelling unit, or farm worker housing units (bunk houses). However, there are many LIA zoned parcels with older legal non-conforming units that do not carry the same protections as agricultural housing, and could be converted to vacation rentals. Farm family members, farm-related employees or employees of related agricultural support uses, such as wineries, vineyard management companies and the like, have historically occupied many of these housing units. Staff believes it is essential that they remain available for local farm-related housing and support uses, rather than allow conversion to visitor-serving uses.

The Sonoma County Community Development Commission has recently documented this type of housing displacement and the corresponding increase in rental costs. Rising rents in tourist areas have occurred throughout California and the nation due to the sharing economy of online rentals and many communities are struggling to maintain affordable housing. For these reasons, staff does not recommend changing the General Plan or Zoning to allow vacation rentals in intensive farming areas, but rather recommends expanding opportunities for additional income related to agricultural production, including marketing accommodations, farmstays, and hosted rentals. Existing vacation rental zoning permits that remain in good standing in the LIA zoning district would be allowed to continue operating until sale or transfer of the property.

Policy Options:

1. **Do not amend the General Plan but consider amending the LIA zone in the following ways:**

- A. **Allow existing vacation rentals to convert to use permits.** This option would allow owners with existing vacation rental permits in LIA zoning districts to apply for minor use permits in order for the vacation rental use to “run with the land” and be transferred or sold as a continuing use. The owner would be required to submit an application for a minor use permit and pay the fee (\$1,041). The application would be reviewed by a planner and noticed for 10 days. Members of the public would be able to respond to the notice and request a hearing for further review of any of the vacation rental permits. If a request for a hearing is received within the 10-day period, a staff report will be drafted and a planning commission hearing will be scheduled. If the use permit is not approved the zoning permit would remain in place but would expire upon sale or transfer of the property. Staff further recommends that the revised standards (below) be added to any use permits issued for vacation rentals in the LIA zone to provide greater compatibility with agricultural uses.
 - i. Include a Standard to Prohibit Events. Events are currently allowed in conjunction with vacation rentals with a use permit. Events on LIA zoned lands, usually related to tasting rooms, are allowed on a case by case basis with a use permit. The vacation rental exception ordinance adopted by the Board of Supervisors prohibited events in conjunction with a vacation rental. Restricting events as part of vacation rentals in LIA zoning districts would provide greater consistency with General Plan policy.

- ii. Require a Right to Farm Declaration and Agricultural Impact Easement. This would require vacation rental owners to acknowledge that farming activities take precedence through a Right-to-Farm Declaration and Agricultural Impact Easement. An agricultural impact easement protects the agricultural operator from damages related to agricultural operations.
- B. **Allow hosted rentals.** This option would not require a General Plan Amendment but would require an amendment to the LIA zoning district to allow hosted rentals. Hosted rentals require that the owner remain in the residence, which encourages greater compatibility with onsite agricultural operations.
- C. **Create more opportunities for farmstays.** This option would amend the farmstay ordinance to remove restrictions limiting the farmstay to the farmer's residence allowing a separate home to be used as a farmstay. This would also remove the associated income requirements.
- D. **Allow marketing accommodations to be rented for transient use-** This option would allow marketing accommodations to be rented for transient use with the following additional standards:
- i. Registration to pay Transient Occupancy Tax
 - ii. Limit accommodations from being located in accessory dwelling units and other restricted farm worker or affordable units.
 - iii. Limit to two accommodation units per farm operation not to exceed 640 square feet in total. No tents, yurts, RVs, and other provisions intended for temporary occupancy. No kitchens and the units are not counted towards density.
 - iv. Accommodations are not allowed on properties where another visitor serving use is present, including hosted rentals, farmstays, or vacation rentals.

2. Amend the General Plan to Allow Vacation Rentals

Property owners and real estate groups have advocated for amending the General Plan Land Use Element to allow vacation rentals in the LIA land use category with related amendments to the zoning code. Some argue that vacation rentals help support agri-tourism, allow people who are buying second homes for future retirement to rent them out part time, and allow owners greater economic flexibility. This option would require an amendment to the policy language in Objective 6.2 and Policy AR-6a

Staff Recommendation: Staff recommends **Option 1, A through D**, which would not change the General Plan policies, and continue to prohibit vacation rentals in the LIA zoning district. Staff recommends giving owners the opportunity to choose if they would like to continue operating with a zoning permit until the property is sold or transferred or apply for a minor use permit which could require a public hearing and neighborhood input. Staff recommends expanding opportunities for agri-tourism by allowing hosted rentals in the LIA zoning district. Both of these actions would include standards prohibiting events and requiring a Right to Farm Declaration and Agricultural Impact Easement.

Staff also recommends amending standards for farmstays and marketing accommodations to provide greater flexibility and opportunities in all three agricultural zones (LIA, LEA, and DA). All of these options have a clear connection to agriculture. These recommendations provide consistency with existing General Plan policies and would not require a General Plan Amendment, but allow greater flexibility for farmers to have added income.

Staff recommends the Commission adopt the attached Resolution recommending to the Board of Supervisors that no action be taken to amend the General Plan, but that zoning text amendments be adopted. If the Commission wishes to recommend a different option, or a combination of the above

options, then the Commission should provide direction to staff and continue the item in order to consider a revised resolution.

LIST OF ATTACHMENTS

Resolution

Draft Ordinance, with Exhibits:

Exhibit A Agricultural Farmstays

Exhibit B Marketing Accommodations

Attachment A: Letter from State Department of Conservation dated November 18, 2015

Resolution Number

County of Sonoma
Santa Rosa, California

July 12, 2018
PLP16-0011 Vanessa Starr

RESOLUTION OF THE PLANNING COMMISSION, COUNTY OF SONOMA, STATE OF CALIFORNIA, RECOMMENDING ADOPTION OF AMENDMENTS TO CHAPTER 26 OF THE SONOMA COUNTY CODE, TO ALLOW HOSTED RENTALS IN THE LAND INTENSIVE AGRICULTURE ZONING DISTRICT, REVISE COUNTYWIDE STANDARDS FOR AGRICULTURAL FARMSTAYS, ADD STANDARDS FOR MARKETING ACCOMMODATIONS

WHEREAS, Sonoma County General Plan policies prohibit most visitor-serving uses within the Land Intensive Agriculture (LIA) land use in order to protect prime agricultural land and preserve these areas for agricultural operations; and

WHEREAS, maximizing agricultural land preservation is necessary not only to maintain the local agricultural economy but also to ensure production of adequate, healthful, and nutritious food for residents of the county, state, and nation; and

WHEREAS, visitor serving accommodations such as farmstays and marketing accommodations, which provide a connection to the agricultural use on-site, are already allowed within the LIA zoning district; and

WHEREAS, on January 31, 2012, the Board of Supervisors adopted standards and permit requirements for agricultural farmstays; and

WHEREAS, on January 31, 2012, the Board also adopted an exception ordinance allowing vacation rental permits to be issued for a two-year period for parcels in LIA zoning districts to legalize existing uses that did not qualify for farmstays. The Board also directed staff to evaluate existing policy for consideration of vacation rentals within the LIA on a permanent basis; and

WHEREAS, on April 15, 2014, the Board of Supervisors adopted Ordinance No. 6063 to extend the allowance for vacation rentals in the LIA for an additional two years, expiring on April 15, 2016; and

WHEREAS, on March 15, 2016, the Board of Supervisors adopted revisions to the existing Vacation Rental Ordinance, along with "hosted rentals," previously known as a "one-room bed and breakfast inn;" and

WHEREAS, on December 13, 2011, by Resolution Number 11-0678, the Sonoma County Board of Supervisors adopted updated Uniform Rules for Agricultural Preserves and Farmland Security Zones ("Uniform Rules") to govern local administration of the County's agricultural preserve program;

WHEREAS, in accordance with applicable provisions of law, the Planning Commission held a public hearing on July 12, 2018, at which time the Commission heard and received all relevant testimony and evidence presented orally or in writing regarding the proposed legislation. All interested persons were given an opportunity to hear and be heard regarding the proposal; and

WHEREAS, the Planning Commission has had an opportunity to review this Resolution and finds that it accurately sets forth the intentions of the Commission regarding the proposal; and

WHEREAS, it is the determination of the Department that the adoption of the proposed regulations is exempt from the California Environmental Quality Act (CEQA) pursuant to Cal. Code Regulations, title 14 §§ 15301 (Existing Facilities), 15305 (minor alterations in land use limitations) and 15061(b)(3) (exempting activities where it can be seen with certainty that there is no possibility that the activity may have an adverse effect on the environment). Implementation of the regulations does not increase

residential density or the intensity of use as the standards adopted herein are consistent with otherwise allowable agricultural and residential uses.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission does make the following findings:

1. The proposed amendments to the Zoning Code exempt from CEQA review under the CEQA Guidelines Section 15301 (Existing Facilities), Section 15305 (Minor Alterations) and Section 15061(b)(3) (exempting activities where it can be seen with certainty that that there is no possibility that the activity may have an adverse effect on the environment).
2. The proposed amendments to the Zoning Code are consistent and compatible with the Agriculture Resources Element of the Sonoma County General Plan for the following reasons:
 - a. They reduce economic pressure for conversion of agricultural land to non-agricultural uses as set forth in Objective AR-2.4; and
 - b. They encourage agriculture related visitor serving uses as set forth in Policy AR-4a; and
 - c. They promote agricultural production of products grown or processed in the County as set forth in Policy AR-6a; and
 - d. They follow the guidelines for approval of visitor serving uses in agricultural areas as set forth in Policy AR-6d.

BE IT FURTHER RESOLVED that the Planning Commission recommends that the Board of Supervisors adopt the proposed amendments to Chapter 26 of the Sonoma County Code.

BE IT FURTHER RESOLVED that the Planning Commission designates the Secretary of the Planning Commission as the custodian of the documents and other material which constitute the record of proceedings upon which the decision herein is based. These documents may be found at the office of the Sonoma County Permit and Resource Management Department, 2550 Ventura Avenue, Santa Rosa, CA 95403.

THE FOREGOING RESOLUTION was introduced by Commissioner _____, who moved its adoption, seconded by Commissioner _____, and adopted on roll call by the following vote:

Commissioner
Commissioner
Commissioner
Commissioner
Commissioner

Ayes: Noes: Absent: Abstain:

WHEREUPON, the Chairman declared the above and foregoing Resolution duly adopted; and

SO ORDERED.

ORDINANCE NO.

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA, AMENDING CHAPTER 26 (ZONING ORDINANCE) OF THE SONOMA COUNTY CODE TO ALLOW HOSTED RENTALS WITHIN LAND INTENSIVE AGRICULTURE ZONING DISTRICTS, REVISE STANDARDS RELATED TO FARMSTAYS, AND CODIFY STANDARDS FOR MARKETING ACCOMMODATIONS IN AGRICULTURAL ZONING DISTRICTS

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

SECTION I. Existing Section 26-88-085 (Agricultural Farmstays) is amended to delete the current text in its entirety and add new text as set forth in Exhibit A.

SECTION II. New Section 26-88-086 (Marketing Accommodations) is added to read as set forth in Exhibit B.

SECTION III. Section 26-04-010 (LIA Land Intensive Agriculture—Permitted Uses) is amended to add the following new subsection:

- (p) Hosted rentals subject to issuance of a zoning permit in compliance with Section 26-88-118 (Hosted Rentals and Bed and Breakfast Inns),

SECTION V. Section 26-08-020 (DA Diverse Agriculture – Uses permitted with a use permit) is amended to delete the existing text of subsection (k) and add new text to read as follows:

- (k) Marketing Accommodations in compliance with Section 26-88-086;

SECTION IV. Sonoma County Code Section 26-04-020 (LIA Land Intensive Agriculture—Uses permitted with a use permit) is amended to delete the existing text of subsection (j) and add new text to read as follows:

- (j) Marketing Accommodations in compliance with Section 26-88-086;

SECTION V. Sonoma County Code Section 26-06-020 (LEA Land Extensive Agriculture—Uses permitted with a use permit) is amended to delete the existing text of subsection (k) and add new text to read as follows:

- (k) Marketing Accommodations in compliance with Section 26-88-086;

SECTION VI. Exhibits A and B are incorporated herein by reference.

SECTION VII. The Board of Supervisors hereby finds and declares that the project is exempt from the California Environmental Quality Act pursuant to Cal. Code Regulations, title 14, §§ 15301 (existing facilities), 15305 (minor alterations in land use limitations) and 15061(b)(3) (exempting activities where it can be seen with certainty that there is no possibility that the activity may have an adverse effect on the environment).

SECTION VIII. 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 IX. This Ordinance shall be and the same is hereby declared to be in full force and effect on and after thirty (30) days after the date of its passage, and shall be published once before the expiration of fifteen (15) days after passage, with the names of the Supervisors voting for or against the same, in a newspaper of general circulation published in the County of Sonoma, State of California. In regular session of the Board of Supervisors of the County of Sonoma, passed and adopted this ___ day of ___, 2018, on regular roll call of the members of said Board by the following vote:

SUPERVISORS:

Gorin: ___ Rabbitt: ___ Zane: ___ Hopkins: ___ Gore: ___

Ayes: ___ Noes: ___ Absent: ___ Abstain: ___

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

SO ORDERED.

Chair, Board of Supervisors
County of Sonoma

ATTEST:

Sheryl Bratton
Clerk of the Board of Supervisors

Article 88. - General Exceptions and Special Use Standards.

Sec. 26-88-085. – Agricultural farmstays

(a) Agricultural farmstays shall be permitted only in compliance with the requirements and standards of this section and all other requirements of the applicable zoning district, subject to the issuance of a zoning permit. The ~~term of the~~ zoning permit shall expire upon sale or transfer of the property or upon the owners moving their primary residence off the property, unless there is a tenant farmer continuing to operate the farm and farmstay.

(b) Performance Standards.

(1) Where Allowed. Agricultural farmstays shall only be located on parcels and be part of an agricultural enterprise that produces commercial agricultural products as its primary source of income. The agricultural farmstay lodging and meals shall be incidental and secondary to the primary agricultural operation.

(2) Dwellings Allowed. Agricultural farmstays shall be provided in a legally established the primary residence or guest house as defined in Section 26-02-040 on the property. Agricultural farmstays, and not shall not be located with in agricultural employee housing, seasonal or year-round farmworker housing, farm family dwellings, or accessory second-dwelling units. Tents and recreational vehicles (RVs) are not allowed as a part of an agricultural farmstay. Only one (1) farmstay is allowed per agricultural enterprise in compliance with the permitted residential density.

(3) Owner/Operator in Residence. The owner, ~~or tenant farmer,~~ of the land on which an agricultural farmstay facility is located, or a tenant farmer, shall reside on the property. A homeowner's exemption from property tax or lease agreement ~~shall~~ may constitute evidence of this requirement.

(4) Maximum Number of Bedrooms and Guests. Agricultural farmstay establishments s may have a maximum of five (5) ~~guest~~ bedrooms or sleeping rooms. The maximum overnight occupancy for agricultural farmstays shall be two (2) persons per sleeping room or bedroom. ~~(except e) Children under three (3) years of age shall not be counted toward occupancy.)~~ If a lower limit is stated on the applicable septic permit, the maximum overnight occupancy shall be that stated on the septic permit.

(5) Food Service. An agricultural farmstay facility may serve food or meals at any time, but only to registered guests. ~~and may serve meals at any time.~~ The price of food shall be included in the price of the lodging. An agricultural farmstay facility that serves food shall maintain a food facility permit as required by the Health and Safety Code.

(6) Agricultural Promotion. The operator of the farmstay establishment shall engage in a program of agricultural promotion and guest education regarding the agricultural activities on-site and in the area, ~~which and~~ may include active participation in the on-site agricultural activities as part of the consideration for the lodging.

(7) Noise Limits. All activities associated with the agricultural farmstay shall meet the General Plan noise standards contained below in Table NE-2 and Policy NE-1c of the General Plan Noise Element.

Hourly Noise Metric ¹	dBA Activity Hours	Quiet Hours

L50 (30 minutes in any hour)	50	45
L25 (15 minutes in any hour)	55	50
L08 (5 minutes in any hour)	60	55
L02 (1 minute in any hour)	65	60

~~The sound level exceeded n% of the time in any hour. For example, the L50 is the value exceeded fifty percent (50%) of the time or thirty (30) minutes in any hour; this is the median noise level. The L02 is the sound level exceeded one (1) minute in any hour.~~

(8) ~~Special~~ Events. Non-agricultural activities, ~~or agricultural promotional events and/or cultural special~~ events that involve more than the registered farmstay guests are not allowed, except that occasional cultural ~~or special~~ events, such as parties, weddings or other similar activities may be permitted ~~only~~ with a special-cultural event zoning permit up to four (4) times per year, but for no more than two years in a row.

(9) Septic Systems and Sewer Connections. The owner shall maintain a properly functioning and suitably sized septic system or sewer connection for the farmstay. In some cases, a per-room sewer fee may be applied.

(10) Transient Occupancy Tax. The agricultural farmstay owner shall maintain a transient occupancy tax (TOT) license and remain current on all required TOT reports and payments. The owner or authorized agent shall include the TOT certificate number on all contracts or rental agreements, and in any advertising or websites.

Article 88. - General Exceptions and Special Use Standards.

Sec. 26-88-086. –Marketing Accommodations

- (a) Purpose. This section provides standards for permitting of marketing accommodations. These standards are intended to ensure that marketing accommodations are compatible with and do not adversely impact surrounding agricultural uses.
- (b) Applicability. Marketing Accommodations shall only be located on parcels where the use promotes or markets agricultural products grown or processed on the site and complies with applicable policies of the General Plan Agricultural Resource Element. Marketing accommodations shall not be permitted within accessory dwelling units, or in structures encumbered covenants or agreements restricting their use including, but not limited to, affordable housing units, agricultural employee units, farmworker housing, or farm family units.
- (c) Maximum Number of Units. No more than two marketing accommodation units are allowed per parcel. Each marketing accommodation shall not exceed 640 square feet in size.
- (d) Performance Standards
 - (1) Noise Limits. All activities associated with the marketing accommodation shall meet the standards contained in Table NE-2 and Policy NE-1c of the General Plan Noise Element.
 - (2) Transient Occupancy Tax. The property owner or authorized agent shall maintain a transient occupancy tax (TOT) certificate and remain current on all required TOT reports and payments. The owner or authorized agent shall include the TOT certificate number on all contracts or rental agreements, and in any advertising or websites.
 - (3) Structures. Tents, yurts, RVs, and other provisions intended for temporary occupancy are not allowed as a part of a marketing accommodation.
 - (4) Where Allowed. Marketing accommodations are not allowed on properties where another visitor serving use is present, including hosted rentals, farmstays, or vacation rentals.
 - (5) Williamson Act. Any such use on a parcel under a Williamson Act contract must establish that the marketing accommodation is consistent with Government Code Section 51200 et seq. (the Williamson Act) and local rules and regulations.



State of California • Natural Resources Agency
Department of Conservation
Division of Land Resource Protection
801 K Street • MS 18-01
Sacramento, CA 95814
(916) 324-0850 • FAX (916) 327-3430

Edmund G. Brown Jr., *Governor*
John M. Lowrie, *Assistant Director*

November 18, 2015

VIA EMAIL: GRUSSELL@CO.SANTA-BARBARA.CA.US

Mr. Glenn S. Russell, PhD., RPA
Director, Planning and Development
President California County Planning Directors Association
County of Santa Barbara
123 Anapamu Street
Santa Barbara, CA 93101-2030

Dear Mr. Russell:

**SHORT TERM "VACATION RENTALS" AS COMPATIBLE USE ON WILLIAMSON ACT
CONTRACTED LAND**

Santa Barbara County (County) has asked the Department of Conservation (Department) to comment on the issue of vacation rentals as a "compatible use" on land restricted under Williamson Act contracts. Specifically the request is in regard to renting of the main dwelling on an agricultural property. The Department offers the following discussion on compatible use as it relates to the Williamson Act.

In recent years there have been expanding opportunities for farmers and ranchers to utilize their land for adjunct non-agricultural commercial uses, as a means of broadening their income base. These uses are typically in addition to their agricultural and open-space uses. While some of these opportunities may be compatible with agricultural and open space use of the land, many proposed uses have the potential to displace or impair the property's agricultural productivity or open space character. The County's concern with short term vacation rentals is an example of one of the recent issues regarding compatible uses on Williamson Act contracted lands.

In summary, a use is compatible with a Williamson Act contract only if it does not compromise, displace or impair the agricultural use of the land or otherwise interfere with the land's devotion to agricultural use. However, the Williamson Act affords cities, counties and landowners latitude in determining whether a use is compatible with Williamson Act contracted land. Consequently, determining compatibility is a highly fact-specific analysis that encompasses a variety of factors.

Government Code § 51242 enables local governments to enter into Williamson Act contracts on land that is devoted to agricultural use and located in an area designated as an agricultural preserve. In return, restricted parcels are assessed for property tax purposes at a rate consistent with their actual agricultural and/or open space use, as opposed to potential market value. Because the Williamson Act provides a preferential tax assessment on contracted land in exchange for limiting the land to agricultural uses, any use other than the agricultural or open space use for which the property was placed under contract must be found to be compatible.

Typically, compatible uses are divided between activities that are clearly related to agricultural operations (such as vineyards or animal grazing), and those that require a special use permit (such

as permanent roadside stands or wine tasting venues). The latter examples promote the sale of agricultural products produced on-site (such as wine and cheese), and are commonly termed 'agritourism'. The potential of an educational opportunity for consumers regarding where their food and fiber comes from may exist if agritourism uses are executed with sensitivity.

The Department supports the activities of an agribusiness venture on land under a Williamson Act contract as long as the marketing events support and promote the agriculture commodity being grown on the premises. Once events begin to overtake the main venture, or feature products not produced on the property, they no longer reflect the agricultural intent of the Williamson Act and become incompatible with the statute.

The level of discretion that counties have in regard to agritourism on Williamson Act enrolled land has not been settled and remains open to interpretation. The Department takes a conservative approach, recommending partial nonrenewal for land that would house the infrastructure hosting large events or those where questions regarding the source of the items for sale could occur. This would distinguish that the tax benefits to the landowner for the production of food or fiber, and the conservation of agricultural land, are not extended to uses that could occur in nonagricultural settings.

In regard to the exclusive use of a principle residence as a "vacation rental," the Department's interpretation of compatible use is reflected in Santa Barbara County's Uniform Rules for Agricultural Preserves and Farmland Security Zones, where it states:

Uniform Rule 2: Compatible Uses within Agricultural Preserves

Land enrolled in the Agricultural Preserve Program is to be used principally for commercial agricultural production, with the exception of land enrolled for open space or recreational purposes. However, the Board recognizes that it may be appropriate to allow secondary uses on contracted land that are either incidental to, or supportive of, the agricultural operation on the property. This Rule provides guidance and criteria for evaluating these uses on land under Williamson Act and Farmland Security Zone contracts in terms of their compatibility and consistency with the purpose and intent of the Williamson Act. It is the goal of this County that, through application of the principles of compatibility in the Act, compatible uses allowed on contracted land will be beneficial to and inherently related to the agricultural use of the land.

In 1999 the Legislature spoke to the limitations upon compatible uses. In un-codified language adopted in Chapter 1018 of the statutes of 1999, the Legislature declared: "The latitude provided by the Williamson Act to participating local governments is not, and has never been, so great as to make uses that are not inherently related to, or beneficial to, the agricultural or open-space character of contracted land permissible under the compatible use provisions of the Williamson Act."

Department Recommendations and Conclusions

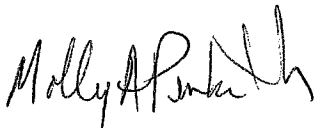
The Department recommends that any short term vacation rentals of the principle residence be limited in scope, and be allowable only if the landowner is on site to manage the agricultural

operations. Short term rentals, with examples such as Airbnb¹ or VRBO², take on a number of forms, including partial and full house rentals. A limited use arrangement would be analogous to a bed and breakfast, with the renter having a specified footprint within the house. The overall number of days that the rental can occur should be restricted so as to ensure it remains incidental to the agricultural uses on the property.

The Department cautions that if the primary residence is rented for most or all of the year, the connection between its use and the agricultural operation is lessened to the point that a determination of compatibility is highly unlikely. Although the landowner could file for nonrenewal or partial cancellation for the portion of the property where the residence is located, that outcome may open the door for landowners to request additional conditional uses that future diverge from the surrounding agricultural operation. For this reason, the Department recommends that any allowance for vacation rental of the primary residence remain limited in scope and duration.

Thank you for giving us the opportunity to comment on compatible use as it relates to the Williamson Act. Please provide this Department with notices of any future hearing dates as well as any staff reports pertaining to this project. If you have any questions regarding our comments, please contact Farl Grundy, Environmental Planner at (916) 324-7347 or via email at Farl.Grundy@conservation.ca.gov.

Sincerely,



Molly A. Penberth, Manager
Division of Land Resource Protection
Conservation Support Unit

¹ www.airbnb.com

² <http://www.vrbo.com/>

Dear Vanessa,

I am writing to express my support and hope for vacation rentals to be allowed in LIA zoning. While I understand the original purpose of LIA zoning, geography and economics, have dramatically changed. I do not believe that allowing LIA zoned property to showcase vacation rentals would be detrimental to agricultural production as long as the dwelling/s are in locations on the property that in no way hinder ranch or farming activities. In addition to helping many farmers and ranchers who have habitable dwellings on LIA zoned properties to earn extra money, would be the opportunity for visitors to experience living on working ranches and vineyards.

Sonoma County is one of the most beautiful places on earth to live. The agricultural splendor of the county accounts for much of this pulchritude. Unfortunately, grape farming has become inordinately expensive for small growers who do not have the resources to support year-round labor and labor housing. Many small growers, like ourselves, must use vineyard managers to cultivate their vineyards and harvest them as well. Thus, any housing on properties designated as housing for labor is no longer being used to house workers. While the buildings can be rented on a month-to-month basis, they could earn considerably more income as shorter-term vacation rentals. We would also like to be able to offer our main house as a vacation rental, as we could stay in the smaller cottage should the opportunity arise, to rent our basically, empty six-bedroom home.

I am hoping you can help us. My husband and I own sixteen acres comprised of two parcels (Parcel ID: 118-030-002-000 LIA and 118-030-090-000 LIA) in Cloverdale, CA. The main house was built in 1912 and is a bottomless pit of expenses. On the property there is a caretaker's house, that is occupied by our caretakers who are in their seventies and have been with us over 25 years, and a guest cottage, presently rented on a month-to-month basis. We have 8+ planted acres of Cabernet Sauvignon. We are barely surviving. The cost of growing grapes is astronomical as we must use a vineyard manager. Unless one is independently wealthy or owns a winery, it is difficult to make money producing grapes, mainly due to labor scarcity and costs.

We are lucky if we only lose 10k at the end of the year. Our zoning is LIA which does not allow us to use our guest cottage as a vacation rental. We can rent it on a month to month basis, which brings in a fraction of the money we could earn if it were a vacation rental.

My husband inherited this property from his grandmother in the seventies. We have the property on the market, but it is unique. Between the taxes and maintenance, we are choking. My husband experienced a severe stroke four years ago. We need to be able to rent the guest cottage and main house as vacation rentals to continue to manage upkeep and pay our taxes until we sell this property. It doesn't seem fair that we might need to take a loan on our property just to pay taxes when we could be using it to bring in income.

Are you aware of a timeline when this proposal of changing LIA vacation rental zoning might go before the Sonoma County Planning Commission for a recommendation to the Board of Supervisors? Would you suggest I write directly to the Planning Commission? I would like to advocate our position and would appreciate advice about how to do so.

Thank you for your consideration and any advice or help you can offer me to help effect zoning change for vacation rental in LIA zoning.

Sincerely,

Kathleen Prati

kathleenprati@me.com

(707)484-8978

Michael Bohnert
1061 Moody Lane
Geyserville, CA 95441

Thursday, January 25, 2018

To the Sonoma County Board of Supervisors and Planning Commission,

I am writing to share my thoughts and comments regarding the use of LIA zoned properties as vacation rentals. I understand there are many points of view on this topic, with some of those points in complete opposition of each other. I do not look to argue against the merits of any point of view in contrast to mine, but rather share how I have arrived at my position in hope it may move others to be more open and accepting of a stance different than their own.

Before sharing my position, I would like to provide some context. My family and I absolutely love Sonoma County – for all that it is and for many things it is not. My wife and I were introduced to the County through our Healdsburg wedding and immediately fell in love with the friendly people, the amazing wines, and the access to diverse outdoor spaces. As our family has grown, so has our appreciation and participation in the County's many offerings. From watching our boys play in the Russian River to enjoying a local biscuits and gravy fundraising breakfast. From swimming in Lake Sonoma to dining at the many local restaurants. All of these experiences and the memories we continue to build are the reasons we know we made the right choice in buying a home in Geyserville. I believe the context is important because it shows a person or a family can love an area, want to protect its offerings, and become part of its community – even if they aren't locals.

With that said my position is this: I believe vacation rentals make sense when implemented and regulated with a proper balance of community needs and economic vitality – to include permitting smaller parcel LIA zoned properties, that do not easily allow for commercial agriculture operations, to be used as vacation rentals. Specifically, I would hope there could be a renewal to Ordinance No. 5965 to allow new vacation rentals in LIA zone properties at a minimum. Ideally, it would be great if the General Plan could be amended to include vacation rentals as an allowable use for smaller parcels within LIA. My parcel is .25 acres, which is hardly sufficient for commercial operations. I understand the importance of protecting the use of land for agriculture in Sonoma County. I also believe smaller parcels zoned in LIA do not significantly contribute to commercial agriculture, so they could be used as vacation rentals without disrupting the broader use of LIA. Allowing people to experience Sonoma County in the heart of these agricultural areas provides an opportunity to develop deep, lasting connections to the area that, at a minimum, drives economic benefit to local businesses and potentially creates a desire to ultimately become part of the community. I know this because it has for my family. We ultimately want to live in the area full time, but cannot yet do that. As we navigate our path towards this ultimate desire we would welcome the benefits provided to our family and the broader community by our home being used as a vacation rental.

I hope my perspective helps some understand vacation rentals do have merit and can actually draw people to become part of the community. Providing an opportunity for people to experience Sonoma County through a variety of ways does create benefit, both short term and long term. These benefits can be quantitative by driving economic activity to local businesses and qualitative by creating people who become advocates for the area and protecting all that it has to offer. As I mentioned in the beginning, I respect there are many points of view on this and only look to share my perspective.

Sincerely,

A handwritten signature in cursive script that reads "Michael Bohnert". The signature is written in dark ink and is positioned below the word "Sincerely,".

Michael Bohnert

Expanding Opportunities for Agricultural Farmstays, Hosted Rentals, and Marketing Accommodations in Agriculture Zoning Districts

PURPOSE

The proposed amendments to the zoning code would ensure consistency with the general plan while providing opportunities for additional income on agricultural properties. The Sonoma County General Plan encourages visitor serving uses in all agricultural land use categories if the use supports the agricultural production activities of the area.

DISCUSSION

Land Intensive Agriculture (LIA) Zoned properties are considered to have the highest production per acre of land due to the soil types, climate, and availability of water for irrigation.

General plan policies do not allow visitor serving uses within the Land Intensive Agriculture (LIA) Zoning District that are unrelated from agriculture such as lodging, campgrounds, and vacation rentals. Farmstays and marketing accommodations are allowed because of their direct connection to agricultural operations.

No vacation rentals can be located on properties under a Land Conservation Act Contract in accordance with the Uniform Rules for Agricultural Preserves, current zoning regulations, and state law. Farmstays are allowed because they are connected to agriculture.

Comparison of Current Overnight Accommodations

Type of Use	Connection to Agriculture Required	Allowed under Williamson Act	Subject to Transient Occupancy Tax	Permit Requirements
Farmstay	Yes	Yes	Yes	Zoning Permit
Hosted Rental	No	No	Yes	Zoning Permit
Promotional and Marketing Accommodations	Yes	Yes	No	Use Permit
Vacation Rental	No	No	Yes	Zoning Permit

STAFF RECOMMENDATION

- 1) Expand farmstay opportunities by eliminating the income qualifications and the requirement that the farmer remain in the primary dwelling.
- 2) Allow hosted rentals (one room rental with owner in residence) in Land Intensive Agriculture (LIA) zones. Hosted rentals are currently allowed in Land Extensive Agriculture (LEA) and Diverse Agriculture (DA) zones.
- 3) Allow marketing accommodations to be rented for commercial transient use subject to standards and transient occupancy tax certification.
- 4) Consider an exception to allow existing permitted vacation rentals within the LIA Zoning District to convert to use permits with additional standards prohibiting events and requiring a Right to Farm Declaration.



**Sonoma County Planning Commission
MINUTES**

Permit Sonoma
2550 Ventura Avenue, Santa Rosa, CA 95403
(707) 565-1900 FAX (707) 565-1103

Date: July 12, 2018
Meeting No.: 18-08

ROLL CALL

Dick Fogg – abstain, left early
Todd Tamura
Komron Shahhosseini
Ariel Kelley
Pamela Davis, Chair

STAFF MEMBERS

Jennifer Barrett
Blake Hillegas
Amy Lyle
Arielle Kohn, Secretary
Verne Ball, Deputy County Counsel
Leslie A. Thomsen, Deputy County Counsel

PLANNING COMMISSION REGULAR CALENDAR

PC Item No.: 1
Time: 1:30 pm
File: ORD18-0005
Applicant: Permit and Resource Management Department (PRMD)
Owner: N/A
Cont. from: N/A
Staff: Blake Hillegas
Env. Doc: This item is a clarification under existing law, and therefore, is not a project subject to CEQA as defined in Section 15378 and it is also exempt under Section 15061(b)(3). No additional CEQA review is required because the relevant permitted sites have already undergone CEQA review.
Proposal: Request to change Chapter 26A of the County Code to confirm and clarify that changes to open space maps in 2012 do not retroactively trigger changes in requirements for existing quarry permits and sites.
Location: Open space locations in Sonoma County
APN: All
District: All
General Plan/
SMARO: Section 26A-09-020(p) and Section 26A-09-040(d)

Blake Hillegas summarized the staff report, which is incorporated herein by reference.

Questions from Commissioners: **Commissioner Fogg** asked if the quarry operators in the County had commented on the change. **Staff Hillegas** stated that they support it because it benefits quarries.

Public Hearing opened and closed: 1:49 p.m.

Action: **Commissioner Tamura** motioned to recommend approval to the Board of Supervisors. Seconded by **Commissioner Fogg** and passed with a 5-0 vote.

Appeal Deadline: n/a

Resolution No.: 18-009

Vote:

Commissioner: Fogg aye

Commissioner: Tamura aye

Commissioner: Shahhosseini aye

Commissioner: Kelley aye

Commissioner: Davis aye

Ayes: 5

Noes: 0

Absent: 0

Abstain: 0

PC Item No.: 2

Time: 2:30 pm

File: PLP16-0011

Applicant: Permit and Resource Management Department (PRMD)

Owner: County of Sonoma

Cont. from: N/A

Staff: Amy Lyle

Env. Doc: Exempt from the California Environmental Quality Act pursuant to Cal. Code Regulations, title 14, §§ 15301 (existing facilities), 15305 (minor alterations in land use limitations) and 15061(b)(3) (exempting activities where it can be seen with certainty that there is no possibility that the activity may have an adverse effect on the environment).

Proposal: Amend the zoning code to allow hosted rentals, agricultural farmstays and marketing accommodations in the three agricultural zones (LIA, LEA, and DA). Do not amend the General Plan to allow vacation rentals, but allow existing permitted vacation rentals to be recognized and run with the land with a minor use permit.

Location: Countywide

APN: Various

District: All

Zoning: Chapter 26, Article 4 (Land Intensive Agriculture)

Chapter 26, Article 6 (Land Extensive Agriculture)

Chapter 26, Article 8 (Diverse Agriculture)

Chapter 26, Article 88, Section 120 (Vacation Rentals)

Amy Lyle summarized the staff report, which is incorporated herein by reference. A change was added to the staff recommendation to continue to prohibit vacation rentals in LIA but allow hosted rentals, and to allow the existing 62 vacation rentals to continue until sale or transfer of ownership. **Deputy Director Barrett** cautioned that the noticing did not include General Plan amendments and that issue could not be discussed unless the item was continued for further noticing and discussion. **Commissioner Fogg** suggested that General Plan amendments should wait for the upcoming General Plan update to avoid piecemealing.

Questions from Commissioners

Commissioner Kelley asked where the 8 current permitted farmstays are located by supervisorial district and how many are related to, on, or adjacent to wineries. **Staff Lyle** stated she would have to research the information. **Commissioner Kelley** also expressed concern about current violations for marketing accommodations and whether they would be allowed to continue. **Deputy Director Barrett** commented that all

the approved marketing accommodations are associated with wineries, and are related to distributors and business colleagues. **Commissioner Kelley** asked if any enforcement has occurred for wineries that are in violation. **Deputy Director Barrett** stated that the standards are not clear and therefore difficult to enforce. There are loopholes that are being taken advantage of and the standards needs to be clarified. **Commissioner Kelley** asked, out of the 14 separate permits for how many are at each winery. **Deputy Director Barrett** stated that most have one, and no more than two. Clarification of this is part of the discussion. The maximum size is proposed to be 640 square feet and there are no kitchens allowed so these do not count towards density.

Commissioner Kelley asked if the requirement that the owner / resident for farmstays in LIA could include a long term tenant. **Deputy Director Barrett** commented that the code states that the resident has to be an owner or operator. **Commissioner Kelley** noted that a long term tenant could also work.

Commissioner Kelley asked for further requirements for farmstays and how it is tied to ag in a codified way. **Staff Lyle** stated that the code allows flexibility, and ideally supports rooms rented out to people who want to be involved in the agricultural process; such as picking vegetables, working on the farm, cheese making, etc, but that is not required. There are currently 8 permits issued.

Commissioner Kelley asked if meals are included in the cost for overnight accommodations. **Deputy Director Barrett** stated that if meals are provided, they have to be part of the cost. This is required by state law.

Commissioner Kelley asked about the change removing the requirement that operator has to be in the same house. **Deputy Director Barrett** commented that some sites have an extra dwelling that they can rent rather than have it in their home.

Commissioner Tamura commented that the big issue seems to be how to enforce and verify marketing accommodations. **Deputy Director Barrett** stated that findings can be made in the use permit. New changes could establish size limits, number, and prohibit kitchens to protect density, and a TOT registration number must be listed on the website. They will also need a marketing plan that can be analyzed as part of the use permit.

Commissioner Tamura expressed concern that the General Plan could be undermined, as it prohibits vacation rentals in LIA. **Staff Lyle** stated that vacation rentals in LIA are not allowed in the existing General Plan and as part of the 2010 ordinance. The exception came during the recession as part of the economic opportunity ordinance to allow existing vacation rentals to continue. It was extended twice for a total of four years. No changes were made to the General Plan or Zoning Code. To allow vacation rentals in LIA would require a General Plan amendment. Staff does not recommend this, and the proposal is written to allow the existing 62 to continue until the property is sold or transferred, at which time they will expire.

Commissioner Shahhosseini expressed concern when the rental income exceeds the value of agriculture approved on site. **Staff Lyle** stated that Exhibit A of the draft ordinance states that the primary source of income needs to be from agriculture and the rental income needs to be less. The change was recommended because it barred people from being able to get permits for smaller farming operations, where this requirement could not be met. **Deputy Director Barrett** added that the farmstay rules originated in the Agricultural Resources Element of the General Plan as a way to generate income for farmers. The income requirements impact those farms with lower value crops that do not generate as much income as they could get from rents. **Commissioner Shahhosseini** asked when an operation stops being a farm and starts to become another enterprise. **Deputy Director Barrett** stated that was a good question; factors such as housing size/land ratio, intensity of use, traffic, people, and whether the use overwhelms the site are considered. The majority of sites are intensively farmed, but one grey area is the threshold of when does a facility become an event center and not promotion of agricultural products. People are trying to get into farming on smaller lots, and the value of tourism is getting higher.

Commissioner Davis referred to the letter from the DOC regarding the Williamson Act, and how that comes into play. **Staff Lyle** stated that the Act has is more restrictive than zoning code, and does not consider vacation rentals to be a compatible use. 28% of the land in Sonoma County zoned LIA is under contract. This was looked at during the vacation rental review, and the DOC became involved. They provide clear direction that overnight accommodations need to be related to ag operations. County determined it would not be compatible to allow vacation rentals on Williamson Act lands. The County's Uniform Rules for Ag Preserves provide additional detail on incompatible and compatible uses.

Commissioner Davis asked if the DOC defines “ag-related.” **Deputy Director Barrett** stated, regarding transient use in farming areas, they seem to be OK with using a portion of the house, hosted rentals, and farmstays, as long as there is major promotion of ag. They are not OK with vacation rentals.

Commissioner Kelley expressed concern that the policy changes that eliminate use permits could impact those 62 vacation rentals and cause economic losses. **Deputy Director Barrett** stated that it is up to the commission to move the issue forward and staff will re-notice it to include a General Plan amendment if desired. **Counsel Thomsen** indicated that the proposal shows no change in the status of permits, which already expire on sale or transfer.

Public Hearing opened: 3:15 p.m.

Speakers:

Mark Vernon, Cloverdale, regarding vacation rentals, supported Policy Option 2. On many smaller agricultural parcels it is very questionable whether agriculture can be conducted. He owns a small LIA zoned parcel with a three bedroom home, which leaves little room for ag. The zoning does not make sense. He is surrounded by large LIA vineyard parcels. His home, built in 1965, is on serpentine rock. To use it as a vacation rental would not impact ag. There are many similar parcels that are ideal place for vacation rentals where people can see agricultural operations around them. Mr. Vernon asked if the 62 vacation rentals in LIA zones have had negative impacts, and what has happened with vacation rentals in other ag districts. Mr. Vernon supported preserving high quality land in Sonoma County, but when it collides with reality of some of the property owners are having, the use permit process could allow for consideration of unique aspects of some of the parcels and whether are appropriate for vacation rentals or not. **Counsel Thomsen** indicated that it would be all right to take testimony to give staff direction to bring the item back for discussion of a General Plan amendment.

Wendy Krupnick, Santa Rosa, CAFF and Farmers Guild, suggested it might make more sense to rezone parcels that cannot support ag. There are small parcels that have productive agriculture, and these should not be discounted due to small parcel size. She thanked staff for addressing the issue, as it has been 8 years since the determination to not allow vacation rentals in LIA zones. Ms. Krupnick is also aware of problems in LEA areas. There is pressure to support VR and landscaping which is not supportive of agriculture. Ms. Krupnick supported the staff recommendation to allow the vacation rentals on LIA expire and go back to prohibiting vacation rentals on LIA zoned land.

Ms. Krupnick opposed marketing accommodations because wineries will become hotels if they are allowed. Tourism should go into the towns where restaurants and services are located. There may not be a legitimate connection to ag operations. Stick with the General Plan.

Terry Harrison Healdsburg, CAFF, nursery owner for 22 years, concurred with the former speaker. There are many nurseries in Sonoma County. Farmstays would increase the cost of agricultural land to potential buyers, and it is already difficult to find affordable ag land in the county. To allow continuation of vacation rentals on LIA seem to reward those LIA prop owners who have illegal farm stays.

Kathy Prati, Cloverdale, Asti resident, supported vacation rentals on LIA zoned land. Her 8 acre parcel is surrounded by vineyards owned by Gallo. She pays to maintain her vineyard and does not show a profit. She pays high property taxes. Mrs. Prati needs to be able to generate income from vacation rentals. To restrict it will create hardship for her. The County would get TOT money, and the commission needs to make exceptions for properties to allow vacation rentals when the land is managed by a vineyard company who keeps the land productive in agriculture. To allow a General Plan Amendment would help her family, and the proposal as written will penalize her. **Deputy Director Barrett** asked why she did not go with farm stays. Mrs. Prati said it would be hard; her husband is ill. The ranch manager, takes all the revenue from grapes, and they don't promote their grapes. The house is isolated, and they would not have neighbor problems. **Commissioner Kelley** asked if she had considered doing long term rentals. Mrs. Prati stated they could make more as a vacation rental. They are already having a hard time paying taxes and they need help.

Eric Koenigshofer, Occidental, stated that they are discussing the wrong subject. The vacation rental temporary ordinance was created during the recession and is not appropriate today. The economy is overheated, there is no shortage of vacation rentals – but there is definitely a housing shortage. Promotion of

ag tourism creates low wage jobs and an increase in demand for affordable housing. The piecemeal process being taken is agonizing. The vacation rental issue needs to be analyzed and we need to consider restricting the number allowed, especially in light of the post-fire housing shortage. We had a housing shortage before the fire. Rental supplies are small. There are 1,400 registered vacation rentals in the unincorporated area and even more in the cities. Mr. Koenigshofer recommended curtailing the discussion. The General Plan is being nibbled to death, and the integrity of the land use element is being undermined. Petaluma has hired a firm to study the impacts of vacation rentals in Petaluma. Out of the 130 listed on line, 25 have permits. If the ratio in Petaluma applies, it could apply to the entire county, resulting in a reduction of housing stock by 7,000 units. Mr. Koenigshofer asked when we decided to make that reduction, and stated that the Board wants to build more affordable housing. It is better for the county to return the vacation rentals to housing stock.

While sympathetic to the former speaker, LIA on smaller parcels usually means the parcel is non-conforming, and this is another problem. The County was audited by DOC and taken to task for loose interpretations of the Williamson Act and was reigned in. The Williamson Act gives breaks to property owners on agriculturally zoned lands. To create incentives which allow other activities to take place on agricultural lands undermines the Williamson Act. This type of use would be unheard of 15-20 years ago.

Audrey Lebaudorr, Windsor, owns land under 2 acres zoned LIA and wants to conserve integrity of agriculture. Many lands are zoned incorrectly and are too small for ag. The commission should consider allowing hosted rentals with more than one room. She wants to have a vacation rental. They should be allowed on properties under 10 acres. After the fire, they rented out their home to a fire victim and are living on a boat in Sausalito. They need a vacation rental to be able to stay in the area and pay property taxes.

Alex Kanzler, Sebastopol, supports extending farm stays. He is one of the 8 approved permits, and the regulations make it tough for them. He has an underutilized house on the property. Mr. Kanzler opposed the requirement for the owner to stay in the residence, and stated that a caretaker should be permitted to stay. A separate residence should be allowed. This could help keep housing stock for the full time person, give property owners the chance to make more money, and protect the neighborhood.

Evan Wigg, Sebastopol, CAFF and Farmers Guild, concerning the statement that it is hard for small scale farmers on ag to make ends meet, stated that many farmers have viable businesses on small parcels. Zoning is meant to preserve agriculture, and you can't have farming without farmers. There are many barriers for those wanting to go into farming now and the first obstacle is how to access land and housing. There is a housing access for young farmers, and it is driving people out of the county. People are renting small parcels anywhere they can find them, which is easier than finding housing. While sympathetic to financial constraints for people looking for ways to generate more income, we need to consider the financial constraints for new farmers and stop vacation rentals in ag zones.

Public Hearing Closed: 4:20

Commissioner Fogg had to leave, but stated that he supports the staff recommendations. He added that he was intrigued by the Koenigshofer testimony.

Commissioner Kelley stated she was moved by the conversation about preservation of agricultural lands, the comments that some parcels may not support agriculture, and the need to preserve agriculture on prime ag lands. Housing stock is another major issue. She struggles with the issue of allowing more homes in rural areas to be removed from the permanent housing stock and understands the economic concerns of landowning farmers to find additional income.

Commissioner Kelley likes farmstays. She has witnessed their benefits in Europe when done right. She expressed concern that the ordinance lacked specific criteria to demonstrate that it connects the visitor experience with land use. She acknowledged that this will increase property values, which could cause barriers for future farmers. **Commissioner Kelley** expressed concern that marketing accommodations will create hotel rooms on winery properties, and if allowed, will encourage more. They increase water use, traffic, and many secondary issues. Better enforcement is needed. She expressed concern about allowing any of the 14 to continue who may be violating the rules, and opposed hotel rooms on LIA zoned lands.

The hosted rental aspect was not as worrisome as vacation rentals, but **Commissioner Kelley** was unsure how many more should be allowed, and struggled to see the benefit in ag zones. **Staff Lyle** commented that farmstays must be tied to commercial agricultural production, and the owner-operator must be in residence. They involve participation in programs and guest education.

Commissioner Davis asked if this is part of the applicant's proposal, and **Deputy Director Barrett** stated yes, although the criteria could be strengthened to require the submitted marketing plan shows the program and the promotion of agriculture. Some permits involving food require a health permit. Permit Sonoma could have a similar requirement for farmstays. State law requires that for overnight lodging when food is provided that it be included in the cost.

Commissioner Kelley asked if staff contemplates farmstays for cannabis operations. **Deputy Director Barrett** answered not at this point.

Commissioner Shahhosseini agreed with the Koenigshofer testimony that the larger discussion needs to be wrapped into the General Plan Update, especially with the housing crisis. He did not support vacation rentals with a use permit or marketing accommodations, but was OK with hosted rentals and farmstays when the income was primarily from agriculture.

Commissioner Davis opposed marketing accommodations for transient use and wanted to consider prohibiting more. She supported farmstays if the primary income is from agriculture and with inclusion of a written agricultural promotion plan. She opposed use permits for vacation rentals.

Concerning marketing accommodations, **Commissioner Kelley** wanted to tighten up the requirements for who can stay and to restrict commercial and transient use. She asked for more information and expressed concern about creating good policy for future permits.

Straw Votes:

Vacation rentals in LIA: **Commissioner Tamura** motioned, and **Commissioner Shahhosseini** seconded against allowing current vacation rental permits to convert to use permits. Current permits will continue till sold or transferred. The motion passed with a 4-0-1 vote.

Commissioner: Fogg	absent
Commissioner: Tamura	aye
Commissioner: Shahhosseini	aye
Commissioner: Kelley	aye
Commissioner: Davis	aye

Hosted Rentals: **Commissioner Tamura** motioned to allow one room or guest house with host. **Commissioner Shahhosseini** seconded. **Commissioner Kelley** wanted to consider allow for long term tenant instead of the owner. **Deputy Director Barrett** stated this would have to be renoticed. The motion passed with a 4-0-1 vote

Commissioner: Fogg	absent
Commissioner: Tamura	aye
Commissioner: Shahhosseini	aye
Commissioner: Kelley	aye
Commissioner: Davis	aye

Farmstays: **Commissioner Tamura** motioned to approve the staff recommendation. The motion failed. **Commissioner Shahhosseini** motioned to approve the staff recommendation but to retain the income requirement. **Commissioner Tamura** seconded, adding that it should include a written plan that is significant and meaningful. **Deputy Director Barrett** suggested language and there was disagreement on whether to use "shall" or "may." **Commissioner Davis** wanted to use "shall." The motioned passed with a 3-1-1 vote.

Commissioner: Fogg	absent
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Commissioner: Tamura aye
Commissioner: Shahhosseini aye
Commissioner: Kelley aye
Commissioner: Davis no

Marketing Accommodations: **Commissioner Shahhosseini** motioned to continue the item till August 30, 2018 and staff was directed to bring back more data about where marketing accommodations are located, how they are used, parcels sizes, and to tighten up language that they are not to be used for customers. The standards need to be restrictive to indicate that they are for transient or commercial use. Keep # 4 of Exhibit B. **Commissioner Tamura** seconded and the motion passed with a 4-0-1 vote.

Commissioner: Fogg absent
Commissioner: Tamura aye
Commissioner: Shahhosseini aye
Commissioner: Kelley aye
Commissioner: Davis aye

Meeting Adjourned at 5:10

Action: **Commissioner Shahhosseini** motioned to approve the remaining items of farmstays and hosted rentals as recommended by staff with modified standards for farmstays except Marketing Accommodations, which was continued to August 30, 2018 for revisions. Seconded by **Commissioner Tamura** and passed with a 4-0-1 vote.

Appeal Deadline: N/A

Resolution No.: 18-010

Vote on final action:

Commissioner: Fogg Absent
Commissioner: Tamura Aye
Commissioner: Shahhosseini Aye
Commissioner: Kelley Aye
Commissioner: Davis Aye

Ayes: 4
Noes: 0
Absent: 1
Abstain: 0

MINUTES ADOPTED 11/29/18

MEMO

DATE: July 20, 2018

TO: Sonoma County Planning Commission

FROM: Amy Lyle, Supervising Planner

SUBJECT: Marketing Accommodations as it relates to PLP16-0011
(Farmstays, Hosted Rentals, Marketing
Accommodations in Agricultural Zones)

In follow up to the July 12th Planning Commission hearing, Commissioner Kelley requested a list of the known Marketing Accommodations referenced within the staff report (see below). More research is being conducted to determine how many other marketing accommodations are operating, how they function, and potential policy options for revised standards. Please expect an additional memo prior to the August 30th Planning Commission date.

Table 1: Table of Marketing Accommodations Approved with Winery Use Permits

Winery	Address	Use Permit	Details
David Coffaro Winery	7485 Dry Creek Rd	UPE99-0031	SFD attached with kitchen
La Crema	3575 Slusser Rd	UPE13-0087	Located on top floor of Barn, with kitchen
West Wines	1000 Dry Creek Rd	UPE06-0099	SDF with Kitchen
Unti Vineyards	4202 Dry Creek Rd	UPE02-0039	No Kitchen
Nicholson Ranch Winery	4200 Napa Rd	UPE00-0152	Attached, no kitchen
Blue Rock Vineyard	24511 Rich Ranch Rd	UPE11-0099	Converted barn with marketing accommodation with catering kitchen
Palm Drive Vineyards/Scribe Winery	2100 Denmark St	PLP09-0010	SFD with Kitchen
Inman Family Wines	3900 Piner Rd	PLP08-0075	SFD with Kitchen
Schug Carneros Estate Winery	602 Bonneau Rd	PLP14-0012	Attached, second floor with no kitchen
Soda Rock Winery	8015 Hwy 128	UPE01-0048	2 rooms, one with kitchenette
Trattore Winery	7878 Dry Creek Rd	UPE11-0014	Attached, above tasting room with kitchen
Jack Seifrick	8500 Dry Creek Rd	PLP12-0020	2 marketing accommodations, No Kitchen, 347-370 sq ft in size
Old Sonoma Distillery	21511 Geyser Vista Ln	PLP12-0040	SFD with Kitchen
Silver Oak Wine Cellars	7370 Hwy 128	PLP14-0004	Request to become residence in 2015 denied
Anaba Wines	60 Bonneau Rd	PLP16-0081	Catering kitchen



MEMO

DATE: September 6, 2018

TO: Sonoma County Planning Commission

FROM: Amy Lyle, Supervising Planner

SUBJECT: Marketing Accommodations as it relates to PLP16-0011
(Farmstays, Hosted Rentals, Marketing
Accommodations in Agricultural Zones)

On July 12th the Planning Commission held a public hearing and took straw votes on issues related to overnight accommodations on agricultural land. The Commission provided the following direction to staff which is reflected in the attached resolution and Board of Supervisors ordinance.

1. **Agricultural Farmstays:** Approved the recommended language on farmstays with two exceptions:
 - a. Retain the requirements that the agricultural operation be the primary income; and
 - b. Require applicants to submit an agricultural promotion plan.
2. **Hosted Rentals:** Allow Hosted Rentals within the Land Intensive Agriculture (LIA) District
3. **Vacation Rentals:** Do not allow new vacation rental permits within LIA (no General Plan amendment). Allow existing permitted vacation rental permits to continue until expiration on sale or transfer.
4. **Marketing Accommodations:** The Commission agreed that standards for marketing accommodations were needed, but did not agree on whether they should be allowed for transient use due to concerns of adding more commercial activity in agricultural areas. The Commission asked staff to revise standards for marketing accommodations and to provide information on the location of existing accommodations, how they are currently operated, and additional policy options for consideration.

Marketing Accommodations

Marketing Accommodations have been allowed since 1993 and currently cannot be leased or rented for commercial use. They are not currently subject to the Transient Occupancy Tax (TOT). They were intended primarily for use as overnight accommodations for distributors, investors or other industry representatives. Due to the increasing trends in agriculture to provide direct-to-consumer marketing and promotional activities, staff has recommended expanding opportunities for the marketing



accommodations to be rented for agri-tourism use similar to farmstays. Farmstays and marketing accommodations are distinctly different because farmstays are allowed as part of single family dwellings whereas marketing accommodations were envisioned to be more similar to a hotel room with no kitchen or resident on site.

Before the farmstay ordinance was adopted several marketing accommodations were permitted with kitchens either as a conversion of an existing dwelling or as new units. The question has been raised as to whether we need two separate land use categories for these similar uses. Currently, marketing accommodations require a use permit and do not require a single family dwelling. Farmstays require a lower level zoning permit but do require an existing single family dwelling with the famer in residence. There may be situations where a winery could apply for a farmstay permit to serve the same goal as the marketing accommodation but based on staff research there are very few examples. Staff recommends retaining these as two separate land uses but this issue could be explored further as part of the upcoming General Plan Update.

On July 30th a memo (Attachment A) was emailed to the Commission reflecting the list of currently permitted Marketing Accommodations with some details of their approvals.

Enforcement (Web-scrape)

Code Enforcement recently did a “web-scrape” to identify properties operating short-term rentals without permits. This data was reviewed against our permitted winery database and revealed 49 winery properties operating short term rentals, of which only 27 have vacation rental permits and 22 with no permits. None of the rentals in website advertising were related to permitted marketing accommodations. However, staff is aware that some wineries use them as part of their wine club promotions.

Table 1: Transient Rental Advertised on Winery Properties

Number of Winery Properties	Status	Notes
22	No Vacation Rental Permit	14 are registered and paying TOT
13	Vacation Rental Permitted	Same Owner as Winery
14	Vacation Rental Permitted	Different Owner than Winery

Other Jurisdictions

The marketing accommodation is somewhat unique to Sonoma County. Staff has not found any other counties that allows overnight accommodations as part of winery use. Staff researched the following jurisdictions: Santa Barbara County, Monterey County, City of Lodi, County of Napa, and the County of Mendocino.



Outreach

Staff has discussed the proposed amendments with winery representatives, tourism/real-estate organizations and the California Alliance with Family Farmers (CAFF). Winery associations feel strongly that the marketing accommodation use should be maintained for private use and would like them to be allowed with a more permissive zoning permit, similar to vacation rentals and farmstays. CAFF does not want to see them available for transient rental. Tourism and real-estate organizations want maximum flexibility.

Policy Options

The following policy options are provided to the Commission:

- 1. Do Not Allow New Marketing Accommodations**
 - a. The existing marketing accommodation language would be removed from the zoning code and replaced with broader opportunities for farmstays and hosted rentals. The farmstay and hosted rental opportunities may provide the same ability to promote agricultural products.
 - b. Existing marketing accommodations would be considered legal-nonconforming and allowed to continue until they cease operating for a year.

- 2. Allow Marketing Accommodations To Be Rented For Commercial Purposes**
 - a. Allow transient use subject to the Transient Occupancy Tax (TOT) which would allow marketing accommodations to be used as part of wine club promotions.
 - b. Continue to limit to private use and not rent the accommodations commercially.

- 3. Revise and Add Standards For Marketing Accommodations**
 - a. Limit the size of the accommodations to 640 square feet and restrict to no more than two per winery/processing use.
 - b. Do not allow kitchens within the accommodations (these would not count towards residential density).
 - c. Restrict conversions of affordable housing units and temporary housing to marketing accommodations.
 - d. Do not allow marketing accommodations in addition to other overnight accommodations including farmstays, hosted rentals, or vacation rentals.

Staff Recommendation:

Staff recommends options 2 and 3. Continue to allow marketing accommodations with a use permit, allow them to be rented for transient use, and add standards provided in Attachment D. If the Commission would like to restrict marketing accommodations from being rented for transient use, alternative standards are provided in Attachment E.

Attachments:

Attachment A: Marketing Accommodations Memo dated July 20, 2018



Sonoma County Permit and Resource Management Department
2550 Ventura Avenue Santa Rosa CA 95403-2859 (707) 565-1900
www.PermitSonoma.org



Attachment B: Revised Planning Commission Resolution
Attachment C: Revised Draft Ordinance
 Exhibit A: Farmstay Zoning Code Amendments
Attachment D: Standards allowing transient use (staff recommended)
Attachment E: Alternative Standards- no transient use (alternative option)
Attachment F: Public Comments Received



Sonoma County Permit and Resource Management Department
2550 Ventura Avenue Santa Rosa CA 95403-2859 (707) 565-1900
www.PermitSonoma.org



MEMO

DATE: July 20, 2018

TO: Sonoma County Planning Commission

FROM: Amy Lyle, Supervising Planner

SUBJECT: Marketing Accommodations as it relates to PLP16-0011
(Farmstays, Hosted Rentals, Marketing
Accommodations in Agricultural Zones)

In follow up to the July 12th Planning Commission hearing, Commissioner Kelley requested a list of the known Marketing Accommodations referenced within the staff report (see below). More research is being conducted to determine how many other marketing accommodations are operating, how they function, and potential policy options for revised standards. Please expect an additional memo prior to the August 30th Planning Commission date.

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Resolution Number

County of Sonoma
Santa Rosa, California

September 6, 2018
PLP16-0011 Amy Lyle

RESOLUTION OF THE PLANNING COMMISSION, COUNTY OF SONOMA, STATE OF CALIFORNIA, RECOMMENDING ADOPTION OF AMENDMENTS TO CHAPTER 26 OF THE SONOMA COUNTY CODE, TO ALLOW HOSTED RENTALS IN THE LAND INTENSIVE AGRICULTURE ZONING DISTRICT, REVISE COUNTYWIDE STANDARDS FOR AGRICULTURAL FARMSTAYS, ADD STANDARDS FOR MARKETING ACCOMMODATIONS

WHEREAS, Sonoma County General Plan policies prohibit most visitor-serving uses within the Land Intensive Agriculture (LIA) land use in order to protect prime agricultural land and preserve these areas for agricultural operations; and

WHEREAS, maximizing agricultural land preservation is necessary not only to maintain the local agricultural economy but also to ensure production of adequate, healthful, and nutritious food for residents of the county, state, and nation; and

WHEREAS, visitor serving accommodations such as farmstays and marketing accommodations, which provide a connection to the agricultural use on-site, are already allowed within the LIA zoning district; and

WHEREAS, on January 31, 2012, the Board of Supervisors adopted standards and permit requirements for agricultural farmstays; and

WHEREAS, on January 31, 2012, the Board also adopted an exception ordinance allowing vacation rental permits to be issued for a two-year period for parcels in LIA zoning districts to legalize existing uses that did not qualify for farmstays. The Board also directed staff to evaluate existing policy for consideration of vacation rentals within the LIA on a permanent basis; and

WHEREAS, on April 15, 2014, the Board of Supervisors adopted Ordinance No. 6063 to extend the allowance for vacation rentals in the LIA for an additional two years, expiring on April 15, 2016; and

WHEREAS, on March 15, 2016, the Board of Supervisors adopted revisions to the existing Vacation Rental Ordinance, along with "hosted rentals," previously known as a "one-room bed and breakfast inn;" and

WHEREAS, on December 13, 2011, by Resolution Number 11-0678, the Sonoma County Board of Supervisors adopted updated Uniform Rules for Agricultural Preserves and Farmland Security Zones ("Uniform Rules") to govern local administration of the County's agricultural preserve program;

WHEREAS, in accordance with applicable provisions of law, the Planning Commission held public hearings on July 12th and September 6th, 2018, at which time the Commission heard and received all relevant testimony and evidence presented orally or in writing regarding the proposed legislation. All interested persons were given an opportunity to hear and be heard regarding the proposal; and

WHEREAS, the Planning Commission has had an opportunity to review this Resolution and finds that it accurately sets forth the intentions of the Commission regarding the proposal; and

WHEREAS, it is the determination of the Department that the adoption of the proposed regulations is exempt from the California Environmental Quality Act (CEQA) pursuant to Cal. Code Regulations, title 14 §§ 15301 (Existing Facilities), 15305 (minor alterations in land use limitations) and 15061(b)(3) (exempting activities where it can be seen with certainty that there is no possibility that the activity may have an adverse effect on the environment). Implementation of the regulations does not increase residential density or the intensity of use as the standards adopted herein are consistent with otherwise

allowable agricultural and residential uses.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission does make the following findings:

1. The proposed amendments to the Zoning Code exempt from CEQA review under the CEQA Guidelines Section 15301 (Existing Facilities), Section 15305 (Minor Alterations) and Section 15061(b)(3) (exempting activities where it can be seen with certainty that that there is no possibility that the activity may have an adverse effect on the environment).
2. The proposed amendments to the Zoning Code are consistent and compatible with the Agriculture Resources Element of the Sonoma County General Plan for the following reasons:
 - a. The proposed amendments allow only uses that are directly related to agriculture consistent with General Plan goals, objectives, and policies and specifically within the Agricultural Resources Element and set forth in Objective AR-2.4; and
 - b. The farmstay, hosted rentals, and marketing accommodations are visitor serving uses that are directly related to and support agricultural operations as set forth in Policy AR-4a; and
 - c. The farmstays and hosted rentals further help to stabilize farm incomes and reduce economic pressures to convert agricultural land to non-agricultural use set forth in Objective AR-2.4; and
 - d. The amendments promote agricultural production of products grown or processed in the County as set forth in Policy AR-6a; and
 - e. The amendments are consistent with the guidelines for approval of visitor serving uses in agricultural areas as set forth in Policy AR-6d.

BE IT FURTHER RESOLVED that the Planning Commission recommends that the Board of Supervisors adopt the proposed amendments to Chapter 26 of the Sonoma County Code.

BE IT FURTHER RESOLVED that the Planning Commission designates the Secretary of the Planning Commission as the custodian of the documents and other material which constitute the record of proceedings upon which the decision herein is based. These documents may be found at the office of the Sonoma County Permit and Resource Management Department, 2550 Ventura Avenue, Santa Rosa, CA 95403.

THE FOREGOING RESOLUTION was introduced by Commissioner _____, who moved its adoption, seconded by Commissioner _____, and adopted on roll call by the following vote:

Commissioner
Commissioner
Commissioner
Commissioner
Commissioner

Ayes: Noes: Absent: Abstain:

WHEREUPON, the Chairman declared the above and foregoing Resolution duly adopted; and

SO ORDERED.

ORDINANCE NO.

**AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA,
STATE OF CALIFORNIA, AMENDING CHAPTER 26 (ZONING ORDINANCE) OF THE
SONOMA COUNTY CODE TO ALLOW HOSTED RENTALS WITHIN LAND INTENSIVE
AGRICULTURE ZONING DISTRICTS, REVISE STANDARDS RELATED TO FARMSTAYS,
AND CODIFY STANDARDS FOR MARKETING ACCOMMODATIONS IN AGRICULTURAL
ZONING DISTRICTS**

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

SECTION I. Existing Section 26-88-085 (Agricultural Farmstays) is amended to delete the current text in its entirety and add new text as set forth in Exhibit A.

SECTION II. New Section 26-88-086 (Marketing Accommodations) is added to read as set forth in Exhibit B.

SECTION III. Section 26-04-010 (LIA Land Intensive Agriculture—Permitted Uses) is amended to add the following new subsection:

- (p) Hosted rentals subject to issuance of a zoning permit in compliance with Section 26-88-118 (Hosted Rentals and Bed and Breakfast Inns),

SECTION V. Section 26-08-020 (DA Diverse Agriculture – Uses permitted with a use permit) is amended to replace the existing text of subsection (k) to read as follows:

- (k) Marketing Accommodations in compliance with Section 26-88-086;

SECTION IV. Sonoma County Code Section 26-04-020 (LIA Land Intensive Agriculture—Uses permitted with a use permit) is amended to replace the existing text of subsection (j) to read as follows:

- (j) Marketing Accommodations in compliance with Section 26-88-086;

SECTION V. Sonoma County Code Section 26-06-020 (LEA Land Extensive Agriculture—Uses permitted with a use permit) is amended to replace the existing text of subsection (k) to read as follows:

- (k) Marketing Accommodations in compliance with Section 26-88-086;

SECTION VI. Exhibits A and B are incorporated herein by reference.

SECTION VII. The Board of Supervisors hereby finds and declares that the project is exempt from the California Environmental Quality Act pursuant to Cal. Code Regulations, title 14, Section 15301 (existing facilities), Section 15305 (minor alterations in land use limitations) and 15061(b)(3) exempting activities where it can be seen with certainty that there is no possibility that the activity may have an adverse effect on the environment.

SECTION VIII. 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 IX. This Ordinance shall be and the same is hereby declared to be in full force and effect on and after thirty (30) days after the date of its passage, and shall be published once before the expiration of fifteen (15) days after passage, with the names of the Supervisors voting for or against the same, in a newspaper of general circulation published in the County of Sonoma, State of California.

SECTION X. In regular session of the Board of Supervisors of the County of Sonoma, passed and adopted

this ___ day of ___, 2018, on regular roll call of the members of said Board by the following vote:

SUPERVISORS:

Gorin: ___ Rabbitt: ___ Zane: ___ Hopkins: ___ Gore: ___

Ayes: ___ Noes: ___ Absent: ___ Abstain: ___

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

SO ORDERED.

Chair, Board of Supervisors
County of Sonoma

ATTEST:

Sheryl Bratton
Clerk of the Board of Supervisors

Article 88. - General Exceptions and Special Use Standards.

Sec. 26-88-085. – Agricultural farmstays

(a) Agricultural farmstays shall be permitted only in compliance with the requirements and standards of this section and all other requirements of the applicable zoning district, subject to the issuance of a zoning permit. The ~~term of the~~ zoning permit shall expire upon sale or transfer of the property or upon the owners moving their primary residence off the property, unless there is a tenant farmer continuing to operate the farm and farmstay.

(b) Performance Standards.

(1) Where Allowed. Agricultural farmstays shall **only** be located on **parcels and be part of an agricultural enterprise** that produces **commercial** agricultural products as its primary source of income. The agricultural farmstay lodging and meals shall be incidental **and secondary** to the primary agricultural operation.

(2) Dwellings Allowed. Agricultural farmstays shall be provided in **a legally established the primary** residence or guest house **as defined in Section 26-02-040 on the property. Agricultural farmstays**, ~~and not shall not be located within~~ agricultural employee housing, seasonal or year-round farmworker housing, farm family dwellings, or **accessory second** dwelling units. Tents and recreational vehicles (~~(RVs)~~) are not allowed as a part of an agricultural farmstay. **Only one (1) farmstay is allowed per agricultural enterprise in compliance with the permitted residential density.**

(3) Owner/Operator in Residence. The owner, ~~or tenant farmer,~~ of the land on which an agricultural farmstay facility is located, **or a tenant farmer,** shall reside on the property. A homeowner's exemption from property tax or lease agreement ~~shall~~ **may** constitute evidence of this requirement.

(4) Maximum Number of Bedrooms and Guests. Agricultural farmstay **establishments** may have a maximum of five (5) ~~guest~~ bedrooms or sleeping rooms. The maximum overnight occupancy for agricultural farmstays shall be two (2) persons per sleeping room or bedroom. ~~(except e~~ Children under three (3) years of age **shall not be counted toward occupancy.**) If a lower limit is stated on the **applicable** septic permit, the maximum overnight occupancy shall be that stated on the septic permit.

(5) Food Service. An agricultural farmstay facility may serve food **or meals at any time, but** only to registered guests. ~~and may serve meals at any time.~~ The price of food shall be included in the price of the lodging. An agricultural farmstay facility **that serves food** shall maintain a food facility permit as required by the Health and Safety Code.

(6) Agricultural Promotion. The operator of the farmstay establishment shall engage in a program of agricultural promotion and guest education regarding the agricultural activities on-site and in the area, ~~which~~ **and** may include active participation in the on-site agricultural activities as part of the consideration for the lodging. **An Agricultural Promotion Plan shall be prepared and submitted with the farmstay application.**

(7) Noise Limits. All activities associated with the agricultural farmstay shall meet the ~~General Plan noise~~ standards contained ~~below~~ **in Table NE-2 and Policy NE-1c of the General Plan Noise Element.**

Hourly Noise Metric ¹	dBA Activity Hours	Quiet Hours
L50 (30 minutes in any hour)	50	45
L25 (15 minutes in any hour)	55	50
L08 (5 minutes in any hour)	60	55
L02 (1 minute in any hour)	65	60

The sound level exceeded n% of the time in any hour. For example, the L50 is the value exceeded fifty percent (50%) of the time or thirty (30) minutes in any hour; this is the median noise level. The L02 is the sound level exceeded one (1) minute in any hour.

(8) ~~Special~~-Events. Non-agricultural activities, ~~or agricultural promotional events and~~ **cultural** ~~special~~-events that involve more than the registered **farmstay** guests are not allowed, except that occasional cultural ~~or special~~-events, **such as** parties, weddings or other similar activities may be permitted ~~only~~ with a ~~special cultural~~ event zoning permit up to four (4) times per year, **but for no more than two years in a row**.

(9) Septic Systems and Sewer Connections. The owner shall maintain a properly functioning **and suitably sized** septic system or sewer connection **for the farmstay**. In some cases, a per-room sewer fee may be applied.

(10) Transient Occupancy Tax. The agricultural farmstay owner shall maintain a transient occupancy tax (**TOT**) license and remain current on all required **TOT** reports and payments. **The owner or authorized agent shall include the TOT certificate number on all contracts or rental agreements, and in any advertising or websites.**

Article 88. - General Exceptions and Special Use Standards.

Sec. 26-88-086. Marketing Accommodations

- (a) Purpose. This section provides standards for permitting of marketing accommodations for use by distributors, investors, partners and owners of the processing facility for short term occupancy related to the agricultural operation. These standards are intended to ensure that marketing accommodations are compatible with and do not adversely impact surrounding agricultural uses.
- (b) Applicability. Marketing Accommodations shall only be located on parcels where the use promotes or markets agricultural products processed on the site and complies with applicable policies of the General Plan Agricultural Resource Element. Marketing accommodations shall not be permitted within accessory dwelling units, or in structures with County covenants or agreements restricting their use including, but not limited to, affordable housing units, agricultural employee units, farmworker housing, or farm family units.
- (c) Where Allowed. Marketing accommodations are allowed in agricultural and resource zones and not allowed on properties where another visitor serving use is present, including hosted rentals, farmstays, or vacation rentals.
- (d) Maximum Number of Units. No more than two marketing accommodation units are allowed per winery operation or processing operation. Each marketing accommodation shall not exceed 640 square feet in size and shall not include a kitchen.
- (e) Performance Standards
 - (1) Noise Limits. All activities associated with the marketing accommodation shall meet the standards contained in Table NE-2 and Policy NE-1c of the General Plan Noise Element.
 - (2) Transient Occupancy Tax. The property owner or authorized agent shall maintain a transient occupancy tax (TOT) certificate and remain current on all required TOT reports and payments. The owner or authorized agent shall include the TOT certificate number on all contracts or rental agreements, and in any advertising or websites.
 - (3) Structures. Tents, yurts, RVs, and other provisions intended for temporary occupancy are not allowed as a part of a marketing accommodation.
 - (4) Affordable Housing. Marketing accommodations shall not be permitted within accessory dwelling units, nor in structures or dwellings with county covenants or agreements restricting their use including but not limited to affordable housing units, agricultural employee units, or farmworker housing.
 - (5) Temporary Structures Prohibited. Tents, yurts, RVs, and other provisions intended for temporary occupancy are not allowed as a part of a marketing accommodation.
 - (6) Williamson Act. Any such use on a parcel under a Williamson Act contract must establish that the marketing accommodation is consistent with Government Code Section 51200 et seq. (the Williamson Act) and local rules and regulations.

Article 88. - General Exceptions and Special Use Standards.

Sec. 26-88-086. Marketing Accommodations

- (a) Purpose. This section provides standards for permitting of **private** marketing accommodations for use by distributors, investors, partners and owners of the processing facility for short term occupancy related to the agricultural operation. These standards are intended to ensure that marketing accommodations are compatible with and do not adversely impact surrounding agricultural uses.
- (b) Applicability. Marketing Accommodations shall only be located on parcels where the use promotes or markets agricultural products processed on the site and complies with applicable policies of the General Plan Agricultural Resource Element. Marketing accommodations shall not be permitted within accessory dwelling units, or in structures with County covenants or agreements restricting their use including, but not limited to, affordable housing units, agricultural employee units, farmworker housing, or farm family units.
- (c) Where Allowed. Marketing accommodations are allowed in agricultural and resource zones and are not allowed on properties where another visitor serving use is present, including hosted rentals, farmstays, or vacation rentals.
- (d) Maximum Number of Units. No more than two marketing accommodation units are allowed per winery operation or processing operation. Each marketing accommodation shall not exceed 640 square feet in size and shall not include a kitchen.
- (e) Performance Standards
 - (1) No Commercial Use. Marketing accommodations shall not be rented for transient occupancy or used commercially as part of direct consumer promotions.**
 - (2) Noise Limits. All activities associated with the marketing accommodation shall meet the standards contained in Table NE-2 and Policy NE-1c of the General Plan Noise Element.
 - (3) Structures. Tents, yurts, RVs, and other provisions intended for temporary occupancy are not allowed as a part of a marketing accommodation.
 - (4) Affordable Housing. Marketing accommodations shall not be permitted within accessory dwelling units, nor in structures or dwellings with county covenants or agreements restricting their use including but not limited to affordable housing units, agricultural employee units, or farmworker housing.
 - (5) Temporary Structures Prohibited. Tents, yurts, RVs, and other provisions intended for temporary occupancy are not allowed as a part of a marketing accommodation.
 - (6) Williamson Act. Any such use on a parcel under a Williamson Act contract must establish that the marketing accommodation is consistent with Government Code Section 51200 et seq. (the Williamson Act) and local rules and regulations.

From: Michael Haney [mailto:michael@sonomawine.com]
Sent: July 30, 2018 5:02 PM
To: Jennifer Barrett <Jennifer.Barrett@sonoma-county.org>
Subject: Marketing Accommodations

Good Afternoon Jennifer:

Hope you had a great weekend.

I wanted to follow up on our call of last week regarding Market Accommodations and the recent activity surrounding this issue from the Planning Commission.

As we discussed, it is our understanding that Permit Sonoma proposed a revision of marketing accommodations to allow transient rental with payment of TOT fees.

However, the proposed revision of marketing accommodations was rejected and Permit Sonoma staff was directed to return the marketing accommodations portion on August 30th to the Commission for additional actions, including possible termination. Also, based on our conversation it is my understanding the justification for any consideration of modification or termination of market accommodations was to “prevent the over commercialization of agriculture land” and that according to some Commissioners, farm stays fulfilled market needs and that marketing accommodations have been in some manner a problem for the county.

As we discussed, this revised use of marketing accommodations was not requested by our wine community, nor were we even aware of this proposed change being discussed. Additionally, we are not aware of any problem marketing accommodations.

It is important to realize that marketing accommodations have always, and continue to fulfill, an important and critical role to our wineries sales, marketing programs and business plans of which

farm stays or hosted rentals cannot address or replace. It is essential that these marketing accommodation remain in place for our wine community in order to continue to assist and facilitate wine sales, trade communications and support, and related trade areas. In addition, I believe it is important and beneficial to all parties involved that Sonoma County Vintners and industry representatives have the opportunity to provide input to staff and to any alternatives being developed to be presented to the Planning Commission, especially if the proposal to cease marketing accommodation is under consideration.

Also I appreciate during our conversation last week you did clarify that the staff would not be recommending that market stays be eliminated.

In order to assist is providing additional information and potential options for Commission action, we would like to offer the following options:

Option one is staff to recommend for the Planning Commission to take no action and leave the current regulations unchanged. County regulations are sufficient.

Option two, if there is a desire to change/improve regulations, the change should consist of relaxing the review and approval process to allow marketing accommodations to be permitted under a zoning permit. Currently it is our understanding that vacation rentals and farm stays are approved under a zoning permit. Marketing Accommodations require a Conditional Use Permit, or use permit modification. Allowing Marketing Accommodation to be reviewed and approved under a zoning permit is another requested course of action and we request this option also be provided as an alternative option at the August 30th Planning Commission meeting.

As always, I and Sonoma County Vintners are available to meet and discuss this, and any additional issues, with you and Permit Sonoma staff. As we have stated before, it is our goal to increase effective communication and partnerships with our County neighbors and County officials. We are happy to be of assistance to you and Permit Sonoma and provide any additional input and information we can.

Jennifer I appreciate all your time and willingness to discuss this and potentially other issues with me and I look forward to doing whatever I and Sonoma County Vintners can do to assist Permit Sonoma and our County in moving forward and making our County, the best it can be.

Thank you again Jennifer for your time.

Mike

Michael Haney
Executive Director
Sonoma County Vintners
707-522-5842 Office
615-498-3369 Mobile
michael@sonomawine.com

Resolution Number 18-016

County of Sonoma
Santa Rosa, California

September 6, 2018
PLP16-0011 Amy Lyle

RESOLUTION OF THE PLANNING COMMISSION, COUNTY OF SONOMA, STATE OF CALIFORNIA, RECOMMENDING ADOPTION OF AMENDMENTS TO CHAPTER 26 OF THE SONOMA COUNTY CODE, TO ALLOW HOSTED RENTALS IN THE LAND INTENSIVE AGRICULTURE ZONING DISTRICT, REVISE COUNTYWIDE STANDARDS FOR AGRICULTURAL FARMSTAYS, ADD STANDARDS FOR MARKETING ACCOMMODATIONS

WHEREAS, Sonoma County General Plan policies prohibit most visitor-serving uses within the Land Intensive Agriculture (LIA) land use in order to protect prime agricultural land and preserve these areas for agricultural operations; and

WHEREAS, maximizing agricultural land preservation is necessary not only to maintain the local agricultural economy but also to ensure production of adequate, healthful, and nutritious food for residents of the county, state, and nation; and

WHEREAS, visitor serving accommodations such as farmstays and marketing accommodations, which provide a connection to the agricultural use on-site, are already allowed within the LIA zoning district; and

WHEREAS, on January 31, 2012, the Board of Supervisors adopted standards and permit requirements for agricultural farmstays; and

WHEREAS, on January 31, 2012, the Board also adopted an exception ordinance allowing vacation rental permits to be issued for a two-year period for parcels in LIA zoning districts to legalize existing uses that did not qualify for farmstays. The Board also directed staff to evaluate existing policy for consideration of vacation rentals within the LIA on a permanent basis; and

WHEREAS, on April 15, 2014, the Board of Supervisors adopted Ordinance No. 6063 to extend the allowance for vacation rentals in the LIA for an additional two years, expiring on April 15, 2016; and

WHEREAS, on March 15, 2016, the Board of Supervisors adopted revisions to the existing Vacation Rental Ordinance, along with "hosted rentals," previously known as a "one-room bed and breakfast inn;" and

WHEREAS, on December 13, 2011, by Resolution Number 11-0678, the Sonoma County Board of Supervisors adopted updated Uniform Rules for Agricultural Preserves and Farmland Security Zones ("Uniform Rules") to govern local administration of the County's agricultural preserve program;

WHEREAS, in accordance with applicable provisions of law, the Planning Commission held public hearings on July 12th and September 6th, 2018, at which time the Commission heard and received all relevant testimony and evidence presented orally or in writing regarding the proposed legislation. All interested persons were given an opportunity to hear and be heard regarding the proposal; and

WHEREAS, the Planning Commission has had an opportunity to review this Resolution and finds that it accurately sets forth the intentions of the Commission regarding the proposal; and

WHEREAS, it is the determination of the Department that the adoption of the proposed regulations is exempt from the California Environmental Quality Act (CEQA) pursuant to Cal. Code Regulations, title 14 §§ 15301 (Existing Facilities), 15305 (minor alterations in land use limitations) and 15061(b)(3) (exempting activities where it can be seen with certainty that there is no possibility that the activity may have an adverse effect on the environment). Implementation of the regulations does not increase residential density or the intensity of use as the standards adopted herein are consistent with otherwise

allowable agricultural and residential uses.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission does make the following findings:

1. The proposed amendments to the Zoning Code exempt from CEQA review under the CEQA Guidelines Section 15301 (Existing Facilities), Section 15305 (Minor Alterations) and Section 15061(b)(3) (exempting activities where it can be seen with certainty that that there is no possibility that the activity may have an adverse effect on the environment).
2. The proposed amendments to the Zoning Code are consistent and compatible with the Agriculture Resources Element of the Sonoma County General Plan for the following reasons:
 - a. The proposed amendments allow only uses that are directly related to agriculture consistent with General Plan goals, objectives, and policies and specifically within the Agricultural Resources Element and set forth in Objective AR-2.4; and
 - b. The farmstay, hosted rentals, and marketing accommodations are visitor serving uses that are directly related to and support agricultural operations as set forth in Policy AR-4a; and
 - c. The farmstays and hosted rentals further help to stabilize farm incomes and reduce economic pressures to convert agricultural land to non-agricultural use set forth in Objective AR-2.4; and
 - d. The amendments promote agricultural production of products grown or processed in the County as set forth in Policy AR-6a; and
 - e. The amendments are consistent with the guidelines for approval of visitor serving uses in agricultural areas as set forth in Policy AR-6d.

BE IT FURTHER RESOLVED that the Planning Commission recommends that the Board of Supervisors adopt the proposed amendments to Chapter 26 of the Sonoma County Code.

BE IT FURTHER RESOLVED that the Planning Commission designates the Secretary of the Planning Commission as the custodian of the documents and other material which constitute the record of proceedings upon which the decision herein is based. These documents may be found at the office of the Sonoma County Permit and Resource Management Department, 2550 Ventura Avenue, Santa Rosa, CA 95403.

THE FOREGOING RESOLUTION was introduced by Commissioner Tamura, who moved its adoption, seconded by Commissioner Shahhosseini, and adopted on roll call by the following vote:

Commissioner: Carr	No
Commissioner: Tamura	Aye
Commissioner: Shahhosseini	Aye
Commissioner: Kelley	Aye
Commissioner: Davis	No

Ayes: 3 Noes: 2 Absent: 0 Abstain: 0

WHEREUPON, the Chairman declared the above and foregoing Resolution duly adopted; and

SO ORDERED.



County of Sonoma
Permit & Resource Management Department

Sonoma County Planning Commission
DRAFT MINUTES
Permit Sonoma
(707) 565-1900
FAX (707) 565-1103

Date: September 6, 2018
Meeting No.: 18-11

ROLL CALL

Greg Carr, Chair
Todd Tamura
Komron Shahhosseini
Ariel Kelley (Item 1)
Cameron Mauritsen (Item 2)
Pamela Davis, Chair

STAFF MEMBERS

Jennifer Barrett
Amy Lyle
Arielle Kohn, Secretary
Jennifer Klein, County Counsel
Sita Kutera, County Counsel
Tim Ricard, Economic Development Board

1:05 PM Call to order and Pledge of Allegiance.

Approval of Minutes – N/A

Correspondence

Planning Commission/Board of Supervisors Actions

Commissioner Announcements/Disclosures

Public Appearances

PLANNING COMMISSION REGULAR CALENDAR

PC Item No.: 1
Time: 1:05 pm
File: PLP16-0011
Applicant: County of Sonoma
Owner: N/A
Cont. from: July 12, 2018
Staff: Amy Lyle
Env. Doc: Exempt from the California Environmental Quality Act pursuant to Cal. Code Regulations, title 14, §§ 15301 (existing facilities), 15305 (minor alterations in land use limitations) and

15061(b)(3) (exempting activities where it can be seen with certainty that there is no possibility that the activity may have an adverse effect on the environment).

Proposal: Amend the zoning code to allow hosted rentals, agricultural farmstays and marketing accommodations in the three agricultural zones (LIA, LEA, and DA). Do not amend the General Plan to allow vacation rentals, but allow existing permitted vacation rentals to be recognized and run with the land with a minor use permit.

Location: Countywide
APN: Various
District: All
Zoning: Chapter 26, Articles 4, 6 & 8 (LIA, LEA and DA)

Amy Lyle summarized the staff report, which is incorporated herein by reference, and introduced the staff team.

Commissioner Tamura asked for clarification about existing structures in Option 2 and 3. **Staff Lyle** commented that existing structures (many have kitchens) would continue to remain as legal non-conforming related to original construction. Existing structures would be allowed to remain, and the new standards would relate to anything new.

Commissioner Shahhosseini, asked for clarification of Option 2 (a) and (b). **Staff Lyle** commented that staff recommended allowing flexibility for wineries to do either or both allow transient use subject to TOT and/or to continue to limit to private use and not rent the accommodations commercially.

Commissioner Kelley asked to staff to elaborate on future marketing accommodations being in separate structures. **Staff Lyle** said the big issue is kitchens, and they are reviewed on a case by case basis. **Deputy Director Barrett** stated that if you have a kitchen, bath and bedroom it can be considered a dwelling unit and affect density, which is why we care if a marketing accommodation has a kitchen.

Commissioner Kelley, asked if a residing tenant could host rentals, rather than a owner. **Deputy Director Barrett** stated that the owner of the property must reside on site. Many wineries are often owned as a corporate entities for taxes, and can be on a separate parcel. They may not have the owner in residence. **Commissioner Kelley** asked for confirmation that of the 49 wine properties with marketing accommodations, 14 of those have a different owner than the winery. Staff confirmed this was correct.

Commissioner Tamura, referring to a letter that opposes marketing accommodations, asked staff to comment and answer why they were being proposed. **Staff Lyle** stated that there is concern about transient use on agricultural land. **Deputy Director Barrett** pointed out that Attachment D explains that marketing accommodations can be used but they have to promote agriculture products on the site and comply with the General Plan.

Public Hearing Opened: 1:25 p.m.

Speakers:

Michael Haney, Forestville, Sonoma County Vintners Association, supported marketing accommodations as an important resource for wineries. Marketing accommodations are not unique to Sonoma County and he would like to see the recognized that wineries can use them and not be subjected to TOT. They assist and facilitate wine sales and communications, and much more. They are a vital and important resource, and to reduce the resource will create additional burden on the county's recovery.

Wendy Krupnick, Santa Rosa, Family Farmers North Coast, stated that marketing accommodation should be allowed ag zones. She expressed concern about the commercial use of marketing accommodations. She did not see the connection between the General Plan prohibition of commercial uses that are not related to agriculture and when marketing accommodations become a hotel room. This seems in direct conflict with the General Plan policies for ag zones. Krupnick stated that kitchens should not be allowed, and existing ones should be converted to permanent housing. Otherwise, they are vacation rentals which are not allowed. They should be allowed in any of the agricultural zones. Having motel rooms in rural areas will have an impact on the

surrounding communities. Existing land use regulations should be enforced. Policy Option 2 will reward those using marketing accommodations for commercial purposes, and allow without penalties for past use. Private marketing accommodations should continue, but not commercial.

Mike Martini, Santa Rosa, recalled a statement from a recent hearing at Board hearing that we have the tendency to over regulate and ignore much bigger problems. At the end of the day, we are talking about 22 units approved across the county, not new structures. There are already buildings on the property. They can be used for their own staff or for marketing accommodations so clients have a place to stay. This perfectly good use happens all over the place. Distinction for rent should be the issue. Short terms rentals in county should be subject to same set of rules. Leave alone the private parties.

Jeff Zappelli, Walt Wines, Sonoma, was not in complete understanding of the subject. He agreed with the former speaker. As a winery community there are very few with accommodations. I don't think this needs to be regulated. Realistically, if you look at the economic impact, we are a very small part of that. We are not the largest industry growing in Sonoma county.

Terry Harrison indicated that Wendy Krupnick covered his discussion.

Public Hearing Closed: 1:50 p.m.

Commissioner Tamura asked staff to respond to the issue of enforcement problems and why this is proposed. **Staff Lyle** stated this is part of the larger scope of looking at marketing accommodations on agricultural lands and there was change needed to make sure standards correlated with vacation rental and farmstays, as well as to retain flexibility to operate on a transient basis. There are not enforcement issues currently, the additional standards are needed. **Deputy Director Barrett** added they have a number of new wineries requesting marketing accommodations. A recent request wanted 4. Several have asked to use them as part of their wine club promotion. Current code is for private use only, but it is now being looked at differently than in the 1980s.

Commissioner Kelley asked how marketing accommodations have been permitted vs. existing housing stock. There seems to be a correlation when we allow hosted rentals or farmstays if there is a habitable dwelling. **Staff Lyle** commented that staff wants to limit converting single family dwellings to marketing accommodations. The proposal would limit a marketing accommodation to a 640 square foot structure with no kitchen. This would protect existing housing stock. Wineries would also be eligible to host rentals and farmstays without marketing accommodations. **Commissioner Kelley** asked for clarification that a single family dwelling with a kitchen would require the owner to live there full time or could be a housing stock rental. **Staff Lyle** confirmed this to be correct. **Commissioner Kelley** expressed concern about loss of housing stock to marketing accommodations. **Commissioner Carr** commented that someone could have a vacant single family home and let people stay there without charging rent, but the main issue are those new permits for wineries that want to build separate structure for marketing accommodations, and this is what needs to be addressed.

Commissioner Davis asked how many units are allowed for farmstays and whether they can charge. **Staff Lyle** stated one unit and they can charge a fee.

Commissioner Carr agreed with speaker Martini that this is a solution looking for a problem. Tourism conflicts with agriculture production. If you have people visiting and staying overnight, and the farmer needs to spray his crops - that creates a problem. This is why marketing accommodations were conceived. **Commissioner Carr** supported Option 2(b) and stated that standards are needed in Option 3 and the kitchen issue needs to be clarified. **Staff Lyle** indicated that these are addressed in the Ordinance Attachments D and E.

Commissioner Kelley expressed concern about lack of enforcement is a concern. The community aligns with the local farmers in expressing concern about opening up agricultural lands to the public with marketing accommodations and what can result from the additional impacts. We want these accommodations within town with walking distance to goods and services.

Commissioner Shahhosseini agreed about the need to protect agricultural lands and supported preservation of housing stock in Option 2(b). He recognized the value of marketing accommodations to the industry.

Commissioner Davis supported Option 2(b) and would like to limit to two units. **Director Barrett** stated they have approved no more than 2 on any property. **Commissioner Davis** noted that the industry has new ideas, and opposes commercialization of agricultural lands. She wants stricter documentation that the accommodations are related to the agricultural use.

Commissioner Tamura cautioned that if there is an existing home that owners to use as a marketing accommodation, it seemed overly restrictive to say they can convert it if you remove a kitchen. **Commissioner Shahhosseini** commented that the main reason this is being discussed is to respond to new wineries that want the units created for use as a hotel.

Commissioner Kelly expressed concern about the limitation in Option 3(d) regarding farmstays. Farmers are trying to make their agricultural farms work, and want farmstays and possible marketing accommodations, as written it limits the ability to do both. **Commissioner Carr** supported 3(d) as written **Commissioner Davis** expressed concern that it would be an enforcement nightmare because wineries are going to use their accommodations differently than farmers. She supported Option 3(d).

Regarding Policy Option 3, there was general consensus that agreement on 3(a), (b) and (d), but (c) needed more discussion. **Commissioner Carr** motioned to recommend 3(a), (b) and (d) and to revise the wording in (d) to drop farmstays. **Commissioner Shahhosseini** seconded. and Commissioner Kelley stated that farmers want to have farmstays as a way to promote agriculture. After discussion, **Commissioner Shahhosseini** commented that he did not see anything wrong with having farmstay and marketing accommodations on one site. The motion failed.

Commissioner Tamura motioned to adopt Option 2(b), 3(a, b, c) and to eliminate 3(d) altogether. **Commissioner Shahhosseini** seconded. **Deputy Director Barrett** reviewed the motion for clarification purposes. The last sentence in Exhibit E will be deleted. **Commissioner Davis** and **Carr** expressed opposition for hosted rentals and vacation rental language in 3(d).

Action: **Commissioner Tamura** motioned to recommend approval of the revised standards for marketing accommodations to the Board of Supervisors. Seconded by **Commissioner Shahhosseini** and passed with a 3-2-0 vote.

Appeal Deadline: N/A
Resolution No.: 18-016

Commissioner: Carr	No
Commissioner: Tamura	Aye
Commissioner: Shahhosseini	Aye
Commissioner: Kelley	Aye
Commissioner: Davis	No

Ayes: 3
Noes: 2
Absent: 0
Abstain: 0

PC Item No.: 2
Time: 1:05 pm
File: ORD18-0003
Applicant: County of Sonoma
Cont. from: N/A
Staff: Amy Lyle
Env. Doc: The departments have determined that the project is categorically exempt from the California Environmental Quality Act under Section 15061(b)(3) of the CEQA Guidelines because it can be seen with certainty that the project will have no significant or physical effect on the

environment; under Sections 15307 and 15308 as an action taken to assure the maintenance, restoration, enhancement, and protection of natural resources and the environment where the regulatory process involves procedures for protection of the environment; and under Section 15321 as an action by an agency for enforcement of a law, general, rule, standard or objective administered or adopted by the agency. Additionally, the proposed actions are exempt from CEQA pursuant to the Business and Professions Code Section 26055(h) (MAUCRSA) because the adoption of this ordinance requires discretionary review of cannabis operations which will include applicable environmental review under CEQA.

Proposal: The Planning Commission will consider amendments to the zoning code related to the Cannabis Land Use Ordinance including a pilot program for centralized cannabis processing on agricultural land, the removal of a 24-hour notice for inspections, allowing adult use cannabis businesses only with a use permit, extending the term of use permits only, and other minor amendments. These items were introduced via discussion and public comment at the Board of Supervisors meeting held on August 7th. These modifications were not previously considered by the Planning Commission and have been referred back for consideration. If recommended by the Commission they will be on the Board of Supervisors' October 9th agenda, along with other previously recommended amendments.

Location: The Medical Cannabis Land Use Ordinance applies to agricultural, industrial, commercial, and resource zones within the unincorporated area of Sonoma County.

APN: Various

District: All

General Plan: All, except Coastal Zone

Amy Lyle summarized the staff report, which is incorporated herein by reference, and introduced the staff team.

Commissioner Mauritsen asked for clarification of Board action. **Staff Lyle** stated that they asked staff to modify the recommendation. **Deputy Director Barrett** added that they straw voted and in response to comments, and advised staff to relook at it because it does not follow the exemption we are used.

Commissioner Carr clarified that today's discussion would be limited just to the issues in the staff report.

Staff Lyle stated that two areas of code amendments came up at the Board: (1) They want centralized processing until Part II is completed as a pilot program in a limited scope for the cannabis amendment, in the Sonoma Valley area, and (2) The Cannabis Ad Hoc recommended removal of the 24 hour notification for inspections. This will provide flexibility for staff.

Commissioner Davis remarked at concerns about transporting cannabis. **Staff Lyle** indicated that a security plan would still be required and looked at on a case by case basis. Transportation would require a separate license.

Commissioner Shahhosseini asked what notification lengths other counties are using. **Staff Lyle** responded at least a day week. **Andrew Smith, Deputy Ag Commissioner**, stated that they do not require 24 hours noticed in connection with pesticide use, direct marketing, or farm sales for ag operations.

Commissioner Tamura referred to former testimony in which code enforcement gave notice, the operator moved product out, and after the inspection the product was moved back in.

Commissioner Carr asked if the Board approved the Pilot Program in Sonoma Valley. **Staff Lyle** stated they did not formally vote on that. It was requested that this be part of their final vote. **Commissioner Carr** asked for clarification about Bennett Valley. **Staff Lyle** commented that a small portion covered by Bennett Valley is covered by an area plan, and they don't want to include this in the pilot plan. **Commissioner Mauritsen** asked why the pilot program was restricted to Sonoma Valley and asked if it could be extended to other areas. **Staff Lyle** commented that Supervisor Gorin suggested that her area be used as a pilot, and we can add other areas. Staff also extended the use permit review period to five years in response to comments.

Public Hearing Opened: 3:11 p.m.

Speakers:

Art Deicke, Enviro Consultant, supported countywide central processing and didn't think we need a pilot program since we have in industrial areas. The program should not be limited to Sonoma Valley. There are a lot of reasons to do this.

Stuart Axelrod, Petaluma, wants to participate in this program due to the large number of cannabis permits. His mother in law owns land in Sonoma Valley. In addition to other health issues, she gets intense migraine headaches and opiate medicines are causing problems for her. She supports medical marijuana and wants processing on her land. What makes "Sonoma Strong" is the family farm. We need processing in all the districts.

Karen, for Mike Benzinger, Benzinger Family Farms, 40 year farmer, asked for approval of local processing on agricultural lands. Processing is important because quality is directly related to how fast the processing occurs. The small farmer needs local processing to stay in business. Processing must be approved in all the county.

Joey Ereneta, Operator/owner Terra Luna Farms in Glen Ellen, supported processing on agricultural land. He has a small farm and was affected by the fires last year and suffered a total loss. He needs to be able to process his harvest. To transport product across town will add extra traffic and odors. A local central processing location would make a big difference. Since security plans are very specific security plan, staff would be able to review use permits on a case by case basis.

Eric Pearson, Spark, advocates medical cannabis. They have worked for medical cannabis for many years. They support the processing laws and it makes sense to allow centralized processing. He asked that the language be expanded to include other parcels rather than just adjacent ones. It could be limited to local or other Sonoma County processors could continue and create a dialog and protect the neighborhoods.

Julie Mercer-Ingram, Cannabis Advisory Group Co Chair, stated that the majority of the group supports processing facilities countywide, and limiting the number of permits, which will help with traffic. The reason so many people want centralized processing largely due to the cost of building permits. Additionally, distribution has to be done by a licensed distributor which requirements for security for cannabis on the roads.

Brantly Richardson, Santa Rosa, CAG Member, supports the pilot program. We need to know more information about the criteria. It needs to be monitored, and observed before taking on this additional responsibility. More information is needed about the pilot program.

Laura Waldbaum, St Helena Road, said the only true inspection is one that is unannounced. If cannabis is safe enough to be in our neighborhoods, it should be subject to inspection without notice. If Code Enforcement does not feel safe, then maybe cannabis should not be allowed where people live. The proposal about processing on ag land has caused real harm in the county. We don't know anything about this pilot program. How will the neighbors be protected with cannabis in one place and law enforcement delays? Processing is not agriculture, conversion of farm land is not appropriate, and ag land is for agriculture, not for processing profit centers. Processing on ag land should not be limited to a specific planning area. Processing should be kept in industrial areas. Put the bun back in the oven, it's not fully baked.

Susanne Nethan, Santa Rosa Fire Safe section – in the Fire Standards section 30-25, exemption B, asked to include numbers F & G.

Joanna Ceder, Sebastopol, stated that with Type 13 transportation a distributor needs a transport license in order to bring it to a distributor, but it is limited and does not allow transporting processed cannabis to a retail location. The County has not approved any conditional use permits yet. The use permit process should actually fail in implementation before we try to change - specifically with inclusion and exclusion zones. It would be nice to see if it works before adding additional requirements. We are dealing with the affects from the fire, and Ceder cautioned against adding additional requirements at this time. So far the only cannabis permits that have been approved are under zoning permits.

Craig Litwin, Sebastopol 421 Group, recommended using the conditional use permit and letting it play out. If it is found inadequate, then changes can be made. Traditionally, farmers process their products on site. We are seeing more and more farmers diversifying their crops – adding cannabis to the mix. That is more of a sustainable way to farm. Processing should be included for those farmers. We are on the cutting edge to allow the processing facilities. He understands the one year zoning permit from a CEQA perspective, but he wants to make sure we are doing everything we can to streamline processes. There are bigger issues that we are going to see from a CEQA perspective. Litwin thanked staff for the work.

Sherry Madrone, Cazadero, commented that there were growers in her vicinity and she was concerned about safety and security for the neighborhood. She is concerned about cannabis attracting crime. She expressed concern about her personal safety and supported exclusion zones. Monitoring will be a serious problem.

Chris Hayes, Justice Grown CEO, stated that the ordinance is working. The ordinance has brought growers into the county. He was affected by fires, helped get rid of weeds on neighbors land, and the neighborhood is better because of him. Hayes supports central processing on site. To move product elsewhere will create an additional level of security. Hayes asked for a chance to get up and running and then changes can take place down the road.

Sandy, Valley Ford, has cannabis surrounding her property. She has been impacted by road blockage, someone put a gate on her easement, and she is concerned about personal safety. People are afraid to come to visit her. She is worried about retaliation. **Chair Carr** recommended she talk to staff to find out options.

Public Hearing Closed: 3:50 p.m.

Chair Carr asked staff to respond to **Ms. Waldbaum's** comment about the state language regarding inspections. **Staff Lyle** stated she would have to research this.

Chair Carr asked for more information regarding Fire Safe standards. **Staff Lyle** pulled up the Fire Safe standards section and identified one area of exemption because she had heard most comment about that, but there are other types available and the Fire Department is more appropriate in making recommendations.

Commissioner Carr, referring to comments by Julie Mercer about limiting the number of permits, thought this was why Supervisor Susan Gorin wanted a pilot program. He suggested limiting the number. **Staff Lyle** stated they originally did not allow ag processing on ag lands, but this could be changed as well as adding a cap to the number allowed.

Commissioner Mauritson asked for clarification that processing is not manufacturing. **Staff Lyle** confirmed that is correct. **Commissioner Mauritson** asked long it takes the Ag Commission to review a zoning permit. **Andrew Smith, Deputy Ag Commissioner** said it takes 12 weeks for the initial review for a new application. They are working on their process for renewals. Renewals could be quicker; it is easy to do a renewal, especially if there are no changes. **Commissioner Mauritson** supported limiting the number of centralized processing but was not inclined to limit it to a specific area. **Commissioner Shahhosseini** concurred.

Commissioner Tamura questioned how to come up with a number; but didn't have good information to base it on. **Commissioner Mauritson** asked, if a specific number was determined, how long it would take to increase or decrease the allowable numbers in the ag zones. **Deputy Director Barrett** stated the Planning Commission could open it up county wide with a cap on the number. There should be space to accommodate the industry and avoid overconcentration. Separation criteria can be used. **Commissioner Tamura** commented that he wants to avoid opening the floodgates and give a chance to observe how it goes to avoid rushes in specific area. **Commissioner Shahhosseini** added that the market will fluctuate to a degree as it does in the wine industry. **Commissioner Mauritson** supported centralized processing in agricultural zones all over the county. Use permits for wineries usually do not restrict custom crushing.

Commissioner Tamura reiterated that we can't treat cannabis like any other agricultural product because we aren't there yet. We want to hear all perspectives. Some of these things we will learn. There needs to be some kind of restriction that can be expanded later, and nothing is set in stone.

Commissioner Carr supported cannabis processing on agricultural land, but there is uncertainty with the industry, and the neighborhood compatibility issue has not been resolved. A little more thought needs to go into that. We need to come up with some standards. He supported the pilot program but wants to consider limiting the number. **Commissioner Shahhosseini** fine with a limited number for now. **Commissioner Mauritson** stated he could agree on a countywide cap. **Commissioner Shahhosseini** commented that it was going to be a self regulating issue and to overregulate could cause problems.

Commissioner Shahhosseini motioned for a cap of 9, with no limit in terms of geography, as long as it is in Sonoma County. **Deputy Director Barrett** recommended using “the local area” language in the General Plan.

Commissioner Shahhosseini changed his motion and asked for a cap of 9 facilities and not be restricted to District 1, and to read “in the local area.” **Commissioner Tamura** second the motion.

Commissioner Tamura asked if nine was reasonable number. **Staff Lyle** said that cap on dispensaries was derived from research on what’s going on in the county, and did not know how many applications that could be submitted. **Commissioner Carr** recommended that staff prepare some standards for facilities to be adopted by the Board. **Staff Lyle** stated that this type of use, if allowed for agricultural land, should have very similar standards as the others such as minimum lot size. **Commissioner Shahhosseini** stated this would allow for some diversification.

Commissioner Carr supported the motion, as long as there is some language from staff regarding standards. **Commissioner Mauritson** stated that it should be similar to cultivation. **Deputy Director Barrett** asked the Commission to make a recommendation. She stated that they need to consider the range of standards, and she heard to use the same standards as cultivation. **Commissioner Shahhosseini** said that was OK.

Counsel Klein stated that changes to the resolution need to be made and that a redline is ready for your review. The Planning Commission authorized staff to make the changes

Changes to draft conditions:

- Establish a cap of nine centralized processing facilities in ag zones.
- Eliminate the limitation to Planning Area 9 and “adjacent and immediate” and to “in the local area.”
- Zoning Permits should remain one year term and for medical only.
- Eliminate the 24 hour notification.

Action: **Commissioner Shahhosseini** motioned to recommend approval of the revisions to the Cannabis Ordinance to the Board of Supervisors with modified standards and findings. Seconded by **Commissioner Tamura** and passed with a 4-0-1 vote.

Appeal Deadline: N/A
Resolution No.: 18-017

Vote:

Commissioner: Tamura	Aye
Commissioner: Shahhosseini	Aye
Commissioner: Mauritson	Aye
Commissioner: Davis	Absent
Commissioner: Carr	Aye

Ayes: 4
Noes: 0
Absent: 1
Abstain: 0



FARMSTAYS, HOSTED RENTALS AND MARKETING ACCOMMODATIONS IN AGRICULTURAL ZONES

January 8, 2019

PLP16-0011

Amy Lyle, Supervising Planner
Comprehensive Planning





Proposed Amendments

- ❑ **Hosted Rentals- Allow in Land Intensive Ag (LIA)**
- ❑ **Marketing Accommodations- Revise standards**
- ❑ **Agricultural Farmstays- Revise standards**
- ❑ **Vacation Rentals in LIA- No New Allowance beyond the 62 already approved (expire on sale or transfer)**



Background

- ❑ **Adopted Exception for Vacation Rentals in LIA: 2012-2016**
- ❑ **BOS Direction to Explore General Plan Amendment to Allow Vacation Rentals in LIA**
- ❑ **General Plan Policy Review**
- ❑ **Holistic Review of Agri-Tourism Uses**
- ❑ **Outreach**
- ❑ **Today's Staff Recommendation**
- ❑ **Planning Commission Hearings- July 12th and Sep 6th**



Comparison of Agri-Tourism Uses

Type of Use	Connection to Agriculture Required?	Allowed under Williamson Act?	Subject to Transient Occupancy Tax?	Permit Requirements	Approved Permits
Farmstay	Yes	Yes	Yes	Zoning Permit	8
Hosted Rental (B&B)	No	No	Yes	Zoning Permit	135
Marketing Accommodation	Yes	Yes	No commercial use of private guest accommodations is allowed	Use Permit (typically part of winery use permit application)	14
Vacation Rental	No	No	Yes	Zoning Permit	1,398



Farmstays

- ❑ **8 Permit Approved**
- ❑ **Directly Related to Agriculture, Similar to Hosted Rental**
- ❑ **Farmer/Owner in Residence**
- ❑ **New Amendments:**
 - ❑ **Allow within any residence or guest house**
 - ❑ **Agricultural Promotion Plan**



Marketing Accommodations

- **Accommodations that “promote or market agricultural products grown or processed on site” allowed with a use permit.**
- **Amendments:**
 - **Align standards with other uses**
 - **Size Restriction**
 - **No Kitchen**
 - **Maximum of two accommodations**



Vacation and Hosted Rentals

- ❑ **Vacation Rentals: Transient rental of the whole house/unit (up to 5 rooms with a zoning permit)**
- ❑ **Hosted Rentals: transient rental of 1 room or guest house with owner in residence**
- ❑ **Permits Expire on Sale or Transfer**
- ❑ **Allowed in all zones except for R2, R3, and LIA, or where exclusion zones have been adopted.**

Planning Commission



- **Hosted Rentals- Allow in Land Intensive Ag (LIA)**
- **Marketing Accommodations- Revise standards**
- **Agricultural Farmstays- Revise standards**
- **Vacation Rentals in LIA- No New Allowance beyond the 62 already approved (expire on sale or transfer)**



Staff Recommendation

- Hold Public Hearing
- Deliberate
- Adopt Ordinance





County of Sonoma
Permit & Resource Management Department

Sonoma County Board of Zoning Adjustments

ACTIONS

Permit Sonoma
2550 Ventura Avenue, Santa Rosa, CA 95403
(707) 565-1900 FAX (707) 565-1103

Date: December 13, 2018
Meeting No.: 18-10

ROLL CALL

Dick Fogg
Larry Reed
Paula Cook (absent)
Ariel Kelley
John Lowry, Chair

STAFF MEMBERS

Jennifer Barrett
Crystal Acker
Arielle Kohn, Secretary
Sita Kutiera, Deputy County Counsel

1:00 PM Call to order and Pledge of Allegiance.

Approval of Minutes – N/A

Correspondence

Planning Commission/Board of Supervisors Actions

Commissioner Announcements/Disclosures - Commissioner Reed toured the project site, and **Commissioner Kelley** and **Commissioner Fogg** drove by.

Public Appearances

BOARD OF ZONING ADJUSTMENTS REGULAR CALENDAR

Item No.: 1
Time: 1:05 pm
File: UPC17-0099
Applicant: Jamie Munley
Owner: Mark and Stacy Ciddo
Cont. from: N/A
Staff: Crystal Acker
Env. Doc: Categorically exempt per Section 15301(a) (Existing Facilities), Section 15303(e) (New Construction or Conversion of Small Structures), and Section 15304(b) (Minor Alterations to

Land) as an existing industrial facility converting one use to another but involving negligible expansion of use and only minor construction, including interior tenant improvements, gates, fences, and landscaping.

Proposal: Request for a five year limited-term Minor Use Permit for 13,440 square feet of indoor cannabis cultivation, 320 square feet of indoor wholesale nursery cultivation (total canopy area 13,760 square feet), and 3,440 square feet of propagation in an 8,780 square foot space (utilizing tiered racking systems); 932 square feet of on-site processing; and 1,123 square feet of distribution/ transportation within an existing 16,000 square foot industrial building on a 6.78-acre industrially zoned property.

Location: 3660 Copperhill Lane, Santa Rosa

APN: 059-250-004

District: 4

Zoning: Heavy Industrial (M2), 40000 Square Foot Average, Valley Oak Habitat (VOH)

Action: **Commissioner Kelley** motioned to approve the project as recommended by staff. Seconded by **Commissioner Fogg** and passed with a 4-0-1 vote.

Appeal Deadline: ten days

Resolution No.: 18-015

Vote:

Commissioner Fogg	Aye
Commissioner Reed	Aye
Commissioner Cook	Absent
Commissioner Kelley	Aye
Commissioner Lowry	Aye

Ayes: 4

Noes: 0

Absent: 1

Abstain: 0



Sonoma County Certificate of Compliance

REVIEW

FOR REVIEW BY THE BOARD OF SUPERVISORS

MEETING OF JANUARY 8, 2019

Item #1 File: PLP 18-0043
Applicant: Tom Berry
Owner: Daniel & Ellen Harris, 28741 River Rd., Cloverdale, CA, 95425
Staff: Gary O'Connor
Location: 28741 River Rd., Cloverdale, CA, 95425 Sup. Dist.: 4
APN: 116-270-031
Zoning: LIA B6 20, SR VOH
Requested: 2 (two)
Size: Parcel 1: 1.53 acres +/-
Parcel 2: .82 acres +/-
Improvements: Parcel 1: House and outbuildings
Parcel 2: Outbuildings
Services: None
Approved: 2 (two)
Criteria: These parcels are considered legally separate as they were created by conveyance (grant deed or Government Patent) in which fewer than five parcels were created prior to March 1, 1967
Parcel 1: Created by: Book 2073 of Official Records, Page 497, recorded on September 15, 1964
Reference Documents: None



Parcel 2: Created by: Book 2073 of Official Records, Page 503, recorded on
September 15, 1964

Reference Documents: None

Appeal Deadline: January 11, 2019



Sonoma County Permit and Resource Management Department
2550 Ventura Avenue Santa Rosa CA 95403-2859 (707) 565-1900
www.PermitSonoma.org

